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Contract Database Metadata Elements

Title: Great Neck Union Free School District and Association of Supervisors and Administrators of the Great Neck Educational Staff (2012) (MOA)

Employer Name: Great Neck Union Free School District

Union: Association of Supervisors and Administrators of the Great Neck Educational Staff

Local:

Effective Date: 07/01/2012

Expiration Date: **06/30/2017**

PERB ID Number: 5131

Unit Size:

Number of Pages: 27

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AGREEMENT

BETWEEN THE

GREAT NECK BOARD OF EDUCATION

AND THE

ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS OF THE

GREAT NECK EDUCATIONAL STAFF, INC.

JULY 1, 2012 - JUNE 30, 2017

AGREEMENT entered into to take effect July 1, 2012 by and between the BOARD OF EDUCATION, GREAT NECK UNION FREE SCHOOL DISTRICT, TOWN OF NORTH HEMPSTEAD, NASSAU COUNTY, NEW YORK (Hereinafter called the "Board"), and the ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS OF THE GREAT NECK EDUCATIONAL STAFF, INC., a corporation organized under the Membership Corporation Law of the State of New York (hereinafter called the "Association") on behalf of its members (hereinafter called "Employees").

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children and adults of Great Neck is their mutual aim and that the character of such education depends in part upon the quality and morale of the supervisory and administrative personnel; and

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

NOW, THEREFORE, it is mutually agreed that:

ARTICLE I. APPROPRIATE UNIT

The appropriate employer-employee negotiating unit in accordance with Article 14 of the Civil Service Law to which this Agreement applies consists of all part time, as well as full time, annually employed personnel duly certified as supervisors or administrators either under Civil Service law or State Education law and whose duties require 51% or more of individual's position time with administrative or supervisory responsibilities, including those employed in each of the positions in Schedule A annexed hereto and excluding the Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, Human Resources Administrator, and also excluding all other employees of the District.

Before the Board initiates action to have a member of the unit declared a managerial or confidential employee, the Board agrees to discuss its intentions with the employee and with the Association's representatives. In the event the matter cannot be resolved, the Board agrees to refer to the PERB for decision.

ARTICLE II. RECOGNITION

The recognition of the Association by the Board pursuant to Article 14 of the Civil Service Law as the exclusive representative of the employees in the employer-employee negotiating unit defined in Article 1 above is confirmed and extended for the maximum period permitted by law.

ARTICLE III. NEGOTIATION PROCEDURE

- A. The Association will, by January 15 of the year of the expiration of the contract, make every reasonable effort to inform the Board of its contract proposals requiring specific budget allocations.
- B. The Board will, upon request, furnish the Association with reasonable information that will assist in the development or evaluation of proposals.
- C. Upon request of the Association the Board will provide copies of negotiation proposals for each bargaining unit affecting terms and conditions of employment covered by this agreement within ten (10) days of receipt of such a request.
- D. Upon request, copies of all contracts and memoranda of agreement negotiated between the Board and representative of any employee negotiating unit shall be forwarded by the Superintendent to the President of the Association within ten (10) days following ratification by both parties thereto.

ARTICLE IV. PRIORITY OF AGREEMENT

- A. Where the provisions of the Agreement are in conflict with District policy or procedures, this Agreement shall govern, except as provided by law.
- B. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York State Education or Civil Service Laws or any other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- C. If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect, and the parties will meet at a mutually convenient time to negotiate substitute terms for such invalid or unenforceable provision.

ARTICLE V. BENEFITS OF COMMON APPLICATION

Any improvement made by the Board in the benefits of any other District employees in areas of common application (for example, insurance, tax-sheltered annuity programs, or terminal allowance) shall also be available to the employees covered by this Agreement, provided they elect to include such benefits within the total economic package granted to the Association of Supervisors and Administrators of the Great Neck Educational Staff, Inc.

ARTICLE VI. ASSOCIATION STATUS AND RIGHTS

A. Right of Organization.

Employees shall have the right to join and participate in the activities of the Association.

B. Right of Representation

Employees shall have the right to be represented by the Association to negotiate collectively with the Board in the determination of compensation and terms and conditions of employment, and the resolution of grievances.

C. Records and Reports

- 1. When an employee is hired or transferred into a position listed in Schedule A, the Board will notify the Association in writing, giving name, address, position, rate of pay, assignment, and the date assignment started.
- When an employee is hired or transferred into a position which is supervisory or administrative, yet which is not listed on Schedule A, the Board will clearly define the position through a written job description and either add it to Schedule A and so notify the Association, or declare such position to be one covered by another bargaining unit. In any case, the Board shall, in writing, inform the Association of the decision and the basis for it.
- 3. The Association shall certify to the Board the names of its authorized representative for negotiations, discussions, or grievance purposes.

D. Dues Deduction

Subject to reasonable procedural requirements, employees may sign and deliver to the Board by November 1 of the school year an assignment, authorizing deduction of membership dues of the Association, SANYS, the National Education Association, A.A.S.A., C.A.S. and A.S.B.O.

E. Association Time

Duly authorized representatives of the Association shall be free within reason with due regard for their professional responsibilities to transact Association business on school property during the school day.

F. The social and/or political activities of members of the Association will not be a concern of the school district provided that such activity does not interfere with the discharge of professional duties.

G. Agency Fee

Every member of the bargaining unit who is not a member of the Association shall, within sixty (60) days after the initial date of employment or within thirty (30) days after this section becomes effective, whichever is later, pay to the Association an Agency Fee. Such fee shall be certified to the District by the Association and shall be consistent with requirements of law. The Association shall forward to the District a list of non-members and the sum of money to be deducted from each employee's paycheck for the Agency fee. Said amount shall be deducted from each employee's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association not later than thirty (30) days of receipt of a list of non-members. The District shall forward said total amount to the Association.

ARTICLE VII. ASSIGNMENT AND TRANSFER

- A. Each employee shall be provided with a current job description and an administrative table or organization.
- B. Except in emergencies, which by their nature do not permit advanced notice, an employee shall not be transferred to another assignment without reasonable prior written notice stating the specific reason for the member's transfer, and with reasonable opportunity for the employee to state his/her objections, if any. Once the transfer decision has been made, the Association will receive written notice of the transfer.
- C. An emergency or involuntary transfer shall not be effective for longer than the end of the school year in which it is made, unless the Superintendent upon further and direct review with the individual affected and a representative of the Association shall determine that the transfer shall continue for a longer period of time. In the interim, regular procedures for filling the original vacancy shall be pursued, except in cases where a position is about to be eliminated or substantially reclassified.
- D. The Board will continue as a regular practice the policy 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 from outside the bargaining unit until all employees within the bargaining unit have had adequate written notice of the requirements for such vacancy and the salary range, and an opportunity to have their applications for such vacancy considered before such position is filled.
- E. If the range on the salary or the requirements are subsequently modified or waived, employees in the bargaining unit shall continue to be promptly notified, and to have their applications under the modified or waived requirements considered before such position is filled.
- F. No agreement arrived at with any other bargaining unit shall be interpreted as including that unit in the evaluation, transfer, or promotion of any employee of this Association.
- G. When a selection committee is formed, administrators and supervisory employees will continue to participate in the selection and/or promotion of employees. In the event the District's current policy, practice or procedures regarding the establishment or composition of selection committees is changed to either increase or decrease the

number of participants, or include representatives of any new voting group, then SAGES shall be entitled to no less than the maximum number of representatives designated by any other employee group.

The District agrees to propose an MOA to the GNTA that allows principals to act as "observers only" on selection committees for their own assistant principals if they so chose.

H. SAGES, as a bargaining unit, will have the opportunity to provide written feedback to the Superintendent on an annual basis during the probationary period of Assistant Superintendents, summarizing the experience and observations of SAGES members prior to the tenure decision.

ARTICLE VIII. EMPLOYEE SECURITY

A. In the event the Board intends to eliminate any position of employment included in the negotiating unit covered by this Agreement, it shall give notice of such intention to the Association and upon request meet with representatives of the Association and the employee involved for the purpose of discussing said decision and the impact thereof. (This paragraph applies to employees hired prior to May 10, 1993.)

(Note: The Board agrees not to excess any unit members or to outsource any exclusive unit work during the 2012-13 or the 2013-14 school years. Nothing herein shall affect the rights of the Board pursuant to law or contract to terminate unit members for reasons other than excessing.)

- B. In the event of elimination of a position held by a unit member who has served in the District as an administrator or supervisor for twelve or more years or as a District employee for eighteen or more years, the member affected shall:
 - Receive first consideration for any other available administrative or supervisory position for which the employee is certified, and be appointed to such position, subject, however, to the recommendation of the Superintendent. The Superintendent's recommendation shall not be subject to arbitration/District Grievance Board.
 - 2. In the event such a position is not available, or the unit member lacks either appropriate certification or the Superintendent's recommendation, the employee shall be given an available regular, full time teaching position for which he/she possesses the requisite certification and for which teaching position no prior claim exists by an excessed teacher. If the employee qualifies for such teaching position, then he/she shall be placed on the maximum step of the appropriate salary class of the teachers' salary schedule.
 - 3. If the unit member does not qualify for either an existing administrative or an existing position outlined above, he/she shall be assigned for the duration of this contract to such other professional position as may be legally established and receive compensation no less than that to which he/she would have been entitled

under B2 above, with an appropriate additional salary adjustment if the member previously worked on a 10 ½, 11, or 11 ½ months respectively.

If the professional position is clearly an administrative one, it shall be placed in this bargaining unit. If there is a difference of opinion the two parties will meet to discuss this matter.

- 4. While it is the intent of the Board to make appointments of all persons who may be affected, the parties understand that any assignment to a probationary position pursuant to Sections 2 or 3 above shall be subject to such discretion as is vested in the Superintendent and Board under Section 3012 of the Education Law.
- 5. If, despite the above efforts to place the employee in a Great Neck position, it is still not possible to do so, then the employee shall receive severance pay on the basis of one-half month's pay for each full year of service in the District up to a maximum of one full year of salary. This severance pay arrangement shall also be made available to a member who, having been offered a position under B2 or B3 above, elects to decline the offer before the effective starting date of the position. (This paragraph applies to employees hired prior to May 10, 1993.)
- C. In the event of an elimination of a position held by a person who has served in the District as an administrator or supervisor for less than twelve years and has been an employee of the District for less than eighteen years, such person may be reassigned to a position for which he/she is qualified, subject to the recommendation of the Superintendent, which may include an available full-time regular position for which he/she is certified. The Superintendent's recommendation shall not be subject to arbitration/District Grievance Board. The salary paid to such a person shall not be less than the highest salary which may be paid to a teacher under the appropriate salary class of the existing salary schedule. Such position shall be assured, subject to satisfactory performance, for the duration of this contract. In the event that no such position is available, or if the employee so chooses, and the employee has ten (10) or more years of service in the District, he/she shall receive as termination pay a sum equal to one-half month's salary for each year of service in the District up to maximum of one full year's salary.

(This paragraph applies to employees hired prior to May 10, 1993.)

D. Where any position may be changed or eliminated in the next succeeding school year, the employee and the Association shall be notified in writing by February 15 of the current school year. Such notification of elimination or changes in position shall be based upon good faith of judgment, reasonable probability, or prior participatory discussion with the President of the Association or designated representative and with the employee whose position may be affected.

In the event a position is changed or eliminated as a result of school closings in the next succeeding year, the employee and the Association shall be notified in writing (by mail to home address) by January 1 of the current school year.

The Board shall make its final decision by March 31 and communicate the decision to the employee and the President of the Association in writing by mail to their respective home addresses.

(This paragraph applies to employees hired prior to May 10, 1993.)

E. Once a school budget has been adopted by the Board for a given school year, no administrator or supervisor for whom budgetary provision has been made in said budget will be released by the elimination of his or her budgeted position, nor will the salary of any person be decreased, except that the continuation of Federally-Funded positions is contingent upon the availability of Federal funds. (The words "once a school budget has been adopted by the Board for a given school year" refer to the date of the District meeting at which the voters approved the budget for the ensuing school year or the August meeting of the School Board at which the tax rate is set, whichever comes first).

ARTICLE IX. CONFERENCE ATTENDANCE

Employees shall be permitted to attend State, Regional, National or International professional or business conferences. The present standards for approval of attendance at conferences, including the kind and number of such approvals, shall be maintained for the life of this Agreement. The District will pay the cost of all approved conferences.

ARTICLE X. PERSONNEL RECORDS AND FILES

- A. The only record with respect to any employee for any official purpose shall be the employee's official personnel file. Such file shall contain only materials which an employee has generated, evaluations made subsequent to July 1, 1968, and communications which the employee had the opportunity to read. An employee will be supplied with a copy of any new item, inserted in employee's file after July 1, 1976, within five (5) workdays after such insertion. Any response filed by an employee must, also be included in such file, but no implication of any kind shall be drawn from any failure to make such response.
- B. Subject to reasonable procedural requirements, an employee shall have the right to review this file during the regular workday. A supervisor or administrator who wishes to examine the personnel file should telephone the Human Resources Department in advance of the preferred time for such examination, preferably the day before, in order that the file and desk space may be made available for such purpose. The Human Resources Department shall arrange for the necessary desk space. In the event space is not available at the preferred time, owing to previously scheduled testing and interviewing activities, examination of the file will be scheduled for the earliest mutually convenient time, but no later than five (5) working days following the employee's request.

ARTICLE XI. DEFENSE AND INDEMNITY

The Board shall cooperate with and render legal and other assistance to employees who find themselves involved in civil and criminal legal difficulties in accordance with the provisions of Sections 3023 and 3028 of the Education Law of the State of New York.

ARTICLE XII - STAFFING

- A. No change in the current class-size policies of the Board shall be made without prior consultation with the principals.
- B. Upon request, the number and the assignment of paraprofessional employees will be discussed with the principals designated by the Association, and with the Human Resources Administrator, prior to the next school year.
- C. No new paraprofessional employee shall be hired or assigned to any school without prior consultation with the school principal involved, and any reassignment or termination of services shall be subject to discussion with the principal involved and the Human Resources Administrator.
- D. Secretarial, clerical, custodian and paraprofessional employees working within the District Office or a school building function under the direct assignment, administration and supervision of the principal or, in the case of central office personnel, their immediate supervisor. With respect to paraprofessionals, the principal will have final authority after consultation with the BRC or other faculty committee as appropriate.

ARTICLE XIII - CONSULTATION PROCEDURES

- A. The Association shall have the right to consult with the Superintendent and/or the Board.
- B. Meetings of the Superintendent and the Executive Board will be held upon the written request of either of the parties. Requests for meetings should contain specific statements of matters to be discussed. A meeting at a mutually convenient time and place will be held within ten school days of the date of the request or as soon thereafter as possible.
- C. Facts, opinions, proposals, and counterproposals will be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement. Such discussion or agreement shall not alter the provisions of this agreement.
- D. A record of agreements reached and information regarding such agreements may be disseminated by either party subject to advance notification to the other party.

- E. The Superintendent shall provide the Executive Board with reasonable notice of any change in policy or administrative regulation affecting the terms and conditions of service prior to implementation. The Executive Board will acknowledge all such proposals, indicating which ones, if any, require further exploration. The Executive Board has the right to request a delay in the implementation of the proposed change in order to permit further study. In no event shall such delay exceed five months.
- F. Other than responding to a direct question from a Board of Education member, no matter will be taken up with the Board of Education by the Association unless first discussed with the Superintendent. All written communication between the Association and the Board of Education shall be transmitted through the Superintendent of Schools.
- G. The school calendar shall be developed in consultation with the Association.

ARTICLE XIV - STAFF DEVELOPMENT ACTIVITIES

- A. All employees of the Association shall be permitted to participate in any existing inservice programs or courses, subject to space availability. In addition, the Board will provide \$1,500 per year for administrative or supervisory staff development programs. Such programs shall be designed and carried out by the employees with the approval of the Superintendent.
- B. Effective July 1, 2012, an administrator who has completed all requirements for National Board Certification granted by the National Board for National Teaching Standards and has, in fact, received such certification, shall receive an annual stipend in the amount of \$1,350 which shall not be added to base salary.
- C. The District shall establish an annual pool of \$30,000 (non-cumulative) which shall be used to reimburse tuition costs for unit members enrolled in a doctoral program in education, or in an education-related field, or a field approved or pre-approved by the Superintendent that is related to their employment, offered by a duly accredited college or university, as recognized by the New York State Education Department. Reimbursement shall be limited to a maximum of \$3,000 per year per unit member during the 2012-13 and 2013-14 school years. During those years, the District shall not be obligated to expend the remaining funds allocated for this purpose. Effective July 1, 2014, the maximum limit per year per unit member will increase to \$4,500 if excess funds remain unused in the pool following the \$3,000 per eligible member apportionment. In any year, if the pool does not have enough funds to reimburse eligible employees up to the maximum allowed, the remaining funds in the pool will be evenly distributed to eligible members. In order to be eligible for tuition reimbursement pursuant to this contractual provision, a unit member must provide proof of enrollment in a course of student leading to a doctoral degree as described above, and notify the Superintendent. Submission of reimbursable expenses must be in accordance with District procedures.

ARTICLE XV - COMPENSATION

A. Employees' Salaries

Effective July 1, 2012, all regular services rendered shall be paid for on the basis of the salary schedules set forth in Schedule A annexed hereto. The salary schedule will be increased as follows: 2012-2013 increased by 3%, 2013-2014 increased by 3%, 2014-2015 increased by 2%; 2015-2016 increased by 2%, and 2016-2017 increased by 2%.

Effective July 1, 2007, employees with an effective hire date of July 1st through January 31st will move to the next step in the salary schedule on the following July 1st (i.e., the first July 1st date that they are actually employed by the District). Employees with an effective hire date of February 1st through June 30th will not move to the next salary step until the beginning of the second full school/fiscal year of employment (i.e., the second July 1st date they are actually employed by the District). The parties agree that this provision shall be effective for persons hired on or after July 1, 2007.

Effective July 1, 2011, the schedules for the various titles shall have one step added to the top ("max") of each schedule equal to the current dollar value of the increment as set forth in the amount of increment column.

B. Definition of Positions

1. School-Year Positions

A "school year" position shall mean the teacher work year between the opening of school sessions in September and the end of school sessions in June.

2. Ten-month Positions

A "ten-month" position covers the teacher's work year plus the workdays from September 1 through the opening of school, and from the closing of school in June through June 30.

3. Eleven-month Positions

An eleven-month position consists of a ten-month position, as defined above, plus four weeks between July 1 and August 31 as approved by the Superintendent. Salary for an eleven-month position shall be determined by multiplying 1.1 by the corresponding ten-month salary. All positions on Schedule A without a special asterisk designation are eleven-month positions.

4. Eleven and one half-month Positions

An eleven and one half-month position consists of an eleven-month position, as defined above, plus 10 days of work when school is not in session, as approved by the Superintendent. The additional 10 days shall be compensated at 1/220th of the unit member's annual salary.

C. Salary on Transfer

In determining salary on transfer, the Superintendent may in his discretion recommend the appropriate higher step.

D. Pay Beyond Effective Contract Salary

- 1. The Board and the Association recognize that as a matter of principle there can be no rigid time limits set upon an individual's performance when carrying out the duties and tasks assigned to his/her position. However, the Board also recognizes both the need and desirability to pay individuals amounts beyond their salaries when in extraordinary situations and for substantial periods an administrator, upon request, assumes duties and responsibilities, which are above and beyond the call of duty and clearly belong to another position. In such cases, the Superintendent, following consultation with the Association, shall have the sole discretion to recommend the amount of additional compensation, which shall be, in his/her opinion, commensurate with the extra work performed.
- Work requested or required by the Superintendent or his/her delegate that is performed during an employee's vacation period shall be compensated on a prorata per-diem basis including travel time, with the reimbursement for round trip travel expense.
- 3. Effective July 1, 2012, the District shall contribute \$2,000 annually to the 403(b) account of each unit member who, in the sole discretion of the Superintendent, meets the high performance standards of the District. The Superintendent's decision shall be final and not subject to the grievance procedure or to review in any forum. In the event the unit member does not meet the high performance standards, the unit member shall be provided with a Personal Improvement Plan to assist the unit member to meet the Superintendent's expectations for the following year. Effective July 1, 2014, the annual 403(b) contribution amount shall be increased to \$3,000. This clause shall not be subject to budgetary restrictions
- 4. In the event that exigent circumstances and the needs of the District require that a principal, assistant principal or director work a day during his or her vacation period in July or August, the unit member may be paid his/her per diem rate for up to three such days, provided that the Superintendent concurs that exigent circumstances and District needs so require, and has given prior approval. In extraordinary circumstances where it is impractical for the Superintendent to approve such work in advance, the Superintendent, in his discretion, may give approval after the fact.
- 5. In order to most effectively meet the needs of the District, the Business Administrator, Coordinator of Information Systems, Coordinator of Technical Support Services, Director of Facilities and Operations, Director of Athletics, District Registrar, and School Lunch Manager, with the prior approval of the Superintendent, may rearrange their work schedules by moving one or more days from work periods to non-work periods. For example, the administrator may propose working a number of extra days over July and August and take a commensurate number of vacation days during some other period.

- E. Except where such instruction is clearly part of the regular duties as defined in the current job description, an employee shall be compensated additionally for inservice course instruction at a rate no less than the highest paid by the Board to any other instructor for comparable course.
- F. Administrators or supervisors whose duties require them to use their personal automobile shall be reimbursed for such use at the current district-mileage rate.

G. Promotion

If a SAGES member, who was a unit member before May 1, 1993, receives a promotion, such SAGES member shall be placed on no less than Step 6 of the Tier III salary schedule.

H. Compensation for Longevity

Effective July 1, 2011, a unit member shall receive compensation as follows:

After 10 years of District Services; or a combination of 8 years of District service and 2 years past maximum step on the salary schedule: \$1,750

After 12 years of District Services; or a combination of 10 years of District service and 2 years past maximum step on the salary schedule: \$2,850

After 15 years of District Services; or a combination of 10 years of District service and 5 years past maximum step on the salary schedule: \$3,750

After 18 years of District Services; or a combination of 10 years of District service and 8 years past maximum step on the salary schedule: \$4,500

I. Each member of the unit shall be reimbursed up to the maximum sum of \$500 during each school year for meal expenses incurred when remaining evenings beyond the school day or on weekends while on official school business. Documentation shall be submitted to the Chief School Business Official with all requests for reimbursement.

On June 30 of each school year, a pool of funds shall be established equal to the sum of \$500 multiplied by the number of individuals employed in the SAGES employee unit during the school year less the total amount of money paid to each member for reimbursement. (For example: Assuming \$10,000 in reimbursements paid during the school year: \$500 x 30 unit members less \$10,000. The pool shall be \$5,000.) The money in the pool shall be apportioned to reimburse employees whose documented meal expenses (excluding alcoholic beverages) exceeded the \$500 annual limit. If the excess amount exceeds the balance in the pool, a committee of unit members shall determine the manner of apportionment. In no event will any individual receive more than the total of \$750 (including the base \$500 allowance) for each school year. All documented receipts must be submitted to the Chief School Business Official no later than June 30 of each school year in order to qualify for reimbursement.

J. Effective July 1, 2013, a unit member who holds a doctoral degree in education or in an education-related field or a field approved or pre-approved by the Superintendent that is related to their employment shall be paid an annual stipend in the amount of \$2,000.

ARTICLE XVI - INSURANCE AND RETIREMENT BENEFITS

A. Health Insurance

The District will continue the present health insurance plan and its available options on a family coverage basis. Each active participating unit member shall contribute 15% of the annual premium. Effective July 1, 2013, unit members shall contribute 20% of their annual health insurance premium.

SAGES members who opt out of health insurance or reduce coverage from family to individual, will be reimbursed 50% of the expense the District would have had to pay to provide coverage for such employee and dependents, as the case may be.

B. Group Insurance

During the 1991-92 school year the District shall purchase term life insurance for all unit members in the District's employ for the maximum face amount available at an annual premium not to exceed \$34,000. The face amount of such coverage for all such employees shall continue thereafter during the term of this agreement. Such coverage shall be provided to the unit members actually employed by the District upon the policy's effective date and all new employees added to the unit subsequent to the policy's effective date. Such coverage shall continue subsequent to the employee's retirement until the employee attains age 65, and the premium for such coverage shall be paid by the District.

Until such coverage is obtained the District shall continue to pay the cost of a \$20,000 term life insurance policy for each employee of the unit.

- C. Same dental program as GNTA/Office Staff.
- D. Catastrophic Insurance

District will pay the full premium for individual and/or dependent extended plan.

E. Optical Insurance

Effective July 1, 2007, a total maximum annual reimbursement of \$500 shall be provided for each employee and his/her family for the examination and/or replacement of glasses/contacts.

ARTICLE XVII - RETIREMENT PLAN

The District shall continue the retirement benefits provided to employees without cost to the employee, except as required by law.

ARTICLE XVIII - SICK LEAVE AND PERSONAL LEAVE

A. Each member will be credited with 15 days of leave of absence (sick leave) with a full pay during each year provided such absence is due to illness of the employee, or sickness or death in the employee's immediate family.

In illnesses or death involving an employee's immediate family, paid sick leave shall be available for not more than twenty (20) school days per year. With the approval of the Superintendent, leave with pay may be extended up to twenty (20) additional school days. Each employee shall be allowed to use sick leave allowance as a result of the death of a relative not in the immediate family up to a maximum of five (5) days per occurrence. Sick leave shall be cumulative. If an employee is absent for one or more of the reasons above specified beyond the number of days standing to the employee's credit, the employee shall automatically be dropped from the payroll for the period of such absence except as noted below.

- B. The annual sick leave allowance shall be credited to the account of each employee on July 1 except in the case of an employee commencing employment with the Great Neck Public Schools whose account will be credited on September 1 of the first year of employment.
- C. Whenever a member incurs an on-the-job injury necessitating absence from work, the employee shall receive the regular salary and fringe benefits to which he/she would have been entitled during such absence, for a maximum period of twelve (12) months from the date of injury, without loss of accumulated sick leave, less any workers' compensation benefits paid during the period of absence.
- D. Leave of absence with pay shall be granted in cases where administrators are quarantined and all other employee benefits shall continue without deduction for the duration of the period of quarantine.
- E. Effective July 1, 2012, unit members shall be entitled to up to three (3) personal leave days in any school year without loss of pay to attend to personal business, with the approval of the Superintendent.
- F. When the employee applies to the Superintendent, the specific reason for the personal leave request need not be cited. Personal leave days not used prior to June 30 of the school year will be added to the employee's accumulated sick leave on July 1.

- G. The District shall establish a bank for use upon authorization of the Superintendent for emergency situations in which an individual employee has exhausted his/her sick or personal days. Effective July 1, 2007, in the first year of the Agreement, each employee shall contribute one day to the bank, and the District shall contribute a sufficient number of days such that, with the employees' contributed days, the total number of days in the bank equals 100 days. The bank shall be replenished each July 1st during the term of the Agreement, but in no event shall the District be required to contribute more than 65 days for any one year. Such days shall be available to an administrator who has exhausted his/her sick and personal leave days for purposes of an emergency or serious illness or disability. The bank shall be jointly administered by two persons appointed by SAGES and two persons appointed by the Superintendent. The parties shall mutually develop any further procedures necessary to implement the bank.
- H. At the time of retirement, an employee shall receive pay for accumulated unused sick leave at the rate of one day's pay for each three days up to a maximum of:

June 30,
$$2012 = 131 \, days$$

Payment of unused sick leave shall be as a non-elective employer contribution to a 403(b) program that confirms it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payments will be made only upon retirement.

In order to qualify for this benefit, the employee must notify the District of his/her intention to retire not later than February 1st in the year that they plan to retire.

In the event a SAGES member dies while in service his/her estate shall be entitled to such payment.

Effective after September 1, 2011, in order to qualify for payment of accumulated unused sick leave, unit members must retire effective no later than August 1st, absent emergency circumstances or unless otherwise agreed by the Superintendent. Such unit members shall work 10 days during July and shall be compensated for the entire month on a pro-rated basis at the unit member's new salary. Any additional days approved by the Superintendent beyond July 31st will be compensated on a per diem basis.

Effective January 10, 2011, the total of each unit member's unused vacation days will be frozen, and in no event shall such total exceed 50 days. (The days beyond 30 but less than 51 may be drawn down with the pre-approval of the Superintendent.) Effective July 1, 2011, unit members will receive compensation upon separation from service for accrued vacation days calculated at the rate of 1/220th of the individual's annual salary as of June 30th, provided, however, that in no event shall a unit member be compensated for more than 30 unused vacation days. Subject to the provisions of Article XV.D.4, should the three days referred to therein have been utilized, the Superintendent may approve the accrual of additional compensatory days. For those positions not referred to in Article XV.D.4, and thus not eligible for the three days, the Superintendent may approve compensatory days if the criteria set forth therein is otherwise met.

- I. A retirement incentive shall be offered during 2013-14 and 2015-16 to unit members who retire on or before August 1, 2014 and August 1, 2016 respectively. Individuals must meet all of the following requirements to be eligible for the retirement incentive:
 - 1. Unit member must be a member of the New York State Teachers' Retirement System or the New York State Employees' Retirement System and must be eligible to retire under the applicable retirement system; and
 - 2. Unit member must submit to the District an irrevocable letter of resignation for the purpose of retirement no later than 5:00 p.m. on January 15, 2014 with an effective retirement date of no later than August 1, 2014, or submit an irrevocable letter of resignation for purpose of retirement no later than 5:00 p.m. on January 15, 2016 with an effective retirement date of no later than August 1, 2016.

This incentive shall be calculated as provided in Article XVIII.H., except that the rate of payment shall be two days' pay for each three days of accumulated sick leave, subject to the accumulation limits. Additionally, the maximum payment shall not exceed the value of 180 per diem days, calculated at 1/220th of salary for an elementary principal on the maximum step as of June 30, 2010, rounded off to the nearest thousandth dollar. Payment shall be made in the form of a non-elective employer contribution to the unit member's 403(b) account, to the maximum amount permitted by law, with any excess amount paid as compensation directly to the unit member.

The above retirement incentive shall not be available other than during the two years noted above, and shall sunset and not be available after September 1, 2016.

ARTICLE XIX - LEAVES WITHOUT PAY

- A. Employees shall, upon the recommendation of the Superintendent, be granted leaves of absence of one year without pay to complete educational requirements or attain a degree, provided such leave is applied for by April 15 prior to its commencement. Such leave shall begin July 1. Upon return from such leave, the employee will be reinstated in his/her previous position or a comparable position and will be placed on the next highest step of the salary schedule and in the salary class attained by the additional study, unless no position for which the employee is eligible and is qualified for by seniority exists at the time of return.
 - B. The Board may, upon recommendation of the Superintendent of Schools, grant employees leave of absence for reasons and purposes other than those specified with such conditions as to compensation, reimbursement of expenses, duration of leave and otherwise, as the Board may judge fair and proper. Those on leave of absence for such other reasons or purposes will be reinstated in their previous positions or in comparable positions upon their return, unless no position for which the employee is eligible and is qualified for by seniority exists at the time of return. Persons hired to replace employees on leave of absence shall be informed of their status at the time interviewed for the position.

C. Dependency Leave

1. An employee shall be allowed a leave of absence without pay when family circumstances require his or her presence at home for an extended period of time.

Such family circumstance shall include, but are not limited to, childcare, parent care or long-term illness of family member.

- 2. Dependency leave without pay shall not be granted for a period greater than one full school year or less than one-half a school year, unless mutually agreed upon by the employee and the Superintendent.
- 3. Dependency leave shall be requested in writing at least sixty (60) days prior to the start of such leave, stating the date of the anticipated termination of said leave, if possible. (In the event of an emergency, the 60-day prior-request stipulation may be waived.) The employee shall have the option of extending the leave by one-half a school year or multiple thereof, provided that such request be made at least 60 days before the end of the agreed-upon leave, and also provided that such change does not conflict with any agreement made with a replacement.

ARTICLE XX - TAX SHELTERED ANNUITIES

The Board of Education will make available to employees the opportunity to participate in a reasonable number of tax shelter annuity plans offered by companies empowered to offer such plans in the State of New York. In addition, two tax shelter bond plans will be made available with the approval of the District. A list of current plans will be made available each year. When it becomes possible through payroll deduction, the District shall also make available the option to purchase U.S. Government Treasury Bonds.

ARTICLE XXI - GRIEVANCE PROCEDURES

A. Unprofessional Conduct

No adverse district action shall be taken as the result of charges of unprofessional conduct before the employee accused has had an opportunity to receive a full review before a board composed equally of representatives designated by the Superintendent and by the Association.

B. Rules and Regulations

Rules and regulations which govern the personal standards of the conduct of employees within school premises shall be uniform district-wide.

C. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of this contract, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve employee health or safety, physical facilities, materials, or equipment furnished to employees or supervision of employees.

D. Procedure

1. A grievance between an employee and the district shall be settled in the first instance by conference between the employee and the employee's Association representative, if requested, with the grievant's supervisor.

- 2. If a grievance is not settled by conference as in level (1) above, the employee or the Association may, within 40 employee working days of the time the employee knew or should have known of the alleged violation, misinterpretation or misapplication, request in writing a conference between the employee (with the Association representative) and the Superintendent or his designee. Such request shall be on a form provided by the District, and shall specify the exact Article and Section of this Agreement alleged to have been violated. Association-District grievance may be entered directly in writing at this stage.
- 3. The conference will be set for a date within one week from receipt of a written request stating the nature of the grievance.
- 4. At the conference, the employee and the employee's representatives may present oral and written statements or arguments, and call witnesses.
- 5. The Superintendent or the Superintendent's delegate shall answer the grievance in writing within two (2) weeks of the conference.
- 6. A grievance which is not adjusted as a result of said conference shall within 10 working days of the written answer be submitted to the American Arbitration Association.
- 7. A grievance involving district policy or discretion may be submitted to such Arbitrator only on the question whether such district policy was disregarded or was applied in a discriminatory, arbitrary, or capricious manner so as to constitute an abuse of discretion.
- 8. The arbitrator shall be selected and matters before him/her shall be determined in accordance with the rules of the American Arbitration Association and the costs of arbitration (exclusive of attorney's fees) shall be shared equally by the parties.
- 9. The Arbitrator may not add to or detract from the provisions of this Agreement.
- 10. Decisions of the Arbitrator on any grievance arising under this Agreement concerning its application or interpretation shall be binding upon the parties, EXCEPT that awards based upon alleged violations of the following provisions shall be advisory: Article V, Article VI.E., Article VII.B, C and D, Article IX, Article X, Article XII, Article XIII (except sub clause E), Article XIV, and Article XIX (except sub clause C).

ARTICLE XXII – TAYLOR LAW

Requirement of the Amended Taylor Law, Section 204-a

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement. "It is agreed by and between parties that any provision of the Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval."

ARTICLE XXIII - DURATION PRESENT CONTRACT

This Agreement shall be effective from July 1, 2012 through June 30, 2017 inclusive.

ARTICLE XXIV - APPR

The parties recognize their obligation to develop evaluative procedures for Principals in accordance with recently enacted Education Law 3012-c. However, the Commissioner of Education has not yet promulgated the regulations necessary to implement 3012-c. Consequently, the parties agree that once said regulations are issued by the Commissioner of Education, they will immediately begin negotiations to develop procedures in accordance therewith. Any appeal of a performance rating must be submitted in writing to the Superintendent no later than 15 calendar days following the unit member's receipt of the rating being appealed. The Superintendent shall issue a decision within 15 calendar days of receipt, and this decision shall be final and not reviewable in any forum. A second consecutive ineffective rating may be appealed to the Board of Education if dismissal is being contemplated. The decision of the Board shall be final and binding and not further reviewable or subject to appeal in any forum.

ARTICLE XXV -EVALUATION

The following shall apply to probationary administrators who are not subject to the provisions of Section 3012-c of the Education Law.

Such probationary unit members shall receive two evaluations per year, by his/her direct supervisor, the first no later than January 31 and the second no later than July 15, with the exception noted below in section B.

- A. At least ninety days prior to the end of the probationary period, such probationary administrator shall meet with his/her direct supervisor to receive verbal confirmation of the probable recommendation to the Superintendent regarding tenure.
- B. All such probationary administrators not being granted continuation of service or tenure shall have an official meeting with his/her direct supervisor by April 1. A written evaluation will be presented at this time.
- C. Any such probationary administrator who is advised that his/her services are to be terminated shall be entitled, upon written request, to a meeting with the Superintendent of Schools, or a designated representative of the superintendent, other than the person who made the recommendation for termination, for a full discussion of the matter.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties to take effect the day and year first above written.

BOARD OF EDUCATION

Great Neck Union Free School District Town of North Hempstead Nassau County, New York

Barbara Berkowitz, President Great Neck Board of Education

ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS OF THE GREAT NECK EDUCATIONAL STAFF, INC.

Bernard Kaplan President, SAGES

ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE 2012-2013

	TIERII & TIER			111
	AMT.	NO.		
	OF	OF		
TITLE	INCRS.	INCRS.	MIN.	MAX.
HIGH SCHOOL PRINCIPAL	\$2,040	10	\$184,515	\$204,915
MIDDLE SCHOOL PRINCIPAL	\$1,950	10	\$176,549	\$196,049
DIRECTOR OF ATHLETICS, RECREATION & P.E.	\$1,710	11	\$176,466	\$195,276
ELEMENTARY SCHOOL PRINCIPAL	\$1,710	11	\$171,649	\$190,459
DIRECTOR ADULT EDUCATION & PUBLIC INFORMATION	\$1,740	11	\$170,016	\$189,156
DIRECTOR OF TECHNOLOGY	\$1,710	11	\$167,976	\$186,786
DIRECTOR OF SPECIAL EDUCATION & PUPIL SERVICES	\$1,710	11	\$167,976	\$186,786
ASSISTANT DIRECTOR - ADULT EDUCATION	\$1,710	11	\$167,976	\$186,786
BUSINESS ADMINISTRATOR	\$1,650	11	\$157,263	\$175,413
ASSISTANT PRINCIPAL - SECONDARY SCHOOLS	\$1,650	11	\$157,263	\$175,413
ASSISTANT PRINCIPAL - ELEMENTARY SCHOOLS	\$1,550	11	\$151,548	\$168,598
DIRECTOR OF FACILITIES AND OPERATIONS	\$1,550	11	\$138,674	\$155,724
COORDINATOR OF INFORMATION SYSTEMS	\$1,310	12	\$138,898	\$154,618
DIRECTOR OF VILLAGE SCHOOL/Alternative H.S.				
Principal	\$1,310	12	\$127,822	\$143,542
SUPERVISOR OF SPECIAL EDUCATION AND PUPIL	¢1 210	4.3	6127.022	Ć142 E42
SERVICES COORDINATOR OF TECHNICAL SURPORT SERVICES	\$1,310	12	\$127,822	\$143,542
COORDINATOR OF TECHNICAL SUPPORT SERVICES	\$1,550	11	\$115,091	\$132,141
SCHOOL LUNCH MANAGER	\$1,310	12	\$93,852	\$109,572
REGISTRAR	\$1,310	12	\$93,852	\$109,572

The minimum salary for each position is determined by multiplying the number of increments by the dollars per increment and subtracting this total from the new maximum. Each employee will be placed on the appropriate step.

ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE 2013-2014

	TIERII & TIER III			111
	AMT.	NO.		
	OF	OF		
TITLE	INCRS.	INCRS.	MIN.	MAX.
HIGH SCHOOL PRINCIPAL	\$2,040	10	\$190,662	\$211,062
MIDDLE SCHOOL PRINCIPAL	\$1,950	10	\$182,431	\$201,931
DIRECTOR OF ATHLETICS, RECREATION & P.E.	\$1,710	11	\$182,324	\$201,134
ELEMENTARY SCHOOL PRINCIPAL	\$1,710	11	\$177,363	\$196,173
DIRECTOR ADULT EDUCATION & PUBLIC INFORMATION	\$1,740	11	\$175,691	\$194,831
DIRECTOR OF TECHNOLOGY	\$1,710	11	\$173,580	\$192,390
DIRECTOR OF SPECIAL EDUCATION & PUPIL SERVICES	\$1,710	11	\$173,580	\$192,390
ASSISTANT DIRECTOR - ADULT EDUCATION	\$1,710	11	\$173,580	\$192,390
BUSINESS ADMINISTRATOR	\$1,650	11	\$162,526	\$180,676
ASSISTANT PRINCIPAL - SECONDARY SCHOOLS	\$1,650	11	\$162,526	\$180,676
ASSISTANT PRINCIPAL - ELEMENTARY SCHOOLS	\$1,550	11	\$156,606	\$173,656
DIRECTOR OF FACILITIES AND OPERATIONS	\$1,550	11	\$143,345	\$160,395
COORDINATOR OF INFORMATION SYSTEMS	\$1,310	12	\$143,537	\$159,257
DIRECTOR OF VILLAGE SCHOOL/Alternative H.S.				
Principal	\$1,310	12	\$132,128	\$147,848
SUPERVISOR OF SPECIAL EDUCATION AND PUPIL	44.0:-		4400 465	A
SERVICES	\$1,310	12	\$132,128	\$147,848
COORDINATOR OF TECHNICAL SUPPORT SERVICES	\$1,550	11	\$119,055	\$136,105
SCHOOL LUNCH MANAGER	\$1,310	12	\$97,140	\$112,860
REGISTRAR	\$1,310	12	\$97,140	\$112,860

The minimum salary for each position is determined by multiplying the number of increments by the dollars per increment and subtracting this total from the new maximum. Each employee will be placed on the appropriate step.

ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE 2014-2015

	TIERII & TIER III			111
	OF	OF		
TITLE	INCRS.	INCRS.	MIN.	MAX.
HIGH SCHOOL PRINCIPAL	\$2,040	10	\$194,883	\$215,283
MIDDLE SCHOOL PRINCIPAL	\$1,950	10	\$186,469	\$205,969
DIRECTOR OF ATHLETICS, RECREATION & P.E.	\$1,710	11	\$186,347	\$205,157
ELEMENTARY SCHOOL PRINCIPAL	\$1,710	11	\$181,287	\$200,097
DIRECTOR ADULT EDUCATION & PUBLIC INFORMATION	\$1,740	11	\$179,588	\$198,728
DIRECTOR OF TECHNOLOGY	\$1,710	11	\$177,428	\$196,238
DIRECTOR OF SPECIAL EDUCATION & PUPIL SERVICES	\$1,710	11	\$177,428	\$196,238
ASSISTANT DIRECTOR - ADULT EDUCATION	\$1,710	11	\$177,428	\$196,238
BUSINESS ADMINISTRATOR	\$1,650	11	\$166,139	\$184,289
ASSISTANT PRINCIPAL - SECONDARY SCHOOLS	\$1,650	11	\$166,139	\$184,289
ASSISTANT PRINCIPAL - ELEMENTARY SCHOOLS	\$1,550	11	\$160,079	\$177,129
DIRECTOR OF FACILITIES AND OPERATIONS	\$1,550	11	\$146,553	\$163,603
COORDINATOR OF INFORMATION SYSTEMS	\$1,310	12	\$146,722	\$162,442
DIRECTOR OF VILLAGE SCHOOL/Alternative H.S.				
Principal	\$1,310	12	\$135,085	\$150,805
SUPERVISOR OF SPECIAL EDUCATION AND PUPIL	44.040		4405.005	4450.005
SERVICES	\$1,310	12	\$135,085	\$150,805
COORDINATOR OF TECHNICAL SUPPORT SERVICES	\$1,550	11	\$121,777	\$138,827
SCHOOL LUNCH MANAGER	\$1,310	12	\$99,397	\$115,117
REGISTRAR	\$1,310	12	\$99,397	\$115,117

The minimum salary for each position is determined by multiplying the number of increments by the dollars per increment and subtracting this total from the new maximum. Each employee will be placed on the appropriate step.

ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE 2015-2016

	TIERII & TIER			111
	AMT.	NO.		
	OF	OF		
TITLE	INCRS.	INCRS.	MIN.	MAX.
		1	1	
HIGH SCHOOL PRINCIPAL	\$2,040	10	\$199,189	\$219,589
MIDDLE SCHOOL PRINCIPAL	\$1,950	10	\$190,589	\$210,089
DIRECTOR OF ATHLETICS, RECREATION & P.E.	\$1,710	11	\$190,450	\$209,260
ELEMENTARY SCHOOL PRINCIPAL	\$1,710	11	\$185,289	\$204,099
DIRECTOR ADULT EDUCATION & PUBLIC INFORMATION	\$1,740	11	\$183,562	\$202,702
DIRECTOR OF TECHNOLOGY	\$1,710	11	\$181,353	\$200,163
DIRECTOR OF SPECIAL EDUCATION & PUPIL SERVICES	\$1,710	11	\$181,353	\$200,163
ASSISTANT DIRECTOR - ADULT EDUCATION	\$1,710	11	\$181,353	\$200,163
BUSINESS ADMINISTRATOR	\$1,650	11	\$169,825	\$187,975
ASSISTANT PRINCIPAL - SECONDARY SCHOOLS	\$1,650	11	\$169,825	\$187,975
ASSISTANT PRINCIPAL - ELEMENTARY SCHOOLS	\$1,550	11	\$163,621	\$180,671
DIRECTOR OF FACILITIES AND OPERATIONS	\$1,550	11	\$149,825	\$166,875
COORDINATOR OF INFORMATION SYSTEMS	\$1,310	12	\$149,971	\$165,691
DIRECTOR OF VILLAGE SCHOOL/Alternative H.S. Principal	\$1,310	12	\$138,101	\$153,821
SUPERVISOR OF SPECIAL EDUCATION AND PUPIL	71,310	12	7130,101	7133,021
SERVICES	\$1,310	12	\$138,101	\$153,821
COORDINATOR OF TECHNICAL SUPPORT SERVICES	\$1,550	11	\$124,554	\$141,604
SCHOOL LUNCH MANAGER	\$1,310	12	\$101,699	\$117,419
REGISTRAR	\$1,310	12	\$101,699	\$117,419

The minimum salary for each position is determined by multiplying the number of increments by the dollars per increment and subtracting this total from the new maximum. Each employee will be placed on the appropriate step.

ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE 2016-2017

	TIERII & TIER			111
	AMT.	NO.		
	OF	OF		
TITLE	INCRS.	INCRS.	MIN.	MAX.
		T		
HIGH SCHOOL PRINCIPAL	\$2,040	10	\$203,581	\$223,981
MIDDLE SCHOOL PRINCIPAL	\$1,950	10	\$194,790	\$214,290
DIRECTOR OF ATHLETICS, RECREATION & P.E.	\$1,710	11	\$194,635	\$213,445
ELEMENTARY SCHOOL PRINCIPAL	\$1,710	11	\$189,371	\$208,181
DIRECTOR ADULT EDUCATION & PUBLIC INFORMATION	\$1,740	11	\$187,616	\$206,756
DIRECTOR OF TECHNOLOGY	\$1,710	11	\$185,356	\$204,166
DIRECTOR OF SPECIAL EDUCATION & PUPIL SERVICES	\$1,710	11	\$185,356	\$204,166
ASSISTANT DIRECTOR - ADULT EDUCATION	\$1,710	11	\$185,356	\$204,166
BUSINESS ADMINISTRATOR	\$1,650	11	\$173,584	\$191,734
ASSISTANT PRINCIPAL - SECONDARY SCHOOLS	\$1,650	11	\$173,584	\$191,734
ASSISTANT PRINCIPAL - ELEMENTARY SCHOOLS	\$1,550	11	\$167,235	\$184,285
DIRECTOR OF FACILITIES AND OPERATIONS	\$1,550	11	\$153,163	\$170,213
COORDINATOR OF INFORMATION SYSTEMS	\$1,310	12	\$153,285	\$169,005
DIRECTOR OF VILLAGE SCHOOL/Alternative H.S. Principal	\$1,310	12	\$141,178	\$156,898
SUPERVISOR OF SPECIAL EDUCATION AND PUPIL	71,310	12	7111,170	7130,030
SERVICES	\$1,310	12	\$141,178	\$156,898
COORDINATOR OF TECHNICAL SUPPORT SERVICES	\$1,550	11	\$127,386	\$144,436
SCHOOL LUNCH MANAGER	\$1,310	12	\$104,048	\$119,768
REGISTRAR	\$1,310	12	\$104,048	\$119,768

The minimum salary for each position is determined by multiplying the number of increments by the dollars per increment and subtracting this total from the new maximum. Each employee will be placed on the appropriate step.

MEMORANDUM OF UNDERSTANDING #1

Article VIII is a central part of the negotiated contract. It is therefore deemed advisable to issue this memorandum to clarify its intent.

The parties understand that it is the intent of the Board of Education to provide positions to persons who may be affected by position elimination in accordance with Article VIII, B 1, 2 and 3.

In the case of persons having twelve (12) or more years as an administrator in the district or eighteen (18) or more years as a district employee, the person:

- 1. Shall receive first consideration for another administrative position, subject to the recommendation of the Superintendent as set forth in paragraph B 1.
- 2. Shall be assigned to an available regular full-time teaching position in an area in which he or she has previously acquired tenure in the Great Neck Public Schools. While it is the intention of the Board to make appointments of all persons under Article VIII B who may be affected, the law, however, requires that a probationary appointment must be subject to the recommendation of the Superintendent and the approval of the Board of Education. An administrator appointed to a teaching position in a tenure area where that administrator had previously achieved tenure in the Great Neck Public Schools "recaptures" the previously accumulated years of seniority in that tenure area. Such an appointment is not a probationary appointment. With regard to Article VIII, B 3 it is the intent to provide for the duration of the contract a position which may be legally established and legally filled if the excessed administrator is not placed in accordance with article VIII, B1 and B 2. Since this is most likely a probationary appointment, the law requires the recommendation of the Superintendent and the approval of the Board. Article VIII, B 5, obligates the Board to provide severance pay to the twelve (12) year administrator or the eighteen (18) year employee who is not placed under Article B1, 2 or 3, or who having been offered a position under B1, B 2, or B 3, chooses severance pay instead.

This understanding is deemed part of the collective bargaining agreement and is executed simultaneously with it.

(This paragraph applies to employees hired prior to May 10, 1993.)