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Rye City School District And Rye
Administrators Association

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AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF THE

RYE CITY SCHOOL DISTRICT

AND

RYE ADMINISTRATORS ASSOCIATION

JULY 1, 1996 - JUNE 30, 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUN 30 1999

EXECUTIVE DIRECTOR

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THIS AGREEMENT is made as of the 1st day of July, 1996 by and between the Board of Education, City School District, Rye, New York (Rye Public Schools), hereafter called the "Board" and the Rye Administrators Association, hereafter called the "Association."

WHEREAS, the Board of Education and the Association recognize that the attainment of the philosophy, goals, and objectives of the educational program requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent and the administrative staff, the Association, and all certified personnel employed by the Board;

WHEREAS, on and before April 21, 1967, the Rye Teachers Association did duly represent all certified personnel employed by the Board for the purposes of collective bargaining and grievance administration, and was so recognized by the Board;

WHEREAS, as of June 30, 1970, the Rye Administrators Association was recognized by the Board as the representative of all principals and assistant principals employed by the Board for the purpose of collective bargaining and grievance administration;

WHEREAS, as of June 30, 1995 the name of the Rye Principals Group was changed to Rye Administrators Association and includes all principals, assistant principals, Dean of Students, Director of Physical Education, Health and Athletics, and the Director of Special Services.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

Recognition

1. The Board shall until March 1, 2000 continue to recognize the Rye Administrators Association as the exclusive representative for the purpose of bargaining collectively and entering into a written contract (hereinafter the "Agreement") with the Rye Administrators Association in determining terms and conditions of employment and in the determination of, and administration of grievances arising under the terms and conditions of employment; provided, however, that such exclusive recognition shall not preclude an employee from presenting grievances to the Board or its representative and to have such grievances adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and, provided further, that the Association has been given the opportunity to be present at such adjustment.
2. The Rye Administrators Association agrees that it does not and will not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
3. This Article shall continue in full force and effect until March 1, 2000 and shall be automatically renewed thereafter for a period of two (2) years unless either party notifies the other, in writing, at least thirty (30) days prior to March 1, 2000, or any subsequent biennial anniversary date, of its desire to make changes in this Article or to terminate it.

ARTICLE II

Agency Fees

- A. The Board agrees to deduct from the salaries of its employees governed by this contract, dues, if any, for the Rye Administrators Association. Effective July 1, 1996, the Rye City School District shall deduct from the

wage or salary of all employees in the bargaining unit defined by Article I of this agreement, including those who are not members of the Rye Administrators Association and shall transmit the sum, if any, so deducted to the Rye Administrators Association, in accordance with Section 208.3(b) of Article 14 of the Civil Service Law as amended. The Rye Administrators Association affirms that it has adopted and will maintain such procedure for refund of agency fee deduction as required in section 208.3(b) of Article 14 of the Civil Service Law, as amended.

The agency fee deduction shall be made following the same procedures as applicable for dues deduction provided for in Paragraph C of this Article.

The Rye Administrators Association shall indemnify and hold harmless the Rye City School District from the claims of any employee made in connection with the implementation of this provision.

- B. The Rye Administrators Association shall certify to the Board in writing the current rate of membership dues, if any, for each organization covered by this Article. The Rye Administrators Association shall notify the Board thirty (30) days prior to the effective date of any change in the rate of membership dues.
- C. Deductions referred to in Paragraph A above, shall be made in six (6) equal installments beginning with the first pay period in October. Each year, no later than two weeks prior to the first pay period in October, the Rye Administrators Association shall provide the Board with an alphabetical listing of the Group members (by school) and new authorizations for any Association members wishing to change their dues deductions.
- D. The Board shall, following each pay period during which a dues deduction is made, transmit the amount of deducted dues to the Rye Administrators Association. The Rye Administrators Association shall forward a proper listing and the proper amounts to the organizations referred to in Paragraph A.

Professional Save Harmless Clause

The School District agrees, as a further condition to this employment Contract, that it shall defend, hold harmless, and indemnify the Rye Administrators Association individually and collectively from any and all demands, claims, suits, actions and legal proceedings brought by a party other than the School District against the administrator in his/her individual capacity, or his/her official capacity as agent and employee of the District, provided the incident arose while the administrator was acting within the scope of his/her employment. If, in the good faith opinion of the administrator, a conflict exists as regards the defense to such claim between the legal position of the administrator and the legal position of the District, the administrator may engage counsel in which event the District shall indemnify the administrator for the cost of legal defense.

ARTICLE III

Citizens Advisory Committee

The Rye Administrators Association shall have the option to nominate at least one representative to serve on each Citizens Advisory Committee established by the Board of Education and on any district-wide staff committee. Service on a committee shall be for the duration of the study or project.

ARTICLE IV

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for administrator, teacher and student is affirmed. It is further recognized that exercise of academic freedom places a corresponding burden of academic responsibility on all persons to maintain academic freedom of

all people, to preserve the boundaries of propriety and good taste, and to refrain from undue or unnecessary embarrassment to individuals and groups.

- B. Freedom of individual conscience, association, and expression for administrator, teacher and student will be encouraged and fairness in procedures will be affirmed both to safeguard the legitimate interests of the district and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE V

Teachers' Agreement Consultation

The Rye Administrators Association will be consulted and allowed to react to the existing Teachers Agreement as it affects the administrators in the performance of their duty.

Further, the Rye Administrators Association will be consulted and kept informed, at every step as the new Teachers' Agreement is finalized. It is recognized, however, that in the final phase of negotiations the Board will have to make some decisions without benefit of consultation.

Further, the Rye Administrators Association will be consulted, kept informed and allowed to react to proposed changes or additions in the Policies and by-laws of the Board and the Central Administration Policies when these changes or additions will affect the administrator in the performance of his duties.

Further, the Rye Administrators Association will be given the opportunity of presenting a position on matters which affect the performance of duty directly to the Board so long as this request is made through the Superintendent of Schools.

In lieu of meeting with the entire Board of Education, the Rye Administrators Association may agree to meet with the Board's negotiating team.

ARTICLE VI

Compensation

SALARIES

- A. Salaries for the current members of the Association shall be as per Attachment #1.
- B. Initial salaries of newly hired members of the Association will be determined on the basis of Attachment #2.
- C. Payroll periods shall be bi-weekly on a schedule prepared by the Business Office.

ARTICLE VII

Evaluation

The evaluation forms and procedures and Professional Growth Plan as per Attachments #3 and #4 (Professional Growth Plan) for members of the Association, developed jointly, will be used on an experimental basis and subject to annual joint review and revisions.

The Superintendent of Schools reserves the right to personally evaluate any member of the Association. Generally, responsibilities for evaluation are apportioned as follows:

- A. The Superintendent of Schools will evaluate:
 - 1. Each Elementary School Principal
 - 2. The High School Principal
 - 3. The Middle School Principal
 - 4. The Director of P.E. Health & Athletics
 - 5. The Director of Special Education
- B. The High School Principal will evaluate the High School Assistant Principal.

- C. The Middle School Principal will evaluate the Dean of Students.
- D. No other persons or groups are authorized to formally evaluate members of the Rye Administrators Association.

ARTICLE VIII

Employment and Termination

Administrators employed after July 24, 1975 shall be appointed to a probationary period in accordance with Section 2509 of the Education Law.

If an administrator's service is to be discontinued during a probationary period, or during the period of an existing individual contract, it is to be discontinued in accordance with the provisions of the Education Law. The Superintendent, under normal circumstances, shall inform an administrator of his or her intention to recommend to the Board of Education the discontinuance of an administrator's probationary service, or service under an existing individual contract, at least 90 days prior to the end of the probationary period or prior to the end of the individual contract.

The termination of a tenured administrator shall take place in accordance with Section 3020-a of the Education Law.

ARTICLE IX

Fringe Benefits

A. Medical Surgical Insurance

During the term of this contract each member of the Rye Administrators Association shall contribute towards the payment of health insurance premiums as follows:

<u>Year</u>	<u>Individual</u>	<u>Family</u>
1996-97	\$150.00	\$300.00
1997-98	\$200.00	\$350.00
1998-99	\$250.00	\$400.00
1999-2000	\$300.00	\$450.00

Any Administrator who elects in any year not to participate in the medical insurance plan will receive 75% of the individual medical insurance premium if the Administrator were eligible for individual coverage or 100% of the individual insurance premium if the Administrator were eligible for family coverage. An Administrator who so elects shall advise the Superintendent by September 1 of the Administrator's intent not to participate during the ensuing year.

- B. In the event that an agreement for cooperative participation may be reached with one or more other school districts, funding of fringe benefits may be jointly administered by said districts. The Board shall also have the authority to select the carriers, provided that coverage will not be less than that provided effective June 30, 1996. Benefits will continue to be furnished at the level in effect as of June 30, 1997.

C. **District Welfare Fund**

The current dental trust will be amended to allow for the provision of other benefits, which benefits may include, but shall not be limited to, life insurance, dental insurance, long-term disability insurance, prepaid legal services, excess medical insurance, and optical care, as such benefits are selected by a committee of the Board of Trustees composed of the teacher, clerical, custodial and administrator members of the Board of Trustees of this trust, to be known as the Rye City School Employees Welfare Fund. Additional teacher members, for a total of four, shall be added to the Board of Trustees. The full Board of Trustees, and any duly constituted committee or subcommittee thereof, shall retain all other powers provided for by the trust instrument. The total amount contributed by the Board to this fund shall be \$775 per administrator for

1995-96, \$850 in 1996-97, \$925 in 1997-98, \$1000 in 1998-99, and \$1075 in 1999-00.

D. **Rye Administrators Association Welfare Fund**

In addition to the fund noted in Section C. above, the Board agrees to provide \$850 per member per year (non-cumulative) for each of the five contract years.

E. **Life Insurance**

The life insurance provision of the contract will provide for \$150,000 of coverage.

NOTE: If the current or future tax laws of the Federal and/or State governments prohibit certain costs to be tax free to any member of the Rye Administrators Association, the Board agrees to negotiate with the group to find other legal means of providing the dollar figure of the benefit. However, it is agreed by both parties that the dollar amount will not be added to the base salary.

F. **Work Year**

The members of the Rye Administrators Association agree that they are considered 12 month employees who are entitled to 22 week day vacations during the summer, and holidays and vacations during the school year as noted in the School District's approved calendar.

G. **Professional Development**

The Board agrees to reimburse members of the Rye Administrators Association , up to \$950 for each of the contract years, for membership fees in professional organizations.

H. **Disability Policy**

The current disability plan for all members of the Rye Administrators Association will continue to be funded by the Board.

I. **Summer Meetings**

The members of the Rye Administrators Association agree to be available for meetings called at the discretion of the Superintendent of Schools for the period from the end of school up to June 30 of a current school year and thereafter for the period one week before the Labor Day weekend.

J. The school district budget will be sufficient to provide funds for each administrator to attend one major conference each year.

K. **Additional Benefits**

- If a common district-wide vacation schedule is negotiated with the other bargaining units, the Rye Administrators Association will be consulted in determining the common schedule.
- Children of administrators who do not live in the district will not be permitted to attend the Rye Public Schools with the exception of one current member of the Rye Administrators Association who was identified through the negotiation process.
- The District Employee Assistance Plan shall be available to administrators.

Rye Administrators Association Retirement Incentive

The Rye Administrators Association contract shall include permissive language for implementation of a retirement incentive plan at the Board's discretion.

ARTICLE X

Leaves of Absence

A. Personal Illness

The length of time an administrator may be absent for personal illness and continue to receive full pay shall be limited only by the decision of the Board.

As provided by law, in instances where a long-term illness or disability is evident or anticipated, and depending on the nature of the illness or disability, an administrator will be required to submit monthly or bi-monthly statements from a physician describing the conditions underlying the need for the leave. An administrator who has been absent because of a long term illness or disability who intends to return to work must also submit a physician's statement attesting to the administrator's ability to resume his or her duties.

In the case of long term illness or disability, when an administrator is required to submit a physician's statement, the Chief School Administrator will inform the administrator by letter that such a statement must be submitted by the administrator on a monthly basis, and that the administrator's salary check will be withheld if the administrator does not submit such a statement. In no event will such a statement be required while the administrator is hospitalized. If, in any month, the administrator fails to submit a physician's statement, the Chief School Administrator will send the administrator a letter, to his or her last known residence address, by certified mail, return receipt requested, requiring the administrator to submit a physician's statement within 15 days of the date of the letter, and advising the administrator that, otherwise, salary checks shall be withheld. If the administrator does not submit this statement, the Chief School Administrator may withhold the administrator's salary checks. If an administrator submits a physician's statement as provided for in this paragraph A of Article X, the

administrator will be entitled to receive any salary checks which have been withheld.

B. Child Care/Adoption

Within 12 months after the birth or adoption of a child, the Board of Education shall grant a Child Care/Adoption Leave. The following conditions or exceptions shall apply:

1. An administrator taking Child Care/Adoption Leave is guaranteed a minimum of four full semesters of leave, in addition to the remainder of the semester in which the administrator commences leave under this provision. A shorter leave may be taken at the option of the administrator.
2. After taking Child Care/Adoption Leave, an administrator shall work for two full semesters before being eligible to take a leave of absence pursuant to Article X(K). The Board may, in its discretion, waive this provision in extraordinary circumstances.
3. A request for a Child Care/Adoption Leave must be given in writing to the Superintendent at least thirty (30) days prior to the date the administrator intends to begin the leave. The administrator shall at this time also inform the Superintendent of the anticipated date he or she intends to return from the leave so appropriate planning can take place for substitute personnel.
4. An administrator shall notify the Superintendent by September 24 of his or her intention to return to work in the Spring semester. An administrator shall notify the Superintendent by March 24 of his or her intention to return to work in the Fall semester.
5. The Board shall authorize sick leave in accordance with Article X Leaves of Absences - Section A of this contract for disability associated with a pregnancy. Such disability shall be similar to other incapacitating illnesses for which sick leave is granted.

6. An administrator, upon returning from a disability leave and/or granted Child Care/Adoption Leave totaling 12 weeks or less, shall be entitled to the same or equivalent position; and upon returning from a disability leave granted pursuant to Article X, Section B, and/or child care for adoption leave of more than 12 weeks shall be given preference for a similar administrative assignment (including building) which was held prior to a leave.
7. No salary or fringe benefits shall be paid for the periods covered by a Child Care/Adoption Leave, nor shall experience be accrued or credited, except for the period during which the administrator was declared disabled; however, if the period of disability was less than 12 weeks, the administrator shall continue to receive group health for up to twelve weeks of Child Care/Adoption Leave minus the number of weeks of disability leave during the preceding 12 months. An administrator on leave under this section for more than twelve weeks shall have the option of being covered in the group health at his or her expense.

C. Illness - Immediate Family

An administrator shall be allowed a maximum of two (2) days absence per school year with full pay when such absence is necessitated by serious illness in the immediate family. The "immediate family" is hereby defined for purposes of this and other Sections of this Agreement to consist of mother, father, husband, wife, son, daughter, brother, sister, and all permanent members of the household.

D. Death in Family

An administrator shall be granted leave of absence with full pay as follows:

1. Not more than five (5) days in succession for death of relatives residing in the person's household, and the death of a father, mother, son, daughter, sister, or brother whose residence is elsewhere than in the administrator's home.

2. Not more than two (2) days for the death of a father-in-law, or mother -in-law whose residence is elsewhere than in the administrator's home.
3. Not more than one (1) day for the death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandfather and grandmother whose residence is elsewhere than in the administrator's home.
4. When travel is involved in the leaves specified in subparagraphs 2 and 3 above, the Superintendent may authorize an additional two (2) days' absence with full pay. Such authorization shall not be unreasonably withheld.

E. Personal Days

An administrator shall be allowed a maximum of two (2) Personal Days per year with full pay for which no explanation is necessary. As much prior notice as possible should be given to the Superintendent in writing. Personal leave shall not be charged against any other paid leave days in the contract. An administrator who chooses not to use one or more of these personal days will be paid \$50.00 for each unused personal day at the end of the school year.

F. Professional Days

The Superintendent may authorize absence with full pay when in the Superintendent's judgment such absence will serve to benefit the District. Such requests shall be submitted to the Superintendent. Such absences may be for reasons such as those listed below:

1. Visits to other classrooms and other schools
2. Conferences involving other personnel from the City or other areas.
3. Attendance at conventions.

G. Religious Holidays

An administrator may be absent from school with full pay all day or part of a day as required by the administrator's particular religion on the

following days of religious observance when such days fall on a regular school day:

Rosh Hashanah (2 days)	Ash Wednesday
Day of Atonement	Good Friday
First Day of Succoth	First Day of Passover
Last Day of Succoth	Last Day of Passover
Feast of All Saints	Feast of the Ascension
Feast of the Immaculate Conception	Shavout

If an administrator wishes to be absent for all or a part of any of the days listed above, notification must be given to the Superintendent at least one (1) week in advance of the absence.

H. Legal

The Superintendent shall authorize absence with full pay when an administrator is subpoenaed or otherwise required to appear in a judicial or administrative proceeding, or is on jury duty. Except for jury duty, such paid leave shall not exceed two (2) days in any one school year.

I. Weather

The Superintendent may authorize administrator absence with full pay for weather conditions so extreme that an administrator is unable to get to school.

J. Miscellaneous

The Superintendent may authorize absence with full pay for reasons which in the Superintendent's judgment are beyond the control of the administrator or are otherwise justifiable. Regardless of circumstances, the total of such absences may not exceed two (2) days in one school year. Such absences may be for reasons such as the following:

1. Transactions involving legal instruments (deeds, mortgages, property titles, etc.)

2. Court Orders
 3. Graduations in the immediate family (see Paragraph C for definition of immediate family).
- K. An Administrator shall be granted a one year leave of absence without pay upon request. A request for two or more years' leave may be allowed at the discretion of the Board. Except in special circumstances, all such leaves will begin on July 1, for a full school year, and must be requested on or before May 1st.

ARTICLE XI

Conferences, Conventions and Councils

- A. Opportunities shall be provided for the development of increased competence for all administrators beyond which they may attain through their assigned duties. Toward this end, the Superintendent shall provide the administrator with opportunities in areas such as:
1. Visits to other classrooms and other schools;
 2. Conferences involving other personnel from the City, County, State, Region and Country;
 3. Membership on committees drawing personnel from such sources; and
 4. Classes and workshops offered within the city.
- B. The Board shall reimburse staff for necessary expenses of attending conferences and conventions.
- C. A Superintendent's Advisory Committee for Professional Development shall be established for the purpose of improving teaching competence and the quality of educational practices. The committee will review, study and make

recommendations to the Superintendent which affect the educational program of the district. Such matters include the following:

1. Recruitment, supervision and promotion policies for initiating curriculum change and experimental programs.
2. Planning inservice programs.
3. Selection of Professional Leave/Grant candidates.

Central Office Administration (Chairperson)	(1 member)
Building Administrators	(2 members)
R.T.A. Members	(3 members)

The Association and the Rye Principals Group shall establish procedures for election of respective members to the committee.

ARTICLE XII

Professional Leave/Grant Program

A Professional Leave/Grant Program will apply to Administrators. Any Professional Leave/Grant proposed that is professionally sound may be advanced to the Superintendent of Schools for his analysis and ultimate recommendation to the Board. The Professional Leave/Grant Program, as provided for the Administrators Association, is EXHIBIT A of this contract.

Rye Administrators Association Sabbatical Leave Provision

- One (1) year at full pay
- For the pursuit of initial Ph.D. or Ed.D
- Eligible after 10 years in the district
- No obligation to return for a specified period of time

ARTICLE XIII

Administrative Assignments and Transfers

- A. Every reasonable effort shall be made (1) to give notice of assignments no later than the closing day of school in June and (2) to give notice of any change in schedule no later than August 10.
- B. The following procedures shall apply to voluntary transfers and notification of openings in all positions.
 - 1. Applications in writing shall be made to the Superintendent of Schools to transfer building.
 - 2. All applications shall be submitted by April 1 for the following school year.
 - 3. For a vacancy which occurs following the close of school, the Superintendent will notify the administrator at his/her summer address, which must be prefiled at the Superintendent's Office.
 - 4. Every reasonable effort will be made to give (30) days notice of all administrative openings in building administration and two (2) weeks notice for other openings.
- C. The Board declares its support of a policy filling administrative positions from within its own staff, provided, however, that applicants from the staff offer professional qualifications which are at least equal to those of applicants who are not members of the staff. It is recognized, however, that the ultimate selection of applicants rests with the Superintendent.
- D. Involuntary transfers will be kept to a minimum and will be made to serve the best interests of the students. Involuntary transfers will take place only after a conference has been held between the Superintendent and the administrator who is affected.

ARTICLE XIV

Summer School, Federal and State Projects and Adult Education

- A. Under normal conditions, thirty (30) days' notice of administrative positions in summer school, extra pay jobs and other projects in Rye will be given to all administrators.
- B. Similar notice will be given by the Adult Education Director for potential courses to be offered.
- C. Rye administrators will receive preference for administrative positions provided that they offer qualifications which are at least equal to those of applicants who are not members of the Rye administrative staff.

ARTICLE XV

Grievances

A. Declaration of Policy

In compliance with Article 16 of the General Municipal Law of 1962 and in order to establish a more harmonious and cooperative relationship between administrators and members of the Board of Education which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of administrators pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions

1. "Administrator" shall mean any member of the bargaining unit responsible for or exercising any degree of supervision or authority.
2. "Chief Administrator" shall mean the Superintendent.
3. "Representative" shall mean the person or persons designated by the aggrieved administrator as counsel or to act in his or her behalf.
4. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the contract or any existing laws, rules, regulations, or policies which relate to or involve the administrator in the exercise of the duties assigned to the administrator.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraints, discrimination, or reprisal.
3. An administrator shall have the right to be represented at any stage of the procedures by a person or persons of the administrator's own choice; provided, however, that an administrator may not be represented by any employee organization other than the Rye Administrators Association or by the agent or representative of any other employee organization. Further, the Rye Administrators Association shall have the right to file grievances pursuant to these procedures.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential to the extent permitted by law.

6. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. The Chief School Administrator shall have the responsibility to consider promptly each grievance presented to the Chief School Administrator and make a determination within the authority delegated to the Chief School Administrator within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or affect the administrator in the performance of the administrator's assignment.

They are not designed to be used for changing such rules or establishing new ones.

D. Procedures

1. Informal Stage

The aggrieved administrator shall orally present the administrator's grievance to the Superintendent who shall orally and informally discuss the grievance with the aggrieved administrator. The Superintendent shall render a determination to the aggrieved administrator within five (5) school days after the grievance has been presented to immediate supervisor. If such grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the appropriate formal stage.

2. Formal Stage

- a) Within five (5) school days after a determination has been made or is due at the preceding stage, the aggrieved administrator may make a written request to the Chief Administrator for review and determination.

- b) The Chief Administrator shall immediately notify the aggrieved administrator to submit written statements to the Chief Administrator within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c) If such is requested in the written statement of either party, pursuant to paragraph (b) above, the Chief Administrator shall notify all parties concerned in the cases of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph above.
- d) The Chief Administrator shall render a determination within five (5) school days after the written statements, pursuant to paragraph (b) above, have been presented except where legal interpretations are required from the State Education Department, or the Chief Administrator is out of town on official business. In such cases, the determination shall be made within three (3) school days after the legal opinion has been received, or the Chief Administrator returns.
- e) If the grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the review stage.

3. **Review Stage**

The aggrieved administrator may, after final determination by the Chief Administrator, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within thirty (30) school days after receiving the request for review.

4. Binding Arbitration Stage

Within ten (10) school days after a final determination issued by the Board, the aggrieved administrator may request binding arbitration, but may do so only in those disputes that are limited solely to interpretation, application, or alleged violation of this Agreement. An arbitrator shall be selected by the Board and Rye Administrators Association under the rules of the American Arbitration Association. Costs shall be shared equally by the Board and the Rye Administrators Association.

ARTICLE XVI

Administrator's Rights

Every administrator has the right upon request to review the contents of the administrator's personnel records, exclusive of confidential references prior to his/her employment. The administrator may be accompanied by a fellow administrator if the administrator so desires. Any document to be placed in an administrator's file, which has to do with administrator's performance or character, shall include the administrator's signature indicating his/her knowledge that said document is filed.

ARTICLE XVII

Protection of Professional Personnel

A. Protection of Administrators

1. An administrator shall be informed promptly of any complaints by parents, students, or organizations registered against the administrator if said complaint is to be filed in the administrator's permanent personnel record.
2. No written statement of a derogatory nature shall be placed in an administrator's permanent personnel record without the administrator's knowledge and opportunity to file a written statement in defense.

ARTICLE XVIII

Other Personnel

All paraprofessionals, teacher aides and teaching assistants authorized for a building are assigned to the principal who allocates time as needed in keeping with Rye City School District practices.

The principal or his designate has the final determination on the placement of substitutes.

Members of the Rye Administrators Association are responsible for screening, interviewing, and recommending to the Superintendent candidates for all teaching/professional positions.

ARTICLE XIX

Matters Not Covered

- A. The Board will not rescind, amend, alter, or modify its written policies affecting salaries, hours, and working conditions of the members of the bargaining unit without first notifying the Rye Administrators Association. Upon being so notified, the Rye Administrators Association may request an opportunity to discuss the proposed action. If the parties are unable to agree, the matter shall be treated as a grievance, and may be presented for binding arbitration (pursuant to Article XV (D) (4)) to determine whether the change is justified under the circumstances.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, unless otherwise specified herein, the Board and the Rye Administrators Association, for the life of this Agreement, each voluntarily and unqualifiedly waves the right, and each

agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Possible Merger

- A. No administrator shall be excused during the term of this Agreement by reason of any cooperation, consolidation or merger of the Rye City School District and any other School District, although administrators may be excused for other reasons during this time.
- B. This Agreement will be binding on any successor School District for the duration of the Agreement.

ARTICLE XX


Duration & Negotiations For Succeeding Contract


- 1. This Agreement constitutes the complete agreement between the parties.
- 2. Unless otherwise specified in this Article, this Agreement shall become effective July 1, 1995 and shall remain in full force and effect to and including June 30, 2000 provided, however, that the individual contracts of employment referred to in Article VIII above shall continue for their respective terms as set forth in said Article.
- 3. The Rye Administrators Association shall specify all its proposals for the next contract (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before February 15, 2000. The Board shall specify all its proposals (both budgetary and non-budgetary items) on the same date.

4. Following the service of all proposals as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to those proposals.
5. If such differences are not resolved within three months after the start of negotiations, either party may declare in writing that an impasse exists and so inform PERB.
6. The Rye Administrators Association's right to representation shall be governed by Article I and shall not be affected by this Article.

EXECUTED IN RYE, NEW YORK

**BOARD OF EDUCATION
RYE CITY SCHOOL DISTRICT
RYE, NEW YORK**

BY 
Superintendent of Schools

BY 
Rye Administrators Association

DATE September 25, 1997

EXHIBIT A

PROFESSIONAL LEAVES/GRANTS

On the recommendation of the Superintendent, the Board may permit members of the administration staff to engage in professional development leaves and may provide grants for such study in accordance with the following terms and conditions:

1. Professional leaves/grants will be made available to administrators who have served a minimum of five (5) years of full-time duty and have earned tenure in the Rye City School District.
2. Professional leaves/grants are to be used for intensive study, research, or projects directed at resolving critical and defined needs of the school district. The leave is expected to enhance the professional status of an individual administrator as well.
3. Critical needs are to be defined and set forth annually by the Superintendent's Advisory Committee for Professional Development. The needs shall be developed on the basis of assessment data gathered system-wide by this Committee. Such data shall be gathered no later than the end of the school year preceding the year in which leaves are to be granted.

The Superintendent's Advisory Committee for Professional Development is expected to review these needs early in September to determine their continued relevance before they are presented to the Board of Education for approval. It is expected that the Board will approve these needs at the regular Board meeting in October.

4. Professional leaves may be granted for periods ranging from one month to one year, i.e., 12 months. A grant for a leave in excess of one semester or for a summer term, shall not exceed one half of the administrator's regularly scheduled salary for the current year calculated on a per diem basis for the workdays specified in the leave, as approved by the Superintendent's Advisory Committee for Professional Development, and as granted by the

Board of Education. A grant for a semester or less, not involving any portion of the summer term, shall not exceed the administrator's regular salary for the work days included in the leave. The basis for calculating an administrator's daily rate shall be 1/200 of the administrator's regularly scheduled salary for the current year. In no case shall a grant awarded to an individual during a contract period cause the individual's salary to exceed his or her regular annual salary.

5. An administrator's participation in the Professional Leave/Grant Program shall be contingent upon the availability of a fully qualified replacement. The Superintendent shall have the responsibility to make such a determination. A professional leave/grant should not cause anything other than what might be classified as a "normal disruption" to the educational program.
6. An administrator who has received and completed a professional leave/grant must agree to return to service for a period equivalent to double the time granted from the date of completion of the leave. Upon return, the administrator will be restored to his or her former position if at all possible, or to one of comparable status.
7. While on leave, an administrator will retain all rights and privileges available to any other administrator on a leave of absence as defined in this contract, except that an individual on a professional leave shall be given salary step credit for the period of the leave.
8. An administrator who receives a professional grant shall submit periodic progress reports according to a prestructured schedule as well as an end-of-project report to the Superintendent's Advisory Committee on Professional development. If such reports are not acceptable to the committee, the individual may be requested to appear before it to offer explanations related thereto.

If for some reason an administrator, after receiving a grant, changes his/her plans or discontinues a program, the administrator shall immediately inform the Superintendent of such happenings. Such an administrator shall make arrangements for the repayment of any salary earned while on a portion of a professional leave. The administrator shall be assigned a priority substitute

position until another assignment becomes available prior to the end of the leave. The Board of Education retains the right to waive this provision in cases where unforeseen circumstances such as illness creates an unusual hardship.

9. Administrators, upon return from leaves, may be expected to assume with or without pay, depending on the nature and extent of the effort, leadership roles in conducting workshops, demonstrations, in-service activities, etc., for their colleagues.

10. Professional leaves/grants are not intended for use by administrators to satisfy requirements needed to maintain certification or employment.

11. The Board of Education shall use the following formula to determine the maximum amount to be made available for professional grants:

The median regular administrator salary (for the current year), minus the salary at the M.A. Step 3 level, times 3% of the number of the regular professional staff members.

The Board in its sole discretion may, however, establish a sum less than the product of the above calculation for professional grants if budget needs or restraints warrant it.

12. The procedures to be used applying for and in granting professional leaves is as follows:

- a) After the regular October Board of Education meeting, an announcement will be made to the professional staff setting forth the priority needs of the school system and leave application procedures.
- b) An administrator who desires to participate in the professional leave program shall develop a plan for study, etc., directed at the resolution of a priority need or problem.

The administrator's plan of action shall be submitted to the Building Advisory Committee (which shall be composed of the Principal and

staff members selected or elected by the administrators) by the 1st of December.

- c) The Building Advisory Committee shall evaluate all such leave/grant requests submitted to them and shall forward to the Superintendent's Advisory committee for Professional Development those projects which it feels warrant further consideration by the end of the first week following the Christmas vacation.
- d) The Superintendent's Advisory Committee for Professional Development is to evaluate the projects submitted, seek clarification or revisions where necessary, establish priorities, and select those which it believes are worthy of implementation and funding. Once the selection is made, the Superintendent is to make recommendations to the Board of Education for approval. Recommendations will normally be submitted to the Board of Education by the end of February.
- e) The Board of Education is expected to take action on such grants no later than the regular April Board meeting.

13. With respect to matters not covered in this section, the policies and rules and regulations of the Board of Education shall govern.

Rye Administrators Association Salary Schedule

1996 - 2000

	High School	Middle School	Milton Elem.	Midland Elem.	Osborn Elem.	High School Assistant Principal	Special Education Director	Athletic Director	Middle School Dean
<u>Year</u>	<u>Principal</u>	<u>Principal</u>	<u>Principal</u>	<u>Principal</u>	<u>Principal</u>	<u>Principal</u>	<u>Director</u>	<u>Director</u>	<u>Dean</u>
1995-96	98,790	107,666	105,685	113,453	98,386	91,600	83,322	92,639	79,689
1996-97	101,754	110,896	108,856	116,857	101,338	94,348	85,822	95,418	82,080
1997-98	104,807	114,223	112,122	120,363	104,378	97,178	88,397	98,281	84,542
1998-99	108,213	117,935	115,766	124,275	107,770	100,336	91,270	101,475	87,290
1999-00	111,730	121,768	119,528	128,314	111,273	103,597	94,236	104,773	90,127

RYE CITY SCHOOL DISTRICT

Initial Salary

The Superintendent of Schools in determining the initial salary of a newly hired member of the Rye Administrators Group will take into consideration the following factors:

1. Level of education
2. Years of experience in positions with similar responsibilities
3. Degree to which experience is in a district similar to Rye
4. Recent hiring trends relative to similar positions and responsibilities

Based on the above factors, the Superintendent will determine the appropriate salary.

RYE CITY SCHOOL DISTRICT

ADMINISTRATIVE PERFORMANCE REVIEW

PLANS AND PROCEDURES

The purpose of the Administrative Performance Review for the Rye Public Schools is the recognition, attainment and maintenance of high standards of professional performance. This assessment process is designed for the administrator and the evaluator to work together in an open, cooperative and constructive manner to improve the standard of leadership in the Rye Public Schools.

The Administrative Performance Review is to be conducted annually by all persons who have responsibility for the evaluation of administrative personnel. This review takes into account standards of performance for administrators, leading to commendations and recommendations regarding overall performance. Performance reviewed are to be conducted for:

- All probationary administrators by March 31 of each probationary year.
- All tenured administrators once every year by September 15.

A mid-year conference will be held between each administrator and the evaluator regarding progress relative to the previous year's performance review.

In the belief that self-evaluation is a positive step toward professional growth, annually, by March 1 for probationary administrators and by July 15 for tenured administrators:

1. Submission of a written response to each of the recommendations made with respect to the previous year's performance review is expected.

2. Written evidence in support of the achievement of each standard is invited.

The standards of performance for administrators includes criteria falling within each of the following headings:

- Leadership
- Supervision and Evaluation
- Program Development and Assessment
- Student Achievement and Well Being
- Communication and Public Relations
- Resource Management
- Professional Qualifies

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2/18/97

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The Rye City School District
324 Midland Avenue Rye, New York 10580

Office of the Superintendent

Dr. Barry Farnham
Superintendent of Schools

Mr. Vincent A. Quartararo
*Assistant Superintendent
Business and Human Resources*

Telephone: (914) 967-6100
FAX: (914) 967-6957

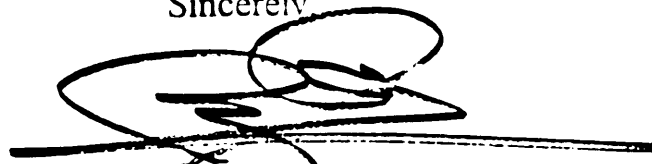
RE: PROFESSIONAL GROWTH PLAN

Dear Dr. Soury:

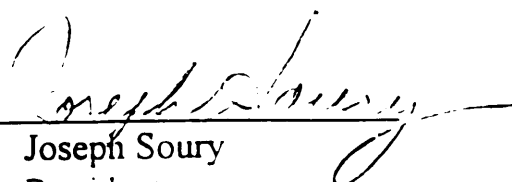
It is agreed by and between the District and the Rye Administrators' Association that the Professional Growth Plan for administrators be implemented on an experimental basis effective July 1, 1996 through June 30, 1999. By April 1, 1999 both parties will meet to determine the status of the plan beyond June 30, 1999.

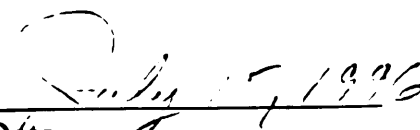
If this conforms with your understanding of our agreement, please sign below.

Sincerely,


Barry Farnham
Superintendent of Schools

Agreed To:
Rye Administrators' Association

By: 
Joseph Soury
President


Date

The Rye City School District
Rye, New York

RYE ADMINISTRATORS' ASSOCIATION

PROFESSIONAL GROWTH PLAN

PURPOSE

A professional growth cycle for all tenured administrators of the Rye Administrators' Association is essential in providing the knowledge and leadership skills necessary to promote the quality of the Rye City Schools. Administrators need a collegial and supportive atmosphere in which to grow. Such a plan contributes to the enhancement of individual skills and potential.

The evaluation of the administrator is a process which acknowledges the need to grow professionally. The evaluation process will:

- provide a means of periodic assessment of performance
- validate exceptional administrative practices and superior administrative performance

The professional growth plan is in keeping with the New York State Education Department requirement for yearly evaluation of all school personnel.

PROFESSIONAL GROWTH PLAN FOR MEMBERS

Description of three options

1. *Regular Evaluation*

The administrative performance review will be implemented at least every third year following the steps and procedures outlined in the Memorandum of Agreement between the Rye Principals' Group and the Rye City Board of Education as found in Attachment #3. This performance appraisal will be guided by the standards of performance for administrators and will include an evaluation in the areas of:

- Leadership
- Supervision and Evaluation
- Program Development and Assessment
- Student Achievement and Well-Being
- Communication and Public Relations
- Resource Management
- Professional Qualities

The administrator may select this option more frequently than every third year. Also, the Superintendent of Schools may choose to prepare an administrative performance review more frequently than every third year. In such a case, the Superintendent must notify the administrator in writing as to the reasons for the selection of the regular administrative performance review. Both parties must be notified by September 15 if the administrative performance review option has been chosen for a given school year.

2. Collaborative Project

A joint project may be selected by an administrator where a professional growth activity with an(other) administrator(s) or teacher(s) is implemented.

The criteria to judge the applicability of a collaborative project is found below. In general, projects will deal with areas generally considered an important part of a administrator's role. Professional growth will occur as an administrator works on a project dealing with:

- student outcomes (achievement, responsibility, alternative assessment)
- instructional issues (curriculum, articulation, staff development)
- managerial issues (goals attainment, scheduling, modeling, budget)
- community relationships (parent support and communication, excellence team)

The project should contribute to the professional knowledge base of the administrator and/or increase his/her administrative skills. The goals and projected activities of the project need to be described in writing and shared with the review committee. A summative report indicating the degree of goal attainment is required by July 15 of the following year.

Types of collaborative projects may include, but are not limited to:

- Work with a faculty member in order to conduct team teaching in a classroom
- Lead curriculum analysis with a department chair, coordinator, grade level chairman, a committee or department
- Work with a consultant in an area of mutual interest or expertise
- Work on or towards a district school improvement objective with an administrator or teacher
- Establish a relationship with a colleague in another school district and work on a joint project relevant to the needs of both districts or schools
- Formulate and direct a collaborative study group
- Conduct peer observations
- Co-lead a project with another administrator

3. *Self-Directed or Individual Project*

An administrator may choose to work alone in order to grow in either one's professional knowledge base or administrative skills.

The categories in which an administrator may take on a self-directed or individual project include:

- The opportunity for the administrator to develop personal reflections where the beliefs and relevant experiences can be identified as professional growth.

Or

- The opportunity to assume responsibility for a project which enhances the individual skills of the principal.

Or

- The opportunity to assume new roles and responsibilities.

The goal of the project will be identified in writing and a summative report will be prepared by the administrator by July 15 of the subsequent year.

Types of self-directed projects may include but are not limited to:

- Course work or inservice opportunities
- Professional writing or presentations at regional or national conferences
- independent study including research
- Teaching an inservice course or a graduate level course
- Developing programs for parents/community
- Case studies
- Classroom teaching

Standards for Plans

The following standards are to be considered by the committee that reviews the proposals. The collaborative and self-directed or individual project plans should be judged on one or more standards.

- Contribution to district improvement initiatives
- Involvement of risk taking
- Provision for different or new approaches
- Impact upon current practices and/or student outcomes
- Public reportability (option of the administrator)
- Evidence of incorporation within repertoire and/or practices

PROFESSIONAL GROWTH PLAN PROCESS

A committee consisting of two members from the Rye Administrators' Association will review plans submitted to make sure each plan meets the stated criteria and standards listed above. If a committee comes across a proposal that does not meet the criteria, it is the responsibility of the committee to contact the administrator and discuss it with him/her. Once the cycle has been established, the administrator will be expected to submit his/her proposal to the committee by October 15.

Copies of the proposal also go to the person responsible for the evaluation of the individual, not for approval, but so the evaluator has a document to file as part of meeting the New York SED requirement for annual professional performance review.

At the end of the school year, not later than July 15, the administrator will submit to the committee a record of his/her activities and a summary of the results of the project. Copies of completed records also go to the administrator's evaluator for inclusion in the administrator's personnel file and for satisfaction of the SED requirement.

March 7, 1996

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The Rye City School District

Rye, New York

PROFESSIONAL GROWTH PLAN FOR TENURED ADMINISTRATORS

Name _____ School _____
School Year _____ Cycle _____

1. Briefly describe the plan:

2. Briefly explain how the plan will contribute to your professional growth:

3. If this is a collaborative year, please indicate the names of other people involved:

4. List resources needed (e.g. materials, planning time, substitutes)*

**SUBMIT TO ADMINISTRATORS' COMMITTEE BY OCTOBER 15.
THANK YOU.**

The Rye City School District
Rye, New York

PROFESSIONAL GROWTH PLAN FOR TENURED ADMINISTRATORS

END OF YEAR SUMMARY

Name _____ **School** _____
School Year _____ **Cycle** _____

Record of Activities/Summary Statement of Learning Experience:

**SUBMIT TO ADMINISTRATORS' COMMITTEE BY JULY 15.
THANK YOU.**