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#### **Contract Database Metadata Elements**

Title: **Franklin Square Union Free School District and Principals Association (Franklin Square) (2003)**

Employer Name: **Franklin Square Union Free School District**

Union: **Principals Association (Franklin Square)**

Local:

Effective Date: **07/01/03**

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**BOARD OF EDUCATION OF FRANKLIN SQUARE  
UNION FREE SCHOOL DISTRICT**

**TOWN OF HEMPSTEAD  
FRANKLIN SQUARE, NEW YORK**

**and**

**ASSOCIATION OF PRINCIPALS**

**FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT  
FRANKLIN SQUARE, NEW YORK**

**For the School Years**

**July 1, 2003 through June 30, 2007**

**RECEIVED**

**DEC 16 2004**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

AGREEMENT made this      day of January 2004 between the Board of Education of Franklin Square Union Free School District (hereinafter called the "Board") and the Principals' Association (hereinafter called the "Association").

WHEREAS it is the purpose and policy of both the Board and the Association to encourage and maintain effective and harmonious relationships between the Board and the members of the Association and to assure each student the fullest educational opportunities in keeping with his or her own individual potentials and capacities, the following terms and conditions of employment are hereby agreed upon between the Board and the Association.

ARTICLE I. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in force and effect through June 30, 2007.

ARTICLE II. RECOGNITION AND NO STRIKE PLEDGE

1.      Recognition: The Association having been selected by a majority of the Principals in an appropriate unit, is hereby recognized as the exclusive collective negotiating agent for all members of the Principals Unit (as defined in paragraph B below) for the duration of this contract.
  
2.      Principals: For the purposes of this agreement, the Principals' unit staff shall consist of all certified Building Principals and Assistant Principals.
  
3.      No-Strike Pledge: So long as the Association is the exclusive negotiating agent as aforesaid, the Association agrees to comply with the provisions of the Public Employees' Fair Employment Law, prohibiting strikes, as said Law is now in effect or may be hereafter amended.

ARTICLE III. NEGOTIATIONS PROCEDURES

No later than December 1st of the final year of this Agreement, representatives of the Association and the representatives of the Board shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district.

If such an agreement is not concluded prior to the end of the fiscal year of the school district, an impasse may be deemed to exist. Either party may request the services of the New York State Public Employment Relations Board as prescribed by the Civil Service Law in regard to mediation and fact finding.

#### ARTICLE IV. ASSOCIATION RIGHTS

1. Board agenda and minutes: At such time as agendas and minutes of public Board meetings are available to the public, the Association shall be afforded a copy.
2. Calendar: Prior to its adoption by the Board, the Association shall be consulted regarding the development of the school calendar.
3. Dues deduction:
  1. The Board, by its officers, agents and representatives, will deduct from the salaries of unit members such uniform amount of membership dues of the Association as the unit members individually and voluntarily may authorize the Board, in writing, to deduct and transmit to the Association. Such written authorization shall be on forms provided by the Association.
  2. Unit members waive all rights and claims against the Board for the monies so deducted and transmitted in accordance with their authorization, and relieve the Board, its officers, agents and representatives, from any liability therefor.
  3. The dues deduction for the Association shall be made in equal installments, commencing with the October 15<sup>th</sup> payroll and continuing through December 30<sup>th</sup> and shall be only for the amounts owed by the unit member for that payroll period. No later than September 30<sup>th</sup>, the Association shall provide the Business Office with the authorization forms described above in paragraph 1.
  4. The Business Office shall promptly transmit the amounts so deducted to the Association. The initial payments shall include lists of the members who have elected payroll deductions. Subsequent payments shall include lists of additional names of unit members who have elected payroll deductions.
  5. A unit member may revoke his/her authorization at any time by written notice to the Business Office. Revocation will be effective upon receipt by the Business Office. Notification of this revocation will be forwarded to the Association. Absent such revocation, authorization shall continue in force from year to year.
  6. The Association shall notify the Business Office of any changes in its dues structure.

4(a) Tax sheltered annuity plans: Four tax sheltered annuity plans will be made available to members represented by the Association.

4(b) District shall establish for the term of this Agreement and expiring June 30, 2007, an IRC Section 403(b) Annuity Plan for Administrators for terminal leave (retirement) payments for accrued sick leave (*annual leave-Article VII[C] herein*) and retirement incentives (*Article VII[F] herein*) to be deposited therein on behalf of each retiring administrator, as a non-elective employer contribution. At its inception, all Association members shall consent in writing to the designation of the specific Annuity Plan and fund to which all administrators' terminal leave (retirement) payments for accrued sick leave and retirement incentives are to be deposited on behalf of each retiring administrator. The form of the IRC Section 403-b Annuity Plan for administrators shall be subject to District's requirements, and District shall have no responsibility, nor liability, for any losses resulting from the establishment and maintenance of the Annuity Plan, or for monetary losses incurred by administrators as a result of investments in such Annuity Plan. The Annuity Plan shall be in the form annexed as Appendix "B".

5. Policy Book: Each principal shall receive a policy book and updates.

#### ARTICLE V. COMPENSATION

1. Base salary: Salary shall be paid in accordance with the schedule annexed hereto as Appendix A.

2. New hires salary: Salary for persons hired during the contract term shall be determined by the Board of Education.

#### ARTICLE VI. CONDITIONS OF EMPLOYMENT

A. The parties agree to jointly develop a management by objectives evaluation procedures. Such evaluation procedure shall include the following points:

1. Objective agreed upon by October 15.
2. At least two meetings between the Superintendent and the Principal to occur on or about December 15 and April 15.
3. At the aforementioned meetings the Superintendent will notify the Principal if she/he is not meeting her/his objectives, and suggest ways in which the Principal may meet the objectives.
4. Each principal will receive a mid-year evaluation by February 1.
5. Each principal shall receive a draft evaluation and have a conference to discuss the draft evaluation by June 15.
6. Each principal will receive a final evaluation by June 30.

B. Personnel files:

1. Unit members shall have the right to review their official personnel files at any time, to make copies of material therein and to append remarks to any document in the files; said inspection shall take place in the presence of the Superintendent or his designee. The official personnel file is the file maintained by the Superintendent.
2. Said personnel files shall include all observations, evaluations, year end reports, letters, memos and other documents pertaining to unit members' conduct, service, character and personality written by administrators and supervisors.
3. No material may be added to said files unless the unit member has an opportunity to read the material and to affix his/her signature to it, and to append remarks to it. His/her signature shall not necessarily indicate approval or agreement; it merely signifies that he/she has seen the document.
4. Any materials in said files, proven to be erroneous or unjust, shall be removed.

C. Transfers: Any unit member who is to be transferred shall receive notice of such transfer at least 10 days prior to the effective date of such transfer.

D. The work day of administrators must be flexible to encompass their professional responsibilities and no firm schedule of hours reflects those responsibilities. Consequently, the parties recognize Administrators may work flexible hours to accomplish their goals. The expectation is that Principals are to be present in their respective School Buildings during school hours.

E. Work year: July 1st through June 30th work year. Principals shall be authorized the traditional recess/holiday periods accorded teachers, other than the summer recess period.

## ARTICLE VII. BENEFITS

A. Health Insurance:

- (1) Health plan. The District agrees to participate in all of the options of the State Employees' health insurance plan.

(A) Employee contribution. Unit members shall be required to contribute to the payment of individual or family coverage, whichever is applicable, in a dollar amount equal to the following percentages of the total cost of such coverage:

Year 1:	10%
Year 2:	12%
Year 3:	15%
Year 4 & thereafter:	15%

(2) Opting-out plan. Unit members may voluntarily waive coverage under the medical insurance program provided for in this Agreement by notifying the District in writing by June 1 of their desire to do so for the subsequent school year.

Unit members who waive such coverage shall receive in the following June a lump sum payment added to their gross salary equal to fifty percent of the premium the District would otherwise have paid on their behalf.

Consistent with the regulations of the health insurance carrier, any unit member who has waived coverage under this provision shall be reinstated in the medical insurance plan and coverage shall commence thirty calendar days after the District receives written notification of request for reinstatement from the unit member, or upon such later date if required by the health insurance carrier.

Unit members who are thus reinstated after having waived coverage shall receive in June a pro-rata share of the annual lump sum payment that would otherwise have been due them.

Unit members entering service after June 1 may opt to waive coverage under these provisions within 30 days of their employment. In such cases, the lump sum payment shall be pro-rated to reflect fifty percent of the premium costs that otherwise would have been incurred by the District. The provisions of this paragraph "3" will expire on June 30, 2007, unless expressly continued by subsequent Agreement.

(3) Retirees under 2003-2007 Contract. The District agrees to extend its current practice of providing health benefits on the same terms as apply to active unit members for individual and family coverage to persons who retire during the terms of the contract from July 1, 2003 through June 30, 2007, at which time the benefit shall be reduced to the minimum allowed by the Civil Service Law.

effective June 30, 2006, with written notice submitted to the School District a minimum of nine months prior to the effective date of retirement. Such retirement incentive payment is in addition to the terminal leave payment authorized under this Article "VII (C)"-"Terminal Leave" hereinabove.

- (a) Payments under this Article shall be made as of June 30th, in the retiring year, or in January of the succeeding year, at the option of the Administrator, if legally permissible.
- (b) In the event of the eligible Administrator's death after filing for the benefits pursuant to this Article, payment of the due benefit shall be made to the Administrator's estate.

G. Annual Leave Days

- 1. Absence from duty because of sickness or personal reasons shall be excused with full pay on the basis of:
  - a. 13 days per year for those employees who have served this district fewer than 3 years.
  - b. 15 days leave per year for those employees who have served this district for more than 3 years

Personal Illness:

c (1) Annual leave days may be utilized for personal illness, without limitation, to the extent accumulated days are available. Personal illness shall include hospital or doctor's visits, to the extent that such visits cannot reasonably be scheduled outside of school hours.

Family Illness:

c (2)(i) Up to ten (10) annual leave days in a school year may be utilized for purposes of caring for an administrator's spouse, child, parent or domestic partner and/or for a grandparent residing in the same household, unless an extended period is authorized by the Superintendent. Except in emergencies, the use of annual leave days pursuant to this paragraph (c) (2)(i) requires prior notification to the Superintendent.

c (2)(ii) Administrators may utilize annual leave beyond the ten (10) days provided for in paragraph (c)(2)(i) for the care of a spouse, child, or parent for a serious health condition within the meaning of the Family and Medical Leave Act for a period of up to a total of twelve (12) weeks, with pay to the extent of accrued annual leave and without pay following exhaustion of accrued annual



leave. Except in emergencies, use of annual leave pursuant to this paragraph (c)(2)(ii) requires prior notification to the Superintendent, and the Superintendent may request the Administrator to provide medical evidence of the illness and/or evidence of the necessity of the administrator's caring for the family member.

Personal Leave:

c(3) Personal Leave. Administrators shall have the right to utilize annual leave for personal reasons, with up to three (3) annual leave days utilized in a school year annually for personal reasons as hereinafter defined, with a minimum of two (2) days prior written notification to the Superintendent (excepting emergencies) with reasons cited on prescribed forms. Use of annual leave days for personal reasons beyond the first three (3) days shall require the prior approval of the Superintendent. Personal reasons are defined as follows:

1. Legal matters, including house closings, income tax hearings, adoption proceedings, court appearances, probate proceedings, and the like;
2. Ceremonies such as family weddings, graduations, and religious exercises;
3. Household moving;
4. Funeral attendance/bereavement for family members not specified in Article "XII(A)(5)"
5. Religious holidays
6. Illnesses not covered in paragraphs (c)(2)(ii), in the sole discretion of the Superintendent.
7. Any other reason approved by the Superintendent in his sole discretion.

c(4) In the event that the Superintendent denies a request for the use of annual leave the Association and the Administrator shall have the right to meet with the Superintendent to discuss the denial.

2. Annual leave days shall be cumulative.
3. For extended leave beyond accumulated annual leave days, an employee of this District, upon the recommendation of the Superintendent and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.

4. Administrators contracting a childhood disease must:

Produce a physician's certificate attesting to the fact that the administrator has had the disease.

Submit proof through the school nurse that a case of said disease was present in the administrator's school building.

When the above documents have been forwarded to the Superintendent the administrator shall be granted annual leave credit for the period of absenteeism due to this illness without deduction from his/her accrued annual leave.

5. Administrators shall be entitled to five (5) days bereavement leave with pay following the death of a spouse, child, parent, grandparent, or a domestic partner cohabitating with Administrator in the Administrator's household.

## **H. Child Rearing Leave**

### **General Statement**

The Board shall grant a leave of absence without pay for child rearing leave to a professional employee upon his/her written application therefor. Said application must be made within thirty days following the birth or adoption of a child.

### **Duration**

Such leave shall be granted but shall terminate on August 31. In no event, shall such leave exceed two years, except that in the event that the September return date exceeds one or two years, as the case may be, the applicant may have the option to accept such leave expiring on the August 31 next following the one or two year leave.

Administrator must notify district in writing by no later than May 15<sup>th</sup> of the intention to return to work in September. In the event that there are extenuating circumstances, an administrator may request the Board to extend the May 15<sup>th</sup> deadline, but such extension shall not exceed June 15<sup>th</sup>. Such extension will not be unnecessarily withheld.

To the extent required by applicable law, the Annual Leave provisions of this agreement apply to any disability caused by pregnancy.

The foregoing does not preclude the District's right under Section 913 of New York State Education Law, to require any person employed by the District to submit to a medical examination.

If mutually agreed upon between administrator on child rearing leave without pay and District, said Administrator may be placed in another school building upon the expiration of his/her child rearing leave.

**I. Jury Duty**

1. Any professional employee shall be excused without loss of pay or other benefits while serving as juror.

Absence for the purpose stipulated in "1" shall not be charged against annual leave.

All remuneration, if any, received by a professional employee for services as provided in "1" hereof shall be paid over to the school district within five (5) days after the same shall be received

**J. Military Leave**

1. Except as otherwise provided in "2" a professional employee is entitled to leave of absence while engaged in the performance of military duty and shall be reinstated after the termination of such military duty provided application is made for such reinstatement within ninety (90) days after termination of such military duty.
2. An administrator inducted into the armed forces of the United States shall receive probationary credit for the time absent on military duty. However, if the end of the probationary service occurs while the Administrator is on military duty, or within one (1) year following the termination of such military duty, his/her period of probationary service will be extended for a period not to exceed one (1) year from the date of termination of such military duty but in no event for a period of probationary service in the actual performance of teaching services, exclusive of military service, beyond that required at the time of his/her entry into military service. A probationary Administrator may not become a tenured Administrator automatically while in the armed forces but must complete any extended period of probationary service prior to becoming eligible for tenure.
2. Upon termination of the military service and reinstatement in the position as above stated, each professional employee is entitled to the same rate of salary to which he/she would have been entitled had he/she been in

continuous employment and to all rights or privileges he/she would have enjoyed had he/she been continuously employed.

4. A professional employee who is a member of an organized reserve of the United States armed forces shall be entitled to thirty (30) days consecutive leave of absence each year with full pay for the duration of ordered military duty.

**K. Tuition Reimbursement**

District shall reimburse each administrator an amount not to exceed \$4,000 annually for tuition paid for successful completion of post-graduate university courses approved by the Superintendent. Superintendent's prior approval of all courses will be required. The tuition reimbursement monies paid to an administrator are to be refunded to the District if the recipient-administrator resigns employment within three years of the District's final tuition payment. This provision will expire (Sunset) on June 30, 2007; however, a principal's obligation to repay District's tuition payments shall continue beyond June 30, 2007 with respect to tuition monies paid during the Contract term pursuant to this provision.

**L. Assistant Principal Reversionary Rights**

An Assistant Principal promoted from a classroom teaching position within the District shall be restored to a classroom position (with commensurate salary) if the Assistant Principal position is abolished by the Board prior to completion of the probationary term.

**ARTICLE VIII. GRIEVANCE PROCEDURE**

A. Declaration of Policy: It is the intent of the Board and the Association to provide for the orderly settlement of grievances in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged. Prior to filing a formal grievance, an effort shall be made by both parties to resolve the grievance in informal discussions.

B. Definitions:

1. Grievant shall mean any person in the bargaining unit; any group of employees in the bargaining unit; or the Franklin Square Principals' Association.
2. Grievance shall mean any claimed violation of this agreement. The term "grievance" shall not include any matter involving an employee's retirement benefits, disciplinary proceeding or any matter which is

otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. A grievance shall be deemed to have been waived unless it is presented within thirty (30) school days, or sixty (60) calendar days, whichever is shorter, after the event or events on which the grievance is based, is know or should have been known by the grieving party.

3. Request for Review shall be the request by which the employee, or his representative, proceeds from stage to stage in the grievance procedure. Such request for review shall be in writing and shall contain a complete statement of facts, including the specific grievance and a copy of the determination from the previous step.

C. Rules and Regulations:

1. Any employee shall have the right to present grievances in accordance with the procedures in this Article.
2. The Superintendent may delegate his powers to a designee of his choice. If the Superintendent has designated someone to act in his behalf, he shall also delegate full authority to render a determination in his behalf.
3. Each party to a grievance shall have access to all records pertaining to such case.
4. The grievant may, with the approval of the Superintendent, skip other stages in the procedure.
5. Time limits in the procedure may be shortened or lengthened with written mutual consent of the parties.
6. A grievance will be deemed to have been satisfactorily resolved if the employee does not proceed to the next stage of the procedures within fifteen (15) school days or thirty (30) calendar days, whichever is less.

D. Procedures:

1. Formal Stage I
  - a. The grievant shall make a written request to the Superintendent for review and determination. The grievance and the relief sought shall be described.

- b. Such hearing shall be held within ten (10) school days after the receipt of the request for review.
- c. The Superintendent, or his designee, shall render his written determination to all parties concerned in the case within ten (10) school days after the hearing required by paragraph "b" has ended.
- d. If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to Formal Stage II.

2. Formal Stage II

- a. The aggrieved employee may make a written request for review, to the Board of Education.
- b. Such hearing shall be held by Board, or its designee, within thirty (30) school days after the receipt of the request for review by the Board or its designee.
- c. The Board of Education shall render its written determination in the case, within thirty (30) school days after the hearing required by paragraph "b" has ended.
- d. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Formal Stage III.

3. Formal Stage III

- a. The Association may make written demand for arbitration of the grievance to the Superintendent and proceed to arbitration in accordance with the rules of the American Arbitration Association.
- b. The parties shall share equally the expense of the arbitrator.
- c. The arbitrator shall have the authority to state an opinion and a remedy which shall be advisory to the parties.
- d. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this agreement.

ARTICLE IX. LEGISLATIVE AUTHORITY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT 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 X. CONFERENCE ATTENDANCE

The Board desires to promote continuing education of the District's principals and encourages their attendance at conferences, programs and meetings which enhance their ability to more effectively discharge their duties as instructional leaders. The Board recognizes the value of the attendance of principals at State and national conferences. Accordingly, Board shall allocate sufficient monies for appropriate professional growth opportunities for principals, including, at a minimum, attendance of at least one principal at one national conference and/or State conference annually, as authorized by the Superintendent, together with annual attendance at a number of local conferences, programs and meetings by all, or most, principals, as authorized by the Superintendent.

ARTICLE XI. SAVINGS CLAUSE

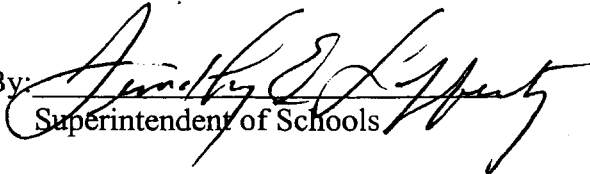
In the event any provision of this contract is, or shall become, unlawful all other provisions shall continue in full force and effect.

Any substitute provision or action shall be the subject of good faith negotiations between the Association and the Board.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

FRANKLIN SQUARE UNION FREE  
SCHOOL DISTRICT

ASSOCIATION OF PRINCIPALS

By:   
Superintendent of Schools


By: 

Date: January , 2004

Date: January , 2004

The forgoing is hereby approved.

BOARD OF EDUCATION, FRANKLIN  
SQUARE UNION FREE SCHOOL DISTRICT

By:   
President

Date: January , 2004



APPENDIX "A"

I. PRINCIPALS:

A. Base Salary – Non-tenured:

\$111,626 July 1, 2003 – June 30, 2004

B. Base Salary – Tenured:

\$117,476 July 1, 2003 – June 30, 2004

\$122,175 July 1, 2004 – June 30, 2005

\$127,062 July 1, 2005 – June 30, 2006

\$132,144 July 1, 2006 – June 30, 2007

II. ASSISTANT PRINCIPALS:

A. Base Salary:

\$ 93,530 July 1, 2003 – June 30, 2004

\$ 97,271 July 1, 2004 – June 30, 2005

\$101,421 July 1, 2005 – June 30, 2006

\$105,478 July 1, 2006 – June 30, 2007

III. PERFORMANCE INCENTIVE PAYMENTS FOR TENURED PRINCIPALS:

In addition to base salaries, tenured principals shall be eligible to receive an annual performance incentive from a fund created with a sum equal to one-half of one percent (1/2%) of tenured principals' salaries, which performance incentive may be allocated among those tenured principals as Superintendent directs. All annual performance incentive payments shall be considered one-time payments, and shall not be added to base salary. Superintendent shall establish annual criteria for the awarding of performance incentives in consultation with principals.