AGREEMENT

Agreement between THE GARDEN CITY UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, NEW YORK ("District") and the ASSOCIATION OF GARDEN CITY PUBLIC SCHOOL ADMINISTRATORS ("Association").

The Association and the District agree that the provisions of this Agreement shall be administered so as to comply with the Americans with Disabilities Act ("ADA") and any federal regulations and guidelines issued thereunder on a case by case basis.

ARTICLE I
RECOGNITION

1. The District recognizes the Association as the exclusive representative and negotiating agent on behalf of the occupants of the following administrators’ positions:

   Director of Technology
   Director of Pupil Personnel Services
   Director of Guidance
   Assistant Director of Pupil Personnel Services
   Principals
   Assistant Principals
   Athletic Director
   Curriculum Coordinators

2. The District holds the legal responsibility for determining the number of administrative positions, the titles of these positions, and for establishing policy to determine the nature of these assignments.

   In the event it is determined by the District to make organizational changes involving the creation of new positions or changes of job content of current positions which relate to work
taken or not taken by the District for the purpose of complying with the provisions of this Article.

ARTICLE IV

NEGOTIATION PROCEDURE

1. The District agrees to enter into negotiations with the Association over a successor Agreement not later than February 1 of the year in which this Agreement expires.

2. Negotiated agreements will be submitted to the Board and the Association in final form for signature. Upon ratification of the negotiated agreement by the Board and the Association, it shall become binding upon the Board, the District, the Association and their respective agents and employees.

3. The parties agree that during the course of negotiations, including impasse procedures, both parties will refrain from issuing public statements dealing with individual issues or individuals. The parties agree that the negotiations will be maintained at the highest ethical level.

ARTICLE V

PROMOTIONS, VACANCIES AND TRANSFERS

1. When an opening exists in an administrative position, a search shall be made for qualified applicants both within and outside the school system in order to insure that the best available person is selected.

2. Whenever it is possible and practical, appropriate administrators shall be invited to participate in the procedure involved in the employment of new administrators. This includes, but is not restricted to, such activities as screening applications, meeting candidates, and participating in the interviewing process. Participation will be advisory in nature and under the direction of
ARTICLE VII

ORGANIZATION AND STAFFING

Any administrator on tenure whose services are terminated because of reduction in staff or reorganization shall be given first consideration for any vacancy within the District for which he/she is certified and qualified. Any administrator offered an appointment hereunder is to have fifteen (15) days from the time of receipt of notification for acceptance or rejection of the offer. If requested to report for duty, he/she shall report not later than thirty (30) days from the date of such request. The administrator shall also be entitled to the benefits accrued at date of termination of services.

ARTICLE VIII

POLICIES AND REGULATIONS

1. Prior to the adoption of new or revised Personnel Policies for Administrators by the District, the District shall submit the proposed policies to all administrator members, giving them an opportunity to make suggestions and comments.

2. One copy of each regular Board meeting agenda shall be sent to the President of the Association prior to each such meeting. A copy of the approved minutes of each Board meeting shall be sent to the President of the Association.

3. An administrator who is required to use his/her vehicle for authorized travel of the District as a routine and continuing part of his/her duties shall be reimbursed at the rate of allowance provided for by the Internal Revenue Service.

4. Unit members may be compensated for teaching or conducting inservice or instructional courses approved by the District. The rate of pay for such work shall be mutually agreed upon between the District and the unit member. Notwithstanding the above, unit members may be called upon by the Superintendent of Schools, in his/her discretion, to provide staff
After 10 years of service $4,750 (total $14,250)
After 15 years of service $4,750 (total $19,000)

Effective July 1, 2020, said longevities shall be as follows:

After 3 years of service $5,000
After 5 years of service $5,000 (total $10,000)
After 10 years of service $5,000 (total $15,000)
After 15 years of service $5,000 (total $20,000)

As to all administrators hired effective July 1, 2018 and thereafter, the above longevities shall occur:

After 4 years of service
After 7 years of service
After 10 years of service
After 15 years of service

(e) Effective July 1, 2012, members of the unit holding a doctorate degree shall receive a $3,000 stipend.

ARTICLE X
FRINGE BENEFITS

1. Health Insurance

(a) The District will pay 89% of the cost of individual coverage and 79% of the additional cost of family coverage under the State Health Insurance Plan (Empire Plan Core Plus Medical and Psychiatric Enhancements). Effective July 1, 2007, the District’s contributions shall be 88% and 78%, respectively. Effective July 1, 2008, said contributions shall be 87% and 77%, respectively. Effective July 1, 2009, and thereafter, said contributions shall be 85% and 75%, respectively.

(b) The Association and District shall form a committee to study health insurance costs and benefits and seek alternate systems to provide health care. The present Empire Plan may be changed only upon mutual consent of the Association and the District.
and his/her dependent upon the retirement of the administrator. For administrators who retire with at least seven (7) full years of consecutive service with the District immediately preceding retirement, the District's contribution for individual coverage shall be 85% and for family coverage 75%.

6. **Tax Sheltered Annuities**

The tax sheltered annuities provided for herein shall be limited to a total number of six (6) plans for the unit. The carriers for such plans must comply with the requirements of the District as to indemnification for the District for any utilization of the funds transferred to them in accordance with this Agreement. Monies deducted shall be transmitted by the District to the insurance companies within thirty (30) days after the deduction. Effective July 1, 2000, the District shall make a $1,000 contribution to the members' Section 403(b) Plan.

7. **Sick Leave – Annual**

Members of the unit shall be entitled to fifteen (15) days of sick leave with full pay annually which may be accumulated to a maximum of two hundred (200) days. Effective for the 18/19 school year and thereafter, up to five (5) days of the above entitlement may be used for illness in the family defined as spouse, children, parent living in the household. Members of the unit who have commenced employment after September 1, 2002, shall be credited with fifty (50) sick leave days upon employment. These sick leave days shall constitute an advance of and in lieu of annual sick leave entitlement. This category of employees shall receive no further sick leave days until the commencement of the fourth year of employment at which time they shall be credited with ten (10) additional sick leave days. Commencing with the fifth year of employment, such members will be credited with fifteen (15) sick leave days annually. As to this category of employees, the initial bank shall constitute an advance as against annual entitlements until such time as the fifty (50) days have been depleted.
Reasons for Personal Leaves

(a) Emergency or catastrophe requiring the presence of the administrator.

(b) Court order requiring an administrator's presence in court, transactions involving a legal instrument (death, mortgage, transferring a title, etc.)

(c) Critical illness in immediate family. The term “immediate family” is defined to include husband, wife, child, or other member of the family home; father, father-in-law, mother, mother-in-law, sisters, brothers, sisters-in-law, brothers-in-law, grandfather and grandmother.

(d) Marriage, graduation or funeral in immediate family, child born to spouse of administrator.

(e) Jury service less fee paid for such service.

(f) Religious reasons related to one’s faith.

(g) In addition to the leave referred to above, administrators shall be entitled to up to three days per death in the immediate family as defined in Paragraph (c). Effective for the 18/19 school year and thereafter, up to two days annually of sick leave pursuant to Paragraph 7 hereof may be added to bereavement leave for each death in the immediate family as defined herein. The parties agree that up to two days annually of personal leave pursuant to the opening paragraph hereof, may be added to bereavement leave. However, under no circumstances shall any combination of sick leave pursuant to Paragraph 7 hereof and leave pursuant to this subparagraph exceed five days.

(h) Other specific reasons to be approved in advance by the Superintendent.
methods and a better program; and encourage good educators to seek and keep positions in the District.

(a) The Superintendent shall encourage administrators to take part in such professional activities as are designed to develop understanding and improve competence in their respective areas of school work and as in his/her judgment will best meet the needs of our schools. The following examples of professional activity are intended as samples, not in any way as limitations: visiting days, professional conferences, conventions, speaking engagements, and work for the State Education Department.

(b) After a staff member has attended a conference, the Superintendent shall insure that maximum benefit to the school system is obtained by:

(i) the presentation of a report on the conference to a meeting of the appropriate staff members; and

(ii) the presentation of a written report on the conference to the Superintendent, for transmittal to the Board.

(c) It shall be the responsibility of the Superintendent, or the administrator in charge, to make adequate provisions, if necessary, for replacing the staff member in attendance at a conference, to assure that the number of persons attending the conference is such as not to impair educational services and to assure reasonable rotation among staff members of attendance at professional conferences.

14. Payment of Expenses

Staff members will be reimbursed for their reasonable expenses in connection with attendance at approved conferences.
ARTICLE XI

ASSOCIATION PRIVILEGES

1. The use of facilities of the schools shall be permitted for Association business, provided there is no interference with the proper use of the schools for educational activities, and such business is conducted at reasonable hours and conforms to the rules and regulations for the use of schools according to District policy.

2. The only record with respect to any Association member for any official purpose shall be the member’s official personnel file in the Superintendent’s office. A member shall be entitled to examine his/her personnel file and shall receive a copy of any letter or written communication which reflects favorably or unfavorably on the member or on the performance of his/her duties, if such letter of communication is to be inserted in the member’s file and record. Any response filed by a member must also be included in such file, but no implication of any kind shall be drawn for any failure to make such a response. Subject to reasonable procedural requirements, a member shall have the right to review his/her file during the normal workday.

ARTICLE XII

RIGHTS OF THE BOARD AND THE SUPERINTENDENT

The parties agree that all rights which are vested in the District, except those which are clearly and expressly relinquished therein, shall continue to be vested exclusively in and be exercised by the District without prior negotiation with the Association, either as to the taking of such action under these rights, or with respect to the consequence of such action during the term of the Agreement.

The District expressly reserves its right to have administrators perform such reasonable duties as are determined by the Superintendent as necessary for the effective operation of the District. The fact that the parties have not specifically listed such rights does not intend it to be, or shall it be,
before arbitrator, Bonnie Sieber-Weinstock, should the District schedule up to two Superintendent conference days to occur during the months of July and August, these days shall be served by all unit members without additional compensation.

The parties further agree that this Agreement is in no way construed to limit the powers or responsibilities of the District or the Superintendent or the Constitution of the State of New York.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. In order to maintain the harmonious relationships which have traditionally existed between the District and the administrators, which relationships have enhanced the educational program of this District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of grievances, promptly and fairly, as they arise and to assure equitable and proper treatment of administrators pursuant to established rules, regulations, and policies of the District.

2. Definitions

(a) Administrators shall mean the personnel covered by this contract. The Association shall have the right to bring a grievance in its own name as well as in conjunction with the administrator.

(b) Principal shall mean the chief administrator in each of the respective schools in this District.

(c) Superintendent shall mean the chief school administrator of this District.

(d) Representative shall mean the person or persons designated by the aggrieved administrator to act on his/her behalf.

(e) Supervisor shall mean the administrator to whom the aggrieved person reports.
(g) The function of these procedures is to assure equitable and proper treatment under existing law, rules, procedures, regulations, and policies. They are not to be used for changing such rules, procedures, regulations, or policies or for establishing new ones.

4. Procedures

(a) Informal Stage

Within thirty (30) calendar days after the date on which the action giving rise to the grievance occurred, or the grievant should have become aware of the action or had knowledge thereof, the aggrieved administrator shall orally present the grievance to his/her supervisor who shall orally and informally discuss the grievance with the aggrieved administrator. The supervisor shall render his/her determination to the aggrieved administrator within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the formal stage. A grievance which arises between June 1 and August 31 must be filed not later than September 30 of the subsequent school year.

(b) Formal Stage

(1) The aggrieved administrator will submit his/her case in writing to his/her supervisor. The supervisor shall have a maximum of five (5) school days in which to state his/her disposition, in writing, to the aggrieved administrator.

(2) Within five (5) school days after a determination has been made at the first formal state, the aggrieved administrator may make a written request to the Superintendent, or designee, for review and determination. If the Superintendent designates a person to act on his/her behalf, he/she shall also designate full authority to render a determination on his/her behalf.
(d) Arbitration Stage –

(1) If a grievance as defined in (d) (3) below has not been satisfactorily resolved at the above steps, either party to this Agreement may, within ten (10) school days of the determination required by paragraph (c) Board Stage above, make a written demand for binding arbitration to an arbitrator to be designated by the parties. Such arbitrator shall be chosen from a panel submitted to the parties by the American Arbitration Association (AAA). The rules of the arbitration shall conform to those of the AAA.

(2) All expenses shall be equally divided by the parties to the grievance.

(3) The term “grievance” for the purpose of arbitration shall mean any dispute concerning the meaning, interpretation or application of the terms and provisions of this Agreement, but shall not include grievances as defined in paragraph (1)(f) or matters of discipline or discharge.

Grievances defined herein shall be processed in the same manner as the grievances defined in paragraph (1)(f).

ARTICLE XIV

NO STRIKE PLEDGE

The Association and the District recognize that strikes and other forms of work stoppages by administrators are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strike, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof.
ARTICLE XVII

SEVERABILITY AND RENEGOTIATION

To the best knowledge and belief of the parties, this Agreement contains no provision which is contrary to Federal or State Law. Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State Law, then such provision shall be deemed inoperative, with the remaining provisions having full force and effect.

ARTICLE XVIII

NO SMOKING

Administrators are prohibited from smoking in school buildings or on school grounds.

ARTICLE XIX

DURATION

This Agreement shall be effective from July 1, 2017 to June 30, 2021, inclusive, and from year to year thereafter, unless either party serves termination notice upon the other by Certified Mail, postmarked by February 1, 2021.

BOARD OF EDUCATION
GARDEN CITY UNION FREE
SCHOOL DISTRICT

By: Angela Heineman, President

ASSOCIATION OF GARDEN CITY
PUBLIC SCHOOL ADMINISTRATORS

By: Stuart Dods, President

Dated: 10/10/18

Dated: 11/9/19

GGDOCS:697848132-293