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**Contract Database Metadata Elements**

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# AGREEMENT

BETWEEN

ARDSLEY UNION FREE  
SCHOOL DISTRICT

AND

ARDSLEY  
ADMINISTRATORS  
ASSOCIATION

July 1, 2002 - June 30, 2007

**RECEIVED**

JAN 19 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

13



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## ARTICLE I - PREAMBLE

This Agreement is effective the first day of July 1, 2002, by and between the Superintendent of Schools of the Ardsley Union Free School District, Westchester County, New York, hereinafter called the "District" and the Ardsley Administrators' Association, hereinafter called 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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE II - RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for the professional administrative and professional supervisory personnel employed by the District for the following specific positions: Principals, Assistant Principals, Director of Pupil Personnel Services, Director of Curriculum.

## ARTICLE III - ADMINISTRATIVE RECOGNITION AND RESPONSIBILITY

1. The District recognizes each Principal as the chief educational leader in the school building, responsible in the school for matters pertaining to the organization and administration of the building and the program, for matters pertaining to the direction of personnel and for matters pertaining to school management, all in accordance with published District policies, administrative policies, the standards and goals for the schools and the School District as directed by and in cooperation with the Chief School Officer or his or her designee.
2. The philosophy and responsibilities identified in the above apply equally to individuals who serve as other Administrators or Supervisors. This applicability is relative to the nature of the position and the degree of responsibility attached to it.
3. The District and the Administrators jointly recognize that administrative rights and responsibilities have important and sometimes unique features:
  - a) Individual administrative positions have both similarities and differences when compared with each other;
  - b) Normal administrative duties include many varying responsibilities calling for individual judgment and decision-making ability. There usually is no one best way to perform;
  - c) Administrative duties may include responsibilities at reasonable times before or after the normal working day, such as evening events which are basic requirements of the

position without extra salary, or compensatory time. Such duties are those which can be expected to recur in the position inherently. Examples of such activities are making trips in the evening from outside the School District to attend occasional public functions, PTA meetings, School Board and Committee meetings as a duty that has been traditional in the past.

- d) If an administrator is asked by the Superintendent to perform unusual administrative duties which are not typical or an expected normal responsibility of the position, the administrator shall receive appropriate compensatory time, which may be used at the discretion of the administrator subject to the approval of the Superintendent, which approval shall not be unreasonably withheld, within the time period ending June 30<sup>th</sup> of the school year after the compensatory time was accrued.

Expenses may be submitted for making extra trips in the evening or when school is not in session to attend Board meetings or other related functions. Payment not to exceed \$20 per evening or session may be requested on an "as entitled" basis as reimbursement for meal and/or mileage expenses.

- e) Any salary for duties performed beyond the normal employment period must have the recommendation of the Superintendent of Schools and approval of the Board of Education; and
- f) Administrative responsibilities should be delegated to and exercised by those at the most appropriate level.

#### **ARTICLE IV - EVALUATION AND ACCOUNTABILITY**

The effective and efficient evaluation of a professional staff is the responsibility of a Building Principal. There may be other circumstances where this is applicable to other Administrators. Therefore, it is incumbent upon Building Principals and other Administrators to abide by and implement completely both the general and specific guidelines established under by Board policy and other documents.

#### **ARTICLE V - BOARD-STAFF NEGOTIATIONS**

The members of this Association may be called upon to serve as resource personnel to the Board of Education to advise on those items concerning Board-Staff negotiations that can affect and influence the administrative and educational operation of the schools.

#### **ARTICLE VI - PROFESSIONAL CONFERENCES**

The District subscribes to the concept that continued professional development is important for the Administrators of the school system, including the attendance of members at professional conferences. All such attendance shall be in accord and conform to the provisions made within the annual school budget for such attendance, and to existing policy guidelines. It is further

understood that attendance at such conferences shall be approved in advance by the Superintendent of Schools.

## ARTICLE VII - SABBATICAL LEAVE AND COLLEGE COURSE REIMBURSEMENT

### 1. Sabbatical Leave

- a. Sabbatical leave may be granted at the sole discretion of the Board of Education for purposes of either study toward a degree past the master's or study and related travel of direct value to the Administrator's duty assignment. Administrators who have been employed for seven (7) years may be eligible for sabbatical leave. During said sabbatical leave, the Administrator shall be considered in the employ of the District;
- b. Sabbatical leave may be granted for one (1) semester or one (1) year at three-fourths (3/4) of regular salary. The length of leave is to be clearly specified in the application;
- c. A summer sabbatical may be granted at one-eighth (1/8) of each year's annual salary over a period of four (4) out of five (5) consecutive summers. The annual salary shall be the salary as of July 1 of each year. It is understood that the Board reserves the privilege of granting said summer sabbaticals only where unusual circumstances exist. Such unusual circumstances may include, but not be limited to, hardship for Administrator or District, and very special benefit to the District;
- d. Applicants for sabbatical leave must file their application with the Superintendent no later than January 10 and the Superintendent will notify applicants in writing of the action taken no later than March 1. Applicants rejected by the Superintendent will be notified in writing of the reasons for such action;
- e. An Administrator, upon return from a sabbatical, shall be restored to his or her former position or to a similar position within his or her area of certification, and shall receive the same salary s/he would have received had s/he worked in the District during the sabbatical leave. Immediately upon his or her return from sabbatical leave, an Administrator shall serve in the District for at least one (1) school year;
- f. An Administrator on sabbatical leave shall not be on the payroll of any other institution or business. However, s/he may accept a fellowship, scholarship, NDEA or NSF grant from the institution where s/he is enrolled;
- g. A maximum of one (1) of the full-time Administrators may be granted sabbatical leave each year;
- h. The Board will consider but not be limited to the following guidelines in determining the granting of sabbatical leaves:



1. number of years of service in the system;
2. number of years the system may be able to profit from future service;
3. number of years in the system without having had a sabbatical leave;
4. the Administrator's attendance record;
5. the Administrator's basic proposal for graduate study;
6. the Administrator's interest and participation as a leader or advisor in school and community activities;
7. special consideration will be given where the administrator has performed unusual and meritorious service over a period of years, and
8. demonstrated high professional standards in dealing with pupils, staff and system.

2. **Course Reimbursement Benefit**

The District shall reimburse each unit member up to a maximum of \$2,000 per year for courses taken relating to the unit member's current responsibilities as approved by the Superintendent or his/her designee. Receipts for tuition and transcripts of successful completion (B or better) must be submitted prior to payment. The unit member will return this payment if s/he leaves within two years of course completion.

**ARTICLE VIII - APPLICATION OF THE DISTRICT POLICY MANUAL TO ADMINISTRATORS**

The District policy manual will apply to every Administrator except for terminal leaves, sick leaves and any other specific items in this Agreement which vary from the District policy manual and which thereby supersede the District policy manual.

**ARTICLE IX - FRINGE BENEFITS**

1. **Health and Medical Insurance**

The District will provide the following contributions for health and medical insurance for the health insurance plan in effect for employees. The same dollar amounts will apply to those administrators who elect coverage in an approved HMO.

- a) The District will pay \$500 less than 100% of the premium for individual or family health and medical insurance through the insurance plan in effect for the teachers' bargaining unit. Each administrator will pay \$500 annually toward the cost of health insurance.
- b) The District will apply all of an administrator's accumulated sick leave at retirement toward the basic health insurance plan, including both the individual and dependent coverage, provided that such employees are eligible to continue coverage under the insurance plan after retirement. Individual health insurance coverage shall continue for the surviving spouse of a retired employee who has died until the dollar value of

the retired employee's accrued sick leave has been exhausted. Those retirees without accumulated sick leave will receive whatever proportion of insurance premium is required to be paid by the District under the plan in effect.

- c) An administrator who is also covered by a health insurance policy other than the plan set forth in this Article may voluntarily elect to reduce medical insurance coverage for a full year by completing an appropriate form furnished by the District. Any administrator changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, 40% of the premium savings, less the cost of retirement, social security, and other applicable fringes. Administrators electing to reduce their coverage must do so by February 1<sup>st</sup> with the provisions of this section taking effect on July 1<sup>st</sup>. Payment of the administrator's share shall begin with the first half payment on October 15<sup>th</sup> and the second payment on April 15<sup>th</sup>. Full coverage may be reinstated by notifying the District in writing no later than March 31<sup>st</sup>. Reinstatement shall take place on July 1<sup>st</sup>. The District shall waive the March 31<sup>st</sup> notification if the administrator's status changes drastically so as to cause severe hardship as a result of the administrator's election to reduce coverage and if the insurance plan will allow earlier reinstatement. Such circumstances are limited to death of a spouse, loss of a spouse's employment, or loss of spouse's insurance coverage. A new administrator who declines coverage is also eligible for payment under this provision.

## 2. Reimbursement of Dental Costs

The District will reimburse dental costs which are not reimbursable through other avenues, including but not limited to other insurances, for each administrator, for the spouse, and for each unmarried child under age 19 and unmarried dependent children between 19 and 25 years of age who are enrolled on a full-time basis in an accredited institution of higher education, up to an annual maximum of \$1,400 in the 2002-03 school year, \$1,500 in the 2003-04 school year, \$1,600 in the 2004-05 school year, \$1,700 in the 2005-06 school year, and \$1,800 in the 2006-07 school year. The dental care must be performed by a qualified dentist. An appropriate statement of charges must be submitted for reimbursement as well as evidence that all other avenues of reimbursement have been exhausted. Each administrator shall have the option of selecting a dental insurance policy to a maximum value of two-thirds of the annual reimbursement rate. Upon proof of payment for same, reimbursement for the cost of that insurance will be paid to the administrator.

## 3. Life Insurance

The District will pay the full cost of group term life insurance for each administrator, in the amount of \$100,000 face value of life insurance coverage. If an administrator cannot get more than \$50,000 face value through the group, then the District will pay up to \$500 per year for such administrator to an insurance carrier to permit the administrator to have an additional \$50,000 face value of life insurance coverage under a plan other than the group term life insurance plan.

4. Disability Income Insurance

The District will pay the full cost of group disability income insurance for each administrator. This coverage is to be long term to age sixty-five (65) with a ninety (90) day waiting period and limits of two thousand dollars (\$2,000) per month or sixty (60) percent of contractual salary, whichever is lower

5. Physical Examination

The District will, to the extent such expense is not otherwise reimbursable, reimburse for a required comprehensive physical examination of each administrator every other year with a maximum cost of three hundred dollars (\$300). A report to the Superintendent of Schools by each administrator is required promptly after the examination is completed, stating the date of the examination and the name and address of the medical doctor. In addition the doctor will submit a report to the Superintendent which indicates the doctor's medical opinion as to the physical condition of the administrator as it relates to the administrator's fitness to perform his duties. The examination is to be completed at any time desired by the administrator during the two school years. The examination may include such items as vision and stress tests. Reimbursement is limited to diagnosis and routine examinations. Costs of treatment may not be paid by the District. The examinations must be performed by a qualified doctor. An appropriate statement of charges and proof of payment must be submitted for reimbursement as well as evidence that all other avenues of reimbursement have been exhausted.

6. Professional Dues

The District will reimburse each administrator up to \$250 in each school year toward the cost of dues in professional organizations. These funds may not be used for the payment of union dues. Reimbursement for dues of professional organizations will be made upon submission of dues statements.

7. Optical Benefits

The District will reimburse all optical or other insurance expenses for each administrator, his/her spouse, for each unmarried child under age 19 and unmarried dependent children between 19 and 25 years of age who are enrolled on a full-time basis in an accredited institution of higher education to a maximum of \$400 annually per administrator for any costs not otherwise reimbursable. A receipted statement of charges must be submitted for reimbursement together with evidence that all other avenues of reimbursement have been exhausted.

8. Other Benefits

Fringe benefits not specified in this contract but enjoyed by administrators during the time of the last previous contract will continue in effect. Changes in fringe benefits for other employee groups will not transfer to administrators unless jointly agreed upon

ARTICLE X - PERSONNEL FILE

Any negative document placed in an administrator's personnel file must be shared with the administrator for signature. An administrator shall have the right to respond in writing to the contents of any such document.

ARTICLE XI - SALARY DETERMINATION

1. For the 2002-03, 2003-04, 2004-05, 2005-06 and 2006-07 school years, each unit member shall receive a 3.25% increase annually unless the administrator's performance is evaluated as unsatisfactory by the Superintendent in accordance with the procedure set forth herein below, in which event such administrator would receive no salary increase.
2. For 2002-03, 2003-04, 2004-05, 2005-06 and 2006-07, each unit member evaluated by the Superintendent shall be eligible for additional salary increases as provided hereafter:
  - a) an additional .75% for "superior" performance, or,
  - b) an additional 1.5% for "outstanding" performance,

as the case may be, per the evaluation of the Superintendent in his sole discretion.

3. Each Administrator shall be evaluated annually in writing by the Superintendent. Except for blatant incidents or unusual circumstance of which the Superintendent could not reasonably be expected to be aware, any administrator whose performance runs the risk of having rated unsatisfactory, shall by January 1 of the evaluation year receive written notice of: (1) areas of concern, (2) recommendations for improvement, and (3) criteria for attainment. Subsequent performance and progress towards attainment of the recommendations will be reviewed with the Superintendent prior to May 1 of the current school year.
4. A \$1,000 premium will be added for administrators with five to nine years of administrative experience in the District after their salary is determined, \$1,500 for administrators with ten to fourteen years of experience in the District and \$2,000 for administrators with more than fifteen years of administrative experience in the District.
5. The Board of Education shall review salaries annually of the various District administrators covered by this contract as well as salaries for similar positions in comparable districts to determine, in its sole discretion, whether an increase in the base salary for a specific

individual administrator is appropriate. Any such increase will be effective in the following school year and will be made part of the individual administrator's base salary.

6. A longevity salary benefit shall be provided to unit members who are entitled in Section XI.4 to a premium payment so long as they give the District at least six months' notice prior to their resignation or retirement. The longevity payments in this clause shall equal the premium payment in XI.4 and shall be multiplied times the number of years of administrative service in the District. Upon receipt of six months' or more notice of resignation or retirement, the District shall provide the administrator with the longevity payment as described above in equal parts over the number of months that the unit member remains in the District's employ. Monies not yet earned for anticipated years of service shall be paid in the last salary check.

#### ARTICLE XII - CURRICULUM LEADER RESPONSIBILITY

If the position of Curriculum Leader, as established by Board policy, is unable to be filled by a member of the Ardsley Congress of Teachers unit, and the Superintendent assigns the responsibilities in their entirety to a building administrator, such administrator shall be compensated at the rate of \$2,000 per school year, or a pro rata thereof if for less than the school year. Such assignments will be made on an as-needed, year-to-year basis.

#### ARTICLE XIII - SMOKE FREE DISTRICT

The District has the right to declare all buildings and property of the District smoke free and to enforce such status. This provision shall not become effective for unit members until it becomes effective for all District employees.

#### ARTICLE XIV - LEAVES

All provisions of the District policy manual relating to leaves for all employees will apply to Administrators with these modifications:

1. Sick Leave
  - a) One and one-half (1 1/2) days per month of contract, cumulative without maximum.
  - b) During the first three (3) years of service to the District, up to fifty (50) additional days of non-cumulative sick leave, as needed, which expires at the close of the (3) years.
  - c) All approved sick leave absences shall be deducted from the cumulative sick leave allowance.

- d) If an administrator is present for one-half (1/2) of the length of the day, s/he will only lose one-half (1/2) day's allowance. If an administrator is absent as a result of sick leave or personal leave on a day when there is a late opening or early closing, the administrator will be charged with a full day of leave.
- e) If an administrator is absent in excess of five (5) consecutive working days, the District may require medical verification (at the employee's expense) as to the reasons for the absence and the ability of the administrator to perform regular duties upon his or her return to work. Individuals who have a pattern of absence for personal illness significantly exceeding the average staff member may be required to submit medical verification as above. For absences of three or more months, the District may order an examination by a school-appointed doctor to verify the reasons for absence and the prognosis for the administrator's return to work. After any absence of five (5) consecutive months, additional sick leave accumulation shall not be credited for the time absent beyond the five (5) month period.
- f) Administrators shall have unlimited accumulation of unused sick leave days. An administrator who is on leave without pay for a portion of the school year is only entitled to accumulate a pro rata amount of sick leave based on the months s/he is actually on payroll, i.e., on payroll six (6) months - entitled to nine (9) days.

2. Bereavement Leave

Five (5) days per year, non-cumulative, shall be allowed for death in the immediate family (spouse, children, parents, parents-in-law, sisters and brothers).

3. Personal Leave

- a. Each administrator shall be allowed up to five (5) days to be used for personal business. Such leaves may be used for the following reasons provided they cannot be fulfilled on any day other than a work day or during non-work hours:
  - 1. Religious obligations
  - 2. Family illness/business
  - 3. Legal business
  - 4. Death of family member or friend
  - 5. House closing
  - 6. Professional responsibilities
  - 7. Or other reasons approved in advance by the Superintendent or his designee.
- b. All leaves must be approved at least three (3) days in advance by the Superintendent or his designee except in an emergency circumstance which must be explained. Such personal leave shall not unreasonably be denied. Two (2) of the five (5) personal days

may be used without stating a reason provided that the use of those days is consistent with the intent of the personal leave provision.

- c. No unexplained personal leave may be taken on the day before or after a holiday period or on the first or last day of the school year, except in an emergency.
- d. All unused personal leave days will be added to the administrator's accumulated sick leave.
- e. Family illness leave, for parents, spouse or children who are hospitalized, will be granted after personal leave is exhausted to a maximum five (5) days, deducted from accumulated sick leave.

4. Leave for Court or Government Agency Appearance

An administrator will be approved to appear before a court or government agency if the District is involved and the administrator is a party or witness to the action. Those days shall not be deducted from accumulated leave days. In all other cases where an administrator is to appear as a witness or is personally involved, days will be deducted from available personal leave.

5. Leave for Jury Duty

Upon receipt of a jury subpoena, an employee must notify the Superintendent within five (5) working days. Failure to do this releases the School Board from compensating the administrator during the administrator's leave. If a release from the jury subpoena is not obtained, then all compensation for jury duty, exclusive of mileage charges, and other expenses which should be paid in a separate check, shall be endorsed over to the Treasurer, Ardsley Union Free School District, in consideration of the person receiving full administrator compensation benefits.

## ARTICLE XV - WORK YEAR AND VACATIONS

The work year for members of the bargaining unit shall be twelve months excluding school holidays, July 4, Labor Day and vacation days. Each administrator shall be granted 20 vacation days per year. Times for vacation days shall be mutually agreed upon with the exception that vacation time must be taken between and including the second week of July through the third week of August. Under ordinary circumstances, all vacation days will be used in the year earned. With the approval of the Superintendent of Schools, and in his sole discretion, up to 5 days per year may be carried over into the next school year. This is inclusive of days that may come up from time to time during the school year where the administrator is required to work on what would normally be a holiday, weekend period or previously approved vacation day. Up to 20 such days may be accumulated during the administrator's employment at any point in time.

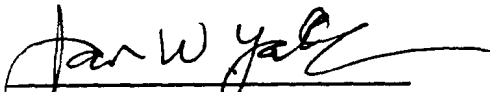
Each administrator must submit a calendar of vacation dates by May 1<sup>st</sup> preceding the next school year. It must indicate the use of all earned vacation time with specific mention of any carryover days that are intended to be continued for carryover. Requests for payment of up to 5 carryover days, at the rate of \$300.00 per day, must be made by September 1<sup>st</sup> of a given school year with payment on the July 1<sup>st</sup> of the following school year.

ARTICLE XVI - DURATION OF THIS AGREEMENT

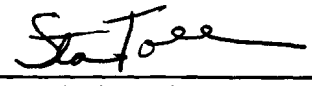
This agreement shall be effective as of July 1, 2002, and shall continue in effect through June 30, 2007. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Dated this 11 day of October 2002.

Ardsley Administrators' Association

  
\_\_\_\_\_  
Jan W. Yablow, President

Ardsley Union Free School District

  
\_\_\_\_\_  
Stanley Toll, Superintendent

10/1/2002



