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AGREEMENT

-between-

MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION

and

LONGWOOD CENTRAL SCHOOL DISTRICT

7/1/2003-2006^{6/30}

RECEIVED

FEB 14 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

21

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1. **Preamble**

The LONGWOOD CENTRAL SCHOOL DISTRICT and the MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION recognize that the development of education programs of the highest quality for the benefit of the students and the community is a common responsibility which can be best attained when each group appropriately utilizes the ability, experience, creativity, and judgment of the other.

2. **Agreement**

Pursuant to the provision of Chapter 392 of the Laws of 1967 of the State of New York, this agreement is made and entered into as of the 4th day of April, 2003, (effective July 1, 2003 - June 30, 2006), by and between the LONGWOOD CENTRAL SCHOOL DISTRICT and the MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION.

3. **Recognition**

3.1 The District hereby recognizes the Middle Island Administrators' Association as the exclusive and sole bargaining representative for each of the following positions:

- 3.1.1 Principals
- 3.1.2 Assistant Principals
- 3.1.3 Director of Health and Physical Education
- 3.1.4 Director of Athletics and Pupil Services
- 3.1.5 Director of Technology
- 3.1.6 Director of Compensatory Education
- 3.1.7 District Coordinator of Elementary & Pre-School Special Education
- 3.1.8 Director of Elementary Education
- 3.1.9 Director of Secondary Education
- 3.1.10 Director of Fine and Applied Arts
- 3.1.11 Director of Special Education
- 3.1.12 195 Day Elementary Assistant Principals
- 3.1.13 Administrators or Directors whose functions are

equivalent to any of the above stated Administrative or Director positions.

- 3.2 The District agrees not to change the title or duties of the Association members without notification to and consultations with the Middle Island Administrators' Association to make their views and positions known to the District concerning such changes.
- 3.3 The District agrees not to create additional titles that may be considered within the realm of Association membership without first notification to and consultation with the Middle Island Administrators' Association to make their views and position known to the District concerning such changes.
- 3.4 Nothing herein shall be deemed to waive any rights that the Middle Island Administrators' Association or any member thereof may assert if it is believed that any legal rights are violated by any such proposed personnel action by the District.

4. **Terms**

- 4.1 The word "Association" as used in this agreement shall mean the MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION.
- 4.2 The word "District" as used in the agreement shall mean the LONGWOOD CENTRAL SCHOOL DISTRICT, Town of Brookhaven, County of Suffolk, State of New York.
- 4.3 The word "Administrators" shall mean all certified and/or legally employed personnel filling positions described in the Recognition Clause.
- 4.4 A domestic partnership is one in which you and your partner are 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, living together, involved in a lifetime relationship and financially interdependent. The partners must be each others sole domestic partner and must have been in the partnership for six months and be able to provide proof of shared residency and financial interdependence.

An administrator may voluntarily register his/her domestic partner with the district in advance by supplying documentation as outlined in the above paragraph for the purpose of accessing Articles XI, XII and XIII. If that individual is not registered as a domestic partner, the administrator will have to provide the above documentation to prove that relationship before accessing the abovementioned sections.

5. **Negotiation Procedures**

- 5.1 Negotiations for a successor agreement shall be initiated at any time after November 1 of the last year of the contract, upon the request of either party. A

mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request.

6. **Work Schedule**

6.1 The administrators' work year is twelve (12) months consisting of 213 work days, except for 195 Day Elementary Assistant Principals who shall work 195 days.

6.2 Administrators shall be entitled to all holidays specified below:

Independence Day	Labor Day
Yom Kippur	Rosh Hashanah (2)
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Martin Luther King's Birthday	Presidents' Day
Holy Thursday*	Good Friday* or *Passover (2)
Memorial Day	

*An employee may substitute Passover for Holy Thursday and Good Friday.

6.3 Representatives of the Middle Island Administrators' Association shall be full participants and advisors at all meetings of representatives of various groups to determine the school calendar each year. The Middle Island Administrators' Association will appoint its representatives.

7. **Vacation**

7.1 Administrators may request and apply to use their vacation time during the school year when school is not in session, subject to the prior approval of the Superintendent of Schools. These requests must be submitted to the Superintendent of Schools five (5) days prior to the vacation period requested.

7.2 Administrators other than building administrators may request and apply vacation days anytime during the school year, subject to the prior approval of the Superintendent of Schools five (5) days prior to the vacation period requested.

7.3 **Entitlement**

7.3.1 All vacation time must be utilized by the unit member pursuant to contract procedures. No accumulation shall be permitted unless authorized by the Superintendent.

7.3.2 On or before June 1st of each year, a unit member shall

submit to his/her immediate supervisor a plan of proposed vacation time. The Superintendent of Schools shall review the same, considering the recommendation of the immediate supervisor and shall notify the unit member in writing of his/her approval, disapproval, or modified approval on or before June 15. Thereafter, the plan may be modified upon the written approval of the Superintendent of Schools.

- 7.3.3 Should the Superintendent of Schools direct, in writing, that a unit member work a scheduled vacation day, the unit member shall be paid 1/213 of his/her salary, except for 195 Day Elementary Assistant Principals who shall be paid 1/195 of his/her salary.

8. **Building Level Practices and Personnel**

- 8.1 All employees and programs within a school building shall function under the general management and supervision of the Building Principal and/or the designated Assistant Principal. All Central Office practices which affect such school building employees and programs may be developed after reasonable discussion with the Middle Island Administrators' Association except in the event of an emergency.
- 8.2 Every effort shall be made to communicate with the President of the Middle Island Administrators' Association regarding cuts as the budget is developed by the Board of Education.
- 8.3 No administrator shall be required, requested, or directed to remain in a building which is the subject of a bomb threat.

9. **Professional Aspects**

- 9.1 Administrators shall be represented on standing committees in the District, especially those committees which would advise the Superintendent of Schools of changes in District policy. In making administrative appointments to these committees, it is agreed that an equitable rotation of appointments shall be made, subject to special needs of the District.
- 9.2 Middle Island Administrators' Association, through its President, will be notified in writing of all District committee meetings and the Middle Island Administrators' Association designee, if any shall be entitled to participate on such committees.
- 9.3 Administrators shall be formally afforded the opportunity to act in an advisory capacity and to formally react to terms and conditions of employment negotiated with other units, especially those that reflect upon the function of this unit. The

Middle Island Administrators' Association will appoint its representatives.

- 9.4 The Superintendent and representatives of the Middle Island Administrators' Association shall meet at least once each month the school district is open for business to discuss matters relating to the implementation of this contract. The Agenda will be drawn up by the Superintendent and the President of the Middle Island Administrators' Association at least one (1) day in advance of meetings.
- 9.5 Administrators shall be eligible to apply for home tutoring, summer school, adult teaching positions, coaching and activities of a like nature provided that such activity will not interfere with his/her job and subject to the following: (1) provided that no member of the teacher bargaining unit applies for such a position, and (2) subject to any and all rights of the Middle Island Teachers' Association, that said Association may have at law.

10. **Protection of Administrators**

- 10.1 An administrator whose clothing or personal property is damaged or destroyed during the discharge of his/her duties shall be reimbursed by the District up to a maximum of two hundred fifty dollars (\$250.00) per occurrence. Eligibility for reimbursement by the District is contingent upon prior submission of the claim by the administrator to any private insurance carrier which he/she may have.

11. **Insurance and Physical Examinations**

- 11.1 The District shall pay for all active administrators, 85% in 2003-2004, 82.5% in 2004-2005, 80% in 2005-2006 of the premium cost for individual and family health insurance, providing benefits no less than those provided in Appendix A, Exhibits 1 and 3 herein. (As used herein, health insurance shall be defined as all health insurance and/or benefit and/or reimbursement covered either by self-insurance and/or by any other insurance providers.)
- 11.2 The District shall apply for all administrators one hundred percent (100%) of the same plan of disability income insurance in effect in the District for the school year 1969-70. Benefits cap shall be four thousand dollars (\$4,000) per month.
- 11.3 The District shall provide term life insurance for all active administrators in the principal amount of two hundred thousand dollars (\$200,000) according to a group plan to be purchased and paid for by the District. Retirees (including 1997/98 retirees) may continue their participation in the group term life insurance program at the insured amount of one hundred thousand dollars (\$100,000) or two hundred thousand dollars (\$200,000), at their own expense, calculated at the group retiree rate. Coverage amounts for administrators over age sixty-five (65) shall drop to industry accepted standard amounts at the prescribed ages.
- 11.4 The District shall contribute one percent (1%) of the amount budgeted for

administrators' salaries for each year in this agreement toward the premium for dental insurance plan, but in no event shall the District pay one hundred percent (100%) of any administrator's premium thereof. Retirees may participate in the District's dental insurance program at their own expense, provided such participating will not affect the District's cost. The cap on dental shall be two thousand dollars (\$2,000) per year. (See Appendix A, Exhibit 2)

- 11.5 The provision regarding split dollar insurance has been removed from the contract and instead has been placed in individual agreements between each insured and the District.
- 11.6 Effective July 1, 1994, the District shall provide those retirees who were participants in the District's health insurance program on or after said date with the same insurance in effect for active employees. Under the Empire Plan, the District is required to pay a minimum of fifty (50%) of the cost of individual coverage and thirty-five percent (35%) of the cost of family coverage.

In addition to the above, the District will pay an additional three percent (3%) per year for each year of service in the district to a maximum of seventeen (17) years fifty percent (50%) toward the cost of a family plan. The total cost of the District's contribution toward a family plan shall be a maximum of eighty-five percent (85%*) for the lifetime of the retired employee in the District's group health plan.

or

The District will also pay an additional five percent (5%) per year for each year of service in the district to a maximum of ten (10) years or fifty percent (50%) toward the cost of a single plan. The total cost of the District's contribution towards a single plan shall be a maximum of one hundred percent (100%) towards the cost of a single plan for the lifetime of the retired employee in the District's group health plan.

*Nothing contained herein is intended to negate any agreement the District has made with any individual administrator to provide one hundred percent (100%) coverage.

In the event that the District leaves the New York State Health Insurance Program, all of the following provisions shall apply: The District will pay three percent (3%) per year for each year of service in the district to a maximum of twenty five (25) years seventy-five percent (75%) toward the cost of a family plan for the lifetime of the retired administrator in the District's group health plan.

The District will pay five percent (5%) per year for each year of service in the district to a maximum of twenty (20) years one hundred percent (100%) towards the cost of a single plan for the lifetime of the retired administrator in the group health plan.

Upon the death of a retired employee who had a family plan, his/her domestic

partner, his/her spouse and/or dependents will continue to be covered for two (2) full years at the retired employee's rate. If coverage is for one person (domestic partner, spouse or dependent), that employee's coverage would automatically be converted to a single plan at the retired employee's rate provided he/she pays the balance for two (2) years. Thereafter, the full cost of the family plan or (converted) single plan must be assumed by the surviving domestic partner, spouse, and/or dependents in order for coverage to be continued at the group rate in the group plan.

Those administrators wishing to purchase health insurance in retirement shall be able to sell ten (10) accumulated sick days for each three percent (3%) of coverage. For those administrators electing to retire under an incentive, this "sell back" shall occur after exercising their rights under the incentive.

Effective with the 2003-2004 school year, administrators who waive family health insurance shall receive three thousand five hundred dollars (\$3,500.00) or waive single health insurance shall receive two thousand five hundred dollars (\$2,500.00) or change from family health insurance to single health insurance shall receive two thousand dollars (\$2,000.00).

- 11.7 Effective July 1, 1994, the District shall establish a voluntary Cafeteria Plan to the extent permitted by the Internal Revenue Code. This shall contain the following elements:
1. A salary reduction plan for the purpose of paying medical, dental and optical costs.
 2. A child care and elder care salary reduction plan.
 3. At the administrator's option, "buy-out" funds arising from a waiver of health insurance as hereinbefore referred to for the purpose of establishing a medical, dental, and optical reimbursement plan, and a child care and elder care expense reimbursement program.
- 11.8 Dual family coverage for all insurances shall not be permitted. An active administrator whose spouse or domestic partner is eligible for the same medical insurance, under the terms of this agreement, must exercise the option to waive family insurance as specified in 11.6.
- 11.9 Upon the death of an active administrator, the District shall pay the full premium cost for health insurance for that administrator's surviving domestic partner, spouse, and/or dependents for two (2) full years. Thereafter, the full cost of the family plan or (converted) single plan must be assumed by the surviving domestic partner, spouse and/or dependents in order for coverage to be continued at the group rate in the group plan.

12. **Sick Leave**

- 12.1 Fourteen (14) days sick leave shall be granted to all administrators, except for 195 Day Elementary Assistant Principals who shall be granted thirteen (13) days sick leave.
- 12.2 After an administrator has accumulated eighty (80) unused days of such leave, the administrator shall have the option of adding future unused days of sick leave to the cumulative total thereof to a maximum of two hundred (200) days or, being paid one hundred fifty dollars (\$150) per diem in 2003-2004, one hundred seventy-five dollars (\$175) per diem in 2004-2005, and two hundred dollars (\$200) per diem in 2005-2006 for fifty percent (50%) of such annual unused days of sick leave with the balance thereof added to the cumulative total to a maximum of two hundred (200) days.
- 12.3 MIAA shall maintain a sick bank as approved by the Board of Education on February 11, 1993 as described in Appendix B.
- 12.4 It is recognized that the District may, at its sole discretion, grant additional sick leave to any administrator who has suffered a disabling accident or catastrophic illness.

13. **Personal Leave**

- 13.1 An administrator may have six (6) personal leave days for personal business, family or religious matters not capable of performance outside of school hours. Said leave to be subject to the approval of the Superintendent of Schools or his/her designated representative. Applications shall be made at least two (2) days in advance of desired leave, except in the event of an emergency. Any personal leave days not used in each year shall be added, along with unused sick leave, to the cumulative total to a maximum of two hundred (200) days of unused sick leave and personal leave. All requests shall be sent directly to the Superintendent of Schools or his/her designee.

13.2 **Court Appearance**

13.2.1 No pay shall be withheld by the school district from any administrator serving on jury duty. However, any funds received from the court, except for transportation expenses shall be turned over to the District.

13.2.2 Administrators required by subpoena to appear as a witness (not in a case wherein the administrator is a party) shall not lose pay for the time required.

13.3 **Unpaid Leave of Absence**

A leave of absence of up to one (1) year without pay may be granted to any administrator upon application for the purpose of participating in exchange programs in other states, territories, or countries, or for the purpose of participating in foreign or military educational programs, or for the purpose of service in the Peace Corps, Teacher Corps, Job Corps, or engaging in a cultural travel or work program related to his/her professional responsibilities. Credit for service and/or education is to be on an individual case basis, subject to the approval of the Board of Education on the recommendation in advance of the granting of the leave and shall be subject to satisfactory completion of the purpose for which the leave is granted. The administrator, with the approval of the Board of Education, has the option to renew said leave for a second year.

13.4 **Death in the Family**

A maximum of five (5) days per such occurrence without loss of pay for absence due to death in the immediate family of an administrator, not to be deducted from sick leave may be granted to any administrator. For the purpose of this provision, the immediate family is defined as any one of the following: domestic partner, spouse, child, parent, grandparent, sibling, grandchild, mother-in-law, father-in-law, daughter-in-law or son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-grandchild, step-brother and step-sister. In the case of the death of a more distant relative or a close friend, absence shall be permitted under the personal leave provisions hereinafter set forth. The five (5) days may be extended to ten (10) days by the Superintendent when unique circumstances exist.

13.5 **Illness in the Family**

A leave of absence of up to one (1) year without pay may be granted to any administrator upon application wherein the administrator shall verify that a member of the said administrator's family is seriously ill and requires the said administrator's full time presence for the care of the ill person. Application, therefore, shall be made in writing and shall be subject to the approval of the Board of Education. Action on such application of the Board of Education shall not be subject to the grievance procedure. Such a leave granted to a non-tenured administrator shall not be credited towards the achievement of tenure. A leave, if granted under this section, may not be terminated prior to its normal termination date, except upon approval of the Board of Education. The administrator, with the approval of the Board of Education, for good cause shown shall have the option to renew said leave for a second year.

13.6 **Maternity/Adoption Leave**

13.6.1 Present maternity leave provisions as provided by law shall continue in full force and effect.

13.6.2 An administrator adopting a child requiring personal care may receive a leave which shall commence at the time said administrator receives custody of the child to be adopted.

13.7 **Professional Conference**

Administrators designated by the Middle Island professional staff as voting delegates of the New York State Retirement System or the AFL-CIO shall be granted such leave with pay as is necessary to discharge their obligations as such voting delegates. The number of delegates shall not exceed four (4).

14. **Conferences**

A fund shall be established by the Board of Education to provide unit members with seminar/conference workshop funds. The conference funding shall be fourteen thousand dollars (\$14,000) per year for each year of this contract. Individual proposals for utilization of said funds shall be reviewed by the Professional Relations Committee described in 18. After review, the Professional Relations Committee shall submit its recommendation concerning the application to the Superintendent. The Superintendent reserves the right to reject individual proposals, on their merits, but may not reject the total expenditure allocated for any given year if there are adequate acceptable proposals. Conference funds shall not be used for graduate study.

15. **Administrator Files**

Official administrator files shall be maintained under the following conditions:

- 15.1 No material critical of an administrator shall be placed in the file unless the administrator shall first have an opportunity to read the material. The administrator shall acknowledge that he/she has read such material, after a conference with the Superintendent or his/her designee with the representation of the administrator's choice present, by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed and shall not necessarily indicate agreement with its content.
- 15.2 The administrator shall have the right to respond in writing within thirty (30) days to any material filed and his/her response shall be attached to the file copy.
- 15.3 Upon request of the administrator, he/she shall be permitted to examine the contents of his/her file within twenty-four (24) hours of requesting such examination. The examination shall be made in the presence of the person responsible for safekeeping the file.

16. **Curriculum**

- 16.1 The Building Principal, and/or designated Assistant Principal, plans for and coordinates cooperatively with Central Administration the work of all major educational disciplines and for the continuous evaluation and updating of the curriculum.
- 16.2 All scheduling and organization of the building programs should rest with the Building Principal and/or designated Assistant Principal, with the knowledge and approval of Central Administration.
- 16.3 The Building Principal and/or designated Assistant Principal shall assist Central Administration by recommending improvement in the curriculum and shall assist in evaluating the results of the curriculum.
- 16.4 Directors, coordinators and supervisors are responsible for the programs under their administration and should be consulted and included in any change, adjustment, evaluation or consideration of such programs.

17. **Agency Fee**

- 17.1 Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the Longwood Board of Education does hereby agree that an agency fee shall be instituted. Any member of the bargaining unit who is not a member of the Middle Island Administrators' Association shall pay an Association service fee. Each employee will pay the Middle Island Administrators' Association each month a service charge toward the administration of this agreement, and representation of such employee; provided, however, that each employee will have available to him/her membership in the Middle Island Administrators' Association on the same terms and conditions as are available to every other member of the Middle Island Administrators' Association. The District shall commence collecting such fee within fifteen (15) days after the Middle Island Administrators' Association submits a list of such non-paying members to the District. These fees will be forwarded to the party named by the Middle Island Administrators' Association for receipt of regular dues deductions. The service charge shall be an amount equal to the collective bargaining agent's monthly dues for each month thereafter. The Board of Education shall deduct such fee in the same manner the membership dues are deducted. This fee shall not exceed the usual dues collected by the Middle Island Administrators' Association.
- 17.2 Middle Island Administrators' Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro rata share of expenditures by the Middle Island Administrators' Association in aid of activities of causes only incidentally related to negotiation of terms and/or

conditions of employment. The aforementioned procedure shall not be substantially changed without the prior approval of the Board of Education. The Middle Island Administrators' Association agrees to hold the District harmless from any and all litigation arising from this section.

18. **Professional Relations Committee**

- 18.1 A committee composed of two (2) Central Office Administrators appointed by the Superintendent of Schools and two (2) Association members appointed by the Middle Island Administrators' Association President shall be established. This committee shall review matters of mutual professional concern. Upon reaching a recommendation, the same shall be transmitted to the Superintendent of Schools for his/her review and for subsequent submission to the Board of Education.
- 18.2 The Board of Education reserves the right to accept or reject the written recommendation of the committee without review.

19. **District Policy**

- 19.1 It is recognized that the District cannot make any changes in policy affecting salaries, fringe benefits, or working conditions covered by the terms of this agreement. It is also recognized that the District may make policies in areas not covered by this agreement which shall not be the subject of the grievance procedure.
- 19.2 Copies of this contract shall be produced and distributed by the District at the expense of the District to all administrators.
- 19.3 The District shall also provide the President of the Middle Island Administrators' Association, and each member, with copies of District Policy and Administrative Regulations as well as copies of contracts negotiated with other employees' units in the District when the same are available.

20. **Vacancies**

- 20.1 Vacancies or new positions in any administrative capacity in the District, whether or not in the bargaining unit, shall not be filled from within or without the bargaining unit until all employees within the bargaining unit have had adequate written notice of the requirements for such vacancy and salary range. Whenever a vacancy or new position shall occur in the District, the Board shall duly publicize said position in the Administration Building and in each school building and send to each administrator. This notice shall clearly set forth a description of the qualifications for the position, including duties, salary and the procedures for the interview and selection. If the salary or the requirements are modified or waived prior to appointment, members in the bargaining unit shall be promptly notified.

- 20.2 Such notice shall be posted and sent at least ten (10) days before the final date when application must be submitted, except in an emergency.
- 20.3 An applicant shall receive a letter acknowledging receipt of his/her application.
- 20.4 All candidates shall be notified as to the disposition of their application.
- 20.5 Every effort will be made to provide a replacement for a vacant administrative position within forty-five (45) days of the commencement of the vacancy, but the failure to fill the vacancy shall not be subject to the grievance procedure.

21. **Transfers**

- 21.1 The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its administrators. Requests by an administrator for transfer to a different position or building where a vacancy exists shall be filed in writing with the Superintendent of Schools. The applicant shall set forth the reasons for transfer, the building and position sought and the applicant's qualifications. Such requests shall receive reasonable consideration of the Superintendent.
- 21.2 It is recognized that the District has the right to involuntarily transfer an administrator laterally.
 - 21.2.1 Except in emergencies and whenever feasible, an administrator shall not be transferred to another assignment laterally without thirty (30) days prior notice in writing and without reasonable opportunity to state his/her objections, if any. The transferee and/or the administrator affected by the transfer may appeal the transfer to the Superintendent of Schools.

22. **Professional Security**

- 22.1 In cases of layoff of administrators caused by excessing/abolition of positions, whenever a professional vacancy in the District occurs, the District agrees that no outside applicants will be solicited or interviewed until all qualified Middle Island Administrators' Association applicants have been screened and interviewed.
- 22.2 Any administrator whose position is to be abolished shall receive written notice not less than ninety (90) school days prior to the effective date of the abolition.
- 22.3 Any tenured administrator who is involuntarily transferred to a new title, as a result of the abolition of this person's position, will not suffer any loss of compensation. During the following probationary period, such an administrator will be given at least six (6) months notice in the event that the probationary period is curtailed.

- 22.4 All administrators belonging to the bargaining unit represented by the Association who were employed by the District as of June 30, 1998, will, until June 30, 2002, not be exceeded as a result of their positions being abolished, and if the same are abolished, will continue to be employed in an administrative capacity within the District.

The foregoing shall in no way limit the right of the District to terminate such tenured administrators pursuant to Education Law 3020-a or to terminate such non-tenured administrators pursuant to the Education Law. Notwithstanding the foregoing, the total number of unit positions will not be less than twenty-seven (27) or the number of administrative positions in this bargaining unit for the 1998/99 school year, whichever is higher through June 30, 2002 except by mutual agreement.

23. **Payroll Deductions**

- 23.1 Whenever duly authorized by an administrator on a form(s) approved by the Middle Island Administrators' Association and the Board of Education, payroll deductions on behalf of each employee shall be made every payday and paid in accordance with such forms for any and all of the following purposes:

1. U.S. Savings Bonds*
2. MIAA Dues
3. Tax-sheltered annuities**
4. Credit Union Savings or Payments
5. Payment on loans to NYS Teachers' Retirement System
6. Mass Media Insurance
7. Agency Shop Fee
8. I.R.A.**
9. NYSUT Benefit Trust

*Savings bonds shall be purchased at the time when sufficient funds have been deducted.

**The number of participatory companies and savings institutions must be held to a reasonable number.

24. **Duties**

- 24.1 It is recognized that Administrators are responsible for the health, safety, and welfare of the students assigned to their building or area of duty and also for the safety or protection of the property of the District over which they have jurisdiction, and it is expected that said administrators shall not perform any duties other than the normal duties assigned to them consistent with the above.
- 24.2 Except in the event of an emergency situation, no administrator shall perform any duties other than normal administrative duties.

25. **Salaries**

- 25.1 The salary structure for members of the bargaining unit for the term of this contract shall be as set forth on Appendix C and shall remain fixed for the duration of this agreement except that for 2003-2004 the entry level salary for new administrators without administrative experience shall be \$3,000 below those listed.
- 25.2 During the term of this contract, the administrator's base salaries shall be increased by the percent delineated below as follows: 2.75% on 07/01/03, 3.25% on 07/01/04, and 3.5% on 07/01/05. After applying the increase on 07/01/03 any administrator whose salary does not reach the minimum of the applicable range will be advanced to that minimum salary for 2003-2004.

In the event that a tenured administrator with three (3) years of service in the position is below the mid-point, the administrator's base salary shall be adjusted up to the mid-point of the range for that position (see Appendix C). Any administrator who has had a salary adjustment to reach the minimum entry level in 2003-2004 shall not also receive a mid-point adjustment in that year. The maximum salary adjustment for such an administrator to reach the mid-point shall not exceed \$2,000 per school year or \$4,000 for the duration of this agreement.

- 25.3 A deferred compensation plan shall be made available for eligible individuals who retire from their administrative position each year of the contract. Employees who are tenured and have at least five (5) years of administrative service to the district will be eligible unless removed as a result of a 3020-a proceeding. Those employees shall receive one thousand dollars (\$1,000) for every year of non-administrative service in the district up to a maximum of fifteen (15) years. In addition, they will receive one thousand dollars (\$1,000) per year for administrative service outside of the district up to a maximum of five (5) years. This will be combined with deferred compensation of two percent (2%) of final base salary for each year of administrative service in the district. The combined total amount of deferred compensation and prior service may not exceed thirty-five percent (35%) of the administrator's final base year salary. In order to access deferred compensation, the administrator must submit a letter of resignation which provides the district a minimum of six (6) months notice. The benefit described above may

only be accessed by administrators who retire from the New York State Teachers' Retirement System.

Eligible administrators participating in the deferred compensation program who retire shall have the ability to sell back twenty-five percent (25%) of their accumulated sick leave (maximum accumulation 200 at 1/213th of their final year's salary except for 195 Day Elementary Assistant Principals which will be at 1/195 of their final year's salary).

The District and the Association agree to participate in a non-elective employer contribution to a 403b plan for retiring employees.

- 25.4 In recognition of the value of continuity in administrative services the following amounts shall be added to base salary for longevity:

After 5 years \$1,000
After 10 years \$1,250
After 15 years \$1,500
After 17 years \$1,750
After 20 years \$2,000

During the term of this contract, no administrator may receive more than one (1) longevity increase per year. Those who have earned multiple longevity increases shall receive the highest they have earned in 2003-2004 with decreasing amounts in the succeeding years.

- 25.5 When a sitting administrator moves to a higher position within the bargaining unit, the starting salary shall be the higher of: 1) the entry level salary for that position, or 2) five percent (5%) over the salary that administrator would have received in the current position, but not higher than the mid-point of the new range.

26. **Legal Defense**

- 26.1 It is recognized that the law of the State of New York requires the District to provide an attorney at its own expense to defend any administrator in any civil or criminal action where the administrator has acted within the scope of his/her duties and employment, and the District hereby agrees to provide such defense provided that the notification with copy of summons, complaints, or other documents be filed with the Superintendent of Schools or his/her designee within ten (10) days of the time of service upon the administrator.
- 26.2 Should the administrator desire to be defended by a lawyer of his/her own choice, and such defense would not affect the District in any way whatsoever, the administrator may do so at his/her own cost and expense, and the District shall be under no obligation thereof.

27. **Mileage**

27.1 On an annual basis, each administrator shall be given an allowance for the use of his/her automobile on district business within the district and within Suffolk County as follows:

Assistant Principals \$500

Principals \$750

Directors and Coordinators \$1,000

Neither the mileage allowance nor the reimbursed claims will be added to base salary

All other mileage shall be claimed on district forms, reimbursed at the IRS rate, and computed to and from the administrator's office

28. **Grievance Procedure**

28.1 A grievance shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this agreement.

28.2 All time periods in this procedure refer to days when regular school is in session not including summer school.

28.3 An Administrative Advisory Committee of the Middle Island Administrators' Association may, at its discretion, agree to initiate a grievance on behalf of an administrator, or may initiate the grievance as a committee, or may advise the administrator that no grievance exists. In the latter case, the individual will have the right to proceed with the grievance as an individual.

28.4 The Association or an individual unit member may submit a grievance for resolution in accordance with the procedure set forth herein below.

28.5 There are three (3) stages at which a grievance may be resolved:

- 1) Informal review with the Superintendent's designee
- 2) Conference with the Superintendent
- 3) Referral to an arbitrator

28.6 The grievant covered under this agreement shall present his/her alleged grievance in writing to the Assistant Superintendent of Schools within thirty (30) school days after the happening of the alleged grievance or thirty (30) school days after the administrator has knowledge of the act or condition that forms a basis for the grievance, not to exceed one (1) year from the date of the event. In cases where a grievance is filed by an individual unit member, said member shall immediately file a copy of the alleged grievance with the Middle Island Administrators' Association

Advisory Committee as well as the Assistant Superintendent of Schools. The Assistant Superintendent of Schools shall meet with the said grievor and decide the alleged grievance within fifteen (15) days. The Assistant Superintendent shall be responsible for settling the grievance if the matter is within his/her authority. Said decision shall be in writing with a copy to the grievor and the Middle Island Administrators' Association Advisory Committee.

- 28.7 In the event that the grievant is not satisfied with the said decision, the grievant shall, within fifteen (15) days after receipt thereof, appeal in writing to the Superintendent of Schools with a copy to the Middle Island Administrators' Association Advisory Committee. The Superintendent shall review the grievance and make his/her decision within fifteen (15) days after receiving the same. Said decision shall be in writing and a copy shall be furnished to the grievant and the Middle Island Administrators' Association Advisory Committee. The Superintendent of Schools may hold an informal discussion with the grievant. No additional facts not previously presented to the Assistant Superintendent of Schools shall be presented to the Superintendent of Schools.
- 28.8 If the grievant is still dissatisfied with the decision of the Superintendent of Schools, the grievant shall within five (5) days of receipt of the decision of the Superintendent of Schools notify the Superintendent that an arbitration is desired. The District and the Association shall attempt to mutually agree on a third party arbitrator, and in the event such an agreement cannot be made, they shall request a listing of arbitrators from the Public Employment Relations Board and an arbitrator shall be selected from such list in accordance with the practice of the Public Employment Relations Board.
- 28.9 The parties will be bound by the rules of the American Arbitration Association in the presentation of the alleged grievance and a stenographic transcript may be made of the hearing before the arbitrator. The decision of the arbitrator shall be binding on both parties. The loser in the arbitration shall pay all costs thereof. The grievance presented to the arbitrator shall not include anything other than a grievance as defined herein.
- 28.10 In the event that the Middle Island Administrators' Association does not sponsor the grievant in arbitration proceedings, the cost of such arbitration shall be borne by the Board of Education or the grievant, whichever is the loser.

29. **Fair Practices**

- 29.1 The Association agrees to maintain its eligibility to represent all administrators by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

30. **Interpretation**

30.1 Except by mutual agreement of the parties, this agreement shall not be interpreted or applied so as to decrease the professional advantages and benefits enjoyed by administrators covered hereunder.

31. **No Strike Pledge**

31.1 The Middle Island Administrators' Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Middle Island Administrators' Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by the agreement or any instigation thereof.

32. **Duration and Conformity to Law**

32.1 This agreement shall be effective from July 1, 2003 to and including June 30, 2006, and shall not be subject to further negotiations to change the terms and conditions thereof during that period.

32.2 Any provision hereof which shall be contrary to the Laws of the State of New York or the Rules and Regulations of the Commissioner of Education of the State of New York, now or hereafter enacted, shall not render the balance of the agreement void, but each section shall be considered separate and distinct from the others and unless contrary to said laws and regulations, shall remain in full force and effect.

32.3 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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

33. In witness whereof, the parties hereto have hereunto set their hands and seals this 7 day of January, 2004.

LONGWOOD CENTRAL SCHOOL DISTRICT

By Candee A. Swenson
Candee A. Swenson, Superintendent

MIDDLE ISLAND ADMINISTRATORS' ASSOC.

By Kathleen Brennan
Kathleen Brennan, President

**APPENDIX A
EXHIBIT 1**

1. The District shall enroll itself as a participating municipality in the New York State Government Employees Health Insurance Program, Empire Core Plus Enhancements Plan.

As used throughout the MIAA district contract, any reference to "the Empire Plan" shall mean the New York State Government Employees Health Insurance Program, Empire Core Plus Enhancements Plan.

Throughout this contract the term "coverages" shall refer to either single or family plan. In the case of family plan it shall include the insured, spouse, domestic partner, and any dependents.

2. Administrators who will retire in the future shall receive separate, signed, irrevocable contracts which shall state the percentage guaranteed to be paid by the district.
3. A participating retiree and/or retiree's spouse or domestic partner whose primary coverage is through Medicare shall receive back from the District that portion of his/her health insurance premium (Medicare Part B) that is required under the current Empire Plan and/or state regulation, if any. This rebate shall be paid in a timely manner.

4. Appeals

In the event that a bargaining unit member seeks review of a claim determination made by the Plan Administrator, the appeals procedure as set forth in Exhibit 3 hereof shall be utilized.

5. Confidentiality

The self-funded benefits paid for by the District will require disclosure to the Plan Administrator of utilization of plan benefits by bargaining unit members. Personally identifiable information shall be treated as confidential and shall not be utilized in an adverse manner against any bargaining unit member.

6. The District reserves the right to change the Plan Administrator provided that the Association shall receive notice and has the right to discuss the matter at least twenty (20) days prior to the decision being finalized.
7. Dual family coverage shall not be permitted for active members.
8. The above described plan will be implemented with respect to all eligible District employees and those retirees who have continued health insurance coverage and

were enrolled on or after July 1, 1992.

9. The District will allow administrators to use their building's duplicating machines to make copies of all insurance forms and papers prior to submission to the insurance companies.

**APPENDIX A
EXHIBIT 2**

The dental insurance plan in existence during the 1997/98 school year shall be continued and include the following:

1. For all participants and their dependents the annual maximum shall be \$2,000 per person.
2. The plan shall cover any unmarried child less than twenty-six (26) years of age enrolled in school as a full-time student and/or any child less than twenty-six (26) years of age incapable of self-sustaining employment by reason of mental or physical handicap.
3. All participants who voluntarily use a mutually agreed upon provider network shall have the following additional benefits:
 - a. There shall be no deductible, and;
 - b. There shall be no co-pay, and;
 - c. All covered expenses shall be paid at the 100% rate up to the \$2,000 annual maximum per person.
4. There shall be an open enrollment period for those electing to participate in the dental plan. Those who join during this period and their covered dependents shall not be subject to any limitations based upon pre-existing dental conditions and they shall not be required to submit to a dental examination in order to be accepted into the dental plan prior to their enrollment.

In addition the District agrees that:

Any change of carrier shall be negotiated between the DISTRICT and ASSOCIATION.

MIAA shall be involved in overseeing the dental plan.

**APPENDIX B
VOLUNTARY SICK BANK
MIAA MEMBERS**

The District shall recognize and permit the establishment of a Sick Bank by MIAA for the purpose of covering administrators stricken with catastrophic illness or accident with the extension of needed sick leave after they have exhausted all of their accumulated sick time.

The main purpose of the Sick Bank is to allow administrators with real needs for additional days to receive these days with no loss of pay.

A committee shall be formed by MIAA and the District, which shall establish by-laws and regulations under which the Sick Bank will conduct its operations. The committee shall consist of the Superintendent of Schools and his/her designee, the President of MIAA and the Vice-President of MIAA.

This Sick Bank Committee shall operate and maintain the Sick Bank and shall meet semi-annually and/or as needed. Monthly reports of total days available and total days used shall be reported to the District and to MIAA by the secretary of the committee.

Enrolling administrators must assign no fewer than three (3) sick days to the Bank. However, administrators wishing to assign more than three (3) days may assign up to ten (10) days.

In subsequent years, any administrator may assign up to one-half of that given year's sick days, with a three (3) day per year minimum requirement in order to remain in the Sick Bank unless the bank is deemed to have sufficient days. Three (3) days shall remain the minimum number of days necessary for new enrollments.

For the year in which they are granted, personal days shall not be considered as sick days by the Sick Bank.

Any administrator requesting sick days shall have his/her need reviewed by the Sick Bank Committee (the membership of which is outlined above). This Sick Bank Committee shall have the right to assign said days to said administrator depending on said administrator's needs, the number of days available in the bank, and the best interest of the District. At no time shall the Sick Bank be allowed to extend more days than the total in the bank at that given time. In addition, in any single occurrence, days granted to an administrator may not exceed two hundred (200) days.

Since all membership is voluntary, any enrolled administrator may elect to resign from the Sick Bank at the end of June or upon termination of employment in the District.

In instances of dispute regarding whether a particular case meets the requirements of being "catastrophic" a neutral third party shall act as an impartial arbitrator. His/her decision shall be binding on all parties.

EFFECTIVE 07/01/04

APPENDIX C

<u>CATEGORY</u>	<u>POSITION(S)</u>	<u>RANGE</u>	<u>MID-POINT</u>
6	Senior High School Principal	113,000 to 138,000	125,500
5	Secondary Principal	103,000 to 128,000	115,500
4	Elementary Principal/Director	93,000 to 118,000	105,500
3	Secondary Assistant Principal/ District Coordinator	87,000 to 112,000	99,500
2	Elementary Assistant Principal/ Elementary or Secondary Coordinator	78,000 to 103,000	90,500
1	195-Day Elementary Asst. Principal	73,000 to 98,000	85,500