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Contract Database Metadata Elements

Title: **Valley Stream Union Free School District 24 and Principals of Valley Stream Union Free School District 24 (2009)**

Employer Name: **Valley Stream Union Free School District 24**

Union: **Principals of Valley Stream Union Free School District 24**

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~~1/29/10~~

AD 6385

AGREEMENT BETWEEN

THE VALLEY STREAM
UNION FREE SCHOOL DISTRICT TWENTY-FOUR

AND

PRINCIPALS OF VALLEY STREAM
UNION FREE SCHOOL DISTRICT TWENTY-FOUR

July 1, 2009 – June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 05 2010

ADMINISTRATION

1/20/10

THIS AGREEMENT entered into this ___th day of _____ 2010, by and between the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR, Nassau County, New York (“the District”) and the PRINCIPALS OF VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (“the “Principals”).

WITNESSETH

WHEREAS, the District and the Principals recognize and declare that providing a quality education for the children of School District No. 24 is their mutual aim; and

WHEREAS, the District and the Principals recognize and declare as their mutual aim that they shall strive to provide an atmosphere for proper education growth and development of members of the faculty of School District No. 24; and

WHEREAS, the Principals affirm a policy of assisting and cooperating fully with the Board of Education of School District No. 24 in all matters pertaining to the educational pursuits of District 24; and

WHEREAS, the Principals affirm a policy of assisting and cooperating actively with the Superintendent of Schools in providing the best possible educational environment for District 24; and

WHEREAS, the District and the Principals recognize and declare as their mutual aim, the objective of keeping the parents of the students informed and advised of the educational opportunities available for their youngsters; and

WHEREAS, the parties have reached certain understandings which they desire to confirm by this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – ROLE OF SUPERINTENDENT OF SCHOOLS AND RECOGNITION

Section 1 – The Principals recognize that the Superintendent of Schools, as the chief executive officer of School District 24, is the administrator responsible for educational planning, development of curriculum, supervision of personnel, and all other activities as set forth in Board policies, and according to applicable State Laws and Regulations. It is agreed by the Principals that prior to formal meetings with the Board, all questions, requests and recommendations concerning matters of negotiation of terms and conditions of employment shall be submitted to the Superintendent of Schools and discussed with him.

Section 2 – Recognition. The unit shall include all full-time probationary or tenured principals.

ARTICLE 2 – NEGOTIATING PROCEDURE FOR FUTURE CONTRACTS

Section 2.1 – The negotiating committee for the Board shall be composed of not more than four people to be selected by the Board and the negotiating committee for the Principals shall be composed of not more than four people selected by them.

Section 2.2 – The Principals will submit to the Board their contract proposals no later than January 15 of the final year of this contract. Thereafter, the meetings of the parties shall be held as those times as may be mutually agreed upon or by special call by either party upon at least 10 days' notice but no more than 20 days' notice, except that the first meeting shall in no event be held earlier than February 15th of the final year of this contract.

ARTICLE 3 – BOARD RESPONSIBILITIES

Section 3.1 – The Principals recognize that the determination and administration of school policy, every phase of the operation of the management of the schools and the direction of its employees are vested exclusively in the Board.

Section 3.2 – Nothing contained herein shall be considered to deny or restrict the Board in the exercise of its legal rights and responsibilities under any laws of the State of New York or county, District or local laws or regulations.

Section 3.3 – The Board shall continue to have the exclusive right to establish, modify or change any condition of employment except those specifically covered by provisions of this Agreement.

ARTICLE 4 – WORK YEAR AND SALARIES

Section 4.1 – The school year shall be from July 1 to June 30 of each year. All employees covered under this Agreement shall work those days and hours as are necessary and reasonable to fulfill their duties and responsibilities, as determined by the Superintendent of Schools.

Section 4.2 – Compensation

- A. Effective July 1, 2009, base salaries shall remain the same as were in effect during the 2008-2009 school year. This shall be for the 2009-2010 school year.
- B. Stipends. Effective July 1, 2009, and annually each year thereafter, a total of \$15,000 per year shall be distributed to unit members, in the form of annual non-salary-based stipends, prorated in equal amounts and paid

along with the regular pay check, as compensation for additional work performed by unit members above and beyond their normal duties as Principals. The actual amount to be distributed each year shall be in the sole discretion of the Superintendent of Schools, and will be announced by not later than the preceding June, based upon criteria to be discussed in consultation with the Union. For the 2009-2010 school year, the stipend for each employee, shall be \$5,000 per employee.

- C. Effective July 1, 2010, Mark Onorato's base salary shall be increased by \$5,000. In addition, effective July 1, 2010, there shall be a 3% increase over the salaries in effect on June 30, 2010 or, for Mark Onorato, his adjusted salary. This shall be for the 2010-2011 school year.
- D. Effective July 1, 2011, there shall be a 3% increase over the salaries in effect on June 30, 2011. This shall be for the 2011-2012 school year.

During the term of this contract, a Principal who attains a Doctoral Degree from a program and institution approved by the Superintendent of Schools shall receive an annual increase in salary of \$1,000, the sum to be prorated when and if necessary.

Section 4.3 – Data_Coordination Stipend. The employee who is assigned by the Superintendent of Schools to, and actually does, perform Data Coordinator duties shall receive a permanent \$4,500 increase in base salary. As with any duty or responsibility, this assignment depends specifically on the satisfactory performance of the work by the assigned employee. Its further continued assignment as bargaining unit work and, if so, the manner in which it should be paid, will be at the discretion of the Superintendent of Schools.

Section 4.4 – Tenure Bump. Any employee who earns tenure by virtue of an affirmative vote of the Board of Education to be effective on or after July 1, 2006 shall receive a permanent \$3,000 increase in base salary.

Section 4.5 – Salary Deductions – Deductions shall be made from a Principal's salary payments, at the written request of the Principal and continued each year until terminated in writing and payments thereof shall be made to the appropriate agency for the following:

- A. Payments to an educators' credit union
- B. Investment in a tax sheltered annuity by any carrier
- C. Contribution to New York State Teachers' Retirement System
- D. Repayment of loans to New York State Teachers' Retirement System

Section 4.6 – The work year for Principals shall be September 1 through June 30, plus 20 days during the period July 1 to August 31. The 20 days shall be determined and communicated by the Superintendent of Schools no later than May 1 of each year. In the event a Principal's presence is necessary beyond the 20 work days during the summer months, either compensatory time or per diem reimbursement will be forthcoming at the discretion of the District. These extra work days may also be accumulated to a maximum of 25, to be paid at the per diem rate at the time of retirement or separation from the District. The Principals shall work the days from September 1 to the opening of school, and from the close of school to June 30. From the opening to the close of school, Principals shall work the same calendar days as teachers.

ARTICLE 5 – LEAVES

Section 5.1 – A Principal shall be permitted 16.5 school days leave with full pay in any one school year for personal illness, religious holy days, death or illness in the immediate family, graduation or required court attendance. Three of the days may be used for personal business. Prior notice of absences shall be given to the Superintendent of Schools and shall require prior approval of the Superintendent of Schools, except in the case of an emergency, which may on its merits be approved after the fact. An absence of five consecutive school days on account of personal or family illness shall be substantiated by a doctor's certificate satisfactory to the Board. All unused leave shall be substantiated by a doctor's certificate satisfactory to the Board. All unused leave shall be cumulative indefinitely only for the future personal illness of the Principal for purposes of computing leave of absence with pay prior to retirement.

Section 5.2 – The Board will add to a Principal's accumulated leave three days for each five days of absence charged to leave resulting from injuries incurred in line of duty and covered by Workers' Compensation. The days added to accumulated leave may be used only for future illness after depletion of accumulated leave, but not for computing leaves of absence with pay prior to retirement.

Section 5.3 – Absence for jury duty will be granted with full pay. This absence is not to be deducted from the leave provision. Reimbursement received for this period is returnable to the District.

Section 5.4 – Extended Leave – A Principal who is stricken with a serious and prolonged illness or injury shall be eligible for extended sick leave under the following conditions:

- A. The Principal has been employed, full time, continuously in the District for seven years or more and who has not received an extended leave within the last 10 years; and
- B. prior to the onset of the illness, the Principal had not used 65% of his/her total leave theretofore available to him/her; and

- C. has expended all of his/her accumulated leave on account of the illness or injury; and
- D. presents to the Board the certificate of a physician chosen by the Board, that the illness or injury has stricken the Principal and will prevent the Principal from performing his/her normal duties for a period of at least 30 calendar days beyond the last day of his/her accumulated leave, then and in this event, the Principal shall be granted an extended leave of absence with pay for a period not to exceed 20 additional school days of leave.

Section 5.5 – Leave of Absence with Pay Prior to Retirement – All unused accumulated leave shall be cumulative up to 250 days for purposes of a “leave of absence with pay prior to retirement.” This leave of absence with pay may be granted by the Board on application to the Board, on the following conditions and criteria:

- A. One day of leave for each two days of the first 150 days of accumulated leave and one day of leave for each four days of the next 100 days of the accumulated leave.
- B. The amount of pay during the leave of absence shall be calculated on the basis of 20 days of leave to equal 1/10 of the annual salary.
- C. The leave may be granted to a Principal who is eligible for service retirement and who meets the necessary requirements for this retirement as defined by the New York Teachers’ Retirement System.
- D. The Principal has served in the District for a period of not less than 10 years.
- E. The Principal will retire on the day immediately following the final day of the leave of absence with pay.
- F. The Principal duly and timely executes the written application for the leave as prescribed by the Board of Education.
- G. The Principal duly and timely executes the application for retirement effective on the day following the last day of the leave of absence.
- H. Any Principal who is eligible for a “Leave of Absence with Pay Prior to Retirement” shall have the option, instead of taking this leave, of receiving the pay due under the leave in a lump sum effective June 30 of the year of retirement.
- I. The estate of a Principal eligible for “Leave of Absence with Pay Prior to Retirement” who dies, shall receive a lump sum payment for accumulated leave as calculated by the Superintendent of Schools based upon the

Principal's unused accumulated leave time in accordance with the prescribed formula set forth in sub-paragraphs A and B above.

Section 5.6 – Child Care Leave of Absence – A child care leave of absence shall be granted, as follows:

- A. The leave shall not exceed two years and shall be granted without salary.
- B. Principals on child care leave are expected to submit written notification of their intention to return or resign. It is required that the notification be submitted to the Superintendent of Schools prior to the 15th day of March in the school year preceding the termination of leave.
- C. A Principal shall notify the Superintendent of Schools of the anticipated need for a child care leave immediately upon becoming aware of it in order that ample time may be given to secure a replacement.
- D. Any child care leave of absence beginning during the school year will, for the purposes of the two year period, be counted as a full year of absence.
- E. No Principal will be eligible to return from a child care leave of absence other than at the beginning of the school year, except upon the recommendation of the Superintendent of Schools and the approval of the Board of Education.

Section 5.7 – Leaves of absence, with or without pay, may be granted at the discretion of the Board of Education for other reasons and upon conditions as the Board may determine.

ARTICLE 6 – INSURANCE

Section 6.1 – Health Insurance – During the term hereof, the Board agrees to pay health insurance premiums for each Principal as follows:

The sum of money equal to 85% (effective January 1, 2007, 80%) of the premium charged by the Statewide Health Insurance Plan for either single or family category in which the Principal may be enrolled.

Effective July 1, 2010, any employee may voluntarily decline health insurance and receive a prorated payment in an amount equal to \$2,500, divided by 12, multiplied by the number of complete months between the date on which the employee's declination became effective and the date on which the employee's reenrollment becomes effective, or date of payment, whichever occurs first, to be paid on the first June 30 following the effective date of the most recent declination. It is understood that the health insurance plan carrier's rules and regulations may impose a waiting period between the date on which notice of withdrawal from coverage is submitted by the employee and the date on

which the withdrawal becomes effective. Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family or individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. The employee so reinstated shall be entitled to receive a prorated payment in an amount equal to the amount above, divided by 12, multiplied by the number of complete months between the date on which the employee's most recent annual declination became effective and the date of reenrollment. An employee shall be limited to reinstatement once within a 12 month period.

The District shall have the right to change health insurance providers upon prior notice to the Union, provided that the new plan provides coverage comparable to that in the previous plan.

Section 6.2 – Welfare Fund – During the term of this Agreement, the Board will provide additional funds to defray a portion of the costs for each Principal who elects to participate in the Welfare Fund of which the Valley Stream Teachers Association is a part. The funds will be in the amounts paid by the Board for each participating teacher, as computed pursuant to the agreement in force, from time to time, between the Board and the Valley Stream Teachers Association.

These funds shall be paid in the installments required, from time to time, pursuant to the By-Laws of the Welfare Fund, and the payment thereof shall cover all Principals who are participants in the Welfare Fund and are on the payroll of the Board at the time that the installment payments are due and payable.

The Principals shall be responsible for processing their own claims under the Welfare Fund.

ARTICLE 7 – PHYSICAL EXAMINATIONS

Section 7.1 – At the time of employment, a Principal shall furnish evidence of physical examination from a physician of his/her choice in accordance with the form required by the Board of Education.

Section 7.2 – The cost thereof shall be borne by the individual, unless the individual shall elect to have such examination made by the school physician, in which event the cost shall be borne by the Board.

Section 7.3 – The Board of Education may require additional medical examinations as it deems necessary and nothing in this Article shall be deemed a waiver of the right of the Board to require these examinations by the school physician or by any physician of the Board's choice.

ARTICLE 8 – WORK STOPPAGES

Section 8.1 – The parties subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program. The parties further recognize that strikes and work stoppages by any employee are unlawful and contrary to public policy. The Principals therefore agree that there shall be no strikes, work stoppages or concerted refusals to perform assigned duties by any employee covered under this Agreement. Both parties agree to make every effort to effect settlement of all issues in the best interests of the students of the District.

ARTICLE 9 – LEGAL LIMITATIONS

Section 9.1 – Should any provisions of this Agreement be found contrary to State or Federal Law, then they shall be considered void, but the balance of the Agreement shall remain in full force and effect. ANY PROVISIONS 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 10 – GRIEVANCE PROCEDURE

Section 10.1 – Declaration of Policy – This “Grievance Procedure” is adopted in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962.) In order to maintain a harmonious and cooperative relationship between the District and its Building Principals, it is hereby declared to be the purpose of this grievance procedure to provide a means for the review and resolution of differences involving the Principals not otherwise reviewable by law under which Principals feel free to present grievances, without fear of coercion, interference, restraint, discrimination or reprisal.

Section 10.2 – Definitions

- A. “Principal” shall mean any employee in the bargaining unit.
- B. “Designee” shall mean a person named by the Superintendent of Schools to act in his/her behalf in a grievance proceeding with full authority to render a determination. At no time shall a designee be a party to the grievance under consideration.

Section 10.3 – Application of Stages of Procedures – The Principals shall have available the procedures set forth in two stages: District Stage and Board Stage. The Principals shall commence their grievance procedure with the District Stage and have available as well the Board Stage if desired after proceeding in accordance with the District Stage.

Section 10.4 – Definition of Grievance – Grievance shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employee's health or safety, physical facilities, materials or equipment furnished to employees; but excludes any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

Section 10.5 – Basic Principles

- A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B. Principals shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- C. Principals shall have the right to be represented at any stage of the procedures by a person, or at most, two persons, of their own choice.
- D. Necessary hearings shall be called by the person hearing the grievance.
- E. Each party to a grievance shall have access, upon written request, to all written statements and records pertaining to the case, within five work days of the request.
- F. All hearings shall be closed.
- G. It shall be the responsibility of the Superintendent of Schools to take the steps as may be necessary to give force and effect to these procedures. The Superintendent of Schools shall have the responsibility to promptly consider each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.
- H. In the event of failure of the Superintendent of Schools to communicate a decision within the specified time limits, the aggrieved party may undertake the next procedural stage unless time to render a decision is extended by consent.
- I. In the event the school year ends before a grievance has been carried to a written determination, it shall be incumbent upon the Superintendent of Schools or Board of Education to make a written determination after the opening of the next school year and within 10 work days of the written

request of the aggrieved, provided the request is delivered within 15 days after the opening of school.

Section 10.6 – Procedural Stages

A. District Stage

1. The Superintendent of Schools shall have primary jurisdiction in grievances brought by a Principal.
2. Upon receipt of a request for hearing of a grievance, the Superintendent of Schools, or his/her designee, shall immediately request the Principal who brought the grievance to submit written statements to him/her within five working days, setting forth the specific nature of the grievance and the facts relating thereto.
3. If it is requested in the written statement submitted at the time the grievance is brought, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing may be held, where the parties with or without representatives may appear and present oral and written statements supplementing their positions in this case. The hearing shall be held within five work days after receipt of the written statements pursuant to paragraph “b” of this stage.
4. The Superintendent of Schools or his/her designee shall render his/her written determination within 10 work days after the hearing, or if no hearing has been held, within 10 days after receipt of the written statements pursuant to paragraph “b” of this stage.
5. Within five work days of the receipt of the written determination of the Superintendent of Schools, the Principal who initiated the grievance may, by request in writing, ask the Board of Education to review the determination.

- B. Board Stage – The party making the request for review by the Board of Education shall submit, with his/her request for review, the written record of the prior stage. Copies of the record, together with the request for review by the Board of Education, shall be served upon the Superintendent of Schools and the Board of Education, simultaneously.

The Board of Education shall meet with the parties in closed session within 30 days after receipt by it of the request for review and the record of the prior stages. All parties to the grievance, including the Superintendent of Schools, must be present. Notwithstanding anything to the contrary, each of the parties may have representation before the Board

of Education by only one person of his/her choice. The person may be an attorney. The Board shall render its decision in writing to the parties concerned within 30 days after the hearing.

- C. Advisory Arbitration – In the event the Principal is dissatisfied with the decision given by the Board of Education, the grievance may then be appealed to advisory arbitration by a single arbitrator.

The selection of the arbitrator and the conduct of the arbitration shall be in accordance with the Rules and Procedures of the Voluntary Labor Tribunal of the American Arbitration Association, as then in effect.

The decision of the arbitrator shall be given within 30 days after the hearing. The decision shall be advisory only, and not binding on either party.

The expenses of the arbitration shall be shared by the Principals and the District, equally.

Effective January 28, 2010, the above Grievance Procedure shall be revised to read as follows:

Section 10.1 - A “grievance” shall be an allegation by an employee that a specific provision of this Agreement has been violated.

Section 10.2 – Procedural Stages

A. District Stage

1. The grievant shall, within 30 calendar days from when the grievant knew or should have known about the matter complained of, submit a written grievance to the Superintendent of Schools or designee on the attached form. All information must be fully completed on the form at the time of submission or the grievance will not be further processed. Failure of the employee to comply with this procedure and/or to file the grievance within the contractually prescribed timeline shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time periods.

2. The Superintendent of Schools or designee shall render a written determination on the grievance within 10 working days and communicate same to the grievant and Union. The Superintendent of Schools or designee may, in his/her discretion, direct that the employee and Union attend an informal hearing where they shall, with or without representatives at their discretion, appear and present oral and written statements supplementing their positions in the grievance. The grievant may also request that the Superintendent of Schools or designee exercise his/her discretion to hold such a hearing. The hearing shall be held within 10 working days of the direction by the Superintendent of Schools that the hearing be held. The Superintendent of Schools or

designee shall render a written determination on the grievance within 10 working days of receipt of the grievance, or the hearing, whichever is later, and communicate same to the grievant and Union.

3. If the grievance is not resolved at this stage, the Union may proceed to the next Stage.

B. Advisory Arbitration

1. The demand for advisory arbitration shall be in writing and served upon the Superintendent of Schools within 15 working days of the Union's receipt of the decision at the District Stage. Failure of the Union to comply with and appeal within the contractually prescribed timeline shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time period.

2. If the parties are unable to agree upon an arbitrator within five working days, then an arbitrator shall be chosen in alphabetical order from the following panel: Stephen Bluth, Arthur Riegel, Jay Siegel. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

3. The arbitrator will hear the matter and will submit his/her advisory, non-binding recommendations to the Superintendent of Schools not later than 30 calendar days from the date of the close of the hearing. The arbitrator's recommendations will be in writing and set forth his/her findings of fact and recommendations on the issue(s) and shall be sent to the District and the Union. The Arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and shall be bound by its express terms.

4. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

C. Board Stage

1. In the event that the advisory recommendations of the arbitrator are not satisfactory, either the Superintendent of Schools or the Union may submit the grievance in writing to the Board of Education and the other party within 15 calendar days after the receipt of the arbitrator's recommendations. Failure to appeal within the contractually prescribed timelines shall result in the dismissal of the appeal. The appealing party shall include the written record of the previous stages.

2. The Board of Education shall meet with the parties in executive session within 30 calendar days of the submission of the grievance to it. The Superintendent of Schools and the Union and/or their representatives shall be invited to be present. The Board shall render its decision in writing to the parties within 30 calendar days of the close of the hearing. The written record, if any, of the hearing before

the Board shall be made available to the parties prior to the issuance of the Board's decision.

D. Disability and Delay

1. If a grievant is so ill or incapacitated as to make it impractical to avail himself/herself of this procedure during any period of time in which the grievant is required to act in accordance with this procedure, the time within which to act shall be deemed extended by no more than 90 calendar days.

ARTICLE 11 – OATH OF ALLEGIANCE

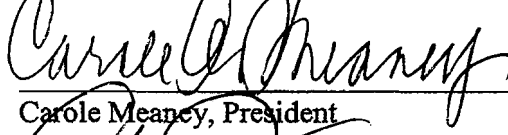
Section 11.1 – Any Principal who refuses to take the Oath of Allegiance as required by Section 3002 of the Education Law shall immediately be referred to the Board of Education under the provisions as outlined in the Education Law.

ARTICLE 12 – DURATION OF AGREEMENT

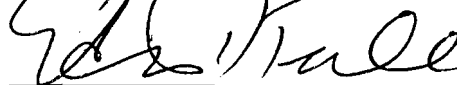
Section 12.1 – This Agreement shall be effective as of July 1, 2009 and will remain in effect until June 30, 2012 or until a new contract is negotiated, except as it may be amended in writing by both parties.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement the day and year first above written.

BOARD OF EDUCATION



Carole Meancy, President



Dr. Edward Fale, Supt. of Schools



Lisa Conte

Date: 3-15-10