

AGREEMENT

between

**NORTH MERRICK
UNION FREE SCHOOL DISTRICT**

AND

NORTH MERRICK SUPERVISORY UNIT

July 1, 2020 - June 30, 2024

**North Merrick Union Free School District
Agreement
Between
The Supervisory Unit and The Board of Education**

AGREEMENT effective this 1st day of July, 2020, by and between the Board of Education, North Merrick Union Free School District, Town of Hempstead, Nassau County, New York ("the Board") and the North Merrick Supervisory Unit ("the Association").

This Agreement shall be for the period July 1, 2020 through June 30, 2024.

Article I – Recognition

Section 1: The Board does hereby recognize the Association as the exclusive negotiating agent for a unit consisting of Building Principals, the Supervisor of Instructional Technology, Library Media and Data Reporting, and psychologists, and excluding all other employees of the Board.

Section 2: *a)* The Board agrees to deduct from the salaries of the Association members covered by this Agreement membership dues for the Association. All dues deduction authorizations shall be in writing and signed by the members to whom it applies.

b) The Association shall advise the Board in writing as to the amount of such membership dues and the sums to be deducted from the regular paychecks of the unit members. The Board shall remit to the Association within 10 days following such deduction the aggregate sum thereof, and shall make available to the Association such payroll records as will enable the Association to determine the persons for whom the deduction has been made and the amount deducted for each person.

c) The aforesaid dues deduction authorizations shall be irrevocable during the term of this Agreement and shall continue in force and effect for each successive year thereafter, unless the member notifies the Board and the Association in writing by registered mail during the period from September 1st through September 10th that s/he desires that the Board discontinue the payroll deduction for association dues.

Article II – No Strikes

Section 1: The Association hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

Article III – Right of Board

Section 1: Both parties acknowledge that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the North Merrick Union Free School District and that the Board must operate in accordance with all statutory provisions enacted in the State of New York and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. This Agreement cannot reduce or delegate the legal responsibilities of the Board nor is it intended to do so.

Article IV – Rights of Association

Section 1: Every public employee in the Association shall have the right to join or participate in, or refrain from joining or participating in the Association. The legal rights of certified personnel, as set forth in the State School Code and in the rulings and regulations of the Commissioner of Education shall in no way be abridged by this Agreement.

Section 2: The terms of employment and the working conditions of all employees in the negotiation unit shall be applicable to all such employees in like manner, whether or not such employees or any of them, may or may not be members of the Association.

Article V – Salaries

Section 1: a) The salaries of the principals shall be increased as set forth below:

Effective July 1, 2020, all salaries for the principals shall be increased by 1.75%.

Effective July 1, 2021, all salaries for the principals shall be increased by 2.0%.

Effective July 1, 2022, all salaries for the principals shall be increased by 2.0%.

Effective July 1, 2023, all salaries for the principals shall be increased by 2.0%.

b) To encourage and support the principals to continue to enhance their administrative, supervisory, and instructional skills, the Board shall reimburse each principal a maximum of \$1500 each year for study at an accredited university, attendance at professional conferences and/or participation in professional organizations. All the foregoing will be subject to Superintendent's approval.

- c) The Board shall reimburse principals for their required out of the pocket cost for attendance at District, school-wide, PTA, and faculty functions to which they are expected to attend. All the forgoing will be subject to Superintendent's approval.
- d) During the duration of this contract, a principal who teaches an in-service course approved by the Superintendent will be paid at a rate of \$1000 per 15-hour course not to be included in the base salary.
- e) A \$600 Ph.D. stipend will be paid yearly to a principal. The stipend will not be included in the base salary.
- f) Each principal shall work an eleven (11) month work year. (i.e., September 1 to June 30 and 20 days in the summer. Summer workdays will be scheduled by mutual agreement between the Superintendent and administrators.)
- g) Longevity

The following longevity stipends will be paid to Principals. The longevity stipend will be included in the base salary and will be paid as of the anniversary date of the principal's hire (but not prior thereto).

- (i) After 5 years of service \$500
- (ii) After 10 years of service \$2,500
- (iii) After 15 years of service \$1,000
- (iv) After 20 years of service \$500

"Years of service" for longevity purposes shall be years of service as an administrator in the North Merrick Union Free School District.

- h) Principals shall have the ability to work up to five (5) extra days when school is not in session at their per diem rate, upon the mutual consent of the Superintendent of Schools and the Principal.

Section 2:

Psychologist-- (a) The psychologists shall be paid in the appropriate step of the Faculty Association contract plus an annual stipend of \$1,075. A psychologist who has earned a Masters of Psychology gained upon the completion of at least 60 credits beyond the Bachelor's degree is entitled to placement of MA+30 on Teachers' salary schedule. (b) To encourage and support the psychologists to continue to enhance their administrative, supervisory, and instructional skills, the Board shall

reimburse each psychologist a maximum of \$1000 each year for study at an accredited university, attendance at professional conferences and/or participation in professional organizations. All the forgoing will be subject to Superintendent's approval. (c) Stipends for the psychologists' summer daily rate shall be \$325 effective July 1, 2021, and \$350 effective July 1, 2023.

Section 3: Personnel shall be paid bi-weekly on every other Friday (or Thursday, if Friday is a recognized holiday). Deductions as required by law shall be taken from these payments.

Section 4: Personnel who are required in the course of their work to drive personal automobiles for school business shall receive a transportation allowance according to IRS regulations.

Section 5: If an employee becomes entitled to weekly benefits under the Workers' Compensation Law for any period for which he has received salary, including sick leave, the District shall be entitled to receive credit against the employee's salary for these weekly benefits.

Section 6: The Board of Education of North Merrick Union Free School District shall purchase annuities for such employees who have in writing authorized such purchases and deduction of expenses therefore from their salaries, in accordance with the provisions of Section 3109 of the State Education Law, the amount of such deductions to be remitted to the contracting company for application to a non-forfeitable annuity account maintained under the terms of a contract or contracts qualifying for purposes of Section 3109, issued by said contracting insurers or company.

Section 7: The District will no longer own cell phones or devices for the use by the principals. Principals shall be reachable by their personal cell phone 24 hours per day in case of an emergency. As a result, the principals shall be entitled to a personal cell phone stipend in the amount of \$50 per month. The personal cell phone stipend does not constitute an increase in base pay, nor will it be included in the calculation of percentage increases to base pay. Principals will be responsible for choosing their own equipment and voice and/or data plan as well as their carrier. The District does not accept any liability for claims, charges or disputes between the service provider and the employee. Principals are also personally responsible for the equipment. Any replacement for loss or damage will be at the expense of the Principal. Recipients of this stipend must continue to maintain the cell phone or device while in receipt of the stipend. Use of the cell phone or device in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the stipend.

Article VI – Insurance

Section 1: For the term of this Agreement, the Board will provide to the employees in the Association the same programs for health insurance under the New York State Group Health Program, and dental, on the same conditions of cost and all other provisions, as the Board furnishes for the same period, to the employees in the Faculty and CSEA units, except that the health insurance contribution paid by all active members of the unit for either individual and/or family coverage shall be 20% of the annual premium, effective July 1, 2019, and 21% of the annual premium, effective July 1, 2022.

Section 2: The District shall provide a health insurance plan providing a total benefits package comparable to the plan in existence on July 1, 2004, or to the plan at the time of the alternate proposal may be instituted by the District upon written notice to the Association, which notice shall include a copy of the plan including costs and premiums. The Association shall have 60 days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within 60 days of the original date of Board presentation of the plan to the Association. The panel shall be comprised of three persons with expertise in health insurance. Each party shall designate one member of the panel. These two members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel shall have the authority to hold hearings and review submissions of the parties and shall render a decision 60 days following their appointment. The decision of the panel shall be final and binding on the District and the Association. The new plan shall not become effective unless and until either the Association agrees that benefits are comparable or the impartial panel so holds.

Section 3: After giving proper notice in writing to the District of a principal's intention to retire and also proper written notice to the New York State Teachers Retirement System which, is approved, the Board shall pay into retirement 65% of individual Health insurance and if applicable, 50% of family Health insurance as of the date of retirement.

For principals who meet the criteria stated above and have completed 10 years of service to the District, the Board shall pay into retirement 70% of individual Health insurance and if applicable, 50% of family Health

insurance.

For principals who meet the criteria stated above and have completed 20 years of service to the District, the Board shall pay into retirement 75% of individual Health insurance and if applicable, 50% of family Health insurance.

Tenured psychologists hired prior to July 1, 2013 shall in retirement pay the same health insurance contribution and receive the same benefits as the principals.

Probationary or tenured psychologists hired on or after July 1, 2013, in retirement, shall pay the same health insurance contribution and receive the same benefits as the teachers as specified in the agreement with the North Merrick Faculty Association.

Article VII – Vacation, Holidays, Leaves and Absences

Section 1: Employees in the Association will be afforded vacation, holidays, leaves and absences, and pay for unused sick leave as are applicable to the Faculty. Principals will make every effort to schedule their vacation during the summer months so that they are not all on vacation at the same time. If that nevertheless occurs, on such days there shall be a principal “on call” for consultation and to answer questions as needed by the Superintendent of Schools. The principals will be assigned for “on call” duty on a rotating basis.

Section 2: After giving notice in writing to the Board of Education of intention to retire pursuant to a New York State Retirement Plan, psychologists shall be paid upon retirement an increase in current salary equivalent to one day of current pay for each two days of accumulated unused leave in the District or at the option of the employee to be paid a lump sum payment thereof, with a maximum payment of 90 days salary, which payment shall be paid as a non-elective employer contribution to an IRC 403(b).

After giving notice in writing to the Board of Education of intention to retire pursuant to a New York State Retirement Plan, principals shall be paid upon retirement, 60% of accumulated unused leave in the District to be paid at 1/200 of the current annual salary, with a maximum accumulation of 180 days, which payment shall be paid as a non-elective employer contribution to an IRC 403(b) plan.

For all unit members hired on or after July 1, 2021, after giving notice in writing to the Board of Education of intention to retire pursuant to a New York State Retirement Plan, they shall be paid upon retirement, 30% of accumulated leave in the District to be paid at 1/220 of the current annual salary, with a maximum accumulation of 180 days, which payment shall be

paid as a non-elective employer contribution to an IRC 403(b) plan.

Section 3: After giving notice in writing to the Board of Education of a unit member's intention to leave the employ of the District for reasons other than retirement, involuntary separation, or request for resignation by the District, such employee shall be granted an increase in current salary equivalent to current pay for accumulated sick leave in the District or at the option of the member of the Association be paid a lump sum payment thereof as follows:

- a) Up to and including 15 years of service in the District - 20% of accumulated sick leave.
- b) From more than 15 years to and including 20 years of service in the District - 30% of accumulated sick leave.
- c) From more than 20 years of service in the District for all unit members hired before July 1, 2021 - 50% of accumulated sick leave.
- d) From more than 20 years of service in the District for all unit members hired on or after July 1, 2021 - 30% of accumulated sick leave.

Section 4: If death of an employee should occur while in the District's employ, the estate or designated beneficiary of the deceased employee shall receive such increase in salary that the deceased employee was entitled to receive at the time of his/her death.

Article VIII – After School Activities

Section 1: Current District before and after school activities as well as current evening activities are part of the principals' regular duties. Principals shall continue to coordinate, administer and/or attend these extended day activities.

Section 2:

- a) Principals shall rotate attendance at regularly scheduled public meetings of the Board of Education, held between September and June, so that one principal shall attend each such meeting.
- b) Principals shall annually rotate membership on the Curriculum Advisory Committee, between September and June, so that one principal shall be on the Committee each year.
- c) Principals shall rotate attendance at PTA Council meetings held

between September and June. This may be done annually or on a meeting by meeting basis.

d) The Principals will notify the Superintendent of the rotational schedule they develop, no later than September 15 of each school year. Should PTA Council meetings become an annual rotation, no Principal shall cover both the PTA Council and the Curriculum Advisory Committee in the same year.

Article IX – Grievance Procedure

Section 1: **Definitions** as used herein, the following terms shall have the following meanings:

- a)* *Employer* shall mean the School District.
- b)* *Employee* shall mean any person directly covered by this Agreement.
- c)* For the purposes of this Agreement, a *grievance* shall be defined as including all disputes concerning the meaning, interpretation or application of this Agreement

Section 2: **Basic Standards and Principles**

Every employee shall have the right to present his/her grievance to his/her employer in accordance with the provisions of this article, free from interference, coercion, restraint, discrimination or reprisal. Under the grievance procedures hereby established, both the employer and employee shall have the right to be represented by Counsel at all stages thereof.

Section 3: **Grievances, Procedural Requirements, and Appeal**

a) The first procedural stage shall consist of the employee's presentation of his grievance to the Superintendent of Schools. The discussion and resolution of grievance at the first stage shall be on an informal and oral basis. If such grievance is not satisfactorily resolved at the first stage within five (5) working days of the presentation of the grievance, such employee may proceed to the second stage.

b) The second procedural stage shall be instituted by the employee within five (5) working days of the completion of the first procedural stage. It shall consist of a written request by the aggrieved employee for a review and determination of his grievance by the Board of Education. In such case, the aggrieved employee and the Superintendent of School shall submit written statements setting forth the specific nature of the grievance and the

facts relating thereto; thereupon, the Board of Education shall hold a hearing within ten (10) working days at which the employee may appear and present oral and written statements or arguments.

c) Any such hearing may be conducted by any member of the Board designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board, and the full Board shall thereupon make its report. The report of the Board shall contain a statement of the Board's findings of fact, conclusions, and advisory recommendations. The Board shall send a copy of its report to each employee involved, his/her representatives, if any, and to the Superintendent of Schools. The decision of the Board shall be made not later than the second regular monthly Board Meeting after receipt of appeal.

d) If not settled, the grievance may, within fifteen (15) days thereafter, be submitted to final and binding arbitration before an arbitrator selected according to the procedures of the American Arbitration Association.

e) The arbitrator's decision will be in writing and will set forth his finding of fact, reasoning, and conclusions of the issue submitted.

f) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

g) The decision of the arbitrator shall be final and binding upon all parties and shall become part thereof.

h) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

i) The administrator raising the grievance (or representative of administrator's group) shall be present at all steps of the grievance procedure including an arbitration.

Article X – Negotiation Procedures and Scope

Section 1: It is contemplated that by February 1st of each year that this Agreement is in force, the parties will enter into good faith negotiations concerning the terms and conditions of employment for the following school year, unless, of course, this Agreement or any renewal thereof is for a period

of longer than one year, in which event, the negotiations shall commence on November first of the year prior to the expiration of this Agreement or any renewal term.

Section 2: The procedural aspects of the negotiations and any impasse that may be reached shall be governed by section 209 of the Civil Service Law which is hereby incorporated in this Agreement and made a part thereof with the same force and effect as if fully set forth at length herein.

Section 3: The parties agree that the scope of negotiations to be covered by this Agreement is set forth in section 203 of the Civil Service Law as collective negotiations "in the determination of their terms and conditions thereunder."

Article XI – Merger and Finality

Section 1: This Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this Agreement. The parties hereto have had a full and complete opportunity to negotiation and present proposals and counter proposals. It is, accordingly, agreed that during the term of this Agreement, neither party is bound to negotiate any addition to, change or modification of this Agreement provided for above. It is further agreed that in the event any provision of this Agreement is declared invalid or if a change in the Agreement is required by law, the parties will negotiate the same in good faith and incorporate it into the Agreement.

Section 2: Before the Board adopts a change in policy which affects salaries, fringe benefits or working conditions which are not covered by the terms of this Agreement, the Board will grant the Association an opportunity to present its views on the policy change before it is announced to the public. The Board agrees to give due consideration to such views in arriving at its decisions on any such policy change.

Section 3: All conditions of employment practices and benefits previously enjoyed by employees covered by this Agreement shall not be diminished by reason of the execution of this Agreement.

Section 4: Five days of secretarial service between June 30th and September 1st shall be provided to any building principal who does not have a full time 12 month secretary. Compensation will be at the normal rate of pay.

Article XII – Work Year

In the event that the opening of school in September is scheduled so that

the Principals do not have minimum of two work days in September prior to the opening of school, the Superintendent may, no later than June 1st of the prior school year, implement the following change in schedule for Principals for the coming school year: The Superintendent may divide by up to one half the number of days worked by the Principals from the last day of school until June 30th, and have principals work at least one half of that number of work days continuous to the end of school, and have the Principals work the remaining number of work days immediately prior to the first work day in September.

If the teachers and/or students begin the school year prior to September 1, the Superintendent shall no later than June 1st of the prior school year implement by written notice the following change in the principals' summer schedule: the twenty days to be worked during the summer shall be reduced by the number of days teachers and/or students are in school in August as a result of the commencement of the school year.

Article XIII – Legislative Action

Section 1: It is agreed by and between the parties that no provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall become effective until the appropriate legislative body has given approval.

Article XIV – Duration of Agreement

Section 1: This Agreement will be in force and effect for the period July 1, 2020 through June 30, 2024.

Dated: _____, 2022

North Merrick Board of Education

North Merrick Supervisory Unit

Megan Ryan, President

Howard Merims, President