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**Contract Database Metadata Elements**

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Local:

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**JULY 1, 2018– JUNE 30, 2021**

**AGREEMENT BETWEEN**

**ISLAND PARK UNION FREE SCHOOL DISTRICT**

**AND**

**ISLAND PARK ADMINISTRATORS' ASSOCIATION**

7/1/18 - 6/30/21

Island Park Union Free School District  
Island Park, New York

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**ADMINISTRATORS' AGREEMENT**

This Agreement is made between the Island Park UFSD ("the District"), and the Island Park Administrators' Association.

The parties hereto agree as follows:

**ARTICLE I TERM OF AGREEMENT**

This Agreement will remain in full force and effect from July 1, 2018 through June 30, 2021.

**ARTICLE II DUTIES AND RESPONSIBILITIES**

- A. The Administrators agree to perform all services and duties imposed upon an Administrator by the Education Law of the State of New York, Regulations of the Commissioner of Education, Job Descriptions and Board Policy.
- B. Administrators will present annually to the Superintendent proposals for professional development or alternative education experiences. The program must be one that is mutually agreed upon by the Superintendent and the Administrator. The District will pay the tuition for the program and reasonable expenses incurred during attendance. Administrators will take appropriate measures to disseminate information received in the program to the Superintendent, colleagues and teachers.
- C. The Pupil Personnel Director will, in addition to fully and satisfactorily continuing to perform her traditional work duties and responsibilities, also devote her best efforts to developing and implementing a monthly succession plan document that will include, among other things, monthly training activities for her District-designated successor (presently Jacob Russum) commencing on or about July 1, 2018 through and including June 27, 2019. The Pupil Personnel Director's successorship plan document, training activities and related successorship planning and implementation issues are all subject to review and approval by the Superintendent of Schools, who will retain sole discretion regarding the appropriateness, acceptability and completeness of same.

**ARTICLE III CHANGE OF STATUS**

The Superintendent will discuss any change in status of an Administrator prior to recommending the change to the Board. Whenever possible, notice will be given six months prior to the change.

**ARTICLE IV SALARY AND BENEFITS**

A. Effective July 1, 2018, each employee's base salary will be increased by 1.5%. Effective July 1, 2019, each employee's base salary will be increased by an additional 1.5%. Effective July 1, 2020, each employee's base salary will be increased by an additional 1.5%.

B. Employees will work a 12-month year.

C. Longevity:

- Longevity payment of \$1,500 commencing in years 7, 10, and 15 of service in the Island Park School District.
- Longevity payments will not be included in base salary for purposes of the application of annual salary increases, but will be paid continuously each year the employee is eligible.

D. Earned Degrees:

Starting salary will be established based upon experience and degrees earned to date. Degrees earned subsequent to employment, provided the course of study has been approved by the Superintendent at time of matriculation, will be compensated as follows:

2<sup>nd</sup> MA - \$950  
PD - \$950  
Doctorate - \$2,453

E. In-Service Programs:

An employee who teaches a 10-hour in-service program, approved in advance by the Superintendent of Schools, will receive \$1,200 for the program. This compensation includes all preparation time as well as instructional time. If an in-service program is cancelled after it is approved by the Superintendent, for example, cancellation due to low enrollment, the employee will not receive any compensation for the program.

F. Vacations:

1. Each Administrator will be entitled to a vacation of one month (22 workdays) during each school year. Vacations will be taken during July and August, unless the Superintendent approves an alternate arrangement.
2. Employees may carry-over not more than 10 unused vacation days. Employees may receive payment for a maximum of 10 unused accumulated vacation days,

paid at the rate of 1/210 of total annual salary, provided that a request for payment is submitted in writing by June 30.

G. Sick Leave:

1. An Administrator will be granted 15 days sick leave per year. Unused sick days will accumulate to a maximum of 210 days. The District has the right to require an Administrator who is absent from work due to illness for more than three consecutive work days to provide a physician's certificate.

H. Personal Leave:

Administrators will be granted personal leave at the discretion of the Superintendent.

I. Health and Dental Insurance:

The District will provide the following insurance programs for each Administrator:

1. Health insurance for individual, individual and dependent and dependent students, pursuant to the Empire Plan Core+. Payment each year for participation in this plan will be as follows:

District:	80%
Administrators:	20%

2. Employees on payroll at time of implementation of this Agreement with five (effective 11:59:59 p.m. on June 30, 2012, 10 years of service) years of service in the District who retire in the New York State Teachers' Retirement System will receive health insurance during retirement at the payment rate of 15% for individuals.
3. Employees on payroll at the time of the ratification and approval of the 2005-2009 Agreement with five years of service in the District who retire into the New York State Teachers' Retirement System will receive health insurance during retirement at a contribution rate of 15% based upon the level of coverage (e.g., individual, family) being utilized by the employee in retirement.
4. All employees joining the bargaining unit on or after May 23, 2011 with five years of service (effective 11:59:59 p.m. on June 30, 2012, 10 years of service) with the District as their last public sector employer who retire into the New York State Teachers' Retirement System will receive health insurance during retirement at a contribution rate of 20% based upon the level of coverage (e.g., individual, family) being utilized by the employee in retirement.

5. Administrators will be eligible to join each section of the District's Section 125, Internal Revenue Code, Flexible Spending Plan.
6. Dental insurance coverage will be a maximum of \$6,000 for each Administrator (Standard District Plan). Administrators desiring family coverage may select the plan and pay the difference between the family rate and the sum paid by the District for individual coverage.

The District will provide this individual dental insurance at its sole cost and expense.

7. An employee, at his/her option, may decide not to accept the District's health insurance for a period of not less than one calendar year and receive payment as follows: if the employee drops from family coverage and elects no coverage, compensation is \$2,500; if the employee drops from individual to no coverage, compensation is \$1,500. In order to receive this cash payment, an employee must sign an application form (prepared by the District) each year during the annual option transfer period. The employee may only be reinstated to the District's plan in the event of a qualifying event causing the loss of the other person's health insurance, consistent with and as defined by the rules and regulations of the District's health insurance plan and applicable laws and regulations.

J. Disability Insurance:

Disability insurance will be provided as per the District plan for School Administrators.

K. Life Insurance:

Term life insurance, in the face amount of \$100,000 will be provided for each Administrator with premiums fully paid by the District. Effective July 1, 2018, the face amount will be \$125,000.

L. Legal Defense:

The District will provide fully paid legal counsel, who will personally represent the Administrator before law enforcement as well as judicial authorities, in any case, hearing, trial or proceeding in which the Administrator is accused or has charges preferred against the Administrator by any individual or group where those charges relate to performance of duties within the scope of employment. This does not include charges or proceedings brought by the District against the Administrator. This provision does not waive the Administrator's right to seek and/or be awarded, if appropriate, attorneys' fees in defending against those charges or proceedings.

**M. Terminal Pay:**

Upon retirement, disability, resignation, or termination of services, an Administrator will be granted terminal pay, in an amount equal to 30% of the then current daily rate of pay, based upon a 210 day work year, for each day of accumulated sick leave as tabulated on the effective date of termination. The Superintendent must receive a written notice of retirement or resignation from an administrator who seeks terminal pay pursuant to this provision at least three months in advance of the effective date of retirement or resignation. Payment will be made with 90 days.

**N. Terminal Leave:**

Administrators with 10 years of service in the District and eligible to retire in the New York State Teachers' Retirement System will receive a payment of \$25,000 in addition to reimbursement for unused sick days. Notice must be received by the Superintendent at least four months in advance of the effective date of retirement from an administrator who seeks the benefit pursuant to this provision.

In addition, \$25,000 will be changed to \$50,000 for retirement or resignation solely for the Pupil Personnel Director provided written notice of the effective date for retirement or resignation is given to the Superintendent of Schools at least four calendar months prior to either event; this provision will sunset, and be of no further force and effect, as of 11:59:59 pm on June 30, 2019.

The IPAA hereby warrants and covenants that, as a material condition of the District's consent to entering into the 2018-2021 Agreement, it will not, for any reason, seek the continuation or extension of the second paragraph of this Section beyond June 27, 2019.

**O. Bereavement Days:**

Each Administrator is entitled to three days leave for the purpose of attending the funeral of a member of the immediate family. Immediate family will mean spouse and children, brother, sister, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law. In the event of the death of parents, a spouse or children, this leave can be extended to five days by the Superintendent.

**P. Meetings:**

Administrators will attend all PTA meetings.

Administrators will attend Board meetings at the request of the Superintendent.

Administrators requested by the Superintendent to attend overnight student activities will be compensated at a rate of 1.5 times the teachers' pay for the event.

**Q. AFLAC:**

The District will provide Administrators with voluntary payroll deduction options for the Aflac Personal Cancer Plan Policy and the Aflac Personal Accident Expense Policy at no cost to the District. Prior to availing him/herself of an Aflac payroll deduction benefit, the Administrator must execute an agreement, prepared by the District, pursuant to which the Administrator will agree to indemnify and save and hold harmless the District and any of its employees, representatives and/or officers (collectively "employees") against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the District or any of its employees for the purpose of complying with this provision.

**R. IRC §403(b):**

1. The District will calculate the dollar value that the eligible employee is entitled to receive in accordance with Article IV, Sections "M" and "N" of the CBA for the payment of Terminal Pay and Terminal Leave up to the applicable cap set forth in the CBA and the 2009-2012 Agreement.
2. The District will establish a tax-sheltered annuity plan that meets the requirements of 26 U.S.C. §403(b) ("Plan").
3. The District will make an initial contribution into a § 403(b) account on behalf of the employee in an amount equal to the lesser of: (i) the payment to which the employee is entitled to pursuant to Section R(1) of Article IV of this Agreement ("the Payment"); or (ii) the maximum contribution amount permitted pursuant to § 415(c) of the Internal Revenue Code of 1986, as amended ("the Maximum Contribution"), reduced by any contributions made during that calendar year to a § 403(b) account by or on behalf of the employee.
4. Eligible employees who timely submit their letter of resignation for retirement purposes will receive an initial employer non-elective contribution into a designated 403(b) account established for the retiring employee up to the maximum amount allowed by IRS Sections 403(b) and 415(c) within one month of the retirement.
5. If any of the Payment is still available after the initial payment then, on or about the following January 1, the District will make an additional contribution into a § 403(b) account on behalf of the employee equal to the lesser of: (i) the portion of the Payment that was not contributed to a § 403(b) account



pursuant to Article IV, Section R(3); or (ii) the Maximum Contribution, reduced by any contributions made to a § 403(b) account during the calendar year in which the second payment will be made by or on behalf of the employee. In the event that the aggregate of the employer non-elective contributions exceeds the applicable annual contribution limitation, the excess amount will be paid directly to the employee as compensation.

6. No eligible employee or his or her estate will have the right of election to take the payment for Terminal Pay and/or Terminal Leave as cash or any other alternative to any employer non-elective contributions.
7. This provision is subject to IRS regulations and rulings. Should any portion be declared contrary to law, then it will not be deemed valid and subsisting, but all other portions will continue in full force and effect. As to those portions declared contrary to law, the Association and District will promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
8. Both the District and the employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and District Non-Elective Contributions and the amount of the employee's Includible Compensation.
9. This Agreement is subject to the complete execution of any hold harmless agreement of the provider, should one be required.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **Stage I**

- An employee may present a grievance in writing to the Superintendent or designee within 10 days of the act or condition that is the basis of the grievance.
- The Superintendent or designee will, within five days of receipt of the grievance, meet and confer with the aggrieved party to arrive at a satisfactory resolution.
- The Superintendent or designee will provide a decision in writing within 10 days of the conference.

### **Stage II**

- Within five days of receipt of the Superintendent's decision, the aggrieved party may appeal to the Board of Education.

- Within 15 days of receipt of the appeal, the Board will consider the complaint and conduct investigations and hearings as deemed necessary.
- The Board will communicate the final decision to both parties within 30 days of receipt of the appeal.

### **Stage III**

- Within 10 days of receipt of the Board's decision, the Association may submit the dispute to arbitration.
- The proceeding may be initiated by filing an appropriate notice with the American Arbitration Association. This notice will include a brief statement setting forth precisely the issue to be decided and the specific provision of the Agreement claimed to have been violated. A copy of the notice will be simultaneously submitted to the other party. The Voluntary Labor Arbitration Rules will apply to all proceedings under Stage III.
- The Arbitrator will limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she will be without power of authority to make any decisions:
  - a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
  - b) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws (provided that the bylaws do not conflict with the provisions of the collective negotiations agreement in effect at the time of the award), applicable laws or rules and regulations having the force and effect of law;
  - c) Involving powers or duties imposed by law upon the Superintendent and/or the Board of Education including, but not limited to, action taken pursuant to Education Law § 3012.
- The decision of the Arbitrator, if made in accordance with his/her jurisdiction and authority under the Agreement, will be accepted as final by the parties and both will abide with it.

### **Grievance Rules**

- Copies of all documents submitted as evidence will be available to all parties.
- Failure to respond to the grievance within the specified time limits will permit the aggrieved to proceed to the next level.

1/6/19

- Failure to appeal within the specified time limits will be deemed acceptance of the decision at the last step.
- Days will be school days.
- Time limits may be extended or shortened by mutual agreement.
- Appeals will be in writing indicating specifically how the decision is erroneous and the remedy desired.
- Notices of conference will be sent to all parties to the proceeding.
- The grievance stated in Stage I will not be changed, altered or modified at any subsequent stage.
- Parties will share equally in the expense of the arbitration.

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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures.

**ISLAND PARK UNION FREE SCHOOL DISTRICT  
ISLAND PARK, NEW YORK**

Rosmarie T. Bovino  
Dr. Rosmarie T. Bovino

Dated: 1/17/19

**ISLAND PARK ADMINISTRATORS' ASSOCIATION**

Laurie Scimeca, Ed.D  
Dr. Laurie Scimeca

Dated: 1/17/19