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Union: Rondout Valley Administrators Association

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PROFESSIONAL AGREEMENT

BETWEEN

THE RONDOUT VALLEY ADMINISTRATORS ASSOCIATION

AND

THE BOARD OF EDUCATION
OF THE RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

AT ACCORD
COUNTY OF ULSTER
STATE OF NEW YORK

2002-2006

RECEIVED

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PREAMBLE

In order to effectuate the provision of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Rondout Valley Central School Board of Education (hereinafter referred to as the "Board") and its administrators represented by the Rondout Valley Administrators Association (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the Rondout Valley Central School District (hereinafter referred to as the "District"), so that the cause of public education may best be served,

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE _____ day of May 2003

by and between the Board and the Association.

ARTICLE I
RECOGNITION

The Board, having determined that the Association is supported by a majority of the administrators' unit composed of principals and assistant principals, nurse practitioner and CSE chairpersons, hereby recognizes the Association as the exclusive negotiating agent of the individuals in such unit. Such recognition shall extend for the maximum period allowed by law.

The Board agrees not to negotiate with any administrative organization other than this Association for the duration of this agreement.

ARTICLE II
NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement 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 of vital mutual concern to the parties may from time to time arise which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties to this document commit themselves to such mutual discussion and agree to develop and expand existing forums for such discussion.
MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE RONDOUT VALLEY CENTRAL SCHOOL DISTRICT, hereinafter "the District" and THE RONDOUT VALLEY ADMINISTRATORS' ASSOCIATION, hereinafter "the Association";

WHEREBY, the District and the Association agree to revive and incorporate the provisions of the 1996-2002 Agreement between them into a new four year Collectively Negotiated Agreement effective July 1, 2002 and terminating on June 30, 2006, except as modified by the following provisions:

1. Article I - Modify the provision by adding the titles of Nurse Practitioner and CSE Chairperson to the recognition clause.

2. Article XI(A)(1) - Replace the provision with the following:

   "Effective July 1, 2002, the District shall pay 95% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. Effective July 1, 2003, the District shall pay 92.5% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO or any District-sponsored HMO. Employee premium contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District’s contribution to HMO premiums for individual and family coverage shall not exceed the cost of individual or family premiums as provided for in the DEHIC Alternate PPO Plan."

3. Article XI(C) - Replace the provision with the following:

   "In lieu of receiving a contribution toward dental insurance, employees will be allowed to participate in the RVF Benefit Trust Fund. The District will contribute the same amount toward the Benefit Trust Fund for each administrator that it contributes for each full-time teacher."

4. Article XV(B) - Delete the provision.

5. Article IV(B) - Replace the provision with the following:

   "An administrator shall work a twelve (12) month work year. Each administrator shall receive twenty-five (25) days of vacation each year and may accumulate a bank of fifty (50) days. Effective June 30, 2003, each..."
administrator may accumulate a bank of fifty-five (55) days. Effective June 30, 2004, each administrator may accumulate a bank of sixty (60) days.

An administrator may “carry-over” no more than ten (10) days per year of unused vacation days to be distributed under the following options:

A. Bank up to a maximum of ten (10) days;
B. Carry five (5) days into the following school year;
C. Effective in the 2002-03 school year and subsequent years, receive per diem pay for up to five (5) vacation days per school year;
D. A combination of the above categories (bank, carry-over or cash-out) not to exceed the ten [10] days carry-over allowance, or the allocation in each category.

An administrator may not use more than five vacation days each year on days when school is in session. All vacation days shall be approved by the Superintendent, which approval shall not be unreasonably withheld. The Superintendent has the discretion to allow an administrator to use more than five days in a year when school is in session. The time shall not be cancelled unless emergency conditions arise.

Administrators with ten (10) or more years of employment in the District at the time of resignation shall receive payment for accumulated vacation days at the current per diem rate. Administrators with five (5) years and less than ten (10) years of employment in the District at the time of resignation shall receive fifty percent (50%) of the current per diem salary.

Upon death in service, the designated beneficiary of the administrator will receive 100% of the value of all unused days.”

6. Article VII(C) - Add the following to the provision:

“Teachers from within the District who accept an administrative unit position will carry with them all sick days previously accumulated.”

7. Article VII(D) - Replace the provision with the following:

“The Board of Education agrees to grant up to 140 days of sick leave to an administrator who has exhausted all of his accumulated sick leave as a result of prolonged and continuing illness as verified by a medical doctor. The District has the right to request additional medical information from the administrator’s doctor as well as the right to request that the District and the administrator mutually agree to a doctor to provide an opinion as to whether the administrator is eligible to receive days from the sick bank. In the event
that the parties can not mutually agree to a physician, the District physician
will be utilized.”

8. Article XI(A)(3) - Modify the provision by increasing the buy-out from $1,800 to $2,000, effective in the 2002-03 school year.

9. Article XIV(B) - Modify the provision by increasing the maximum pay for unused sick days to $15,000. Also, modify the provision by reducing the notice of resignation from two years to one year.

10. Article XIV(C) - Modify the provision by reducing the notice from two years to one year and increasing the payment to $15,000.

11. Appendix “B” - Replace first paragraph of the provision with the following:

“All salary schedules will be increased by 3.25%, effective July 1, 2002; 3.25%, effective July 1, 2003; 3.25%, effective July 1, 2004; and 3.75%, effective July 1, 2005. In addition, unit member Raymond Palmer will be placed on the High School Principal’s salary schedule, effective July 1, 2003. In addition, effective July 1, 2002, the District will provide a stipend of $1,000 to each member who is granted tenure in the District as an administrator. This stipend will increase by $500, effective July 1, 2003 and an additional $500, effective July 1, 2004. The tenure stipends are annual payments that will be made to those who have and are granted tenure.”

12. Appendix “B” [New] - Add the following provision:

“Longevity will be provided to unit members based upon years of service in a position that is recognized as part of the Rondout Valley Administrators’ Association. Effective July 1, 2002, a longevity payment of $1,000 will be provided during the 7th year of service in this unit. Effective July 1, 2003, a longevity of $1,000 will be provided during the 14th year of service in this unit; and effective July 1, 2004, a longevity of $1,000 will be provided during the 20th year of service in this unit. These longevities are cumulative and will be paid annually.

SO AGREED, this 22nd day of July, 2002, subject to ratification by the parties’ respective constituencies as recommended by their negotiating teams.

THE DISTRICT

BY: [Signature]
DATE: 10/29/02

THE ASSOCIATION

BY: [Signature]
DATE: 10/25/02
RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

MEMO

Date: October 3, 2002

To: Ray Palmer, President
Rondout Valley Administrator's Assoc.

From: Dennis T. Geisler
Asst. Supt. Finance

Re: Nurse Practitioner - Additional Duties

A. The Nurse Practitioner shall provide medical coverage at District "home" athletic events for all such events that are scheduled to start prior to 5:00 pm on regularly scheduled school days. The Nurse Practitioner shall receive no additional compensation for these contests.

B. For athletic events scheduled to start after 5:00 pm or on days other than regularly scheduled school days or at a "home location" other than on the campus when the Nurse Practitioner is requested by the Superintendent or Superintendent's Designee to provide medical coverage, the Nurse Practitioner shall be compensated at the following scale:

- Varsity level contests - $125.00 per contest
- Junior Varsity contest - $100.00 per contest
- Modified contest - $100.00 per contest

C. The Nurse Practitioner shall serve as the District's liaison in regard to health related mandates.

Director of Finance
10/29/02

Marvin O. Miller, Ed.D.
Superintendent of Schools
10/29/02
ARTICLE III

GRIEVANCE PROCEDURES

A. Since the establishment and maintenance of a harmonious and co-operative relationship between the Board and its administrators is essential to the operation of the District, it is the purpose of this procedure to secure, at the earliest possible level, equitable solutions to alleged grievances of administrators. These procedures are presented to avoid the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. 1. A grievance shall mean a claim by any person or group of persons in the administrators negotiating unit based upon any event or condition affecting his welfare and/or terms and conditions of employment.

2. Aggrieved party shall mean any person or group of persons in the administrators negotiating unit who files a grievance.

3. Grievance Committee shall be the committee created and constituted by the Association to consider grievances filed by a member of the unit.

C. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the contract provision allegedly violated, and a general statement of the nature of the grievance and the redress sought.

D. A grievance shall be deemed waived unless it is submitted within 30 working days after the aggrieved party knew or should have known of the events or conditions on which it is based and, in no event, no later than five days after the end of the school year. Grievances occurring during the summer may be filed within five working days after the opening of school. Continuing alleged violations of this Agreement may be grieved at any time, provided, however, that any redress sought may not be retroactive prior to the date the grievance was filed.

E. The District and the Association will facilitate any investigation which may be required and make available any and all material and relevant documents, communications, and records concerning the grievance.
F. Any aggrieved party, as defined in this article, may choose to have a representative of the Association with him or acting on his behalf at each level of the grievance procedure.

G. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

H. Grievance Steps:

1. **Stage I.** The grievance shall be presented in writing to the Superintendent who shall hold a hearing within five working days of the submission of the grievance and render a written decision within five working days thereafter.

2. **Stage II.** Within ten working days of the disposition of the grievance I, the Association may request the Board to schedule a further hearing with respect to the grievance or may file with the Superintendent and the American Arbitration Association a Demand for Arbitration. If the Board agrees to hold a further hearing, the hearing, before the Board or a committee thereof, shall be held within ten working days of the submission of the request therefore. The written decision of the Board shall be rendered within five working days of the hearing. In the event the decision of the Board does not resolve the grievance or if the Board declines to schedule the hearing, the Association may demand arbitration of the grievance by filing a Demand for Arbitration with the Superintendent and the American Arbitration Association within ten working days of the date of the Board's decision or the date when the Board declined to schedule a further hearing.

I. Arbitration:

1. Following the submission of the Demand for Arbitration to the Superintendent, the parties shall select an arbitrator from the panel of arbitrators of the American Arbitration Association.

2. All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

4. The cost of the services of the arbitrator will be divided equally between the Board and the Association.
ARTICLE IV
WORKING HOURS

Work Year

A. An administrator shall not be bound by clock hours or calendar dates. As a professional, the administrator recognizes that an administrator is on duty at all times and will schedule administrative activities on a "work to be done" basis.

B. An administrator shall work a twelve (12) month work year. Each administrator shall receive twenty-five (25) days of vacation each year and may accumulate a bank of fifty (50) days. Effective June 30, 2003, each administrator may accumulate a bank of fifty-five (55) days. Effective June 30, 2004, each administrator may accumulate a bank of sixty (60) days.

An administrator may "carry-over" no more than ten (10) days per year of unused vacation days to be distributed under the following options:

A. Bank up to a maximum of ten (10) days;
B. Carry five (5) days into the following school year;
C. Effective in the 2002-03 school year and subsequent years, receive per diem pay for up to five (5) vacation days per school year;
D. A combination of the above categories (bank, carry-over or cash-out) not to exceed the ten (10) days carry-over allowance, or the allocation in each category.

An administrator may not use more than five vacation days each year on days when school is in session. All vacation days shall be approved by the Superintendent, which approval shall not be unreasonably withheld. The Superintendent has the discretion to allow an administrator to use more than five days in a year when school is in session. The time shall not be cancelled unless emergency conditions arise.

Administrators with ten (10) or more years of employment in the District at the time of resignation shall receive payment for accumulated vacation days at the current per diem rate. Administrators with five (5) years and less than ten (10) years of employment in the District at the time of resignation shall receive fifty percent (50%) of the current per diem salary.

Upon death in service, the designated beneficiary of the administrator will receive 100% of the value of all unused days.

C. Administrators shall receive the following holidays:

In addition, administrators shall receive the following holidays, if no students or staff attend:

Good Friday, Yom Kippur, Rosh Hashanah, Christmas Eve Day

ARTICLE V

IN VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The parties agree that involuntary transfers or reassignments will be made only when necessary and in the best interests of the school system. Notice of an involuntary transfer or reassignment shall be given to the administrator as soon as possible.

B. An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Superintendent, at which time the administrator will be notified of the reasons for the transfer. These reasons shall be based on sound educational judgment. In the event that an administrator objects to the transfer or reassignment, he may request the Association to arrange a meeting of the administrator, the Association’s representative and the Superintendent to discuss the matter. The Association shall arrange such a meeting within ten school days after the administrator's meeting with the Superintendent.

C. In the event that an involuntary transfer is necessary, the transferred administrator shall continue to receive no less than the salary he was scheduled to receive before transfer. This policy shall continue in effect until the salary scheduled for the new position will give him an equivalent or higher salary.

D. In the event of a voluntary transfer, salary questions will be resolved through individual negotiations.

ARTICLE VI

VACANCIES AND PROMOTIONS

All vacancies in administrative positions shall be discussed in an administrative council meeting prior to posting in school buildings. In the event that a vacancy occurs during the summer months, notices will be sent to each administrator.
ARTICLE VII

SICK LEAVE BENEFITS

A. A full time administrator shall be entitled to twenty-two (22) days of sick leave annually.

B. There shall be no limit on accumulation of sick leave for administrators in the District.

C. Administrators joining the system after June 30, 1965, are entitled to transfer up to fifty (50) days of sick leave from the last system in which they were employed. Forms requesting transfer of such sick leave shall be available in the District Office and they must be certified by the previous employer to the Rondout Valley Central School District. Teachers from within the District who accept an administrative unit position will carry with them all sick days previously accumulated.

D. Sick Bank:

The Board of Education agrees to grant up to 140 days of sick leave to an administrator who has exhausted all of his accumulated sick leave as a result of prolonged and continuing illness as verified by a medical doctor. The District has the right to request additional medical information from the administrator’s doctor as well as the right to request that the District and the administrator mutually agree to a doctor to provide an opinion as to whether the administrator is eligible to receive days from the sick bank. In the event that the parties can not mutually agree to a physician, the District physician will be utilized.

ARTICLE VIII

TAX-SHELTERED ANNUITY PLAN

A payroll deduction plan shall be maintained in the District, which will allow administrators to participate in the tax-sheltered annuity program, as allowed by law and by District policy.
ARTICLE IX
LEAVES OF ABSENCE

A. Family Illness:

1. Each administrator shall be entitled to utilize a maximum of ten (10) days of family illness leave per year in the event of a serious illness in the immediate family and the first five (5) days of such leave shall not be charged to personal accruals. Days taken beyond five (5) shall be taken from each administrator's personal sick time. Immediate family shall be defined in the same manner as bereavement leave.

B. Personal Business:

1. Each administrator shall be entitled to four (4) days of personal business leave each year. Such requests must be made, in writing, to the Superintendent at least three (3) days in advance of the day requested.

2. No such requests shall be granted on days preceding or following a holiday or vacation period except as cleared by the Superintendent.

3. Requests for personal business leave which are submitted less than three (3) days in advance shall be granted at the discretion of the Superintendent.

4. Business leave days may not be accumulated.

C. Bereavement:

An administrator shall be granted leave without charge to other leave credits in the event of death in the administrator's immediate family, up to a maximum of five days in any one calendar year. As used in the section, "immediate family" shall be defined as the administrator's spouse, child, stepchild, parent, grandparent, sibling or parent-in-law or significant other residing in the employee's household.

D. Education Leave:

1. All full-time administrators in the District shall be entitled to education leave without pay.

2. An applicant must request such leave in writing to the Superintendent prior to April 15 preceding the school year in which he intends to study.
3. Written notice must be filed with the Superintendent, by March 15 of the leave year, of the administrator's intention to return to his duties in the District by August 1 following.

4. Return to an administrative position in the District is guaranteed by the Board.

5. Return to the exact position vacated is at the discretion of the Superintendent and Board; however, every effort shall be made to return a person to the same position held before the leave of absence.

6. A year of study shall not qualify an administrator for an additional step increment.

7. Any administrator granted a leave, who during such leave accepts any full-time employment not stated in the application for such leave or otherwise approved by the Superintendent, shall be deemed to have resigned. However, part time employment shall be accepted.

8. Any administrator granted such leave may continue group health and accident insurance plans by making arrangements with the Superintendent to pay the entire cost himself in advance of each quarterly period.

E. Military:

Military leave shall be granted to any administrator as provided by Section 243 of Military Law.

ARTICLE X

PERSONAL INJURY BENEFITS

A. Whenever an administrator is absent from his employment and unable to perform his duties as a result of personal injury occurring in the course of his employment and he receives workmen's compensation payments for such absence, he shall be paid his full salary during his absence from his employment up to a period equal to his sick leave accumulation less the amount of any disability award resulting from compensation, retirement, or social security. No part of his absence will be charged to his annual or accumulated sick leave except as he has exhausted his personal injury benefits.

B. The District shall reimburse administrators for reasonable costs of replacing or repairing dentures, eye-glasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed, or lost as a result
of any injury sustained in the discharge of his duties within the scope of his employment.

C. The District will reimburse administrators for the reasonable cost of any clothing or other personal property damaged or destroyed while the administrator was acting in the discharge of his duties within the scope of his employment or while the administrator was disciplining or restraining a student or students. In addition, items damaged or destroyed through student action will be covered under this Article.

ARTICLE XI

INSURANCE PROVISIONS

A. HEALTH INSURANCE

1. Effective July 1, 2002, the District shall pay 95% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. Effective July 1, 2003, the District shall pay 92.5% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO or any District-sponsored HMO. Employee premium contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of individual or family premiums as provided for in the DEHIC Alternate PPO Plan.

2. On or before April 1 of each year existing unit members shall inform the District of their desire to opt out of the District's Health Plan effective the following July 1. In return for opting out, the unit member shall receive a payment of $1,000 (family coverage) or $500 (individual coverage) on the following December 1 from the District. If the employee remains out of District coverage, an additional $1,000 (family coverage) or $500 (individual coverage) shall be paid the following June 1. In no event shall the total amount for the 'buy out' exceed $2,000 (family coverage) or $1,000 (individual coverage). (However, these provisions shall not apply to any unit member whose spouse is enrolled in any District-sponsored health insurance plan and neither spouse shall be entitled to this 'buy out' option).

3. To be entitled to the above referenced payment, the Unit Member must produce proof of health insurance coverage from another source at the time of application on April 1. Any Unit member who elects the “buy out” option must remain off the District's health insurance coverage for the duration of the insurance contract year except when, a) the spouse of an employee loses coverage through divorce or separation: b) the spouse furnishing health insurance dies, c) loss of health insurance coverage occurs due to termination of employment of spouse. Voluntary re-application
for District health insurance coverage must be made 60 days prior to the expiration of the insurance contract year.

4. If early re-entry to District health insurance coverage is made, repayment of the "buy out" shall be made by the Unit member on a pro-rated basis of 1/12 of $2,000 (family coverage) or 1/12 of $1,000 (individual coverage) for each month applicable up to twelve months until the "buy out" total is repaid. If the employee ceases working before the full $2,000 or $1,000 has been repaid, the remaining obligation will be deducted by the District from any termination or retirement benefits due to the employee.

5. If both spouses are employed by the District, they shall be entitled to only one health insurance coverage. The spouses shall be entitled to one health insurance buy-out of $2,000.00 payable in the same manner as described in Article XI(A)(2) above, should they opt for a family coverage. Should the spouses insuring the family cease to remain entitled to coverage, the ineligible spouse shall become immediately entitled to readmittance into the District's program for family coverage, where applicable, making a pro-rated reimbursement of buy-out monies previously paid by the District, where applicable.

6. An administrator who submits a resignation for the purpose of retirement and receives benefits from the New York State Teachers Retirement System shall be entitled to individual or family coverage, as appropriate, under the District Plan then in effect for the teaching and administrative staff if the administrator has been employed by the District for ten (10) years upon the effective date of the resignation for the purpose of retirement. Such health insurance coverage shall continue for the life of the retired administrator.

B. LIFE:

The Board of Education will purchase term life insurance for each member of the unit annually in the amount of $50,000 for full-time administrators. Such term insurance, paid by the District, will be reduced to $25,000 upon the retirement of the insured administrator from the District, with the District continuing this reduced term life insurance until the insured attains his 70th birthday.

C. DENTAL:

In lieu of receiving a contribution toward dental insurance, employees will be allowed to participate in the RVF Benefit Trust Fund. The District will contribute the same amount toward the Benefit Trust Fund for each administrator that it contributes for each full-time teacher.
ARTICLE XII
RETIREMENT PAYMENTS

All payments made by the Board to the New York State Teachers Retirement System on behalf of each member of the administrative staff shall be continued at no less than the present rate of payment as provided by law.

ARTICLE XIII
DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its administrators the dues for membership to professional organizations as such administrator individually and voluntarily authorizes. The District will transmit such monies promptly to the designated associations. Administrators' authorizations shall be in writing in the form set forth in Appendix A.

B. Each of the associations named in Section A of the Article shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days prior notice to the effective date of such change.

C. Deductions referred to in Section A of this Article shall be made in the following manner:

1. The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in four (4) installments beginning with the second pay period.

2. No later than two (2) weeks prior to the second scheduled pay check, the association shall provide the Board with the original signed dues authorization forms of those employees who have voluntarily authorized the Board to deduct dues for the associations named in Section A of this Article.

D. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored.

E. The Board shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to each organization for which the deductions have
been made. The final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

F. An employee may withdraw his authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

ARTICLE XIV

RETIREMENT OR TERMINATION BENEFITS

A. Health Insurance:

See Article XI, Section A-5.

B. Accumulated Sick Leave:

Upon retirement from the District, at age 55 or later, a full-time administrator shall be paid for all unused sick leave days up to a maximum of $15,000. No sick bank days shall be included in the computation of termination pay. To be eligible for this benefit the administrator must submit an irrevocable letter of resignation one (1) year prior to the date of resignation for the purpose of retirement.

C. Early retirement Incentive:

The District agrees to pay a termination benefit for early submitted retirement resignations as follows:

I. If an administrator submits his resignation for acceptance by the Board one (1) year in advance of retirement and prior to his 59th birthday, the District will pay a $15,000 termination bonus at the time of retirement.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, also agree that negotiations shall not be reopened on any item during the life of this Agreement.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
C. Any individual arrangement or contract between the Board and an individual administrator now in existence or reached during the duration of this Agreement shall be subject to and consistent with the terms of this Agreement.

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

E. Copies of this Agreement shall be printed at the expense of the Board and given to all administrators now employed or hereafter employed by the Board, as soon as possible, but no later than three (3) weeks after final agreement is reached.

F. A committee shall be established within the Association to supervise the administration of this Agreement.

ARTICLE XVI

NURSE PRACTITIONER - ADDITIONAL DUTIES

A. The Nurse Practitioner shall provide medical coverage at District "home" athletic events for all such events that are scheduled to start prior to 5:00 p.m. on regularly scheduled school days. The Nurse Practitioner shall receive no additional compensation for these contests.

B. For Athletic events scheduled to start after 5:00 p.m. on days other than regularly scheduled school days or at a "home location" other than on the campus when the Nurse Practitioner is requested by the Superintendent or Superintendent's Designee to provide medical coverage, the Nurse Practitioner shall be compensated at the following scale:

- Varsity level contests: $125.00 per contest
- Junior Varsity contest: $100.00 per contest
- Modified contest: $100.00 per contest

C. The Nurse Practitioner shall serve as the District's liaison in regard to health related mandates.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2005.
IN WITNESS WHEREOF, the parties hereto, the Board of Education for the Rondout Valley Central School District, the President of the Rondout Valley Administrators Association, and the Superintendent of Schools for the Rondout Valley Central School District have hereunto affixed their names this ____ day of May, 2003.

By: Raymond Palmer, President
   Rondout Valley Administrators Association

By: Nancy Taylor, President
   Rondout Valley Board of Education

By: Marilyn O. Pirkle
   Superintendent of Schools
   Rondout Valley
APPENDIX A

PAYROLL DEDUCTION AUTHORIZATION

I hereby request and authorize the Rondout Valley Central School District to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Rondout Valley Administrators Association
Empire State Supervisors and Administrators Association
American Association of School Administrators
National Education Association
(Other) __________________________________________

Signature _______________________________ Date ________________
APPENDIX "B"

All salary schedules will be increased by 3.25%, effective July 1, 2002; 3.25%, effective July 1, 2003; 3.25%, effective July 1, 2004; and 3.75%, effective July 1, 2005. In addition, unit member Raymond Palmer will be placed on the High School Principal's salary schedule, effective July 1, 2003. In addition, effective July 1, 2002, the District will provide a stipend of $1,000 to be paid to each member who is granted tenure in the District as an administrator. This stipend will increase by $500, effective July 1, 2003 and an additional $500, effective July 1, 2004. The tenure stipends are annual payments that will be made to those who have and are granted tenure.

Longevity will be provided to unit members based upon years of service in a position that is recognized as part of the Rondout Valley Administrators' Association. Effective July 1, 2002, a longevity payment of $1,000 will be provided during the 7th year of service in this unit. Effective July 1, 2003, a longevity of $1,000 will be provided during the 14th year of service in this unit; and effective July 1, 2004, a longevity of $1,000 will be provided during the 20th year of service in this unit. These longevities are cumulative and will be paid annually.

In addition, any administrators who have served 25 or more years in the Rondout Valley School District shall be eligible for a $4,000.00 per year longevity increment beginning with the 1992/93 school year.
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# RONDOUT ADMINISTRATORS ASSOCIATION
## 2004-05 Salary Schedules

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