

# **Agreement**

**Between the Board of Education of  
The Blind Brook-Rye Union Free School District  
and The Association of Blind Brook Administrators**

**July 1, 2009 – June 30, 2012**

# AGREEMENT

This Agreement entered into as of the 21<sup>st</sup> day of April 2010 by and between the Board of Education of the Blind Brook-Rye Union Free School District (hereinafter called the “Board”) and the Association of Blind Brook Administrators (hereinafter called the “Association”).

## WITNESSETH

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

### Article 1 - Recognition

The Board hereby recognizes the Association as the exclusive representative of school administrators employed in the Blind Brook-Rye Union Free School District in the following titles: principal, assistant principal, director, and assistant director. All other titles are excluded.

### Article 2 – Work Year, Work Day

The work year shall be twelve (12) months, from July 1 to June 30. The work day shall accommodate student needs, staff requirements and community needs.

### Article 3 – Appointment, Salary and Tenure

A. Members of the bargaining unit shall be appointed by the Board of Education upon the recommendation of the Superintendent of Schools. They shall serve a three (3) year probationary period. Initial salary for member for the bargaining unit shall be determined by the Board of Education.

B. Upon receipt of tenure, Administrators shall receive the following amounts, which shall be added to base salary:

\$5,000.00 if the Administrator's salary is at or below \$138,441.00 per year

\$3,000.00 if the Administrator's salary is above \$138,441.00 per year.

The \$138,441.00 amount shall be for the 2009-2010 school year and shall thereafter be increased by the amount of the New York Northern-New Jersey CPI for the twelve (12) month period ending May of subsequent years.

C. Compensation shall be based upon performance levels per the model described in Article 6. There shall be four (4) levels of performance which have different levels of compensation attached to them.

Level 4: Distinguished = 6% increase to base salary

Level 3: Proficient = 4% increase to base salary

Level 2: Basic = 2% increase to base salary

Level 1: Unsatisfactory = 0% increase to base salary

D. The substantive decision of the Superintendent including the score given, made in accordance with the process, shall be final and not subject to the grievance procedure.

It is agreed that this performance based compensation model shall sunset on June 30, 2012 and have no further effect. Calculation of salaries for the 2012-2013 school year shall be subject to the next round of negotiations between the parties.

E. With the prior approval of the Superintendent of Schools, Administrators shall be compensated for overnight chaperoning. This presumes no eligible teachers or SRPs are seeking the positions.

F. Members of the bargaining unit attaining the “Proficient” performance level pursuant to Article 6, Section A of this Agreement shall receive a longevity increment of \$5,000.00 upon the completion of 7 continuous full years of service as an Administrator in the District. For the purpose of qualifying for the longevity increment, “continuous years” shall mean uninterrupted service. Leaves of absence approved by the Board of Education shall not constitute an interruption in service. However, any time spent on Board approved leaves of absence shall not count towards the 7 full years of service required to qualify for the longevity increment.

G. Upon the recommendation of the Superintendent of Schools, the Board, at its sole discretion, may appoint an Assistant Principal to the status of Associate Principal. Assistant Principals appointed to Associate Principal status shall receive an annual stipend of \$10,000.00. Appointments to Associate Principal status shall be one (1) year appointments. However, removal of the status of Associate Principal can occur at any time and the decision to remove the status of Associate Principal shall be made at the sole discretion of the Board, upon the recommendation of the Superintendent of Schools. Nothing herein shall require an Assistant Principal to accept appointment to the status of Associate Principal.

Only tenured Assistant Principals shall be eligible for appointment to the status of Associate Principal. In addition, only Assistant Principals attaining the “Distinguished” or “Proficient” performance levels pursuant to Article VI, Section A of this Agreement shall be

eligible for appointment to the status of Associate Principal. Associate Principals shall be responsible for completing duties in addition to their duties as Assistant Principals, as determined by the Superintendent of Schools, including but not limited to conducting special projects at the direction of the Superintendent of Schools.

#### Article 4 - Insurance

A. The Board will provide health insurance coverage for either an individual unit member or the individual unit member's eligible family members in the New York State Employee's Health Insurance and Major Medical Plan or an equivalent plan purchased by the Board of Education.

B. The Board shall pay that portion of the applicable premium remaining after the appropriate employee contribution noted hereafter which shall be paid through payroll deduction. Each Administrator shall contribute a percentage contribution equal to that provided for in the teachers' contract effective November 17, 2003.

C. Dental and vision coverage shall be offered to Administrators through the Blind Brook-Rye Federation of Teachers Welfare Fund.

D. The Board shall continue to provide the current IRS §125 flexible spending plan, to the extent permitted by law.

E. Eligibility for retiree health insurance for members of the bargaining unit shall be as follows:

1. Minimum fifty-five (55) years of age upon retirement into the New York State Teachers' Retirement System;

2. A minimum of twenty-five (25) years of service as an educator, including as a teacher, building or district administrator or, in the alternative, a minimum of fifteen (15) years of experience as a building administrator or district administrator of which five (5) years must be as an administrator for the Blind Brook-Rye Union Free School District;

3. For all employees hired before July 1, 2009, retiree contribution level toward applicable premium shall be as follows:

After 3 full years of Administrative Service in Blind Brook	50% Payment by Employee
After 4 full years of Administrative Service in Blind Brook	25% Payment by Employee
After 5 full years of Administrative Service in Blind Brook	Health insurance contribution equal to the amount paid during the last year of District service (which is a fixed dollar amount)

4. For all employees hired on or after July 1, 2009, retiree contribution level toward applicable premium shall be as follows:

After 7 full years of Administrative Service in Blind Brook	50% Payment by Employee
After 10 full years of Administrative Service in Blind Brook	25% Payment by Employee
After 12 full years of Administrative Service in Blind Brook	0% Payment by Employee

5. All members hired by the District prior to July 1, 2009 shall have a one-time option to choose to have the retiree contribution levels set forth in Article 4 Section E(4) above apply to them. The option to choose to have

the retirement contribution level provisions set forth in Section E(4) above apply to bargaining unit members hired prior to July 1, 2009 must be exercised by such bargaining unit members within thirty (30) calendar days of ratification of the contract by the Board of Education, in writing, to the Superintendent of Schools or his/her designee. The choice to exercise the option to have the provisions of Article 4 Section E(4) apply to bargaining unit members hired prior to July 1, 2009 as provided herein is final and cannot be reversed and/or revoked.

F. Association Members are eligible for the "Elective Plan" per Article XXII, Part B, Items 1, 2 and 3 of the Blind Brook-Rye Federation of Teachers CBA effective July 1, 2007.

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#### Article 5 - Vacation Days and Holidays

A. Each Administrator shall be entitled to thirty (30) vacation days per school year, effective July 1 of each school year. A maximum of fifteen (15) days may be carried over into the next fiscal year. Written approval shall be required from the Superintendent of Schools prior to the Administrator's use of vacation days.

B. Use of vacation days during the school holiday periods of Christmas/New Years, Winter Recess and Spring Recess shall be at the discretion of the Superintendent of Schools.

C. Administrators who separate from the District before June 30 shall have their accrued vacation days determined by a pro-rata formula, at 2.5 days earned per month. All current Association members whose accumulation of unused vacation days, as of June 20, 2006, exceed ten (10) days are "grandfathered" with that number of days for payment upon separation from service not to exceed twenty (20) days. For example, if an Administrator has twelve (12)

accumulated days, the Administrator shall be paid for those days upon separation from service, assuming the accumulated days have not subsequently been used as vacation days. Those Administrators with ten (10) or fewer unused accumulated vacation days as of June 20, 2006, shall be paid for up to ten (10) days of unused and accumulated vacation leave upon separation of service. Administrators hired July 1, 2006 and thereafter shall be paid for up to ten (10) days of unused and accumulated vacation leave at the time of separation of service. Payment for unused vacation days shall be at the Administrator's daily rate which will be computed at 1/240<sup>th</sup> of the Administrator's base annual salary.

D. The following holidays shall not be charged against the Administrator's vacation accruals. When any of these days occurs on a weekend day, the Administrator will have the previous Friday or subsequent Monday, at the discretion of the Superintendent, as the holiday:

Independence Day (July 4 <sup>th</sup> )	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Columbus Day	President's Day
Veterans' Day	Good Friday
Thanksgiving Day and day after Thanksgiving	Memorial Day
Christmas Day, Christmas Eve and the day after Christmas	Other single day holidays when school is not in session

#### Article 6 - Evaluation

A. The attainment of the performance levels shall be based upon the numerical rating from the District's current eight (8) page evaluation form, which incorporates seven (7) standards. Each of the four (4) descriptors {Distinguished, Proficient, Basic, Unsatisfactory} will be assigned its correspondent point value from 3 to 0 (zero) in each category. A total score of 18-



21 shall constitute Level 4, Distinguished; 13-17 Level 3, Proficient; 10-12 Level 2, Basic; 0-9 Level 1, Unsatisfactory.

B. Each Administrator will meet with his/her evaluator at least twice during the course of the school year. The first meeting shall occur by December 15<sup>th</sup> and the second meeting by March 15<sup>th</sup>. Any administrator whose performance is deemed “Basic” or below or in danger of receiving a “Basic” rating or below shall be given written notice of the concerns at these meetings as well as a written improvement plan setting forth what the Administrator must do to improve his/her performance.

C. Every effort will be made to provide Administrators with their final evaluations by June 1; however, no Administrator shall receive his/her evaluation later than June 30<sup>th</sup>.

D. Administrators who are not being asked to return for a second or third year or are being denied tenure will be notified no later than April 1. Administrators being denied tenure will receive notice at least ninety (90) days prior to the expiration of their probationary period.

Nothing herein will restrict the right of the District to notify an administrator that he or she will not be asked to return for a second or third year, or that he or she is being denied tenure, after April 1 should the administrator’s actions after April 1 merit a re-evaluation of the administrator’s performance, as determined by the Superintendent of Schools. Furthermore, nothing herein will restrict the right of the District to notify an administrator that he or she is being denied tenure less than ninety (90) days prior to the expiration of the administrator’s probationary period if the administrator’s actions after the ninety (90) day threshold merit a re-evaluation of the administrator’s performance, as determined by the Superintendent of Schools.

Nothing herein shall be deemed a waiver of any administrator's statutory rights to notice regarding the termination of his or her probationary period or the denial of tenure

E. Evaluation Protocols

1. Annual written evaluations will be conducted directly by the Superintendent of Schools for the following administrators:

- School Principals
- Director, Pupil Personnel Services
- Director of Curriculum and Instruction
- Director of Guidance
- Director of Health, Athletics and Physical Education.
- Director of Technology

2. Annual written evaluations will be conducted jointly by the Superintendent of Schools and immediate supervisors for the following administrators:

- Assistant Directors
- Secondary Assistant Principals
- Elementary Assistant Principals

Article 7 - Professional Development Incentive.

A. Administrators shall be permitted to attend conferences and workshops, as approved by the Superintendent of Schools.

B. Administrators shall be entitled to financial support, as set forth below, for doctoral study at approved institutions, as approved by the Superintendent of Schools. If approved, the financial support shall be up to 50% reimbursement for courses authorized in advance and up to a maximum of \$5,000.00 per year for each Administrator, with an annual maximum of \$15,000.00 for all members of the Association. Applications for the upcoming school year must be submitted by March 15 of the prior year. Administrators must maintain a minimum "B" grade and remain in good standing with the college and/or university to be eligible for the above reimbursement.

Article 8 - Sick, Personal and Bereavement Days

A. Each Administrator shall be allowed four (4) personal days per year for compelling personal business. All unused personal days shall be transferred to accumulated sick leave.

B. Each Administrator shall be allowed eighteen (18) days of sick leave per year, with no maximum accumulation.

C. Administrators may join the teachers' sick leave bank.

Article 9 - Tuition Rate for Children

The tuition rate for children of non-resident Administrators shall be the same as provided for between the Board and the Blind Brook-Rye Federation of Teachers.

## Article 10 - Mileage Reimbursement

Administrators shall be entitled to be reimbursed for use of their personal automobile in conducting School District business. Reimbursement shall be paid as calculated at the current IRS mileage rate approved by the Board.

## Article 11 - Grievance Procedure

The grievance procedure set forth below shall be subject to all limitations set forth in Article 3.

### A. Definition of Terms:

1. A "Grievance" shall mean a claimed violation of any express term of this Agreement.

2. A "Grievant" shall mean an employee or group of employees in the bargaining unit as defined in Article I of this Agreement, or the Association.

3. A "Day" shall mean any regular work day.

### B. Procedure:

Any affected employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The Superintendent of Schools shall hold a conference on the grievance within ten (10) days of receipt of the grievance. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent shall issue a written decision which shall be sent to the grievant and the Association.

LEVEL TWO: If the grievance is not resolved at Level One, the grievant may appeal the Board of Education within ten (10) days after receiving the determination made at Level Two. Within ten (10) days after receipt of this appeal, the Board or a committee thereof shall hold a conference. The grievant may be present at such conference. The grievant shall be entitled to three (3) days notice of such conference. Within fifteen (15) days after the conference, the Board shall issue a written grievance decision to the grievant and the Association.

LEVEL THREE: Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a Demand for Arbitration with the Superintendent of Schools and the American Arbitration Association. The selected arbitrator will have the authority only to decide if the contract has been violated and to provide a remedy for a violation. The arbitrator shall have no power or authority to order any remedy or to make any decision which is contrary to law or rules or regulations having the force and effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be final and binding upon the parties to the dispute. The costs for services of the arbitrator, including expenses, if any, will be borne solely by the losing party.

## MISCELLANEOUS

- A. Failure of the responsible representative of the District to respond within the time period provided by this Article shall allow immediate appeal to the next step.
- B. An employee grievant may be represented at all stages of the procedure by a representative of the Association.
- C. The Association has the right to be in attendance and to present its views at any and all employee grievance conferences.
- D. An appeal to arbitration may only be taken by the Association.
- E. A grievant has a right to be represented by the Association at the arbitration level.
- F. Any grievance that is not filed, or if filed, not presented at the next level, within the time limitations herein specified, shall be deemed waived.
- G. The time limitations herein specified may be extended only by written mutual agreement of the parties.
- H. The parties agree to make a reasonable effort to comply with requests of the other party to make available material and relevant documents concerning the alleged grievance which are dated not earlier than three (3) years prior to the date of the filing of the alleged grievance at Level One.
- I. No reference to or records of a grievance shall be placed in the grievant's personnel file.

Article 12 - Duration

This Agreement shall be effective as of July 1, 2009 and shall expire June 30, 2012.

Article 13 - Legislative Action Required

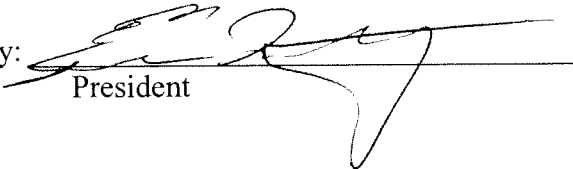
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

**IN WITNESS WHEREOF**, the parties hereto have executed this document the year and day first above written.

**Association of Blind Brook Administrators:**

By: \_\_\_\_\_

President

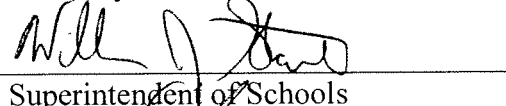


**Board of Education**

**Blind Brook-Rye UFSD**

By: \_\_\_\_\_

Superintendent of Schools



By: \_\_\_\_\_

President, Board of Education

