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AGREEMENT

between the

HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN

and the

HARBORFIELDS BUILDING ADMINISTRATORS ASSOCIATION

*******

July 1, 2013 through June 30, 2016
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AGREEMENT made and entered into this 4th day of April, 2013, by and between the HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN (hereinafter referred to as the "District"), Greenlawn, New York, and the HARBORFIELDS BUILDING ADMINISTRATORS ASSOCIATION - (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The District recognizes the Association as the sole and exclusive representative of all administrators for negotiating terms and conditions of employment. The term "administrators" shall mean all Building Principals, Assistant Building Principals, Assistant Director of Pupil Personnel Services and Directors.

A. Pursuant to the requirement of Section 207(3) (b) of the Public Employees' Fair Employment Act, the Harborfields Building Administrators Association and its members affirm that they do not assert the right to strike against any government, to assist or participate in any strike, slow-down, work stoppage or any concerted refusal to perform normal work duties, or to impose an obligation to conduct, assist or participate in such a strike.

B. Job Security

The parties agree that all fourteen (14) full-time administrative bargaining unit positions currently maintained by the District and identified herein as "administrators" will remain in place for the 2013-2014 school year.

These positions are as follows:

High School Principal
Middle School Principal
Elementary School Principal (2)
Director of Physical Education, Health & Athletics
Director of Music & Art
Director of Guidance
Director of Pupil Personnel Services
Assistant Director of Pupil Personnel Services
This provision (subparagraph B) shall sunset and become null and void for all purposes effective June 30, 2014.

ARTICLE II - DURATION

This contract shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2016.

ARTICLE III - WORKING CONDITIONS

A. A copy of an administrator's job description shall be supplied to him/her upon request.

B. Administrator's Personnel File

No material critical of an administrator shall be placed in his/her file unless he/she is first advised of the same and given an opportunity to read and review the material. The administrator shall acknowledge that he/she has read the material by affixing his/her signature to the file copy. The signature shall only indicate that he/she has read the material to be filed and not indicate that he/she agrees or disagrees to its contents or consents to its being in his/her file. The administrator shall have the right to respond, in writing, within ten (10) school days to any material filed and his/her response shall be attached to and become a part of the file copy.

C. Complaints to Board of Education or Superintendent

It is the policy of the Board of Education to respect and safeguard the professional reputation of its administrators. Specific written complaints directed at individuals will be called to the attention of the unit member wherever appropriate.
ARTICLE IV - WORK YEAR/ VACATIONS

A. All administrators are employed for twelve (12) months commencing July 1 and continuing through June 30 of each year. The calendar between opening and closing day of school shall be the same as teachers. If an administrator is directed to work beyond the scheduled work year, he/she shall receive payment for each such day at a rate of one two hundred twentieth (1/220th) of annual base salary.

B. Administrators shall be entitled to twenty (20) days paid vacation per year. Vacations are to be taken between July 1 and August 31, subject to advance approval of the immediate supervisor and the Superintendent of Schools.

ARTICLE V - GRIEVANCES

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an administrator or group of administrators as directly related to the interpretation, meaning or application of any of the provisions of this Agreement.

2. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. Each party in interest to a grievance shall have the right of access to all written statements and records pertaining to such case.

3. The "date of the grievance" is that date on which the event or condition constituting the grievance occurred, or that date upon which the grievant knew or reasonably should have known of the event or condition, whichever is later.
B. Initiation and Processing of Formal Grievances

1. Level One

A unit member having a grievance shall immediately discuss it with his/her immediate supervisor with the objective of resolving the matter informally. If the grievance is not satisfactorily resolved, the unit member shall, within ten (10) school days of the date of the alleged grievance, submit a written statement of the grievance to the immediate supervisor. The immediate supervisor shall, within ten (10) school days of said written submission, submit a written response to the grievant.

2. Level Two

In the event that the grievant is not satisfied with the immediate supervisor's written statement of his/her decision, he/she shall within ten (10) school days of its submission, submit the written statement of the grievance to the Superintendent of Schools along with the reason for his/her disagreement. Within ten (10) school days after receipt of said grievant's written statement, the Superintendent of Schools or his/her designee may meet with the grievant in an attempt to adjust the grievance in a mutually satisfactory manner. The Superintendent of Schools shall, within fifteen (15) school days of receipt of the statement of grievance, submit a written statement of his decision to the grievant, with a copy of same forwarded to the President of the Association.

3. Level Three

In the event the Association is not satisfied with the Superintendent of Schools' written statement of his/her decision, it shall, within twenty (20) calendar days submit the matter to advisory arbitration by serving a formal notice with the Superintendent of Schools. The
Superintendent and the Association (or their respective designees) shall attempt to agree upon an arbitrator, but if they fail to so agree within ten (10) calendar days, the Association shall file a demand for advisory arbitration with the American Arbitration Association which shall designate an arbitrator in accordance with its Rules. The arbitrator designated shall set a hearing date and shall render his/her advisory award within thirty (30) calendar days of the close of the hearing.

C. Miscellaneous

1. No reprisals of any kind shall be taken by any person against any participant in the grievance procedure, whether a party in interest or otherwise, by reason of such participation.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. The grievant may be present at his option at any stage of the proceedings and shall be present at any stage of the proceedings at which his presence is requested by the Association, a party in interest, or the Superintendent.

4. A grievance shall not be processed during school hours except that in the case of unusual circumstances the Superintendent may waive this provision by written notification to the grievant with a copy to the President of the Association.

D. Rights of the District

The District shall have the right to utilize all provisions of this Article.

ARTICLE VI - INSURANCE BENEFITS

A. Health/Dental Insurance

1. The District shall provide unit members with the same policy of health insurance, major medical/optical and dental insurance coverage provided to members of the
Teachers' unit subject to the rules and regulations of the insurance carriers involved. Unit members shall contribute twenty (20%) percent of the premium rate for individual coverage and twenty (20%) percent of the premium rate for family coverage under the District's health care plan. The District shall contribute the same amount toward dental insurance coverage as it does for teachers and the administrator shall pay the balance of the premium.

2. The District shall have the right to select an alternate carrier providing comparable insurance coverage. In such event the District shall notify the Association President and upon his/her request the District will discuss this with them.

B. Life Insurance

The District will provide administrators with a fully paid term life insurance policy in the sum of One Hundred Thousand ($100,000.00) Dollars. In addition, subject to the rules and regulations of the carrier, each administrator may purchase an additional One Hundred Thousand ($100,000.00) Dollar unit of term life insurance as well as dependent group life through payroll deduction.

C. Health Insurance (Retirees)

For the duration of this Agreement, the District shall pay health insurance premiums for eligible retirees and their eligible dependents under this contract at the same rate it pays for current employees.

D. Cafeteria Plan

The District's Cafeteria Plan shall be made available to the bargaining unit. The Association expressly waives the right to bargain over the rules, finances, governance, offerings or any other aspects of or changes to the Plan, or effects thereof.
The District shall provide for a $1,000 "buyout" for voluntary waivers from health insurance on the same terms and conditions as it offers to other bargaining units.

Pursuant to the rules of the District's health insurance provider, administrators who are eligible for NYSHIP coverage pursuant to the plan of another, shall not be eligible for the benefits of the above paragraph.

The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP").

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum.

In the event the rule is ultimately declared to be in violation of rights of employees pursuant to the Agreement, employees who elected not to participate in the district's health insurance plan (other than through the plan of a spouse) shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB. In the event the rule set forth in the NYSHIP Memorandum Number 122r3 is ultimately upheld, this paragraph shall be deemed amended so as to be consistent with said rule.
E. Physical Examination Requirements

For the protection of the individual administrator, the Union, the students and community in the operation of these regulations and in accordance with the recommendations of the State Department of Education:

1. At the time of initial employment and at such other times as the District may require, the employee shall receive a complete physical examination by a school district-designated physician (including X-rays) and submit the results of such examination to the Superintendent of Schools on a form provided by the District.

2. Notwithstanding the above, the Superintendent or his designee may require an examination of an employee by a school physician or an independent physician at District expense, at any time.

ARTICLE VII- SICK LEAVE, LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. Effective July 1 of each year, each administrator shall be credited with thirteen (13) days "Sick Leave" with full pay. If an administrator was absent for more than half the year, the number of sick days to be credited to that administrator for the following year shall be prorated based upon attendance the preceding year. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment to a maximum of three hundred seventy-five (375) days. Any sick leave accumulated through June 30th of the previous year is to be included. A doctor's certificate may be required after three (3) consecutive days of absence, at the discretion of the Superintendent.

2. Absences for each day in excess of approved leave may be, at the discretion of the District, subject to a salary deduction equal to 1/220th of annual base salary.
B. **Extended Leave**

Unit members shall be entitled to extended illness benefits as follows:

1. This provision covers only continuous days of absences due to an illness or injury.

2. The Board reserves the right to require a doctor's certification from the unit member's physician as to the nature of the illness, the reasons for the necessary absence and a prognosis for future services. The unit member will provide all existing relevant medical documentation, medical test results and any other materials supporting his/her medical condition and prognosis. The Board also reserves the right to require a unit member to submit to a complete medical examination by a doctor of its choice at its expense. The determination of the physician chosen by the Board as to whether the employee suffers from an "extended illness or injury" shall be final and binding on the Board and the unit member.

3. When an extended illness occurs, the unit member shall initially be compensated for only that number of consecutive days of absence equaling accumulated sick leave.

4. After exhaustion of accumulated sick leave during an extended illness, the unit member shall be further compensated for up to sixty-five (65) additional days, or up to .8 times the number of accumulated sick days immediately prior to the onset of the serious illness, whichever is greater.

5. In no event shall a unit member be entitled to any sick leave accumulation (13 days) for an academic year in which the unit member has not actually rendered service; nor
shall any such sick leave accumulation (13 days) be included in any formulation under this Article.

6. The term "extended illness or injury" shall include only those conditions which cause the administrator to be disabled and unable to substantially perform the essential duties regularly performed as an administrative employee of the District.

7. Unit members who have exercised their right to compensation for sick leave under Article XI of this agreement shall have their accumulated sick days reduced by the number equal to the number of sick days surrendered for compensation for which the unit member has received compensation.

C. **Workers' Compensation**

An administrator sustaining physical injuries, which are not the result of his/her own negligence, within the scope of his/her employment shall not have the recovery period deducted from accumulated sick leave nor lose any salary during such period; provided, however, that such period shall not exceed ten (10) school days or the waiting period for Workers' Compensation (if applicable) whichever shall be less.

D. **Personal Days**

1. A maximum of three (3) working days per year, noncumulative, without salary deductions may be granted upon specific application delineating the personal reasons necessitating the leave. Such written requests shall be submitted five (5) school days in advance of the intended absence except in cases of emergency, when advance notice cannot be given.

2. Personal days of absence are defined as days of absence of a personal nature to meet obligations which cannot be met at times other than during the school day. Extension of holidays or vacation does not constitute "personal reasons." The Superintendent
shall have the discretion to approve personal leave on days contiguous to school holidays or
vacations.

3. In the event of a death in the immediate family, unit members may charge
to their sick leave accumulation a total of five (5) days in any one school year. Immediate family
shall be defined as spouse, children, sibling, parents or parents-in-law.

4. All unused personal leave shall be transferred to the administrator's
accumulated sick leave account delineated in Section A above, as of June 30 of each year;
provided however, that no more than a total of fifteen (15) days sick leave and personal leave
may be accumulated each year.

5. An Armed Forces Reservist or National Guardsman involuntarily called to
temporary active duty or an administrator called to jury duty shall suffer no loss of pay;
provided, however, that any fees or other remuneration received are paid to the District, less
allowance for subsistence.

E. Compensatory Day

Unit members may utilize earned compensatory time in exchange for working at the
Teach Long Island Recruitment Fair. In the event that said Recruitment Fair is no longer held,
this provision shall be of no force or effect.

F. Temporary Leaves of Absence Without Pay

Any tenured administrator may make a written request for a leave of absence without pay
for a period of time generally not to exceed one year. Such leaves may be granted when there are
special personal situations which fully involve the administrator, but are not permanent in nature,
or where special conditions or opportunities require specific time arrangements by the
administrator. All applications and requests for extension are subject to the approval of the
Superintendent and the Board of Education. All requests for a leave of absence shall be submitted not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration date of any approved leave of absence shall be fixed by the Board of Education.

Any individual on leave will be responsible for the full payment of premiums or other obligations for fringe benefits to which he/she is entitled. The individual is not entitled to retirement credit, nor eligibility for coverage under the District's insurance benefit programs except for health insurance, which may be continued at full cost to the administrator. The provisions of "Leaves of Absence With Pay" do not apply to any staff member while on leave of absence without pay. Not later than ninety (90) days prior to the expiration date of a leave of absence, the administrator shall submit a letter to the Superintendent's Office indicating his/her intention to return or announcing his/her resignation as an administrator. The same ninety (90) days notice provision shall also apply to requests for extension of a leave of absence.

G. Jury Duty

1. Employees covered by this Agreement who are summoned for Petit Jury Duty shall receive their regular pay to a maximum of two (2) weeks.

2. Employees covered by this Agreement who are summoned for Grand Jury Duty shall receive their regular pay to a maximum of three (3) weeks.

3. An employee receiving jury pay must transmit all jury pay (excluding mileage allowance) from any and all other sources to the District.

4. Members must request a postponement of jury service to nonschool time (on-call jury service) to be eligible for jury duty pay.
5. Employees shall notify the District on the first workday following their receipt of a notice to serve on jury duty.

ARTICLE VIII - INFANT CARE LEAVE

An employee will be eligible for an unpaid leave of absence for child care subject to the following terms and conditions:

A. A written request for a child care leave must be submitted to the Superintendent of Schools as soon as possible, but no later than ninety (90) days prior to the commencement of the leave. The leave shall commence either on September 1 or February 1 of the academic year, or at any appropriate time in the academic year acceptable to the Superintendent. The notice and/or starting time may be waived by the Superintendent of Schools. The leave will extend for the duration of the school year for which the application is made, a semester or at any appropriate time of the academic year with the consent of the Superintendent. All leaves shall terminate on the following September 1st.

B. The leave may be extended for up to one additional academic year provided a request for such extension is received in writing no later than ninety (90) days prior to the end of the leave. Such extended leave shall also terminate on September 1st. The maximum period for an infant care leave will be twenty-four (24) months. If an employee desires to return from infant care leave in less than twenty-four (24) months, he/she may make such request in writing to the Superintendent of Schools, provided such request is submitted no later than one hundred twenty (120) days before the requested date of return. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools. The employee on leave for a full year or more will give the District one hundred twenty (120) days' written notice of intent to return. An employee on leave for less than a full
year will give the District sixty (60) days' written notice of intent to return. In the event written notice of intent to return is not received, the District shall notify the employee that unless written notice is received within ten (10) days, the employee will be deemed to have abandoned the position.

C. Any employee on infant care leave will accrue no benefits or entitlements during his or her absence. Such employee will be responsible for the full payment of premiums or other obligations for fringe benefits to which the employee is entitled. The employee is not entitled to retirement credit nor is the employee eligible for coverage under the District's insurance benefit program, except for health insurance which may be continued during his/her absence by the employee paying the full premiums.

ARTICLE IX-ADMINISTRATIVE SALARIES

A. For 2013/14, there shall be no increase in the salaries of bargaining unit members. Each unit member shall receive the same salary, including longevity, as he/she received in 2012/13. An administrator who becomes eligible for a longevity step in the 2013/14 school year shall not receive said longevity step until the 2014/15 school year. For 2014/15, each unit member’s 2012/13 salary shall be improved by 1.95%. For 2015/16, each unit member’s 2014/15 salary shall be improved by 1.95%.

B. Bargaining unit members shall be eligible to receive longevity increases of One Thousand ($1,000.00) Dollars after five (5) years of service in the District, and an additional One Thousand ($1,000.00) Dollars after ten (10) years of service in the District, on the recommendation of the Superintendent and approval of the Board of Education. Notwithstanding any practice that may have existed to the contrary, the longevity increases
referred to in this paragraph shall not be added to base pay so as to be improved by any percentage increases to annual salary referred to in Paragraph A hereof.

C. Concurrent with an offer of employment, administrator candidates will receive a copy of current salaries of members of the bargaining unit.

**ARTICLE X - PAYMENT FOR UNUSED SICK LEAVE**

During the term of this 2013-2016 Agreement, unit members will be eligible to receive benefits upon retirement in accordance with requirements set forth below. Benefit entitlements will be paid within thirty (30) days following the effective date of retirement. Any payment for credited days of sick leave will be equal to 1/220th of the employee's annual base salary for the last year of employment.

An administrator who elects to retire during the term of this 2013-2016 Agreement, shall, upon retirement within the New York State Retirement System, be eligible for the following benefit:

Payment for accumulated sick leave will be determined by granting one (1) day's credit for each four (4) days of accumulated sick leave, up to a maximum of one hundred sixty-three (163) credited days.

Eligibility requirements for this plan include the following:

1. An administrator must retire at the conclusion of the school year (July 1 - September 1).

2. An administrator must submit to the District no later than January 1, of the final full year of service, a letter of resignation for retirement purposes and in fact so retire. This provision may be waived for employees retiring for medical reasons, or for any other reason(s),
upon the recommendation of the Superintendent of Schools and approval by the Board of Education.

3. The effective date of retirements shall be June 30, but if their birthday occurs in July or August, they may retire on the date of their birthday. In such case, sick days shall be prorated after June 30 and any work performed after June 30 shall be at the salary rate prior to June 30.

4. The effective date of retirement shall be June 30th; however, in the event that an employee achieves the minimum years of service required for the provision of health care benefits during the employee's retirement, on a date occurring during the July or August following the designated June 30th date of retirement, the employee may retire during the following July or August on the date upon which he/she achieves the minimum service requirement for the provision of health care during the time of retirement. In such event, any leave days that would otherwise be accrued shall be accrued on a pro-rata basis for the period July 1st to the date of retirement and the employment of the individual shall be at the salary rate in effect on the preceding June 30th.

5. Notwithstanding the above, the following administrators shall be entitled upon their retirement to the separation and sick leave payment as is set forth in the memorandum of agreement dated April 28, 2009 attached hereto:

Wayne Cronk  Thomas Gellert
Joanne Giordano  Robert Kelly
Maureen Kelly  Vincent Pisano
Florence Tuzzi  John Valente
ARTICLE XI - CONTINUED EMPLOYMENT INCENTIVE

The District shall implement a continued employment incentive plan, as follows:

Bargaining unit members may elect to receive payment of their accumulated sick leave balance as follows:

- After 4 years up to 30%
- After 6 years up to 40%
- After 8 years up to 50%

Payment of the elected sick leave shall be at the rate of one (1) day's pay for every two (2) days elected, up to the maximum percentage specified above, at the employee's then current rate. Payment shall be evenly distributed over the next five (5) years of employment and paid with the employee's regular salary payments. Should the employee leave the employ of the District prior to the expiration of the five (5) years, the payments shall be discontinued, and remaining days added back to the employee's accumulated bank. The election shall be made by July 1. Subject to the above, employees may elect to participate at any time they are eligible, but may make only one (1) election, and at the time of that election, must elect the percentage of days to be paid out. Employees who have elected a payout of sick days under this plan may, however, at any time, decide to opt out of the plan and reclaim the sick days that have not yet been paid. All elections or opt outs must be in writing on a form to be supplied by the District.

ARTICLE XII - DUES CHECK-OFF

A. The District agrees to deduct from the salaries of unit employees dues for the Association as said employees individually and voluntarily authorize the District to deduct, and
to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Association.

B. Deductions referred to above shall be made in the following manner:

1. The Association shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Association.

2. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.

3. No later than thirty (30) days prior to the second scheduled pay date in October, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.

C. Additional authorizations, submitted after the schedule set forth in paragraph 2 (c) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2 (b).

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

E. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Association upon receipt of any such notice. Said
withdrawal shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

**ARTICLE XIII - GENERAL**

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue to be in full force and effect.

**ARTICLE XIV - ANNUAL PROFESSIONAL PERFORMANCE REVIEW**

The parties agree that the APPR plan approved by the Board on August 24, 2012 covering the period July 1, 2012 through June 30, 2013, shall be extended and remain in full force and effect absent negotiations to the contrary, through June 30, 2016. The APPR Appeals Process Memorandum of Agreement dated June 27, 2012 (attached hereto) shall be amended so as to delete reference to “June 30, 2013” (two places) and substitute “June 30, 2016”; and so as to delete “February 15, 2013” and substitute “February 15, 2016”.

**ARTICLE XV - CONCLUSION**

This Agreement entered into by the District in the exercise of its authority under the provisions of law provides terms and conditions for the joint relationship of the District and the Association.

At the same time, it is the purpose of this Agreement to preserve the complete authority of the District to take action not inconsistent with any provision of this Agreement in respect of
the policies and administration of the school system which it exercises under the provisions of law.

With such a definition of the respective rights and obligations of the parties, the parties hereto believe that the Agreement will thus provide the basis for making more effective and efficient the school system of Harborfields Central School District.

ARTICLE XVI – SECTION 204-a NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

HARBORFIELDS BUILDING ADMINISTRATORS ASSOCIATION

HARBORFIELDS CENTRAL SCHOOL SCHOOL DISTRICT

By: WAYNE CRONK
President

By: DIANA TODARO
Superintendent of Schools
SUPPLEMENTAL MEMORANDUM OF AGREEMENT
By and Between
The Board of Education of the Harborfields Central School District of Greenlawn
And
Harborfields Building Administrators Association

MEMORANDUM OF AGREEMENT, dated this 28th day of April 2009, by and between the Harborfields Central School District of Greenlawn ("the District") and the Harborfields Building Administrators Association ("the Association").

1. GENERAL
   The District and the Association are parties to a labor agreement for the period of July 1, 2007 to June 30, 2012. The parties agree that said labor agreement shall be modified to the extent set forth herein. Except for changes in the language made necessary by the following agreement, the provisions of the contract shall remain unchanged, and in full force and effect.

2. TERMS:
   (i) Article IX- Administrative Salaries- shall be modified to the following extent:

   The final 2008-2009 salary of all currently employed HBAA members (including longevity) will be frozen and serve as the Administrator’s “base salary” for the 2009-10 school year. Administrative salaries for the 2010-11 school year will be determined and calculated pursuant to the formula contained in Article IX of the parties’ collective bargaining agreement using the Administrator’s 2009-2010 “base salary.” For the 2011-12 school year administrative salaries will be increased in accordance with Article IX of the parties collective bargaining agreement based on the administrator’s 2010-11 base salary. Longevity will not be included in the calculation of base salary in the 2010-2011 school year or the 2011-2012 school year.

   (ii) Article I- Recognition- shall be amended by adding subparagraph (B) to read as follows:

   B. No current tenured or probationary unit member or building level administrative position created and/or identified under this Article shall be terminated or eliminated at any time, or for any reason, other than for cause under the provisions of Education Law Section 3020-a for tenured unit members or administrators or under the process set forth in Education Law Sections 3019-a and 3031 for probationary administrators, between the period of April 1, 2009- June 30, 2011. The district hereby expressly states that it will not eliminate or abolish the position of any building level administrative positions between April 1, 2009- June 30, 2011, except as provided for in this paragraph. This entire provision shall sunset and become null and void for all purposes effective June 30, 2011.
(iii) Article X- Retirement Incentive Plan/Payment For Unused Sick Leave—shall be amended by adding the following provision after “Option B” in Article X of the Agreement. The provision shall read as follows:

Unit members employed by the District as of May 1, 2009 and who are eligible to retire from the New York State Teachers Retirement System without penalty shall receive, upon retirement, a Terminal Payment based on accumulated sick leave to be determined by granting one (1) day's credit for each two (2) days of accumulated sick leave, up to maximum of one-hundred sixty-three (163) credited days. In addition to this sick leave payment an administrator will receive a retirement payment in the amount of Twelve Thousand Five Hundred ($12,500) dollars.

This benefit shall in no way be limited by years of service in the district and shall be granted to all administrators regardless of their age and/or years of service in the district at the date of their retirement provided that they are eligible to retire from the District without penalty from the NYS TRS.

If during the course of future negotiations the maximum number of accumulated sick days is increased and/or the incentive of 12,500 is increased, unit members who are employed as of the date of this agreement but who do not retire prior to any negotiated increases shall be entitled to such increases that are in effect on the date of their retirement. However, the parties expressly agree that any future negotiations that result in the diminishment or elimination of the sick leave and/or retirement benefit will not be applied to current members of the bargaining unit, and that such current members of the bargaining unit will be eligible to receive the $12,500 retirement payment and to cash out a maximum of 163 sick days at retirement under the formula provided in this agreement, unless agreed to otherwise in writing by the parties.

IN WITNESS WHEREOF, the undersigned have agreed to the foregoing amendments on this 28th day of April, 2009.

Board of Education of the Harborfields Central School District of Greenlawn
By: President

Harborfield Building Administrators Association
By: President
AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE HARBORFIELDS CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and THE HARBORFIELDS ADMINISTRATORS' ASSOCIATION, hereinafter referred to as "The Association";

WHEREAS, the parties have mutually agreed to the following appeals process to be incorporated into the District's APPR Plan Document for principals covered by Education Law §3012-c and Part 30-2 Regents Rules for the 2012-2013 school year;

1. The annual evaluation of a building principal shall be presented at a meeting between the principal and Superintendent of Schools or his/her designee on a date selected by the Superintendent.

2. Within ten (10) business days of the receipt of a building principal's evaluation of developing or ineffective from the Superintendent of Schools based upon a total composite score, the principal may appeal the evaluation in writing to the Superintendent or his/her designee. The appeal shall articulate in detail the basis of the appeal to the Superintendent of Schools or his/her designee. Failure to include a particular basis for the appeal within a principal's written appeal shall be deemed a waiver of that basis. The evaluated principal may only challenge the substance, rating and/or adherence to the parties' Annual Professional Performance Review Plan adopted pursuant to 8 NYCRR 30-2 and Education Law Section 3012-c. Further, a principal who is placed on an Improvement Plan ("PIP") shall have a corresponding right to appeal concerns regarding the PIP in accordance with the requirements set forth in Section 3012-c of the Education Law.

3. The Superintendent or the Superintendent's administrative designee shall respond to the appeal with a written answer granting the appeal and directing further administrative action, or a written answer denying the appeal. The Superintendent or the Superintendent's administrative designee shall review the evidence underlying the observations of the principal along with all other evidence and/or arguments submitted by the principal prior to rendering a decision. Such decision shall be made within fifteen business days of the receipt of the appeal. The decision of the Superintendent or the Superintendent's administrative designee shall be final and binding in all respects and shall not be subject to review at arbitration, before any administrative agency or in any court of law. However, the failure of either party to abide by the above agreed upon process and/or PIP process shall be subject to the grievance procedure of the collective bargaining agreement.
4. In the event a principal receives a second consecutive evaluation of developing or ineffective, the appeals process set forth at Paragraphs 1 through 3 hereof, shall remain in effect. However, notwithstanding the provisions of Paragraph 3 hereof, in the event of a second consecutive evaluation of developing or ineffective, the principal may further appeal what shall be deemed the initial determination of the Superintendent or his/her designee, to a panel consisting of four District administrators, two selected by the President of the Administrators' bargaining unit and two from Central Office selected by the Superintendent. This further appeal must be submitted in writing to the panel within ten (10) business days of receipt of the Superintendent's initial determination on appeal pursuant to Paragraph 3 above. The review by the panel shall be completed within ten (10) business days of delivery of the written request for review from the building principal. No hearing shall be held and the review shall be based solely upon the original appeal, the Superintendent's initial determination, support papers submitted by the principal and/or a response to the appeal by the principal's evaluator, if other than the Superintendent. However, within five (5) business days of receipt of the appeal, the panel may request written clarification of any of the information submitted as part of the original documentation. This request shall not extend the requirement of the panel to complete its work and issue a report and recommendation within the time limit set forth above. The panel's written review recommendation shall be transmitted to the Superintendent and the Appellant upon completion. The Superintendent shall consider the written review recommendation of the panel and shall issue a written decision within ten (10) business days thereof. The determination of the Superintendent of Schools shall be final and shall not be grievable, arbitrable, or reviewable in any other forum. However, the failure of either party to abide by the above agreed upon process shall be subject to the grievance procedure of the collective bargaining agreement.

5. In the event a majority of the panel is unable to agree upon a decision and recommendation to the Superintendent, it must report that fact to the Superintendent within ten (10) business days of receipt of the appeal. Thereafter, the affected principal may elect review of the appeals papers by one outside expert who will be chosen from a panel of three persons selected by the District and the Administrators' Unit, which panel shall be established by the parties. Should the parties fail to agree as to the composition of the panel prior to September 1st of each year, a list of ten qualified experts shall be provided to the parties by the Suffolk County Organization for the Promotion of Education (SCOPE). Upon receipt of the list, the parties shall attempt to agree upon the panel composition for that year. If the parties are unable to agree upon the selection of the panelists from the list provided, the outside expert to hear the review shall be chosen directly from the list on a rotating basis. If an expert is unavailable or unable to review the matter within fifteen (15) business days, then the next expert on the list will be selected. No present or prior employee of the Harborfields School District shall be eligible to serve on the panel or be selected as the outside expert and the outside expert shall notify the parties of any potential conflict of interest prior to accepting.
appointment. The panel composition shall be reviewed annually beginning on July 1, 2013. The cost of expert review shall be borne equally by the District and the Administrators' bargaining unit. The expert may recommend a modification of the rating, along with his/her rationale for the same. Expert review shall be completed within fifteen (15) business days of delivery of the written request for review to the Superintendent. No hearing shall be held and the review shall be based solely upon the original appeal, the Superintendent’s initial determination, supporting papers submitted by the principal and/or a response to the appeal by the administrator’s evaluator, if other than the Superintendent. The expert’s written review recommendation shall be transmitted to the Superintendent and Appellant upon completion. The Superintendent shall consider the written review recommendation of the expert and shall issue a written decision within ten (10) business days thereof. The determination of the Superintendent of Schools shall be final and shall not be grievable, arbitrable, or reviewable in any other forum. However, the failure of either party to abide by the above agreed upon process shall be subject to the grievance machinery of the collective bargaining unit.

6. All written submissions referred to in paragraphs 2 and 5 shall be simultaneously exchanged between the parties.

7. Nothing set forth herein shall prevent an administrator from challenging the results of an evaluation within the context of a disciplinary proceeding pursuant to Education Law Section 3020-a.

8. An overall performance rating of developing or ineffective on the annual evaluation is the only rating subject to appeal. Principals who receive a rating of highly effective or effective shall not be permitted to appeal their rating. Tenured principals who are rated effective or highly effective may elect to submit a written response to their overall rating, which response shall be appended to the APPR evaluation and filed in the principal’s personnel file. Such response shall be filed within ten (10) business days.

9. Non-tenured principals shall not be permitted to appeal any aspect of their annual evaluation, or the School District’s issuance and/or implementation of the terms of a principal improvement plan. Probationary principals who are rated ineffective, effective, highly effective or developing, may elect to submit a written response to their overall rating, which response shall be appended to the APPR evaluation and filed in the principal’s personnel file. Such response shall be filed within ten (10) business days including school recess and summer recess periods.
10. All reference herein to business days shall include school and summer recess periods, but shall not include pre-approved vacation periods. The parties may mutually agree to extend all of the time limits referred to herein.

11. This Supplemental Memorandum of Agreement shall sunset becoming null and void effective June 30, 2013. The parties agree to begin renegotiations for a successor appeal process no later than February 15, 2013. In the unlikely event that a successor agreement is not reached by June 30, 2013, the above appeal process shall remain in effect; however, the District agrees that no "ineffective" rating appealed under the terms of the expired appeals process shall be used as a basis, or as evidence, in an expedited 3020-a hearing brought pursuant to 3012-c of the Education Law. Nothing herein shall preclude the District from using an evaluation that has been appealed under an expired appeals process as the basis or as evidence in any charge of pedagogical incompetency that is not brought pursuant to the expedited procedures set forth in Education Law Section 3020-a(3)(c)(1-a)(A).

IN WITNESS WHEREOF, the parties have set their hands and seals this 28 day of June, 2012.

HARBORFIELDS CSD

By: DIANA TODARO
Superintendent of Schools

HARBORFIELDS ADMINISTRATORS' ASSOCIATION

By: WAYNE CRONK
President