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Union: **Association of Cold Spring Harbor Administrators**

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ADI / 4808

AGREEMENT

By and between

**THE BOARD OF EDUCATION OF THE
COLD SPRING HARBOR
CENTRAL SCHOOL DISTRICT
Towns of Huntington and
Oyster Bay, New York**

and

**THE ASSOCIATION OF COLD SPRING HARBOR
ADMINISTRATORS OF COLD SPRING HARBOR
CENTRAL SCHOOL DISTRICT
Towns of Huntington and Oyster Bay, New York**

July 1, 2005 through June 30, 2008

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PREAMBLE

This agreement entered into this day of 2005, between the Board of Education of Cold Spring Harbor Central School District, Towns of Huntington and Oyster Bay, New York, hereinafter referred to as the "Board" and the Association of Cold Spring Harbor Administrators of Cold Spring Harbor Central School District, Towns of Huntington and Oyster Bay, hereinafter referred to as the "Association," will become a binding agreement by approving action of the Board by resolution and by approving action of the Association.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The Association recognizes that the Board has the legal authority and responsibility to make final decisions in the educational and fiscal affairs of the School District, pursuant to the laws of the State of New York.

The Board recognizes the professional role of the Association for maintaining and improving the standards of the educational opportunity of the students of the District and contributing to the development of educational policies.

The Association and the Board agree to make accessible reasonable resources as may be available for the efficient realization of this goal.

ARTICLE I MISCELLANEOUS

- A. This Agreement shall constitute the commitment between both parties and shall be in effect July 1, 2005 through June 30, 2008.
- B. Any individual arrangement, agreement, or contract between the Board and an individual administrator shall be subject to and be consistent with the terms and conditions of this agreement.
- C. The Board of Education agrees that no written agreements which may affect the administrative, directive, or supervisory aspects of the schools will be signed with any third parties, except by the Superintendent of Schools, until the Board has notified the President of the Association at least five (5) school days in advance of the contemplated action. Upon notification, the President of the Association may within three (3) school days notify the Board of the position of the Association in writing, and can request a conference with the Superintendent of Schools to state their position and suggestions for improvement. The Board will take no action for five (5) school days following the first three (3) pending the study of the requests to the Superintendent from the Association.
- D. Should a resource team be made available to the Board's chief negotiator in the teacher

contract, at least one (1) member of the Association may at the discretion of the Superintendent be appointed to the team by the Superintendent of Schools. It is understood that individual members of the Association so appointed are not considered "confidential employees" as to be excluded from coverage under the provisions of the "Taylor Law" as amended.

E. Formal complaints from building staff, by parents of a student, by a student, by community organizations, or by community member(s) which are directed toward an Administrator shall be called to the Administrator's attention as soon as possible and the Administrator shall be afforded the opportunity to reply to same. No complaint letter or report directed against an Administrator shall officially be made public by the Board and/or the District Administration, nor shall such documents be placed in the Administrator's personnel file without his/her knowledge and prior discussion.

F. As soon as mutually agreeable after February 1 of the year of expiration of the Agreement, the Superintendent and the Association will exchange proposals for negotiations. Following this initial meeting, such additional meetings shall be held until the parties reach an agreement on the items or until an impasse is reached. Meetings will be held at mutually agreeable times.

G. Copies of this agreement shall be printed at the expense of the Board and one copy supplied to each administrative employee.

ARTICLE II GRIEVANCE PROCEDURES

A. Definitions

1. "Grievance" - a claimed violation, misinterpretation or inequitable application by the Board, its agents, servant or employees of the provisions of this agreement, or of any other law, regulation or policy which relates to or involves an administrator covered by this contract.

2. "Party in Interest" - the person or persons making the claim and any person who might be required to take action against or against whom action might be taken in order to resolve the claim.

3. "Days" shall mean school days.

B. Basic Principles

1. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in a fair and equitable manner.

2. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a

grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

3. Any party in interest shall have the right to be represented at any stage of the procedure by a person of his or her own choice. When an administrator is not represented by the Association, the Association may be present to state its views at all stages of the grievance procedure with the consent of the aggrieved.

4. All records of hearings shall be filed in the Central Office files of the Superintendent of Schools separate from the personnel files of the participants.

5. Time limitations may be extended by mutual agreement of both parties.

6. The sole remedy available to any administrator for any alleged breach of this agreement or any alleged violation of his rights hereunder shall be pursuant to this grievance procedure, except that nothing contained herein shall deprive any administrator of any legal rights which he or she has by virtue of statute.

C. Procedures

1. The aggrieved administrator, either directly or through the Association shall present his or her grievance in writing to the Superintendent of Schools. The initial written grievance must be filed not later than 45 days after the incident occurred.

2. The Superintendent shall within (5) days of receipt of the grievance render his decision in writing. The original will go to the aggrieved, one copy to the President of the Association.

3. If the grievance is not satisfactorily resolved in the opinion of the aggrieved, he or she may within five (5) days following the receipt of the Superintendent's decision file the grievance with the Clerk of the Board of Education.

4. The Board or a Committee of the Board shall meet within ten (10) days of receipt of the written grievance with the aggrieved administrator.

5. The Board shall within fifteen (15) days of receipt of the written grievance, render its decision. This decision will be by formal resolution and entered in the minutes of the Board of Education. On the day following the rendering of the formal Board decision, the aggrieved administrator will be notified and will be furnished with a copy of the resolution.

6. If the grievance is not satisfactorily resolved at this stage, the aggrieved administrator may request advisory arbitration pursuant to the rules of the American Arbitration Association. The District and the Association shall share equally the costs of any arbitration.

ARTICLE III
CONDITIONS OF EMPLOYMENT

A. All policies, rules, regulations and procedures included in the official "Policies of the Board" enacted bylaws of the Board and Administrative Regulations now in effect concerning the terms and conditions of employment of administrators and their duties, authority and responsibilities are accepted as part of this contract.

B. In the event that the Board of Education is considering proposals for policy changes or a new policy statement affecting the conditions of employment of the administrators, the Board negotiate with the Association on such policy prior to adoption.

C. 1. Administrators are to be employed on the basis of twelve months and shall be entitled to four weeks (twenty working days) of paid vacation which shall accrue at the rate of 1.667 days per month. ~~Vacation days shall be taken subject to notification of the Superintendent of Schools, provided, however, that building administrators shall take their vacation during the summer recess. Upon request of an administrator, the Superintendent of Schools may, in his discretion, advance to an administrator the balance of any vacation days which an administrator would be entitled to accrue in a given year (July 1 to June 30).~~

2. Vacation days accrued in a given year (July 1 to June 30) must be used by an administrator prior to the beginning of the following school year. However, the Superintendent of Schools shall have the discretion, upon written request of the administrator made on or before June 1, to permit any unused vacation days to be carried over for an additional year.

3. On days in the academic calendar when classes are not in session, the administrator's presence, schedule of hours, and duties performed shall be dependent on the responsibilities and the exigencies of their particular office or position and the prevailing operations of the District.

D. Whenever possible, notification of intent to retire must be submitted to the Superintendent of Schools in writing no later than seven (7) months in advance of the declared date of retirement.

E. Members of the Administrators' Unit are eligible for a service benefit for extended service upon reaching age 55 or older. This benefit will be paid on retirement and will consist of \$35,000 for members completing 10 years of Cold Spring Harbor service. Members completing 11-15 years of service will receive an additional \$3,500 for each additional year up to a maximum total benefit of \$52,500.

This service benefit is independent of any retirement incentive that might later be made available to members of the Administrative unit.

No administrator receiving a Service Benefit would be eligible for any retirement incentive offered to teachers. But in the event an incentive is offered to teachers, the Service Benefit to administrators would not be less than that offered teachers of similar age and district service. This service benefit applies only to present members of the administrators' unit.

F. Absences not allowed under the terms of the contract provisions of the Cold Spring Harbor Teachers' Association contract will be deducted from the salary at the rate of 1/240th per day of the current salary of the administrator.

G. Leaves with pay may be granted by the Board of Education, in its sole discretion, to members of the administrative staff after seven (7) years of service to the District, upon request of the administrator with the recommendation of the Superintendent and approval of the Board of Education. Full salary shall be paid for 2 years or 80% for a full year leave.

H. Compensation

Salaries for each of the six members of the unit for the 2005-2006 school year shall be as follows:

	<u>Salary 2005-2006</u>
Bellino, Lydia Primary School Principal	\$145,365
Browne, Helen Asst. High School Principal	\$157,076
Dolan, Thomas High School Principal	\$165,729
Amen, James Director, P.E. Athletics	\$145,022
LaFemina, Gary Elementary School Principal	\$138,269
Lacey, Barbara Elementary School Principal	\$131,943
Carne, Jennifer Junior High Asst. Principal	\$ 93,461

During the remaining years of this agreement, salaries of administrators shall be increased as follows:

7/1/06 - 6/30/07	-	3.5%
7/1/07 - 6/30/08	-	3.5%

Salaries for any newly hired administrators who are members of the unit shall be determined by the Board of Education upon appointment. Any such appointees will, however, receive any increase for subsequent remaining years of the agreement in accordance with the terms of the agreement.

I. Life Insurance

The District shall contribute up to \$1,600.00 per year towards life insurance premiums for ~~each administrator in each year of this agreement, unless the administrator earlier resigns or is discharged for cause.~~ For purposes of this section, resignation shall not include disability retirement or retirement into the New York State Teachers' Retirement System.

J. In addition to the benefit provided in paragraph III(I), the District shall contribute \$2,000 toward life insurance premiums, a tax shelter annuity, or a combination thereof for each administrator during each year of their employment with the District.

K. Physical Examinations

At least once each two years, or annually if the member chooses, each administrator in the unit will undergo a routine physical examination with a physician of his/her choice and need only notify the Superintendent that the examination has taken place. The cost of the routine physical shall be reimbursed by the district to a maximum of \$100 for each of two examinations or \$200 maximum for one examination during the two year period. Costs of non-routine or follow-up diagnostic studies, tests, treatments, or hospitalizations shall be the responsibility of each administrator and the administrator's insurance carrier.

L. Health Insurance

1. (a) For administrators hired prior to January 20, 2005, the District shall pay eighty-five (85%) percent of the premium cost for individual or family health insurance coverage provided by the Empire Plan.

(b) For administrators hired on/after January 20, 2005, the District shall pay eighty (80%) percent of the premium cost for individual or family health insurance coverage provided by the Empire Plan.

2. (a) For administrators hired prior to January 20, 2005, at such time as an administrator retires from the District and is eligible to receive benefits from the Teachers'

Retirement System, the District shall, for the remainder of the administrator's life, pay one hundred (100%) percent of the premium cost for individual or family health insurance coverage as the administrator shall elect under the Empire Plan or such successor plan as is available to District employees.

(b) For administrators hired on/after January 20, 2005, at such time as an administrator retires from the District and is eligible to receive benefits from the Teachers' Retirement System, the District shall, for the remainder of the administrator's life, pay seventy-five (75%) percent of the premium cost for individual or family health insurance coverage as the administrator shall elect under the Empire Plan or such successor plan as is available to District employees.

~~(c) It is specifically understood that the benefits provided in subsections (a) and (b) above shall survive the expiration of the term of this agreement but shall not be available to the administrator in the event that the administrator is discharged for cause.~~

3. (a) Administrators hired before January 20, 2005, who waive health insurance coverage, shall receive an amount equivalent to ninety (90%) percent of the 2004-2005 premium for such individual or family health insurance coverage as they may be entitled or fifty (50%) percent of the existing premium for such coverage, whichever is greater.

(b) Administrators hired on/after January 20, 2005, who waive health insurance coverage, shall receive an amount equivalent to fifty (50%) percent of the premium for such individual or family health insurance.

4. Administrators shall be eligible to participate in the Cafeteria Plan established by the District pursuant to Section 125 of the Internal Revenue Code.

M. Long Term Disability Insurance

Non-contributory disability insurance is provided for administrators and enables an insured person to receive an income representing 60% of their monthly salary, capped at \$7,000 per month, after the first 365 calendar days of disability.

M. Dental Insurance

Dental insurance is provided for administrators and dependents with the District paying 100% of the premiums for both.

O. Reallocation of Benefit Dollars

Upon approval of the specific items by the Superintendent and Board of Education, an administrator shall have the option of reallocating his/her "benefit dollars", i.e. the dollars paid by the District toward the insurance premiums set forth herein, to better meet health or other

insurance needs or to contribute to his/her §403(b) annuity, provided that in no case the cost of the chosen benefit is greater than the present or anticipated future cost of the administrator's share of the present benefits. In addition, an administrator may at any time prior to retirement elect to reinstate the District benefit provided that such reinstatement is permissible under then existing District coverage.

P. Travel Allowance

The Athletic Director shall receive a travel allowance of \$2,400 per year in each year of this agreement.

ARTICLE IV
ABSENCES AND LEAVES

A. Absences

1. At the beginning of each school year, each administrator will be entitled to 240 days sick leave. At the beginning of each successive year, the exhausted leave of the previous year will be reinstated to a new beginning total of cumulative sick leave of 240 days.

2. It is understood that in certain instances an administrator absent due to personal illness may qualify for Workers' Compensation benefits. It has been and will continue to be the practice for such administrator to assign those benefits for lost wages to the District when the administrator is receiving payment pursuant to this section. It is agreed that upon the assignment of such benefits to the District, the administrator shall be credited with one sick day for the equivalent of each day's gross pay assigned. One half day's gross pay or more shall be the equivalent of one day.

3. Critical Illness or Death in the Immediate Family

Five (5) days absence with pay shall be allowed for each critical illness, or death, in the immediate family. Critical illness means illness which attending physician considers sufficiently serious to require staff member's presence. Immediate family means: husband, wife, children, and any other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law, mother-in-law, brother-in-law and sister-in-law.

4. Personal Business

A total of three (3) days shall be granted for the following emergencies:

(a) Legal

Required attendance at house closings, court appearances, estate matters, adoption proceedings, tax hearings.

(b) Ceremonies

Required attendance at graduation of self or of members of the immediate family as herein above defined in Article IV(A)3; honors and awards ceremonies of administrator, spouse or child; marriages within the immediate family; and religious ceremonies of Baptism, Confirmation, Bar Mitzvah, or of similar import involving members of the immediate family.

(c) Others

College visit with son, daughter or stepchild. Under unusual circumstances, additional days may be granted without pay upon approval of the Superintendent.

(d) One of the three (3) days shall be without reason provided the administrator indicates on his application that the purpose is "urgent and confidential."

5. Jury Duty

Upon receipt of a subpoena for jury duty, the administrator shall notify the Superintendent's office. Administrators who are absent while serving as jurors shall be paid their usual School District compensation. No compensation shall be paid for absences in response to a subpoena that may be answered on non-school days or after the school day.

6. Absences not allowed under a policy statement shall be deducted from salary payments at the rate of 1/240th of current salary of the administrator.

B. Leaves

Administrators shall be granted the following leaves of absence without pay under the following terms and conditions:

1. Military

Leaves of absence for service in the U.S. Armed Services will be granted to all administrators entitled thereto in accordance with the provisions of New York State (Military) Law 243.

When an administrator's selective service classification indicates the possibility of military duty, she or he should consult with the Superintendent's office for assistance and information regarding procedures to be followed. The Superintendent may request postponement of military service for the remainder of the school year.

2. Child Care Leave

Upon ninety (90) days written notice to the Superintendent, child care leave without pay, for the purpose of caring for a child under the age of five years, shall be granted to administrators for a maximum of two years plus the balance of the School Semester in which the leave commences.

An administrator on child care leave shall be required to notify the District, in writing, by March 1st of his/her intention to return to work for the following Fall semester, and by September 1st of his/her intention to return to work for the following Spring semester.

Failure to return to work at the expiration of the child care leave shall be deemed an abandonment of the administrator's position.

3. Medical

Requests for medical leave of absence by administrators may be granted without pay for one academic year by the Board. This leave may be extended at the discretion of the Board. An administrator on medical leave should consult with the Superintendent no later than March 1 preceding the September in which the administrator wishes to return in order that proper assignment provisions can be made for persons holding temporary appointment in the position which has been temporarily vacated. The administrator shall retain all tenure rights upon return from leave.

4. Professional

Requests for professional leaves of absence without pay by administrators may be granted by the Board upon the recommendation of the Superintendent.

The request for the leave shall be in writing and shall detail the expected professional growth to which this leave of absence may contribute. Further, the Superintendent must certify that such leave, if granted, will not seriously disrupt the educational program of the District and that a suitable replacement can be obtained. The administrator shall retain all tenure rights upon return from leave. On March 1st preceding the September of the administrator's expected return to service, the Board shall request from the administrator a statement of his/her intentions to return. The administrator shall reply by April 1st.

5. Personal

Requests for personal leaves of absence without pay by an administrator may be granted by the Board of Education upon recommendation of the Superintendent. Requests for such leave must be made in writing on or before April 1st of the school year prior to the school year the leave is to take effect.

6. Public

The Board shall grant a leave of absence for one year without pay to an administrator who has completed five successful years in the District for the purpose of temporary employment in public service, or in activities of special significance which will result in professional growth. Such administrator shall be entitled to return to a position in the District comparable to the one he, or she, held prior to going on leave.


7. Peace Corps, VISTA, Teachers Corps

A leave of absence of up to two years, or the minimum period of required service, whichever shall be greater, shall be granted by the Board without pay, to any administrator who has successfully taught for five (5) consecutive years in the District for the purposes of joining the Peace Corps, VISTA, Teachers Corps, or who serves as an overseas teacher on a full-time basis. Such administrator shall be entitled to return to a position in the District comparable to the ~~one held prior to going on leave. The administrator shall be placed on the salary schedule, given~~ full credit for the period of service in the aforementioned Peace Corps, VISTA, or Teachers Corps.


8. Political Office

The Board shall grant a leave of absence without pay to any administrator to campaign for, or serve, in any public office for one term of said office. Such administrator shall be entitled to a position in the District comparable to the one he, or she, held prior to going on leave.

IN WITNESS WHEREFOR, the parties have hereunto set their hands this _____ day of _____, 2005.



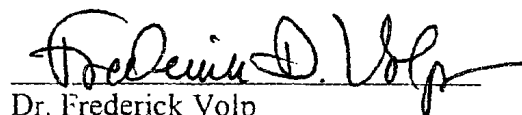
President, Association of Cold Spring Harbor Administrators



President, Board of Education

Date:

Date:



Dr. Frederick Volp
Superintendent of Schools

Date: