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
assignments contained in positions enumerated in this Article, the District shall confer and seek advisement of the Association before making changes in the number and/or the nature of current administrative assignments. The starting salary of any new position and/or employee shall be negotiated between the District and the affected employee. Thereafter, the general increases provided for in the collective bargaining agreement will apply.

ARTICLE II

FAIR PRACTICE

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

ARTICLE III

PROFESSIONAL DUES DEDUCTION

1. The District agrees to deduct Association dues from the salary of a currently employed administrator provided the administrator submits a properly executed authorization for dues deduction. The District agrees to transmit to the Association the dues deducted within a reasonable time after the deductions are made. Each administrator’s authorization shall be in writing in the form set forth in Appendix A.

2. The Association shall certify to the District in writing the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the District thirty (30) days’ notice prior to the effective date of such change.

3. The Association shall indemnify and save harmless the Board and the District against any and all claims, demand, suit or other form of liability that shall arise out of, or by reason of, action
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
the Superintendent. The Superintendent will retain full responsibility for recommending the best qualified candidate to the Board.

3. Attention is directed to Article 913 of the State Education Law which, in part, provides for a medical examination of employees any time the Board desires “...to determine the physical or mental capacity of such person to perform his/her duties.”

All administrators shall be required to take an annual physical examination at the expense of the District. An administrator shall have the option of selecting a physician of his or her own choice. In the event the administrator selects the physician, the cost of the physical examination shall be at the expense of the administrator. The examining physician shall submit to the District’s doctor a report of the findings of the examination.

4. If an appointee wishes to terminate his or her agreement with the Board, he or she shall submit a written resignation to the Board through the Superintendent at least forty-five (45) days prior to the date such resignation is to become effective. The parties may agree to mutually waive such notice.

ARTICLE VI

TENURE

The District shall make every effort to give probationary administrators notice of intent to terminate their probationary appointment by January 1 but not later than April 1, except such notice need not be given in case of discharge for cause.

1. Each probationary administrator who is not to be recommended for appointment to tenure shall be so notified by the Superintendent in writing by registered mail no later than ninety (90) days prior to the expiration of his/her probationary period.
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
development programs to be delivered to teachers. Such service shall be without additional compensation.

**ARTICLE IX**

**SALARY**

(a) For the 2017-2018 school year unit members shall receive a 2.375% increase to their 2016-2017 base salary

For the 2018-2019 school year unit members shall receive a 2.375% increase to their 2017-2018 base salary

For the 2019-2020 school year unit members shall receive a 2.375% increase to their 2018-2019 base salary

For the 2020-2021 school year unit members shall receive a 2.375% increase to their 2019-2020 base salary

(b) To be eligible for such raises, the administrator must have been on the payroll at the mid-year point of the prior year and must have occupied the same title during such school year.

(c) The parties shall establish a Committee composed of two (2) Board members, two (2) members of the Central Administration and two (2) members of the bargaining unit to study alternate compensation plans. The Committee shall complete its work no later than mid-year of the last year of this Agreement. If the Committee completes such work and agrees upon an alternative compensation plan that could be implemented prior to the expiration of this Agreement, the salary provisions may be reopened.

(d) Effective July 1, 2017, eligible members of the unit shall receive the following longevities:

- After 3 years of service $4,750
- After 5 years of service $4,750 (total $9,500)
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.
(c) The District will provide a Health Insurance buy-back for administrators who have other health insurance coverage as follows:

1. Administrators who have individual or family coverage in the State Health Insurance Plan will receive 50% of the District’s cost of such coverage to opt out of their health insurance plans.

2. Payment will be made semi-annually on December 1 and June 1 of each year for the period the administrator has opted out of the plan.

3. Administrators must show proof of other health insurance coverage.

4. Administrators who have withdrawn from the plan may elect to return to the plan in accordance with the regulations of the State Health Insurance Department.

2. Other Insurance

The District will maintain the current level of benefits (dental plan, life, disability, and excess medical insurance) for the Administrators for the life of the contract and the Administrator will continue to pay the same payroll deductions as the teachers, provided however, that as soon as possible following ratification of the Agreement, members of the unit who have attained tenure shall be provided with $50,000 of term life insurance. Alternatively, Administrators agree to become part of the teachers’ welfare fund if the teachers agree and receive the same benefits as teachers and pay the same payroll deductions as the teachers.

3. The District shall provide a salary reduction plan to pay health insurance premiums.

4. The District will provide the same Employment Assistant Program as provided the teachers.

5. Retiree Insurance

Unless otherwise prohibited by state law or regulation, it is understood and agreed that the coverage of the Statewide Health Insurance Plan shall be continued for the administrator
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.
(a) The District reserves the right to have a physician, approved by the District, examine an individual claiming any of the foregoing benefits. The District also reserves the right at any time to require evidence of illness or injury certified by a physician.

(b) Members of the administrative staff returning after a sick leave of more than twenty (20) consecutive days may be required to submit to the Superintendent a physician’s certificate of medical fitness to resume his/her duties, which certificate must be satisfactory to the chief medical examiner of the District.

(c) Administrators who find it necessary to be absent from school must report their absence to their supervisor at the earliest opportunity.

8. **Leave of Absence – Child Care**

   An administrator may be granted child care leave of up to two (2) school years without pay. The administrator may work as long as physically able. Upon approval of the Superintendent, the administrator may return sooner than the expiration of the leave provided the administrator is physically able. Child care leave shall not be construed as sick leave and the sick leave provisions of this Agreement shall not apply.

9. **Leave of Absence – Personal Leave**

   Each member of the administrative staff shall be entitled to personal leave of three (3) days per year without loss of pay for the reasons enumerated below. Except in the instance of emergency or catastrophe where notice cannot be given, reasonable notice should be given to the immediate supervisor in advance and the approval of the Superintendent shall be secured. Where there exists reasonable grounds to believe personal leave is being abused, requests shall be in writing and shall include the specific reason(s) for the leave. Unused personal leave days shall be accumulated annually as sick leave.
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.
10. **Leave of Absence – Extended Professional Leave**

   Administrative staff members may be granted extended professional leave, without pay. Such leaves may be granted by the Board, upon the recommendation of the Superintendent when the nature of the leave is considered to be of sufficient benefit to the District. Recipients of such leaves will return to the salary at the time the leave was granted.

   Where an administrator has taken a professional leave of absence, any rights specified above shall not be applicable for the next ensuing school year if the staff member shall fail to give the Superintendent written notice of his/her intention to return to his/her regular position not later than March 1st of the calendar year in which he/she desires to resume his/her duties.

11. **Leave of Absence – Special Purpose Leave**

   The District may, if the Superintendent so recommends, grant professional leave with pay under special circumstances when it would allow the administrator to participate in an activity which would be of special benefit to the District and provided his/her regular administrative duties can be adequately provided for in his/her absence.

12. **Leave of Absence – Military**

   An administrator shall be entitled to military leave up to thirty (30) days annually, but not cumulative, without loss of pay, for ordered military duty in national guard or reserve unit.

13. **Leave of Absence – Professional Leave**

   This policy is intended to help accomplish the following objectives: improve instruction, bring the best educational thinking and research to bear on local problems, encourage professional growth; stimulate controlled experimentation and research for better
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.
15. **Leave of Absence - Professional Leave – Transportation**

(a) Public conveyances should be used for traveling to meetings beyond the metropolitan New York area whenever the use of such conveyances does not cause inordinate delay or inconvenience. Requests to use personal cars should be made to the Business Administrator if the mileage reimbursement would exceed the cost of public conveyance transportation.

(b) Tax exemption forms should be secured in advance from the Business Office whenever public transportation is used.

(c) Group tickets should be obtained if more than one staff member is attending the same meeting and if group rates are available on the conveyance being used.

(d) If more than one staff member attends the same professional meeting, the full reimbursement will be granted for the use of necessary private transportation but not exceeding the cost of public conveyance transportation. See (a) above if public conveyance transportation would cause inordinate delay or inconvenience to the individuals being transported.

16. **Leave of Absence – Procedure for Obtaining Leave**

Permission for leaves other than sick leave and personal leave must be obtained in writing from the Superintendent. If an administrator takes a leave without permission, he/she shall lose one (1) day’s pay for each day of absence. This loss of pay shall be in addition to any discipline that may be imposed in accordance with law.

17. **Leave of Absence – Other Leaves**

For every day’s absence for any reason not stated above, a member of the administrative staff shall lose one (1) day’s pay. This loss of pay shall be in addition to any discipline that may be imposed in accordance with law.
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,
restrictive of, or a waiver of, any rights unless they are specifically surrendered by this Agreement and whether or not such rights have been exercised by the District in the past.

All Principals, Assistant Principals, Director of Athletics, Director of Technology, Director of Guidance and Assistant Director of Pupil Personnel school work year is eleven (11) months. Eleven (11) month employees shall work seventeen (17) workdays in July and/or August. Curriculum coordinators’ school work year is Ten and a half (10.5) months. Ten and a half month employees shall work seven (7) work days in July and/or August. The Director of Pupil Personnel Services is a 12 month employee and shall be entitled to 29 vacation days pursuant to a schedule approved by the Superintendent of Schools. The work year of said Director shall include every weekday other than legal holidays and authorized vacation days. All summer work schedules shall be subject to approval by the Superintendent of Schools and/or designee. Unit members must request, in writing, and receive written permission from the Superintendent or his/her designee to work additional summer days. Unit members who receive authorization, or who have been requested by the Superintendent and/or his designee, to report to work for an additional summer day(s) will be paid for each additional day at their per diem rate. Such rates are based upon 1/240th for 12 month employees, 1/220th for 11 month employees and 1/210th for 10.5 month employees. All written requests from unit members for additional summer days shall be forwarded by the District to the Unit President and/or Vice President. Unit President and/or Vice President shall be informed by the District whether the request was approved or denied.

Within reasonable limits, and consistent with past practices, unit employees may be required by the Superintendent to work beyond the traditional administrative year to perform administrative assignments. It is not the intent of this policy hereby to effectuate a change in the traditional work year of unit members. In addition, notwithstanding the provisions of this Article and further notwithstanding the Stipulation of Settlement set forth in the transcript dated November 19, 2013
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.
(f) A grievance shall be defined as any claimed violation, misinterpretation or inequitable application of the express provisions of the contract provided, however, that such shall not include any matter involving an employee rate of compensation, retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force or effect of law.

3. **Principles**

(a) It is the intent of these procedures to provide for the orderly settlement of grievances in a fair and equitable manner. The resolution of a grievance at the earliest stage possible is encouraged.

(b) An administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

(c) An administrator shall have the right to be represented at any stage of the procedure by a person or persons of his or her own choice.

(d) Each party to a grievance shall have access at reasonable times to all written statements and records filed pursuant to these procedures.

(e) All hearings shall be confidential.

(f) It shall be the responsibility of the Superintendent to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
(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.
(3) The Superintendent or his/her designee shall immediately notify the aggrieved administrator and the supervisor involved to submit a copy of the original disposition and written statements to him or her within five (5) school days setting forth the nature of the grievance, the facts relating thereto, and the determination previously rendered.

(4) If such is requested in the written statement of either party pursuant to paragraph (3) above, the Superintendent, or his/her designee, shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph (3).

(5) The Superintendent shall render his/her determination within ten (10) school days after the written statements pursuant to paragraph (3) have been presented to him/her.

(6) If the grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the next formal stage.

(c) **Board Stage**

The aggrieved administrator may, within five (5) school days of the final determination of the Superintendent, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board by the Superintendent. The Board may hold a hearing to obtain further information regarding the case. Provided the request is made to the Board at least a week prior to a regular meeting, the Board shall render a final decision within one (1) month after receiving the request for review. In all other cases, the final decision shall be made within one (1) month after the next regular meeting of the Board.
(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 XV

OTHER CONTRACTUAL PROVISIONS

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

2. The provisions of this Agreement shall be incorporated into and be considered part of the established policy of the District. During the life of this Agreement, the District shall not adopt any policies inconsistent with the terms of this Agreement.

3. Contracts of all other District bargaining units shall be provided each building administrator as soon as such contracts are negotiated.

4. Any certified professional who accepts an acting appointment shall be covered by this Agreement during such appointment.

ARTICLE XVI

VANDALISM REIMBURSEMENT

An annual fund has been established to reimburse administrators for vandalism damage to vehicles which have been vandalized while on school property. The fund will be subject to the following conditions.

(1) The parties shall establish rules for establishing claims and making reimbursements.

(2) Claims will be submitted as they occur, but will not be paid until the end of the school year.

(3) The maximum allowance for a claim is $200 per incident.

(4) If the total of all claims is in excess of $1,000 per year, a proportionate payment shall be made to qualified claimants.
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 Heilman, President

ASSOCIATION OF GARDEN CITY PUBLIC SCHOOL ADMINISTRATORS

By: Stuart Dods, President

Dated: 10/10/18

Dated: 10/9/18
APPENDIX A

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number

Last Name   F.   M.

District Name

Association

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I rescind any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: ____________________________________________

Date: ______________________________________________________