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AD 16489

WEST ISLIP PUBLIC SCHOOLS

West Islip, New York 11795

NEGOTIATED AGREEMENT

FROM JULY 1, 2007 to JUNE 30, 2011

BETWEEN

The Board of Education of the West Islip Public Schools

AND

THE WEST ISLIP ASSOCIATION OF SCHOOL ADMINISTRATORS

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 02 2009

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THIS AGREEMENT IS MADE AND ENTERED INTO on this _____ day of _____, 2009 by and between the West Islip Union Free School District (hereinafter referred to as the "District"), and the West Islip Association of School Administrators (hereinafter referred to as the "Association" or "WIASA"), and shall continue in full force and effect from July 1, 2007 through June 30, 2011.

ARTICLE I RECOGNITION

The District recognized the Association as the exclusive representative of all Building Principals, Assistant Principals, Associate Principal, Coordinators, Administrative Deans, and Directors, excluding all other employees.

Any newly created positions which the parties subsequently agree to cover by this Agreement shall have the salary established by the District after prior consultation with the Association.

ARTICLE II DUES DEDUCTION POLICIES

The total annual membership dues for the designated professional associations shall be deducted in one (1), five (5) or ten (10) equal installments beginning with the last paycheck in July of each year, provided further, that, in any event, the total dues shall be deducted by December 31st.

An employee may withdraw his/her authorization at any time by written notice received by the District at least two (2) weeks prior to the effective pay date.

ARTICLE III NO STRIKE CLAUSE

The Association hereby accepts the recognition as herein before made, and the Association, through its officers, affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE IV WORK YEAR

A. The Association shall be consulted on the School Calendar prior to adoption and it shall be deemed a part of this Agreement following adoption by the Board.

B. All twelve-month administrators' contracts will become effective July 1 and continue through June 30 each year. All ten-month administrators' contracts will become effective September 1 and continue through June 30. All ten and one-half (10 ½) month administrators' contracts will become effective September 1st and continue through June 30th, with ten (10) additional summer days as defined herein.

C. WORK YEAR

1. 12-Month Administrators:

It is agreed that the work year for administrators, except Deans and other ten and one-half month Administrators, shall be a twelve-month responsibility. Administrators shall work twenty (20) working days during the months of July and August, which shall include the first two weeks in July and the last two weeks in August. Exceptions to the vacation schedule shall be determined at the discretion of the Superintendent of Schools who may, after consultation with the unit member, approve use of vacation during any other time during the school year. Administrators may request to work less than the above-mentioned time. Such request is subject to the needs of the District as determined by the Superintendent. In the event a reduction is made, the Administrator will have his/her annual salary reduced by 1/200 for each day he/she does not work during July and August.

In addition to the work year referred to in the second paragraph hereof, administrators may be required to work five (5) additional days to be served during the recess periods or on other such occasions as shall be determined by the Superintendent of Schools in consultation with the unit member. Alternate Summer Days may be proposed by a twelve month Administrator to the Superintendent of Schools, who reserves the right to approve such alternate Summer Days in his/her absolute and sole discretion. The Superintendent's exercise of discretion with regard to alternate Summer Days shall not be subject to grievance, arbitration or any other challenge.

2. Ten and One-Half Month Administrators

The work year for any full-time Administrative Dean and other ten and one-half month Administrators shall be defined as September 1st through June 30th, plus an additional ten (10) days (the "Summer Days"). The Summer Days shall be served each year on the first five (5) days of July excluding Saturdays, Sundays and holidays, and the last five (5) days preceding September 1st,

excluding Saturdays, Sundays and holidays. Alternate Summer Days may be proposed by a ten and one-half month Administrator to the Superintendent of Schools, who reserves the right to approve such alternate Summer Days in his/her absolute and sole discretion. The Superintendent's exercise of discretion with regard to alternate Summer Days shall not be subject to grievance, arbitration or any other challenge.

- D.** Members of the unit will be available, as in the past, to attend in-service courses offered by the District.

ARTICLE V LEAVES OF ABSENCE

A. SICK LEAVE

1. Ten (10) month employees are entitled to 10 sick days per year; ten and one-half (10.5) month employees are entitled to 10.5 sick days per year; and twelve (12) month employees are entitled to 12 sick days per year. Sick days are prorated in the first year of employment and the last year of employment. All unused sick leave is accumulated. Newly hired administrators who have accumulated unused sick leave entitlements earned while employed by the District as a teacher, shall be entitled to carry over such unused accumulated sick leave. Under extenuating circumstances, the District may grant additional sick leave.

B. ILLNESS OR DEATH IN THE FAMILY

1. When absence is necessary due to illness of any member of the immediate family, an administrator may be permitted a total of two (2) full days of absence with pay per year. Additional days may be allowed at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against annual sick leave.

2. For a death in the immediate family, (the immediate family includes wife, husband, son, daughter, father, mother, brother, sister, grandmother, grandfather, spouse's parents, brother-in-law, sister-in-law, grandchildren, domestic partner, employee's aunt or uncle or proven close relative), three (3) days with full pay shall be allowed. Additional days may be allowed at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against the annual sick leave.

C. PERSONAL BUSINESS

Permission for absence for personal business shall be obtained in advance from the Superintendent. Two (2) days with pay shall be allotted for this purpose. Such personal days will not be charged against the annual sick leave. Additional days may be allowed at the sole discretion of the Superintendent when unusual circumstances warrant such action. Such exercise of discretion shall not be subject to grievance.

D. JURY DUTY

Jury duty, or attendance in court required by the District, will not result in payroll deductions and the number of days will not be deducted from any other leave. Jury duty fees and witness fees, if any, shall be turned over to the District. Mileage reimbursement shall be kept by the Administrator. All employees must notify his/her immediate supervisor as soon as possible after receipt of notice of jury service, and a copy of such notice shall be provided to the Business Office as soon as possible and prior to the date for such service. In addition, proof of jury service must be submitted to the Business Office upon completion of jury service. Failure to submit notification and proof of jury service may result in loss of pay for days served.

E. RELIGIOUS HOLIDAYS

All religious holidays requiring a full day of observance will be allowed for such observance and shall not be deducted from any other leave.

F. CHILD CARE LEAVE

If an administrator plans to apply for child care leave of absence, written notification must be made to the Superintendent of Schools at least one (1) month before the leave begins. The leave of absence shall be without pay.

The leave shall commence and end at a date mutually agreed upon by the District and the applicant, and will take into consideration both the best interest of the administrator and the system. The decision of the Superintendent as to the best needs of the system shall be binding. A child care leave of absence may not extend beyond two (2) years per child. The District may require medical certification of the administrator's physical ability to perform his or her duties prior to the time the administrator begins or returns from child care leave. This child care leave provision will also apply to adoption of children.

G. OTHER EXTENDED LEAVES OF ABSENCE

1. An administrator who has completed three (3) years of service in the District may be granted by the Board of Education, upon written request, a leave of absence without pay for up to one (1) year. Such leave may be extended for up to one (1) year at the discretion of the Board of Education. The District shall have the right to request the employee's reason for such leave of absence, and requests for leave, and any extension thereof, may be denied at the sole and absolute discretion of the Board of Education.

2. Application must be filed six (6) months before leave is to start. This may be waived by the Board of Education.

3. Benefits and rights accumulated by an administrator prior to the effective date of the leave of absence, shall be retained upon returning from the leave of absence.

4. The administrator will return to a comparable position held before he or she left.

5. Only one administrator may be granted such leave at any point in time.

H. PROFESSIONAL IMPROVEMENT

Administrators taking courses or receiving grants commencing before the end of the school year in June may be granted permission to leave provided his/her responsibilities can be adequately provided for. The time of departure will be mutually agreed upon in advance by the Superintendent and the applicant.

I. EDUCATIONAL CONFERENCES

1. When attendance is required by the Superintendent of Schools during vacation time, the time shall not be deducted from the administrator's summer vacation.

2. When an individual attends an institute for two (2) weeks or less, the time shall not be deducted from the individual's vacation time.

3. When an individual attends an institute for longer than four (4) weeks in duration, he/she shall not have any monies deducted from his/her salary as a result of this attendance.

4. Attendance at conferences and/or institutions shall be with the prior approval of the Superintendent of Schools.

ARTICLE VI INSURANCE BENEFITS

A. LIFE INSURANCE

A paid group life insurance program will be provided for each administrator in the amount of \$200,000 including accidental death and dismemberment.

Administrators may purchase additional amounts of Life Insurance at cost, and carry this insurance into retirement, reimbursing the District.

B. HEALTH INSURANCE

Effective July 1, 2007, employees shall be required to contribute 11% of the cost of premiums for both individual and family coverage, whichever applies in a particular case, of the Empire State Plan of Health Insurance (with Major Medical) or its equivalent. Commencing July 1, 2008, employees shall be required to contribute 12% of such premiums. Commencing July 1, 2009, employees shall be required to contribute 13% of such premiums. Commencing July 1, 2010, employees shall be required to contribute 15% of such premiums.

For retirements effective June 30, 2006 through June 30, 2008, the District shall pay 60% of the cost of the premiums for individual or family coverage as applicable. For retirements effective July 1, 2008, the District shall pay 65% of the cost of premiums for individual or family coverage as applicable.

Members of the unit who withdraw from the District's plan during the life of this agreement shall receive \$1,000 if they were covered by the family plan, and \$500 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Members going from a family to an individual plan shall receive \$600. Such payments shall be made at the end of the twelve (12) month period and annually thereafter. Effective July 1, 1997 administrators who withdraw pursuant to this paragraph shall receive an amount equal to fifty percent (50%) of the cost of the District's contribution to individual or family premium. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period provided, however, that in the case of a member who re-enters in less than twelve (12) months, no payment shall be made. An administrator may review this option each year and notify the district of any change. The payment shall be considered as part of his/her salary.

Effective July 1, 1999, all withdrawals pursuant to this paragraph may be made only as of December 31st of a given year.

C. DENTAL INSURANCE

A dental insurance plan shall be provided to any member of the unit desiring coverage upon payment by such member of a monthly contribution equal to 10% of the cost of premium for individual or family coverage as selected by the member.

Effective July 1, 1999, the annual orthodontic maximum shall be raised from \$1,000 to \$2,000 and the overall maximum shall be raised from \$2,000 to \$3,000.

Any administrator retiring during the life of this contract will be allowed to participate in the dental plan currently being offered to its members. The cost of this plan will be paid by the retiree.

For employees retiring effective July 1, 1997, and thereafter, the District will continue to provide the dental plan in existence to the retiree. The cost of this plan will be paid by the retiree.

D. LONG TERM DISABILITY

Members of the unit shall be entitled to long-term disability benefits as set forth in the Paul Revere Life Insurance Company Policy which became effective April 1, 1999. In the event the District elects to change the company providing this benefit, it may do so only if the benefits provided by the new company are comparable to the Paul Revere Policy, and only after consultation with the Association.

E. FLEXIBLE BENEFITS PLAN

The members of the bargaining unit shall be entitled to participate in the District's Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

ARTICLE VII ADMINISTRATOR'S PROTECTION AND BUILDING DISCIPLINE

A. COMPENSATION FOR LOST TIME

1. If a physical assault on an administrator results in lost time, the administrator shall be paid in full and such paid absence shall not be deducted from any annual or accumulated sick leave to which such administrator may be entitled under this agreement, provided, however, that any paid monies collectible under District Disability and/or Workmen's Compensations plans paid by the District shall be deducted from the aforesaid payment.

2. Payments under this provision shall continue for a maximum of one (1) calendar year, or until the administrator becomes eligible for Long Term Disability Insurance Coverage, whichever occurs sooner.

3. The District will reimburse an administrator the cost of medical, surgical or hospital services incurred as a result of any injury sustained in the course of his/her employment less the amount received and/or collectible under applicable District-provided insurance coverages.

B. STAFF-PARENT-STUDENT-COMMUNITY COMPLAINT

1. Formal complaints by staff members, by parents of a student, by a student, or by community organizations, which are directed toward an Administrator, shall be called to the Administrator's attention as soon as practicable and the Administrator shall be afforded the opportunity to reply to same.

2. No complaint, letter or report directed against an Administrator shall be officially made public by the District, nor shall such documents be placed in the Administrator's personnel file without his/her knowledge. Any baseless complaint shall not be placed in the administrator's file.

3. The administrator is entitled to know the nature of the complaint and the complainant in any situation where a reprimand or disciplinary action may be taken by the Superintendent.

4. If an Administrator is to be disciplined or reprimanded by the Superintendent or Assistant Superintendent, he may have a representative of the Association present.

ARTICLE VIII PERSONNEL FILE

A. Subsequent to his/her employment, no material derogatory to an administrator's conduct, service, character or personality will be placed in his/her personnel file, except for privileged or confidential college or university documents, unless the administrator has had an opportunity to review such material. The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

B. Administrators will have the right, upon request, to review the contents of their personnel files and to make copies of any document in them with the exception of privileged or confidential documents referred to in paragraph A above. An Administrator will be entitled to have a representative of the Association accompany him/her during such review.

ARTICLE IX CURRICULUM DEVELOPMENT AND INSTRUCTIONAL RESEARCH

The WIASA President shall be involved in all curriculum consultations.

ARTICLE X PROFESSIONAL OBLIGATIONS

A. When practicable, before a formal charge is made that professional obligations are not being satisfactorily completed by members of this unit, the Association should be apprised of the conditions which have led the District to consider formal charges for the purposes of reviewing the conditions and taking the necessary corrective action, provided that complaints have been discussed directly and informally between the administrator or administrators at issue and the Superintendent of Schools.

B. TEACHING ASSIGNMENTS FOR COORDINATOR/DIRECTORS - The parties agree that assignment of teaching responsibilities to the Director of Humanities, Math/Science, Coordinator of Home Career and Business, prior to the August 4, 1997 memorandum of agreement shall not constitute part of the normal job responsibilities of those positions. The parties further agree that these assignments shall not constitute a precedent for or against the position of either party should the Board of Education elect to make similar assignments to other members of the unit and the unit elects to contest such assignments.

C. DISTRICTWIDE ASSIGNMENTS - The parties agree that the Superintendent of Schools may assign to unit members additional administrative responsibilities of a districtwide nature to be performed during the administrator's normal work year and without additional compensation. The assignment of such additional administrative responsibilities shall not be made in an arbitrary or capricious manner.

D. When practicable, the Superintendent will consult with the Association regarding any position to be abolished before abolition takes place.

ARTICLE XI GRIEVANCE PROCEDURE

A. DEFINITION

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of a specific provision of this agreement.

B. TIME LIMITATION

All grievances must be presented within ten (10) days of the events giving rise to the grievance or they shall be deemed waived.

C. GRIEVANCE PROCEDURE

1. A grievance between an Administrator and the District shall be settled in the first instance by conference between the Administrator and his/her Association representative, if requested, with the grievant's supervisor.

2. If the grievance is not settled at the level in one (1) above, a conference shall be set between the administrator (with his/her Association representative, if requested) and the Superintendent or his/her delegate. Association-District or District-Association grievances may be entered in writing at this stage.

3. The conference will be set for a date within fifteen (15) days from receipt of a written request stating the nature of the grievance.

4. At the conference, the Administrator and his/her representatives may present oral and written statements or arguments and call witnesses.

5. If the grievance is not satisfactorily resolved at this stage, the aggrieved Administrator may, within fifteen (15) working days, request, in writing, binding arbitration in accordance with the rules of the American Arbitration Association. A representative of the District and a representative of the Association shall choose an arbitrator from a list of arbitrators supplied by the American Arbitration Association in accordance with its rules. The arbitrator will then hold hearings and render a binding decision as soon as possible.

6. The costs of the arbitrator shall be borne equally by the District and the Association.

ARTICLE XII ADVANCEMENT AND PLACEMENT

A. The District will continue the practice that vacancies or new positions in any administrative or supervisory capacity in the District, whether or not within the bargaining unit, shall not be filled until all employees within the bargaining unit have had adequate written notice of the requirements of such vacancy and the salary range, and an opportunity to have their applications for such vacancy considered before such vacancy is filled.

B. The District agrees to make every reasonable effort to fill any available and open administrative vacancy within the bargaining unit, at least temporarily, within ninety (90) days from the date of the intention of filling the vacancy.

ARTICLE XIII EMPLOYEE SECURITY

In the event that any administrative position is eliminated, the District and the Administrators will continue to exercise due concern for employment stability, particularly with respect to the most senior personnel who are employed in such position. Programs involving the elimination of positions will include participatory planning by and for employees holding such positions to the maximum feasible extent. Personnel whose positions are to be eliminated shall be reassigned, if possible, to remaining positions for which they are qualified as determined by the District with due consideration to be given for the length of service in the District of the available personnel. This provision shall not be construed as altering the rights of an employee under the Education Law relative to excessing and/or recall.

ARTICLE XIV WORKING CONDITIONS

A. There shall be consultation between the Superintendent and the Association in regard to those school policies affecting the school administrators in the performance of assigned professional duties.

B. The assignment of duties to any school administrator, which would require him/her to assist directly in the preparation for and conduct of collective negotiation, or to have a major role in the administration of agreements, or in personnel administration, shall not cause said administrator, in any event, to be considered or determined managerial or confidential.

C. SUMMER SCHOOL PRINCIPAL

The position of Summer School Principal shall not be part of the responsibility of any twelve-month administrator.

D. The Director of Guidance may be assigned by the Superintendent of Schools up to .4 full-time equivalent status as a guidance counselor.

E. For boys' basketball games commencing after 5:00 p.m., and any other athletic events commencing after 5:00 p.m. as determined by the Superintendent, one administrator from the building in which the event is being held is required to provide supervision. The Superintendent shall not unreasonably increase the number of events for which supervision is required by this provision.

ARTICLE XV SALARY, CAREER INCREMENTS AND TERMINAL ALLOWANCE

- A. 1. Year One – 4%
- Year Two – 4%
- Year Three – 4%
- Year Four – 4%

B. Newly-hired administrators and existing administrators accepting a promotion shall have their salaries established by the District with subsequent increases to be granted each July 1 thereafter, as per the percentage contained above, provided however, that the District, at its option, may provide that such Administrators receive their salary increases at other dates, provided such Administrators are advised of this in writing upon hiring.

C. TERMINAL PAY

Administrators with ten (10) or more years of service in the District will be permitted to accumulate up to twelve (12) unused sick days for each year. These accumulated sick days will be converted to compensation at the rate of \$200 per day up to a maximum of \$27,500 computed at the time of their notice of retirement. Payment pursuant to this provision shall be made as a non-elective contribution by the District to a 403-b account.

Total accrual shall be determined by subtracting total used sick days from total possible accumulated sick days. The administrator must be fifty-five (55) years of age and have a minimum of ten (10) years of service in the District or have a minimum of thirty (30) years of service in the New York State Teachers' Retirement System and a minimum of twenty (20) years

of service in the District.

Records of accrued sick days for each administrator will be maintained at the District Office. Information regarding these accrued sick days will be furnished upon request of the interested administrator.

A written request for such compensation shall be submitted to the Superintendent by March 1st of the year in which the Administrator intends to retire. The Administrator must declare his/her intent to retire on the following July 1st and must provide a letter of resignation from the District to become effective on that date. The total amount due will be payable at the beginning of the next fiscal year.

Payments hereunder may be spread out over one, two or three years at the option of the District. Suitable assurances of retirement may be required.

D. CAREER INCREMENTS

1. Career Increment #1

An administrator must have completed six (6) years of service in the District as a member of WIASA.

2. Career Increment #2

An administrator must have completed nine (9) years of service in the District as a member of WIASA.

3. Career Increment #3

An administrator must have completed twelve (12) years of service in the District as a member of WIASA.

4. Career Increment #4, effective July 1, 2001

An administrator must have completed fifteen (15) years of service in the District as a member of WIASA.

The value of the Career Increments shall be as follows:

1. Deans of Students	\$1,200
2. M.S. Assistant Principals.....	\$1,300
3. Elementary Principals, Sr. H.S. Asst. Principals, Directors.....	\$1,400
4. M.S. Principals, Senior H.S. Associate Principal.....	\$1,500
5. Sr. H.S. Principal	\$1,600

Effective July 1, 2007 and thereafter, career increments shall be included as part of an administrator's base salary. The number of career increments an administrator has received as of June 30, 2007 shall be retained with the employee's entitlement to future career increments being determined by the number of career increments the employee would be entitled to utilizing the criteria as set forth herein. Thus, an administrator with twelve (12) years of service in WIASA shall be entitled to no more than three (3) increments, an administrator with nine (9) years of service in WIASA shall be entitled to no more than two (2) increments, and an administrator with six (6) years of service in WIASA shall be entitled to no more than one (1) increment. Under no circumstances shall any administrator be entitled to more than four (4) career increments.

E. PAYMENT

Each Administrator will receive his yearly compensation in the form of twenty-six (26) equal bi-weekly payments.

ARTICLE XVI ADMINISTRATOR/BOARD LIAISON

The Association representative may meet with the Superintendent of Schools and two (2) or more members of the Board at least two (2) times annually. The primary purpose of these meetings shall be to discuss school problems, current and innovative practice and the administration of the Agreement.

ARTICLE XVII SAVINGS CLAUSE

If any provision of this Agreement is found contrary to law, then only that provision will be deemed invalid but all other provisions will continue in full force and effect.

ARTICLE XVIII MISCELLANEOUS

A. Copies of this Agreement will be printed at District expense and a copy given to each Administrator now employed or hereafter employed by the District.

B. Reimbursement of expenses for authorized travel by car by District employees will be made at the "IRS" rate per mile effective as approved by the Board of Education.

C. The Board agrees that changes in job description for members of WIASA will not be made without prior consultation with the Association.

ARTICLE XIX TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XX SEXUAL MISCONDUCT

The mandatory penalty of discharge will be imposed in connection with a 3020-a proceeding for an administrator found guilty after July 1, 2007 of having engaged in sexual misconduct with a child, or one who has plead or been found guilty of criminal charges for such conduct after July 1, 2007. For purposes of this provision, sexual misconduct shall include that which is set forth under Sections 130, 235, and/or 263 of the New York State Penal Law.

Dated: 9/2/09

Dated: 9/2/09

WEST ISLIP UNION FREE
SCHOOL DISTRICT

WEST ISLIP ASSOCIATION OF
SCHOOL ADMINISTRATORS

BY: Beth V. Blau
Dr. Beth Blau
Superintendent of Schools

BY: Daniel Hunter
Daniel Hunter

BY: John Mullins
John Mullins