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AGREEMENT
BETWEEN

OSSINING UNION FREE SCHOOL DISTRICT

AND

OSSINING ASSOCIATION OF ADMINISTRATORS
AND SUPERVISORS

JULY 1, 2007 THROUGH JUNE 30, 2011

RECEIVED

NOV 27 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement entered into on June 19, 2007 by and between the BOARD OF EDUCATION OF THE OSSINING UNION FREE SCHOOL DISTRICT (the "Board" or the "District"), and the OSSINING ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS (the "Association").

WITNESSETH

WHEREAS, the District and the Association recognize and declare that providing a quality education for the children of the school district is their mutual aim and concern; and

WHEREAS, the parties have, pursuant to Article Fourteen of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act), ("Taylor Law"), negotiated with respect to salaries, hours and other terms and conditions of employment, and have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION OF ASSOCIATION

The District has recognized the Association as the exclusive bargaining agent for the unit composed of principals, assistant principals, directors, associates, program supervisors and, in addition, any other certified administrator assigned to a school building whose primary function (at least 50%) is administrative.

ARTICLE II – DEFINITIONS

Wherever in this Agreement the following words appear, they shall be defined as indicated.

Administrator – A member of the negotiating unit represented by the Association.

Superintendent – The Superintendent of Schools.

Teacher or Teachers – A member or members of the negotiating unit represented by the Teachers Association of the Public Schools of Ossining, New York (the "Ossining Teachers Association").

Retirement – A term referring to the act of a member of the unit exercising his or her option to receive a retirement allowance under the New York State Teachers Retirement System.

ARTICLE III – ASSOCIATION RIGHTS

- A. Copies of this Agreement shall be duplicated at the District's expense and distributed to all Association members within a reasonable amount of time after the final Agreement is executed by the parties hereto.
- B. Dues Deductions (See Appendix B).
- C. The Association President, at the discretion of the Superintendent of Schools, shall have reasonable use of school facilities for Association purposes.

ARTICLE IV – CONDITIONS OF EMPLOYMENT

A. SALARIES

Administrative salary schedule for the school years 2007-2008, 2008-2009, 2009-2010, and 2010-2011 shall be set forth on Appendix A, annexed hereto.

B. TERM OF EMPLOYMENT

Each administrator shall work 12 months except program supervisors who shall work 200 days. Generally, the work year of program supervisors shall be the same as teachers work year plus 15 additional days. The fifteen additional days shall be used as follows: 5 days immediately preceding the beginning of the new school year (the five days before teachers are expected to report to duty) and 5 days immediately following the last day of school for teachers. The remaining 5 days shall be at the discretion of the Superintendent or his/her designee with the intent being that such days shall generally, but not necessarily exclusively, be used to enable program supervisors to attend districtwide administrators staff development during the summer. However, the Superintendent or designee shall not schedule the remaining 5 days between July 15 and August 15.

In unusual circumstances, any program supervisor within this Association may be required to work additional time and shall be paid according to the formula which appears in Appendix A.

C. VACATION PERIOD WORK

An administrator, who upon the request of the Superintendent or his delegated staff member, performs school-related duties during his vacation time, shall receive commensurate time off upon the approval of the Superintendent of the particular day or days requested. In addition, in the event that the District operates a summer school, administrators assigned as summer school principal shall be compensated as noted in Appendix C.

D. VACATION PERIOD

1. All 12-month administrators shall be entitled to the following vacation days:

2007-2008 Year –	30 days vacation
2008-2009 Year –	30 days vacation
2009-2010 Year –	30 days vacation
2010-2011 Year -	30 days vacation

All vacation days must be used during the year for which they have been earned. There shall be no provision for carrying over unused vacation days to a succeeding school year.

Generally, vacation time for administrators is not taken during the 10 work days that follow the last day of school for teachers or during the 10 work days preceding the first day of school for teachers at the beginning of the new school year. Each administrator, except for program supervisors, shall submit a calendar for vacation days prior to May 15 of each year for the period from July 1 to June 30, of the ensuing school year. The Superintendent, by June 15, shall notify each administrator of his/her approval or disapproval of the days requested. Once approval is given by the Superintendent, the vacation schedule shall not be varied except for emergency reasons or by mutual agreement.

2. VACATION PERIOD – NEW ADMINISTRATORS

Administrators who are new to the District shall be allotted vacation time during their first year of employment in accordance with the following:

Administrators beginning their assignment between July 1 and July 31 shall be granted 20 vacation days. It is expected that the majority of such days will be taken during the school vacation days between September 1 and June 30 as noted in the official school calendar –except for such prohibitions as noted elsewhere in this contract.

Administrators beginning their assignments between August 1 and August 31 shall be granted 15 vacation days. It is expected that the majority of such days will be taken during the school vacation days between September 1 and June 30 as noted in the official school calendar – except for such prohibitions as noted elsewhere in this contract.

Administrators beginning their assignments after September 1 shall be entitled to take vacation days during the days school is not in session as noted in the official school calendar - except for such prohibitions as noted elsewhere in this contract. During the second year of employment, all administrators, except program supervisors, shall be entitled to vacation days as noted above in this section.

E. HOLIDAYS

All administrators, except program supervisors, shall be entitled to 15 holidays per year. A calendar committee composed of labor and management will convene after the school calendar is formulated for the purpose of making recommendations to the Superintendent as to those guaranteed holidays. The final determination will rest with the Superintendent. It is the intent of the parties that the holiday schedule would be coordinated with the holiday schedule of the Civil Service Employees Association.

F. EXPENSE REIMBURSEMENT

1. The District shall reimburse fully the administrator within thirty (30) days of presentation of voucher therefor, for all approved expenses incurred on behalf of the School District.
2. Professional Improvement: The District shall reimburse the administrator for all approved expenses when such expenses are the result of the administrator taking in-service or university courses at the express direction of the District. Payment shall be made by voucher upon the completion of such courses, and upon submission by the administrator applying for such reimbursement on appropriate documentation.
3. **Doctorate Program Reimbursement:**

The District agrees to pay half the cost of *tenured members* of the Association covered by this contract admitted to a formal doctoral program at an accredited institution recognized by the State Education Department. The administrator must be matriculating in the doctorate program. The administrator must receive prior approval of the Superintendent or his/her designee to be eligible for reimbursement. In order to receive payment for each course, the administrator must satisfactorily (grade of "B" or better) complete the course in which he or she is registered. The Superintendent shall require a transcript to be provided before payment shall be made.

G. NOTIFICATION

1. In the event that an administrative position is abolished, the District shall notify, in writing, the affected administrator no later than ninety (90) days from the effective date of the abolition of that position. The District shall make a good faith effort to notify the affected administrator by or before April 1st of the proposed abolition. The failure of the District to so notify the affected administrator by that date shall not be subject to the grievance procedure.
2. Non-tenured administrators shall be subject to discharge by the Board of Education for good and just cause. The affected administrator and/or the Association may request, in writing, twenty (20) days before the effective date of termination, a hearing before the Board. The Board shall grant such a hearing and review with the affected administrator and/or the Association the reason or reasons for such termination. Should such proceeding be requested and had, such hearing shall be deemed administrative hearing and shall not be subject to the grievance procedure. Discretion of the Board of Education concerning the termination of such non-tenured administrators is final and is subject to this administrative hearing. An administrator may be discharged subject to this paragraph and shall receive notice as specified in the Education Law and shall not be entitled to any benefits under this contract after such termination.
3. In the event that an administrator voluntarily terminates his/her employment with the District prior to the completion of the current school year, said administrator shall give at least ninety (90) days prior written notification or be subject to forfeiture of one (1) month's salary. The Superintendent will consider relaxing the 90 days prior notification requirement if the Superintendent is able to find a replacement for the administrator, but in no case shall such release be prior to 30 work days. Also, in no case shall an administrator be released if such administrator has used more vacation time to which he/she has earned and is thereby entitled. In such cases, the administrator wishing to be released prior to the 90 days must meet the provisions as noted above and also reimburse the District for vacation days used but not earned.
4. An administrator shall notify the School District, in writing not later than July 1st of the current year, of his or her intention to terminate his or her employment with the School District at the start of the school year in September. Failure to so notify shall subject the said administrator to the provisions of paragraph 3 above.

ARTICLE V – FRINGE BENEFITS

A. Health Insurance

1. Any eligible administrator, with an appointment date prior to July 1, 2007, retiring under the New York State Teachers Retirement System shall have 100% of the health insurance premiums paid by the District into retirement.

Any eligible administrator, with an appointment date of July 1, 2007 and thereafter, retiring under the New York State Teachers Retirement System wishing to continue participation in the District health insurance program may do so, provided the administrator contributes a dollar amount equal to the dollar amount that the administrator contributed toward health insurance premium costs during the final year of his/her employment in the District. In order to be “eligible”, the administrator must have completed at least eight (8) years of Ossining service.

2. The District shall provide all full time administrators with health insurance consistent with the District employee insurance plan. Each full time administrator shall contribute to the health plan in accordance with the following contribution levels:

<u>Fiscal Year</u>	<u>Contribution</u>
2007-2008	13.75%
2008-2009	17.5%
2009-2010	21.25%
2010-2011	25%

3. When two spouses employed are eligible to enroll for health insurance coverage, they will no longer be eligible for dual family coverage. Both spouses may enroll for individual coverage or one may enroll for individual and one may enroll for family coverage. Both, however, may not enroll for family coverage.

If for any reason the spousal relationship ceases to exist, or if one spouse leaves employment within the district, the remaining spouse(s) shall be free to enroll in whatever level of coverage is appropriate.

4. At the employee's option, any administrator may reduce his/her medical insurance coverage by completing an appropriate form furnished by the District. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive as salary 30% of the premium saving as a result of the election of the aforementioned change in coverage.

Employees electing to reduce their coverage must do so by February 1st. Said election to take effect on July 1st. Payment of the employee's share shall begin with the first salary payment in September. Full coverage may be reinstated by notifying the District in writing no later than February 1st. Said reinstatement shall take place July 1st. The District shall waive the February 1st notification date if the employee's insurance coverage changes drastically so as to cause severe hardship as a result of the employee's election to reduce coverage. Such circumstances are limited to death of a spouse, loss of spouse's employment or loss of spouse's insurance coverage.

B. Group Life Insurance

All administrators shall be covered under a group life insurance policy in the amount of two times the annual salary of the administrator.

C. Income Protection Insurance

1. The District shall provide a program of Income Protection Insurance for all administrators.
2. In the event an administrator is adjudged disabled by the insurance carrier, in accordance with the criteria provided for in the policy, the District shall grant the administrator leave beyond his or her accumulated sick leave up to the ninety (90) day waiting period for benefits under the policy, to be compensated at the rate of 50% of his regular salary. The District shall grant this leave commencing from the date the insurance carrier makes such determination of the administrator's disability.

D. Dental Insurance

Effective July 1, 2007, and continuing for the life of this contract ending June 30, 2011, the District shall increase its contributions to the costs of the existing Dental Plan ("the Plan") available to certain District employees including full-time members of the Association. To that end, the District agrees that it shall contribute annually no more than \$20,000 toward the costs of the Plan for all employees, including unit members. The District and the Association shall work together to review benefits of the Plan and to

modify and possibly enhance benefits available to unit members under the Plan, with the understanding that the District's annual contributions as stated herein remains fixed.

E. Self-Insurance

The District, at its option, may self-insure on its own or in consortium with other districts, all above insurances at the level of benefits in existence as of July 1, 1984, except for Life Insurance which shall be increased according to the above coverage.

F. Retirement - Abolition Pay

1. A member of the unit, upon his or her submission of notice of resignation for the purposes of retirement, shall, upon the effective date of such resignation, receive 50% of his or her final salary for one half of his or her days of accumulated sick leave provided that the maximum payment to any individual shall not exceed \$20,000.

Upon termination because of abolition of position, a member shall receive an amount equal to his or her accumulated sick leave at current final salary on a per diem basis. In no event shall such payment exceed \$20,000. Such payment shall be made within 15 days of termination of such services.

2. Notice of retirement shall be in written form and shall be submitted to the Superintendent at least six months prior to the effective date of retirement.
3. In the event of the death of a member of the unit, his next of kin shall receive the value of the unused sick leave benefits as hereinbefore described with respect to retirement.

G. Health Examination

1. Each administrator shall undergo medical examination once each year. A statement certifying to the physical competency of said administrator shall be filed with the District and treated as classified and confidential.
2. Said examination shall be paid for by the District, provided that the official appointed District Physician performs the examination.

H. Vision Care

Beginning with the 2007-2008 year and continuing to June 30, 2011, the District shall reimburse each administrator up to \$175 for family vision care annually for costs incurred that are otherwise not covered by health insurance.

ARTICLE VI – ABSENCE AND SICK LEAVE

A. Sick Leave

1. All administrators shall be entitled to sick leave without loss of pay at the rate of one day per month, cumulative to 200 days, according to a schedule as follows:

<u>Term of Employment</u>	<u>Yearly Sick Leave</u>
Program Supervisors	10 days
All other administrators	12 days

The District agrees to accumulate (“Bank”) at the beginning of each school year, each administrator, the sick days allowed at the beginning of the school year. Administrators using sick days shall be charged from the “Bank”. Administrators whose services are terminated, and who leave the District prior to working the necessary months, shall have the necessary adjustments made in the final payment for use of unearned sick days.

2. Except as provided for in Article V, Paragraph F, the administrators’ accumulated sick days shall be utilized only for absences arising from illness or physical disability. Illness or physical disabilities resulting from pregnancy and/or delivery are to be treated as any other illness or disability.
3. The administrators shall, upon request of the Superintendent, submit a statement from the administrator’s physician as to status and expected duration of the claimed illness or physical disability. The Superintendent, in his or her discretion, may direct the physical examination of the administrator by the District’s physician at the District’s expense.
4. All administrators shall be notified with their first July check of their remaining accumulated days as of June 30th.

5. **Sick Leave Bank**

- a) A Sick Leave Bank shall be maintained by the Association for the use of administrators who are members and have used up their accumulated sick days. A Board of Governors, established by the Association, shall administer the Sick Leave Bank as per the by-laws.
- b) Any administrator who contributes one day of his accumulated sick leave shall be a member of the sick leave bank. Contributions shall be made at the beginning of each school year, on a form to be provided by the District. Contributions are not mandatory but once made may not be withdrawn. Unused sick days in the bank at the end of the year shall be carried over to the following year.
- c) In the event that the administrator contributions to the bank are exhausted, the District shall contribute one matching day of each day contributed for the year.
- d) Administrators may withdraw days from the sick bank provided they are disability coverage and meet the criteria established by the Sick Leave Bank Board of Governors. The decisions of the Board of Governors shall be binding.
- e) The Superintendent or his designee shall be advised and consulted on the administration of the Sick Leave Bank to see that the spirit and intent of this article is not abused or violated.

B. Personal Leave

- 1. Personal leave without loss of pay shall not exceed two (2) days in the school year and shall be available to the administrators at their discretion, provided that such request is in writing to the Superintendent and is upon five (5) working days' notice. In the event that an administrator does not use one or both personal days, such days shall be added to the administrator's cumulative sick days.
- 2. The Superintendent, at his sole discretion, may, upon request, grant personal leave without loss of pay to any administrator, if the reasons wherefore shall seem to the Superintendent good and sufficient.

3. Administrators shall be paid full salary while serving on jury duty. All fees received while serving on jury duty shall be reimbursed to the School District.
4. For absences not covered by any of the above provisions or other policies of the District, deductions from pay shall be made at the per diem rate of the administrator's salary. (See Appendix A).

C. Child Care Leave

Policy Considerations: The parties to this agreement and the concerned administrator recognize that pregnancy, birth, and the rearing of a child is not analogous to any other situation for which short or long term leave might be an issue. The reasons for which an administrator may request such a long-term leave of absence are for reasons other than for physical impairment or disability. Such long-term leave is taken for familial reasons, i.e., so that the mother or father may be with her/his child during the early period of his or her life. The Board and the Superintendent must, of necessity be able to plan, manage and schedule the operations of the District. For all of the above stated reasons, the following is agreed upon between the parties and the individual concerned members of the unit:

Implementation: Upon the recommendation of the Superintendent, the Board, in its discretion, may grant long-term child care leave without pay. The administrator will notify the Superintendent of his/her leave request sixty (60) days prior to the date of his/her leave period is requested to begin. This request is to be in written form. The maximum permitted term of this leave is the period remaining in the school year in which the leave is sought and the following school year. The administrator shall, at least sixty (60) days prior to the expiration of the child care leave period, tender to the Superintendent written notification of his/her intention to return to the District.

D. Long Term Leave

The Board in its discretion, may, in addition to long term child care leave, grant applications for long-term leave without pay. Such applications must be submitted to the Superintendent in written form sixty (60) days prior to the date such leave is requested to begin. The maximum permitted term of this leave is the period remaining in the school year in which the leave is sought and the following school year. While on any long term leave from the District, including long term child care leave, the administrator will not accrue seniority. Seniority accrued prior to the start of this period shall be maintained up to and until the expiration of the term of the requested leave. The administrator shall, at least sixty (60) days prior to the expiration of his or her long term leave period, tender to the Superintendent written notification of his or her intention to return to the District.

ARTICLE VII - EDUCATIONAL POLICIES

- A. The Superintendent will consult and ask the Association to make recommendations in regard to revisions of educational policy under consideration by the Board whenever feasible.
- B. Except as provided by this agreement, the Board and the Superintendent of Schools retain all rights vested in them by the laws of the State of New York to determine and administer the educational policy of the Ossining Union Free School District including the right to properly discharge their duties and responsibilities to supervise and manage the schools under their jurisdiction.

ARTICLE VIII - PROFESSIONAL IMPROVEMENT

A. Professional Organization Participation

- 1. The Board shall encourage the professional growth of the administrators through their active participation in professional organizations by granting administrators reasonable time to fulfill their obligations to these organizations. Reasonable time shall be determined by the Superintendent.

- 2. **Conferences and Conventions:**

Administrators may be entitled to attend, at District expense, conferences or conventions upon approval of the Superintendent. All requests shall be made in writing at least one month prior to the conference or convention.

- 3. **Membership Dues - Professional Organization**

Upon proper receipt, the District shall reimburse the administrator up to \$200 per year for annual membership in professional organizations. The organization must be pre-approved by the Deputy Superintendent

ARTICLE IX - GRIEVANCE PROCEDURES

A. Definitions

- 1. A "grievance" is a claim by an administrator or administrators that they have been adversely affected by a violation of the terms of this Agreement.
- 2. An "aggrieved person" is the administrator making the claim.

3. A "party in interest" is the "aggrieved person" or any administrator or other person who might be involved in action taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to the disputes, which may arise over matters defined in Section A, Paragraph 1, as rapidly as possible.

C. Procedures

Level I

1. An aggrieved person will first present his or her grievance in writing, to the Superintendent, within fifteen (15) days of the event causing such grievance or 15 days from when that person should have been aware of such grievance. The Superintendent will discuss this grievance directly with the grievance and/or with the Association's representative. The Superintendent shall inform the grievance of his or her decision fourteen (14) school days after the grievance is presented. If the event, which gave rise to the grievance occurred during the summer recess, the presentation of the grievance shall occur within fifteen (15) days from the beginning of the next school year.
2. Copies of all written communications of the parties shall be sent to the President of the Association.

Level II

1. If the aggrieved party is not satisfied with the decision at Level I, or if no written decision has been rendered within fourteen (14) school days after the meeting, the aggrieved party and the Association representative may, within fourteen (14) school days after the meeting on Level I, request a Board Review Committee meeting to hear the matter within fifteen (15) school days after receiving the written grievance, and the Level I decision thereon.
2. The Board Review Committee shall meet with the parties in interest and the Association representative for the purpose of seeking a mutually satisfactory solution. The parties in interest shall submit a statement of their case in writing at least three (3) school days prior to such meeting. The parties in interest may appear in person and be heard at such meeting.

An electronic recording of this meeting shall be made and a copy of the tape shall be submitted to the Association President. The Board Review Committee shall render a decision accompanied by a written report explaining its decision within fifteen (15) school days to the parties in interest and a copy of the Association President.

Level III

1. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within 20 school days after the grievance was presented to the Board Review Committee, he or she may, within ten (10) school days, after receipt of a decision by the Board Review Committee or thirty (30) school days after the grievance was referred to the Board Review Committee, whichever is sooner, request in writing, that Association to submit his or her grievance to arbitration. If the Association determines that the grievance is valid, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved person, and at the same time shall notify the Board that it has submitted the grievance to arbitration.
2. The parties agree that they will mutually select an arbitrator from the list maintained by the American Arbitration Association. Such mutual selection will be in accordance with the rules of the American Arbitration Association then in effect.
3. The arbitrator shall confer with representatives of the District and the Association and hold hearings promptly, and shall issue his or her decision not later than ten (10) days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him or her, all in accordance with the rules of the American Arbitration Association then in effect. The arbitrator's decision shall set forth his or her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decisions which required the commission of an act prohibited by law or which violates the terms of this agreement or validly existing rules or regulations of the board. The decision of the arbitrator shall be submitted to the District and the Association, and shall be considered advisory only and shall not be binding on the parties.
4. The cost for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, shall be borne equally by the parties to this Agreement.

5. Rights of Administrators to Representation

- a) No reprisals of any kind shall be taken by the District or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
- b) Any party in interest may be represented at all stages of his or her grievance procedure by a person of his or her own choosing. When any administrator is not represented in the grievance by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Grievance Abatement

Failure to bring the grievance to the first step within fifteen (15) days of the occurrence, or within fifteen (15) days from when he or she should have been aware of such occurrence, or failure to proceed to the next step within the applicable time limits, shall be deemed a waiver of the grievance, and the grievance shall abate.

E. Miscellaneous

1. In the event a grievance is filed, which might not be finally resolved at Level III, under the time limits set forth herein by the end of the school year, and which if left unresolved until the beginning of the following school year would result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
2. Decisions rendered at Level I and Level II of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest and to the President of the Association. Decisions rendered at Level III shall be in accordance with the procedures set forth in Paragraph 3 of Level III.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and not be available without the permission of the aggrieved party, except in the case of a decision adverse to the grievant.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendation and other necessary documents shall be prepared and made available by the Superintendent with the cooperation of the Association so as to facilitate operation of the grievance procedure.

ARTICLE X - RELATIONS OF THE PARTIES DURING THE LIFE OF THE AGREEMENT

A. Meetings

It is contemplated that the terms and conditions of employment provided in this contract shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may arise from time to time of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings. Selecting representatives, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Negotiating Procedures

No later than January 15th, prior to the expiration of this or any successor agreement, the parties shall enter into good faith negotiations as to a successor agreement for the succeeding school year or years. If such an agreement is not concluded within 120 days prior to the end of the fiscal year of the district, either party may invoke the impasse procedures of the Public Employees Fair Employment Act for the purpose of resolving such impasse. At any time prior to the invocation of such impasse procedures, the parties may, by mutual consent, agree on a mutually acceptable mediator. In the event of such mediation by a private person, the cost shall be borne equally by the parties. The use of a private mediator, as described above, shall not prevent either party from invoking the impasse procedure of the Public Employees Fair Employment Act at any time within the 120 day period, prior to the end of the fiscal year of the District noted above.

C. Representatives in Negotiations

Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or without the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power

and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE XI - MISCELLANEOUS

A. Approval by the Board of Education

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.

B. Effect of Agreement

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written signed amendment of this agreement. Before the Board adopts a change in policy, which affects salaries, hours, or other conditions of employment of administrators which is not covered by the terms of this agreement and which was not a subject matter of negotiations between the parties in the formation of this agreement, the Board will notify the Association in writing of the change that it is proposing, the Association shall have the right, within five calendar days after receipt of such notice, to advise the Board of its desire to discuss and review such proposed change. In such event the Board shall not take final action on any such proposed change until it has consulted with the Association as to its view as to such proposal and given good faith consideration thereto.

C. Previous Practice Clause

No administrator shall, during the term of this agreement, be deprived by the Board of any privileges, benefits, emoluments, or immunities pertaining to his or her job which were in existence prior to the date of execution of this agreement. Any and all administrators covered by this agreement shall continue to enjoy, during the term of this agreement, any and all privileges, benefits, emoluments and immunities heretofore enjoyed by them, in connection with their respective jobs.

D. Individual Agreement

Any individual arrangement, agreement or contract between the District and an individual administrator, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this

or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

E. Conformity to Law-Saving Clause

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law or a national policy of wage and price controls, then such provision or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Duration of Agreement

This agreement shall be effective for a period commencing July 1, 2007 and continuing until June 30, 2011.

Dated: Ossining, New York

June 19, 2007

Negotiating Representatives for the
District

Negotiating Representatives for the
Association



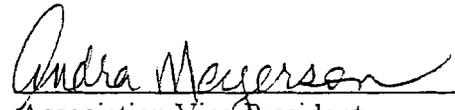
Dr. Robert J. Roelle, Superintendent



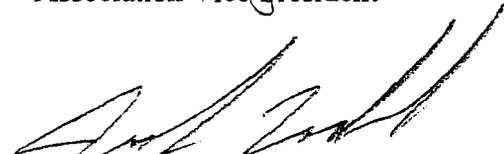
Association President



Ray Sanchez, Assistant Superintendent
of Elementary Education and Human Resources



Andra Meyerson
Association Vice-President



Negotiating Team Member

APPENDIX A

Salary and Related Items

1. The District may employ a newly hired administrator at any salary negotiated between the District and said individual employee.

2. Initial placement is based upon current salary in position. New administrators would negotiate entry salary with the District not to exceed top salary. Each year each administrator's salary and the top salary of the range would be increased by the negotiated across-the-board percentage. The across-the-board percentage increase (without the adjustment described below) will be 3.6% for the 2007-08 school year; 3.5% for the 2008-09 school year; and 3.4% for the 2009-10 school year and 3.3% for the 2010-11 school year.

Administrators, including new hires, will move to the top salary over seven years [1/7, 1/6, 1/5, 1/4, 1/3, 1/2 top]. The value of this annual movement is calculated by subtracting the difference between the administrator's salary (inclusive of percentage increase) in any given year from the top salary (inclusive of percentage increase) in that year and dividing the difference by the applicable fraction, i.e. 1/7, 1/6, 1/5, 1/4, 1/3, 1/2. This number is then added to the administrator's annual salary for that year.

The chart below references the top salary for each administrative position for the years 2007-2008, 2008-2009, 2009-2010 and 2010-2011.

Position	2007-2008	2008-2009	2009-2010	2010-2011
High School Principal	\$178,553	\$184,802	\$191,085	\$197,391
Middle School Principal	\$167,033	\$172,879	\$178,757	\$184,656
Elementary School Principals, Associate Principal, Directors of Elementary Literacy and ESL, Technology, Health, Physical Education and Athletics, Pupil Personnel Services	\$155,514	\$160,957	\$166,429	\$171,922
Assistant Principals, Directors of Cultural Arts, Mathematics and Science, Social Studies	\$143,994	\$149,033	\$154,101	\$159,186
Assistant Directors	\$138,233	\$143,071	\$147,936	\$152,818

3. Merit Plan

The District shall provide a merit payment to eligible administrators. To be eligible for this merit payment, an individual must be employed as an administrator by the Ossining Union Free School District for a period of ten consecutive school years. An evaluation for the purposes of determining eligibility for this payment shall take place during the tenth year of service and every year thereafter. A lump sum payment of \$2,000 shall be made to the individual no later than October 1 of the year following the evaluation year based upon the approval of the Superintendent.

The evaluation form and procedure shall be solely at the discretion of the Superintendent and the Board of Education. The District shall not be required to consult with the Association regarding the form or evaluation of individual administrators.

4. Doctoral Stipend

Upon receipt of the Doctorate degree from a State approved program, and evidence therein, \$2,000 shall be added to the salary of the tenured administrator receiving the Doctorate. For all new administrators, the Doctorate stipend shall be added to the salary upon commencement of the fourth year of employment in the District.

5. Per Diem formula for 12 month employees shall be $1/240$. Per Diem formula for program supervisors shall be $1/200$. This formula shall be used to cover additions or subtractions not covered by this agreement and to make salary adjustments in reference to per diem adjustments noted in this contract.

APPENDIX B

DUES DEDUCTION

The Board shall deduct from the salary of each member of the Association, who so authorizes in writing, dues for membership in any or all of the following organizations: Ossining Association of Administrators and Supervisors, New York State Federation of School Administrators, National Association of Secondary School Principals and the National Association of Elementary School Principals. Dues so deducted shall be transmitted to the Treasurer of Ossining Association of Administrators and Supervisors following each payroll period. Dues deductions shall commence on the first pay day in November and continue for nine additional pay periods thereafter. If a member joins any of these organizations after deductions commence, 1/10 of the total amount to be deducted shall be deducted for each pay period missed so that the members' remaining deductions coincide with that of the others in the Association. In no event shall dues deductions be made after the 10th successive pay period.

APPENDIX C

SUMMER SCHOOL ASSIGNMENTS AND SALARY

1. Secondary Summer School Programs and Summer Elementary Reading Program

Whenever the District operates summer school programs in the secondary or in the elementary schools, the principal for each of these programs shall come from a pool of certified administrators: assistant principals, directors, assistant directors.
2. The Association will make every reasonable effort to assist the District in recruiting one of its members to serve as a summer school principal for each of the major summer school programs which are not otherwise filled as defined above. The Association will seek such members who are qualified to serve in such capacity based upon background and experience. The Association and the District will collaborate in the spring preceding the summer program(s) to define the potential vacancies.
3. In the event no OAAS member seeks to fill the position(s) of summer school administrator, the position will be posted for application by administratively certified OTA members. Compensation will be as per the Summer School Salary Schedule.
4. In the event that vacancies exist after the pool is exhausted, certified administrators will be assigned to summer school responsibilities. Seniority will be a factor in the selection process. Selection will be agreed upon by the Superintendent of Schools and the President of OAAS.
5. It is recognized that the summer school programs for administrators will extend beyond the days allocated for staff and students. It is further recognized that the "summer school day" is not a full day compared to the regular school year, nor are the responsibilities the same. Therefore it is agreed that any twelve month administrator employed as a summer school administrator shall have her/his annual vacation entitlement reduced by 10 days and be paid the salary compensation.
6. Ten month administrators employed as a summer school principal shall be paid in accordance with the adopted salary schedule without reference to loss of vacation days.
7. In the event that the administrator is asked to supervise the Extended Year Programs beyond the scope of the general education summer program day, the following compensation will be provided:

Vacation time allocation returned to administrator at the rate of ½ day for every 4 hours worked, not to exceed ten (10) days.

8. Summer School Salary Schedule.

SUPPLEMENTAL CONTRACT FOR SUMMER, AFTER SCHOOL AND
EXTENDED DAY PROGRAMS

PRINCIPALS

STEP	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
1	\$5,835	\$6,045	\$6,257	\$6,469	\$6,683
2	\$6,365	\$6,594	\$6,825	\$7,057	\$7,290
3	\$6,896	\$7,144	\$7,394	\$7,646	\$7,898
4	\$7,426	\$7,693	\$7,963	\$8,233	\$8,505

ASSISTANT PRINCIPALS

STEP	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
1	\$4,668	\$4,836	\$5,005	\$5,175	\$5,346
2	\$5,092	\$5,275	\$5,460	\$5,646	\$5,832
3	\$5,517	\$5,716	\$5,916	\$6,117	\$6,319
4	\$5,941	\$6,155	\$6,370	\$6,587	\$6,804

HEROES

2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
\$21,000	\$21,756	\$22,517	\$23,283	\$24,051

DRIVERS EDUCATION

2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
\$3,200	\$3,315	\$3,431	\$3,548	\$3,665

