

**EMPLOYMENT AGREEMENT**

*between*

**THE WILLIAM FLOYD UNION FREE SCHOOL DISTRICT  
Of the Mastics-Moriches-Shirley**

*and*

**THE WILLIAM FLOYD COUNCIL  
OF ADMINISTRATORS AND SUPERVISORS**

*July 1, 2019..... June 30, 2024*

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**ARTICLE I**  
**Recognition**

The Board of Education of the William Floyd School District (hereinafter referred to as the "Board") hereby recognizes the William Floyd Council of Administrators and Supervisors (hereinafter known as the "Council" and/or "School Administrators") as the exclusive collective bargaining agent for all administrative personnel excluding the superintendent, assistant superintendents, director of special education, and other district office personnel now employed or appointed during the term of this Agreement. The administrative personnel covered by the aforementioned recognition shall include all: elementary school principals, secondary school principals, assistant and associate principals, district coordinators, assistant directors, and such other full time, certified new administrative positions/titles, that may be created during the life of this Agreement.

**ARTICLE II**  
**Legislative Approval**

**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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE III**  
**Negotiating Procedures**

Terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

No later than February 1st of the school year that the contract expires, each of the parties shall enter into good faith negotiations toward a successor agreement covering the year(s) subsequent to the expiration of the current Agreement.

**ARTICLE IV**  
**Job Security**

Article I defines the positions now existing and represented by the Council. It is understood that the Superintendent of Schools or his/her designee may vary the responsibility of the unit administrators.

The Superintendent shall notify, in writing, any administrator whose position may be abolished five and one half (5.5) months prior to the last day of employment.

**ARTICLE V**  
**Employment**

- A. Probationary administrators shall be given sixty (60) days' notice (thirty (30) days in accordance with Section 3019-a and thirty (30) days in accordance with Section 3031 of the Education Law) if their employment is to be discontinued during the school year. If employment is to be concluded at the end of the school year, the employee shall be notified in accordance with N.Y.S. Education Law.
- B. An administrator eligible for tenure shall receive six (6) months prior notification from the Superintendent if the employee will not be recommended for tenure. This provision shall not be applicable if the reasons for the administrator not being recommended for tenure are based on incidents which occurred or became known during the last six (6) months of employment prior to his/her tenure date.
- C. Each administrator shall be required to attend up to a maximum of fourteen (14) hours of professional development training each school year (July 1 – June 30). Such professional development training shall not be scheduled by the District on District holidays/breaks, weekends, or during the period from July 3 through the first required day of attendance except upon the mutual agreement of the District and the Council. At least one (1) such professional development training session shall be conducted during the non-vacation summer period between July 1 and August 31.

**ARTICLE VI**  
**Support Staff And Supplies**

The District will provide an adequate level of support staff and supplies to facilitate the administrative function of the buildings. Necessary items will include, but not be limited to:

- A. A dedicated clerical staff member for every principal as per the duty statement submitted by the District.
- B. Reasonable number of clerical personnel to fulfill the duties and responsibilities of the administrative office.
- C. Private telephone line in each principal's office.
- D. Air conditioned offices.
- E. Copier for each building.
- F. Upon the approval of the Superintendent or his/her designee, the District shall pay for professional journals and memberships in professional organizations for Principals/Coordinators. These memberships/journals must be directly related to the Principal's/Coordinator's area of supervision and shall not exceed a total of five hundred (\$500) dollars per school year per Principal/Coordinator. The

administrator must plan for these expenses through their existing contractual budget codes.

- G. The Coordinator of Physical Education shall be provided a Smartphone or comparable PDA for District business. The use of such devices shall be in accordance with District policy.

## **ARTICLE VII**

### **Professional Practices And Policy Review**

Administrators shall be represented on standing committees in the District, especially those committees which would advise the Superintendent of changes in District policy. In making administrative appointments, it is agreed that an equitable rotation of appointments to the standing committees shall be made, subject to the special needs of the District.

Appointed members of committees will be notified in writing of all appropriate District committee meetings and the Council designee, if any, shall be entitled to participate on such committees.

Administrators shall be afforded the opportunity to provide input and feedback in considering terms and conditions of employment to be negotiated with other units, especially those that reflect upon the function of the unit.

## **ARTICLE VIII**

### **Professional Evaluation**

The District and the Council acknowledge that pursuant to Sections 3012-c and 3012-d of the Education Law, the parties have an obligation to develop and adopt a professional evaluation system for Principals in order to comply with the requirements imposed under the APPR. Once an agreement has been reached on the new APPR plan, paragraphs C and D of this Article shall be deemed null and void with respect to the evaluation of Principals only. All other members of the unit will continue to be evaluated in accordance with paragraphs C and D.

- A. The process of professional evaluation is recognized as being constructive in nature and designed to aid the administrator in providing the best possible education.
- B. Lines of communication are constantly to remain open among all professional personnel involved in the evaluation process.
- C. An anecdotal evaluation will be done on each administrator no later than August 15<sup>th</sup> following each school year to the extent practicable. This evaluation will reflect the administrator's strengths and also any areas that should be looked to for continued professional growth. Members of the bargaining unit shall be evaluated according to the adopted evaluation plan currently in effect. The District shall consult representatives of the Council prior to implementing any amendments to the evaluation plan mentioned above.

- D. All evaluations of administrators and supervisors will be conducted by the Superintendent of Schools and/or his/her administrative designees.
1. The Superintendent of Schools or his/her designee shall meet with the administrators individually or collectively prior to the opening of each school year for the purpose of defining or reviewing goals and objectives. Each administrator shall be invited to make recommendations prior to the final written statement of these objectives.
  2. The Superintendent of Schools or his/her designee shall provide, in writing, an annual evaluation which shall be based upon the objectives, duties and responsibilities for the position. Appropriate annual guidelines shall be provided to each administrator at the time of employment or assignment.
  3. The Superintendent of Schools or his/her designee and the appropriate administrator shall meet during the school year to determine progress with respect to implementation of goals and objectives.
  4. Report Procedures – All evaluation reports will be discussed with the administrator and written copies of the evaluation reports will be submitted to the administrator for a signature by July 15 of each school year. The administrator will sign the report to show the report has been read before it goes into the administrator's folder. The administrator shall have the right to respond in writing to his/her evaluation. The written response shall be submitted no later than September 1 and it will be annexed to the evaluation in his/her file.

## **ARTICLE IX**

### **Protection Of Administrators**

- A. In accordance with applicable law, the District shall provide legal services required for the defense of an administrator in proceedings brought against him/her for acts taken and arising within the scope of his/her employment as an administrator. Should the administrator desire to be defended by a lawyer of his/her own choice, the administrator may do so at his/her own cost and expense.
- B. If an administrator is assaulted, threatened with physical injury or harassed in the course of his/her duties, he/she shall promptly report such conduct to the Superintendent, Assistant Superintendent for Human Resources or other Assistant Superintendent. The District shall thereafter render all reasonable assistance to the administrator in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Should a complaint be lodged against an administrator, the Superintendent shall notify the administrator of the complaint as soon as practicable. If an action that would be adverse to the administrator's professional standing or reputation is contemplated, no action shall be taken by the Superintendent or the Board until

the administrator has been given an opportunity to meet with the Superintendent or his/her designee. Such administrator shall also have the right to be accompanied by a Council representative at such meeting.

#### **ARTICLE X**

##### **Accident And Personal Property Protection**

- A. If an administrator is injured or has personal property damaged as a result of an accident, assault or vandalism arising out of the scope of his/her employment, he/she shall report said accident to the authorized person who is required to submit accident reports to the District's insurance carrier in accordance with established procedures in the District. Reimbursement shall be determined by the District's insurance carrier.
- B. All requests for reimbursement arising from damage, theft or destruction to an administrator's clothing and/or personal property which occur in the scope of his/her employment for which the administrator does not receive reimbursement pursuant to paragraph (A) above, or from another source, shall be considered on an individual basis for reimbursement. Administrators shall make such requests for reimbursement in writing to the Business Office on such form as may be provided by the District.

#### **ARTICLE XI**

##### **Administrative Files**

Official personnel files of administrators shall be maintained under the following conditions:

- A. A copy of any material critical of an administrator's performance, abilities, character or reputation, other than annual evaluations, shall be forwarded to the involved administrator at the time such material is entered into the official personnel file. The administrator shall acknowledge that he/she has read such material by affixing his/her signature to that copy and returning same within five (5) working days, to the personnel office for inclusion in the member's official personnel file. Such signature shall in no way indicate agreement with the contents of such material. The administrator has a right to retain a copy for his/her personal files.
- B. The administrator shall have the right to respond in writing within thirty (30) working days after receipt of the copy of the material cited above, and the administrator's response shall be attached to the file copy.
- C. Should an administrator question any such critical material placed in the administrator's personnel file, the administrator may resort to the following procedure:
  - 1. Inform the Superintendent or his/her designee which specific document is being challenged.



2. Request in writing that the document be withdrawn from the administrator's personnel folder and present, in writing, reasons supporting such request.
  3. The Superintendent or his/her designee shall render a decision on the matter within ten (10) school days. Should the decision be made to withdraw the challenged material, such document and all related correspondence shall be eliminated from the file.
  4. Should an administrator remain unsatisfied after the Superintendent or his/her designee has rendered a decision, the challenge may then be presented as a formal grievance, subject to the grievance procedure.
- D. Upon the request of an administrator, an appointment shall be made for such administrator to examine the contents of the administrator's personnel file. The examination shall be made in the presence of a person designated by the Superintendent. Privileged or confidential information relating to an administrator's past employment or schooling shall not be subject to such examination.
- E. No one other than the Superintendent, Assistant Superintendents, Director of Human Resources or members of the Board of Education shall examine the contents of an administrator's personnel file without the specific permission of the administrator.
- F. An administrator's personnel file shall not be removed from the school district premises without the written permission of the Superintendent and/or pursuant to a lawful court order. A copy of such permission, court order and/or subpoena shall be kept in the administrator's personnel file and a copy shall also be forwarded to the involved administrator.

## **ARTICLE XII**

### **Grievance Procedure**

A. **Definitions**

A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an administrator and/or the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to this Agreement.

An "aggrieved" person is the person making the claim.

B. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the

working conditions of administrators. These proceedings will be kept informal and confidential at all levels of the procedure prior to the issuance of a final arbitration award.

Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Council.

C. Submission of Grievance

1. Grievances shall be initiated no later than ten (10) working days following the incident which causes the aggrieved to commence the grievance procedure. Since it is important that a grievance be processed as rapidly as possible, the number of days at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written consent.
2. Prior to submitting a written grievance, the aggrieved party must attempt to resolve the grievance informally and in so doing shall give notice that a grievance is being contemplated or initiated.
3. Each grievance submitted in writing shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time and the place the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
4. An administrator may submit any grievance to the Superintendent or his/her designee.

D. Procedures

Prior to going to the first level of the grievance procedure, the administrator shall meet with the Assistant Superintendent for Human Resources or his/her designee in order to attempt to reconcile the problem. There will be no outside representation or records, but rather an informal discussion of the grievance. If the grievance is not resolved, the involved parties will proceed to formal grievance procedures.

1. **LEVEL ONE: Superintendent**

The grievant, with representation, makes a formal written presentation of his/her grievance, as per Section C(3), to the Superintendent or his/her designee, within ten (10) working days of the incident. The Superintendent or his/her designee shall, upon request, confer with the aggrieved parties with respect to the grievance. The Superintendent will provide the aggrieved parties with a written statement of his/her decision

and the reasons thereof within ten (10) working days after receiving formal notification of the grievance.

**2. LEVEL TWO: Binding Arbitration**

- (a) If the grievance is not resolved at Level One, the administrator may, within ten (10) working days after receiving the Superintendent/designee decision, refer the grievance to arbitration.
- (b) The District and the Council shall attempt to mutually agree on an arbitrator. If, after five (5) days from the date of the filing of a demand for arbitration in accordance with paragraph (a) above, the parties are unable to agree on an arbitrator, the arbitrator shall be selected from a list provided by the AAA, pursuant to the AAA Voluntary Labor Arbitration Rules, List With Appointment service.
- (c) The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted within thirty (30) working days of the hearing. The Arbitrator will be without power or authority to make any decisions with reference to evaluations or salary increments or which is prohibited by law or violative of this Agreement. The decision of the Arbitrator will be binding.
- (d) One-half the cost for services of the Arbitrator will be borne by the District; the remaining one-half (1/2) will be paid by the Council.

**E. Rights of Administrators**

- 1. No reprisals of any kind will be taken by the Board or any member of the central administration against any participant in the grievance proceedings by reason of such participation.
- 2. The aggrieved may be represented at all stages.
- 3. No records of grievance proceedings will be placed in the personnel files of individual administrators.
- 4. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not serve as precedence in a later grievance proceeding.
- 5. Failure at any step in the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

**ARTICLE XIII**  
**Vacancies**

- A. Whenever an administrative vacancy shall occur in the District, the Board shall duly publicize said position. Electronic notification to each unit member of the vacancy (*e.g.*, email), shall be considered sufficient. Interested parties may request a job description and salary.
- B. Such notice shall be provided as far in advance as practicable, but not less than five (5) school days prior to the commencement of interviews. Notice via email shall be sufficient.
- C. Candidates who desire to apply for a position shall submit their applications, in writing, to the designated administrator within the time limit specified. Failure to apply within time limits shall constitute a waiver of consideration for the position.
- D. Any qualified member may apply for such vacancies. In filling such vacancies, the Board agrees to adhere to the policy of soliciting candidates from within the District, whenever practicable and will attempt to fill any vacancies within thirty (30) days.
- E. An applicant shall receive a response acknowledging receipt of the application and an interview shall be scheduled.
- F. All candidates shall be notified as to the disposition of their application.
- G. Involuntary Transfer or Reassignment – No involuntary transfers or reassignments will be made until a vacancy has been posted and candidates seeking the position have been given an opportunity to apply.
- H. Additional Job Responsibilities – In the event that a building principal or assistant principal assumes the duties of another building administrator in addition to his/her own duties, that person will be compensated an additional 1/300th of the starting salary of the vacant position for each day that the member serves in a dual role. If more than one person assumes the additional responsibility, the additional pay will be divided proportionately. This provision shall apply only to the assumption of duties resulting from approved long term leaves (*e.g.*, child care leaves, FMLA leaves, etc.) or vacancies which occur during the period from September 1 through June 30. This provision shall not apply when the District has abolished a position pursuant to the Education law and the duties of which are then distributed between other remaining unit members.

**ARTICLE XIV**  
**Sick, Personal And Professional Leaves**

**A. Sick Leave**

1. Members of the unit shall retain the number of days of any accrued and unused sick leave previously accumulated in the District immediately prior to his/her appointment as an administrator. If the administrator subsequently returns to teaching or assumes another administrative position in the District, he/she shall retain his/her unused sick leave days with which they were credited as an administrator.
2. Administrators shall receive one (1) day of paid sick leave per month of service to a maximum of twelve (12) days per year. Days not used shall be accumulated without limitation for purposes of use when an administrator is sick. Days not used may be accumulated to a maximum of two hundred forty (240) days for purposes of payout upon retirement. The full time Summer School Principal(s) and Summer Camp Director(s) shall be granted one (1) paid sick day each summer session which may not be accumulated from year to year or added to the unit member's sick leave accrual.
3. The Board may, at its sole discretion, grant additional paid sick leave to an administrator if he/she has exhausted his/her accumulated sick leave and has suffered a disabling accident or catastrophic illness.
4. During the month of September of each year, each administrator shall receive a written record of his/her accumulated sick days and years of service.
5. Administrators shall notify the Superintendent of any serious illness as soon as possible.
6. The District may require a physician's statement at any time certifying that an administrator is capable of continuing to perform the essential functions of his/her responsibilities and/or if it has reasonable grounds to believe that sick leave is being abused and/or to determine eligibility for concurrent leave under the Family and Medical Leave Act ("FMLA").

**B. Death in the Family**

A maximum of eight (8) consecutive working days may be granted per each occurrence without loss of pay for absence due to death in the immediate family of an administrator. The immediate family is defined as any one of the following: husband, wife, child, stepchild. A maximum of five (5) consecutive working days may be granted per occurrence without loss of pay due to the death of: father, mother, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, or step-parent. In the event of the death of an

administrator's niece, nephew, uncle or aunt, three (3) consecutive working days may be granted per occurrence without loss of pay. In the event of a death of a more distant relative or a close friend, absence shall be permitted under the personal leave provisions hereinafter set forth. The number of days may be extended to ten (10) consecutive working days by the Superintendent when unique circumstances exist.

The preceding list of relatives is intended to refer only to the deaths of an employee's personal relatives as listed above.

C. Illness in the Family

1. A leave of absence of up to one (1) year without pay, benefits or insurance coverage of any sort may be granted to an administrator provided he/she verifies with documentation acceptable to the District that a member of his/her family is seriously ill and that the family member's illness requires the administrator's full-time care.
2. Application for such leave shall be made in writing and shall be subject to the approval of the Board. While on such leave, the administrator shall not accrue probationary service toward the achievement of tenure. A leave granted under this section may not be terminated prior to its normal termination date, except upon approval of the Board. The administrator, with the approval of the Board, and for good cause, shall have the option to renew said leave for a second year without pay or other benefits.
3. If the reason for the leave also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any leave provided pursuant to this Section C. During any period of the leave that qualifies for coverage under the FMLA, the administrator shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

D. Personal Days

Administrators may take four (4) personal leave days for personal business. Such personal days shall accrue at the rate of one (1) day per three (3) months of actual service to the District, but shall be advanced on July 1 of each school year. If an administrator separates from the District before accruing personal days that s/he used, s/he shall have the value of the borrowed days deducted from his/her final paycheck, or, if such paycheck is insufficient, shall pay the District the balance. Unused personal leave shall be added to accrued sick leave. Personal business is defined as business of a personal nature which can only be conducted during the administrator's work day. Application for personal leave days must be made at least twenty-four (24) hours in advance, except for emergencies, on a mutually agreeable personal leave form. Such form shall indicate the reason for the leave.

An additional two (2) days of personal leave may be taken with the approval of the Superintendent or his/her designee. Such days shall be deducted from accumulated sick leave.

E. Court Appearance

No pay shall be withheld by the District from any administrator serving on jury duty. However, any funds received from the court, except for transportation expense, shall be given to the District.

Administrators required by subpoena to appear as a witness in litigation arising out of the course of employment (not in a case wherein the administrator is a party) shall not lose pay for the time required.

F. Long Term Disability

The District shall provide long term disability insurance for members of the unit as set forth below. One hundred (100%) percent of the premium cost of such disability insurance shall be deducted from the administrator's salary.

1. No Pre-existing Condition:

- (a) Should an administrator experience a serious illness/disability requiring a long term absence, the following shall apply:
  - i) For illnesses or injuries that are not job related, the District shall require the administrator to expend his/her accumulated sick and personal days during the disability plan's ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the administrator shall be eligible to receive the monetary disability payments from the plan.
  - ii) For illnesses or injuries that are job related (medical documentation and review required), the District shall not require the administrator to utilize his/her accumulated sick and personal days during the disability plan's ninety (90) calendar day waiting period. The District shall pay the administrator his/her regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the administrator shall be eligible to receive the monetary disability payments from the plan.

2. Pre-existing Conditions:

- (a) Definition - A pre-existing condition shall be defined as a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had

taken prescribed drugs or medicines in the three (3) months prior to the effective date of coverage. The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition.

Should an administrator experience an injury or illness that would usually qualify for Long Term Disability coverage but due to a pre-existing condition does not qualify for such coverage, the following shall occur:

- i) For illnesses or injuries that are not job related, the administrator shall utilize all of his/her accumulated sick and personal days. Upon exhaustion of such sick and personal leave, and upon presentation of acceptable medical documentation, the administrator shall thereafter be provided full pay (which shall be defined as 100% of annual salary at the time the period of absence due to disability commenced) and benefits for a period not to exceed one (1) year from the date the period of absence due to disability commenced.
- ii) For illnesses or injuries that are job related, the administrator shall file a workers compensation claim. Illness or injuries that are determined to be job related (medical documentation and review required) shall not require the administrator to utilize accumulated sick and personal days for the first ninety (90) calendar days of his/her disability. The District shall pay the administrator's full salary for the ninety (90) calendar day period. Should the disability continue beyond the initial ninety (90) calendar day period, the administrator shall begin to utilize his/her accumulated sick and personal days. Upon notification of the financial settlement or payments made to the District based on the worker's compensation claim, the District shall return sick days back to the administrator's sick day leave bank at the percentage calculated by the formula established by the District and utilized by the CSEA Custodial Unit. If the administrator is still unable to return to work due to his/her disability after all accumulated sick and personal days have been exhausted, the administrator may apply for a leave with pay and benefits for a period not to exceed one (1) year from the date the period of absence due to disability commenced.
- iii) Administrators who are ineligible for health insurance by virtue of exhausting sick leave and/or FMLA leave may appeal to the Board for extended health insurance coverage



to cover the period of time until they are eligible for disability insurance for which they have applied. Such extension shall be for no more than four (4) weeks. If disability coverage is retroactively granted for such period, the cost of such additional health insurance coverage shall be reimbursed to the District.

G. Leaves of Absence Without Pay

1. Administrators shall be granted leaves of absence without pay, benefits or insurance coverage of any sort for the following:
  - (a) Professional purposes or for child care, provided that such leaves of absence be approved by the Superintendent of Schools and Board of Education after written request by the administrator and not to exceed one (1) year. Additional years of leave may be granted at the discretion of the Board of Education.
  - (b) Upon return from leave, the administrator shall be placed at the salary s/he was at prior to the leave and in the salary program in effect at the time of return.
  - (c) In the case of a leave for professional purposes, the administrator may request prior to the administrator's leave that the administrator's proposed activities be evaluated and considered for salary purposes. Administrative duties in Peace Corps, administrator exchange programs, and similar programs should be favorably considered for salary purposes.
  - (d) Other requests for leave without pay will be evaluated by the Superintendent and may be granted by the Board upon the Superintendent's recommendation. Such unpaid leaves of absence may be granted for a period not to exceed one (1) year.
2. Members of the unit shall be entitled to the benefits and protections for which they are eligible pursuant to applicable provisions of the New York Military Law.
3. All accrued and unused benefits to which an administrator was entitled at the time of the administrator's leave, including unused sick leave, will be restored upon his/her return.
4. All requests and responses for leaves of absence will be made in writing.
5. An administrator on unpaid leave of absence may continue health insurance benefits at the member's expense.

6. If the reason for the leave also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any leave provided pursuant to this Section G. During any period of the leave that qualifies for coverage under the FMLA, the administrator shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

H. Cancer Screening

Effective July 1, 2019, any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (e.g., sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for breast and/or prostate cancer. Failure to do so shall result in such leave being unpaid.

**ARTICLE XV**  
**Salary**

A. Annual Increases

1. Effective July 1, 2019 the base salaries for all unit members shall be as set forth in Appendix A of the Memorandum of Agreement for the 2019-24 CBA.
2. Effective July 1, 2020 any annual salary increase for the 2020-21 school year and each year thereafter shall be at least the net percentage change in revenue resulting from changes in State Aid and the District's Property Tax Levy as set forth herein, capped at three (3%) percent. For purposes of this Article only, "State Aid" shall consist solely of "Non-Expense-Driven Aid", including but not limited to Foundation Aid, Gap Elimination Aid and High Cost Excess Cost Aid. "Expense-Driven Aid," including but not limited to Transportation Aid, BOCES Aid, Building Aid, Textbook/Library/Software Aid, etc., shall not be considered "State Aid" and shall be excluded for purposes of calculating annual salary increases. In addition, competitive grants and/or categorical aid (i.e., Title 1) shall not be considered State Aid and shall also be excluded for purposes of calculating the annual increase.

The District shall provide the Association President with a comprehensive calculation including all applicable state aid and tax levy numbers.

3. For purposes of the calculation of base salary increases only, the District's Tax Levy shall be defined as the maximum allowable tax levy that the District could adopt without having to pierce the cap, regardless of what tax levy is included in the adopted budget.
4. In no case shall the base salary received for a school year in which the formula is applicable be greater than three (3%) percent higher, or less than the base salary received for the previous school year. In no event shall a unit member earn a base salary less than he/she did in the previous school year.
5. The applicable annual increase, if any, shall be calculated upon approval of the State and District budgets, utilizing the following formula:

The annual increase equals the sum of the change in the approved Property Tax Levy amount (Section 2) plus the change in the approved State Aid amount (Section 1) divided by the sum of the current State Aid plus the current Property Tax Levy amount.

(A) \$ amount of State Aid as defined for next school year  
minus (B) \$ amount of State Aid as defined for current school year  
equals (C) \$ amount increase/decrease in State Aid

(D) \$ Amount of Property Tax Levy for next year  
minus (E) \$ Amount of Property Tax Levy for current year  
equals (F) \$ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

Base Salary % Increase =  $\frac{C+F}{B+E}$  divided by x 100 (not to exceed 3%)

6. In the event that the final State Aid numbers are not known to the District by July 1<sup>st</sup>, the application of the salary increase formula set forth above shall be delayed until the State Aid numbers have been finalized, provided, however, that any base salary increase resulting from the application of the formula set forth above, shall be retroactive to July 1<sup>st</sup>.
7. In any school year in which a bargaining unit member becomes eligible to move to a higher longevity step pursuant to Article XVI, that unit member shall be eligible to move to a higher longevity step regardless of either the cap or the formula.

8. In the event that the Revenue Formula generates a percentage increase equal to or greater than three and one-half (3.5%) percent in the 2020-21, 2021-22, 2022-23 or 2023-24 school years, the parties agree to meet to determine if there are any salary inequities within the unit when compared against neighboring Suffolk County school districts. If the parties agree that the salary data does show salary inequities for certain unit members, the Superintendent, at his/her discretion, may provide for salary adjustments for those unit members; however, in no event may the total enhancement provided under this provision in any given year amount to more than one-half (0.5%) percent of the total base salaries of the administrative unit.

B. Starting Salaries

Effective July 1, 2019:

High School Principal	\$175,000
Middle School Principal	\$150,000
Elementary Principal	\$140,000
High School Asst. Princ.	\$118,000
Middle School Asst. Princ.	\$115,000
Elementary Asst. Princ.	\$105,000
Alternative School Princ.	\$125,000
Alternative School Asst. Princ.	\$105,000

Effective July 1, 2020, the starting salaries set forth above shall be increased each year of the contract by half (0.5) the percentage generated by the Revenue Formula set forth in Section A, up to a maximum of three (3%) percent.

- C. Except as otherwise specifically indicated, a unit member's daily rate shall be calculated at the rate of 1/260<sup>th</sup>.
- D. The Superintendent reserves the right to grant additional money to any administrator as deemed appropriate, after recommendation to and upon the approval of the Board of Education.
- E. When the annual evaluation indicates that an administrator's performance for the year falls below the District's high expectations, all or part of the percentage increase may be withheld. The specific area of the administrator's responsibilities which need improvement shall be clearly defined.
- F. Effective July 1, 2019, summer stipends shall be as follows:

Summer Camp Director \$7,785

Summer School Principals \$15,568

Effective July 1, 2020, July 1, 2021, July 1, 2022 and July 1, 2023 respectively, the stipends set forth above shall be increased by the percentage generated by the Revenue Formula set forth in Section A, up to a maximum of three (3%) percent.

The stipend amounts set forth above shall be pro-rated for service of less than the full summer program schedule based on the number of days for which the student program is scheduled to occur.

**ARTICLE XVI**

**Longevity**

A. Longevity shall be as follows:

After 5 years of continuous service as an administrator in William Floyd.....	\$3,000
After 10 years of continuous service as an administrator in William Floyd.....	\$6,000
After 15 years of continuous service as an administrator in William Floyd.....	\$9,000
After 20 years of continuous service as an administrator in William Floyd.....	\$12,000

Unit members who are recalled following abolition of their position shall not be considered to have a break in service, but the time between abolition of their position and recall shall not count as service time towards longevity.

B. Longevity payments shall not be cumulative and shall become effective on the administrator's anniversary date. Longevity payments shall be paid on a bi-weekly basis in more or less equal payments throughout the course of the school year.

**ARTICLE XVII**

**Fringe Benefits And Miscellaneous Compensations**

A. Life Insurance

The District shall pay one hundred (100%) percent of the premium cost for a term life insurance policy providing a \$100,000 death benefit for each member of the unit during his/her employment in the District. The death benefit shall be subject to the applicable terms and conditions of the carrier and/or plan.

B. Physical Examination

Administrators, with a minimum of ten (10) years experience as an administrator in the District, shall become eligible for a "safe/well" physical examination. The "safe/well" physical examination shall be limited to one (1) physical examination every three (3) years. The cost of the examination will be submitted for payment consideration under the terms and conditions of the District's health insurance benefit plan. The District will reimburse the administrator for the net cost of the examination at a cost not to exceed three hundred (\$300.00) dollars.

C. Medical/Dental/Optical/Prescription Insurance

1. Health Insurance

(a). The health insurance and prescription plan shall be the William Floyd Medical Plan, which shall continuously reflect the equivalent of the NYSHIP (Empire Plan) on a current basis, self-insured by the District and administered by a third party administrator.

Effective July 1, 2019, active unit members shall contribute eleven (11%) percent of the applicable health insurance premiums based on the NYSHIP (Empire Plan) premium rates.

The NYSHIP (Empire Plan) premium rates on which the employee premium contribution is based shall change as the Empire rates change over time (*e.g.*, each January 1<sup>st</sup>). Premium contributions shall be accomplished on a pre-tax basis subject to applicable laws and regulations.

(b.) Employee percentage premium contributions shall increase each year of the contract based on the following schedule, except however, in any school year that the Revenue Formula results in a percentage increase less than 0.50%, there shall be no insurance contribution percentage increase in that school year. In any school year that the Revenue Formula results in a percentage increase greater than 0.50% but less than 1.00%, the health insurance percentage contribution increase shall be 0.50% in that school year.

July 1, 2020	an additional 1%
July 1, 2021	an additional 1%
July 1, 2022	an additional 1%
July 1, 2023	an additional 1%

(c). \*\*A unit member's contribution towards health insurance will be capped at the dollar amount that he/she paid as of June 30, 2024 until such time as the parties reach a successor agreement to this Contract.

(d). Members of the unit hired on or after July 1, 2019 may be deemed ineligible for the District's health insurance and prescription drug coverage if they are eligible for coverage under a plan from another source (e.g., a spouse) that provides for the NYSHIP Empire Plan or a plan which matches the NYSHIP Empire Plan or a plan that provides better coverage than the NYSHIP Empire Plan provided that the unit member is reimbursed as set forth below. If such a unit member is deemed ineligible and the unit member would be required to contribute more towards such alternative coverage than the dollar amount that they would have had to contribute for coverage from the District, then the District may, at its option, decline to cover the unit member and to pay the employee an amount equivalent to the difference between the required contribution amount for such alternative coverage and the amount they would otherwise have had to contribute for coverage from the District. In addition, if such a unit member is deemed ineligible for District coverage, the District shall reimburse the employee for any declination payment for which they would otherwise have been eligible from the other source (e.g., spousal declination payment).

Any unit member who is ineligible to receive the District's health insurance and prescription drug coverage as a result of the preceding paragraph, shall not be eligible for the employee contribution levels set forth in subsection (C)(1). Such unit members shall instead have the option of selecting only option (a) or (b) below:

a. Enroll in the District provided plan, William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator, and contribute one hundred (100%) percent of the health insurance premium equivalent costs for the applicable health insurance plan (e.g., family or individual coverage); or

b. Decline the District provided insurance coverage as set forth in paragraph (a) above and enroll in a health insurance plan that is provided through a source other than the District (which may be the NY State Health Marketplace).

Voluntary Declination of Health Insurance Benefits – In those school years in which a minimum of five (5) unit members voluntarily decline District-provided health insurance coverage for at least six (6) months of the school year, (initial written notice of which must be submitted to Human Resources by no later than June 1 preceding the school year in which the declination will apply (regardless of the start date of the declination – e.g., notice by June 1, 2019 if declining effective January 1,

2020)), the following voluntary declination program shall be provided by the District:

Any unit member, regardless of whether they are covered as a dependent under another unit member's District Health Insurance, may voluntarily decline District-provided health, prescription, dental and optical insurance coverage and be reimbursed five thousand (\$5,000) dollars for Individual coverage or ten thousand (\$10,000) dollars for Family coverage, to be paid in the second pay period following the completion of twelve (12) consecutive months of declined coverage (*e.g.*, in the second pay period in July 2020 if coverage was declined July 1, 2019 – June 30, 2020; in the second pay period in January 2021 if coverage was declined January 1, 2020 – December 31, 2020). If, for any reason, a unit member opts out of the declination program during the twelve (12) month period following their enrollment therein, they will forfeit eligibility for any declination payment and shall be placed back into the District's insurance plan after meeting the requirements of returning to the plan. However, newly hired unit members who voluntarily opt-out of the District's Health Insurance plan at the time of hire and remain out of the District's Health insurance plan for the remainder of the school year, shall be entitled to a pro-rated declination payment for that first school year of employment equal to the number of months that they were off the plan in that school year.

Should a unit member choose to decline District-provided health and prescription coverage but enroll in the District's dental and/or optical plan, the declination benefit set forth above shall be reduced to four thousand (\$4,000) dollars for Individual coverage or nine (\$9,000) dollars for Family coverage.

The Declination for those unit members covered as a dependent on another District employee's health insurance shall be limited to the Declination for Individual coverage.

Unit members hired on or after July 1, 2019 who are ineligible for District-provided health insurance coverage because they are eligible for comparable coverage from another source, shall not be eligible to participate in the declination program set forth above.

(e). The District may replace the existing plan provided:

1. It gives the council sixty (60) days' notice; and
2. It consults with the Council and no written objection is received within such sixty (60) day period. If the Council objects to a switch in plans, it shall advise the District in writing during the sixty (60) day period outlined above and shall



simultaneously file a demand for arbitration at Level 2 of the Grievance Procedure. In such case, the arbitrator shall commence hearings on the grievance within thirty (30) days and shall render a decision within fifteen (15) days of the close of the hearing. The standard to be used by the arbitrator to determine whether a switch can be made shall be whether the new plan(s), taken as a whole, is/are substantially equal to the prior plan. Enrolling in the actual Empire Core Plus Medical and Psychiatric Enhancements benefit program instead of self-insuring such benefit program shall be automatically deemed substantially equal.

2. Dental Insurance

The existing dental insurance plan shall remain in effect. Type A, B, and C benefits shall be covered at eighty (80%) percent, and there shall be a two thousand (\$2,000) dollar per person calendar year maximum. The District shall pay one hundred (100%) percent of the premiums for dental insurance for all eligible employees who enroll in such plan.

3. Optical Insurance

The existing optical insurance plan shall remain in effect. The District shall pay one hundred (100%) percent of the premiums for optical insurance for all eligible employees who enroll in such plan.

**ARTICLE XVIII**  
**Dues Collection**

A. Dues Deduction

The Board agrees to deduct Council dues from administrators' salaries and forward same deduction to the Council. This payroll deduction will be taken in twenty-six (26) equal payments. Members may choose to make one (1) lump sum payment to the Council to cover their dues.

The Council, on its own behalf, and on behalf of each employee authorizing dues deductions, hereby releases the District, its officers, agents and employees, from any and all liability whatsoever for the use or application of dues after such monies have been deducted and remitted to the Council at their business address. The Council agrees to save and hold harmless the District from all loss, expense, damages, cost and attorneys' fees that may accrue following receipt by the Council of such payroll deductions from the District.

B. Payroll Deduction

Whenever duly authorized in writing by an administrator, payroll deductions on behalf of such person shall be made every pay day and paid as soon as practicable following the payday on which monies were deducted for any or all of the following purposes:

1. U. S. Saving Bonds
2. Dues to professional organizations through the Council
3. Tax-sheltered Annuities -- The District agrees to explore additional Annuities (457 plans), and shall agree to implement said plan upon such terms as are mutually agreed to by the parties as long as the District incurs no additional cost or expense.
4. Credit Unions
5. Payment on loans to N. Y. S. Teachers' Retirement System
6. AFLAC insurance coverage
7. Short term disability at the employee's expense

**ARTICLE XIX**  
**Retirement Pay**

**A. Retirement pay for Administrators hired after July 1, 1989**

1. Effective July 1, 2019 through June 30, 2024, the following shall apply:

Administrators who have completed ten (10) years of administrative service to the District or twenty (20) years of District service who retire by June 30 of the school year in which they become first eligible to retire under NYSTRS, without penalty, shall be eligible to receive two (2%) percent of the members final year's base salary for each year of service as a teacher or administrator in the District.

In addition, said administrator shall be entitled to payment for all accumulated sick days upon retirement as follows:

Administrators with ten (10) years of administrative service to the District or twenty (20) years of District service shall receive payment for up to two hundred and forty (240) sick days at the rate of one hundred and fifty (\$150.00) dollars per day.

Administrators with fifteen (15) years of administrative service to the District or twenty-five (25) years of District service shall receive payment for up to two hundred and forty (240) sick days at the rate of two hundred and fifty (\$250.00) dollars per day.

Administrators with twenty (20) years of administrative service to the District or thirty (30) years of District service shall receive payment for up to two hundred and forty (240) sick days at the rate of three hundred and fifty (\$350.00) dollars per day.

2. Effective at the close of business on June 30, 2024, Section A(1) above shall sunset and the following shall apply:

Administrators who have completed twenty (20) years of District service who retire by June 30 of the school year in which they become first

eligible to retire under NYSTRS, without penalty, shall be eligible to receive two (2%) percent of the member's final year's base salary for each year of service as a teacher or administrator in the District plus reimbursement for all accumulated sick days (not to exceed two hundred and forty (240) days) at the rate of one hundred and fifty (\$150) dollars per day, provided that the administrator has accumulated a minimum of sixty (60%) percent of the total available sick days. An exception to the requirement that sixty (60%) percent of available sick days be accumulated to qualify for payment will be made if the administrator suffered a catastrophic-type illness or disability which resulted in the loss of excessive sick days. The maximum benefit payable to a retiring administrator hereunder shall not exceed the maximum benefit that the administrator would receive if they had retired at age fifty-five (55).

3. An administrator who has served a minimum of ten (10) years as an administrator in the District and who is dismissed from his/her position as a result of the abolition of his/her position within seven (7) years before the date he/she first becomes eligible to receive the retirement benefits provided for in this Article shall receive the benefit provided herein.

If the position of the excessed administrator is restored and the administrator is recalled to his/her position, he/she will have the amount of retirement pay withdrawn under this Article deducted from any retirement or severance pay the administrator would ultimately qualify for after returning to the District. Retirement calculations for excessed administrators who return to the District will resume at the point where their calculation ended when employment terminated.

In order to qualify for retirement pay, administrators seeking to receive payment must submit an irrevocable letter of resignation for purposes of retirement no later than seven (7) months prior to the effective date of retirement.

The retirement payment provided herein shall vest as accumulated and be payable upon the death while employed by the district of any unit member.

4. Notwithstanding the requirements of Section A(1), on a one-time, non-precedent setting basis, those unit members who have continued to work past the school year in which they first became eligible to retire into the NYSTRS without a penalty, shall be eligible for the benefits set forth in Section A(1) provided they submit by no later than December 1, 2019 an irrevocable written notice of retirement with an effective date of June 30, 2020.
5. All payments made pursuant to Article XIX(A) shall be made to the unit member solely as a non-elective employer contribution to the employee's

Section 403(b) account in accordance with applicable law, rules and regulations governing such payments.

B. Health Insurance in Retirement

The District shall pay 100% of the individual or family premiums for the medical/dental/optical/prescription health insurance plan for all administrators who have completed a minimum of twelve (12) years of full time service to the District (in any capacity – *e.g.*, teacher, administrator, etc.) and who retire into the NYS TRS pension system upon separation from the District. Such coverage shall continue until the administrator becomes eligible for Medicare. Effective at the close of business on June 30, 2024, the minimum service eligibility requirement shall be increased to eighteen (18) years of full time service to the District (in any capacity – *e.g.*, teacher, administrator, etc.). Administrators who retire with at least twenty (20) years of completed service to the District shall be eligible to continue such coverage only as an individual secondary plan for life, provided that the administrator enrolls into Medicare Parts A & B. In no event shall the District be liable to reimburse for Medicare Part A and/or B premiums.

Employees first hired by the District (*i.e.*, teacher, supervisor, administrator) on or after July 1, 2019, who qualify for retiree health insurance set forth in this paragraph B, shall contribute during their retirement the same percentage of premium towards their applicable health insurance premiums as they did on their last day as an active employee, up to a maximum of twenty (20%) percent.

Employees first hired by the District (*i.e.*, teacher, supervisor, administrator) on or after July 1, 2019, who qualify for retiree health insurance set forth in this paragraph B, who are eligible for comparable coverage elsewhere (NYSHIP Empire Plan or a plan which matches the NYSHIP Empire Plan or a plan that provides better coverage than the NYSHIP Empire Plan), shall not be eligible for District provided coverage as long as the District reimburses the retiree for any contribution required which exceeds that to which they would otherwise have had to contribute towards District coverage.

C. Retirement Pay

When calculating years of service for purposes of this Article, those unit members whose full time service time includes a decimal of 0.85 or greater shall have their years of service rounded up the next whole number (*e.g.*, 9.86 years of service shall be rounded up to 10 years of service).

D. Post Retirement Benefits – Crimes

If formal disciplinary charges are filed against a member of the unit pursuant to Section 3020-a of the Education Law, and if the basis of such disciplinary charges would, if proven in a court of appropriate jurisdiction, constitute a crime involving theft of District property or funds, or sexual misconduct, the District shall have the right to withhold any severance and/or retirement payments

provided in this Agreement, including health insurance into retirement, provided the administrator is terminated after being found guilty of such charges after a hearing and/or s/he resigns or retires with such Section 3020-a disciplinary charges pending against him/her.

E. District Rights

1. If any provision of the retirement incentive is deemed illegal or unenforceable, the entire provision shall be deemed null and void.
2. The Board may, in its sole non-grievable discretion, permit administrators to remain eligible for retirement pay provided the following conditions are met:
  - (a) The administrator submits a request to the Board for a one (1) year extension of eligibility for retirement pay by December 1; and
  - (b) The Board grants such extension.

**ARTICLE XX**  
**Drug Testing**

A. Training

To ensure the effective implementation of these procedures, the Superintendent of Schools, Assistant Superintendent for Human Resources, such other District Office administrators (which shall be limited to Assistant Superintendents and the Assistant Personnel Administrator) as selected by the District, and two (2) mutually designated Union observers will complete an education and training course in recognizing the signs of alcohol and/or substance abuse which is mutually agreed to by the parties. This training shall be done at least every three (3) years. If the Superintendent, Assistant Superintendent, designated District observers or the mutually designated Union observers are newly assigned to such role, then they shall complete the training as soon as is practical after the date of their designation. The enrollment costs of such training will be paid by the District. The training program will cover the effects of alcohol and/or controlled substance use on personal health, safety and the work environment. Behavioral changes that may indicate alcohol and/or controlled substance abuse will also be addressed. Documentation of attendance and completion of these training sessions will be maintained by the District.

B. Prohibited Conduct

1. No employee may be on duty if that employee is under the influence of alcohol or any non-prescribed controlled substance.
2. No employee may report for duty if he or she has used alcohol within three (3) hours of reporting for work.

3. No employee may be on duty if the employee has a blood alcohol concentration of 0.08 or greater.
4. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
5. No employee shall refuse to submit to a drug or an alcohol test required under this policy or engage in any conduct that obstructs the proper and orderly administration of such tests. Any such obstruction and/or refusal shall constitute a violation of these rules of conduct.

C. Reasonable Suspicion

1. "Reasonable suspicion" is hereby defined by the parties as the following: a reasonable and articulable belief that the employee has recently used or is under the influence of a controlled substance or alcohol on the basis of specific, contemporaneous, physical and behavioral indicators of probable drug or alcohol use that are observed while an employee is on duty.
2. When there is reasonable suspicion based upon direct observation while an employee is on duty that an employee is acting in a manner indicating possible alcohol or drug use, that employee will be subject to testing. This direct observation must be documented and observed by at least one (1) District observer and one (1) Union observer, who all have received training as provided herein. The District observer will immediately contact a Union observer who shall immediately undertake direct observation of the employee's conduct and demeanor. The District observer, if not the Superintendent of Schools or Assistant Superintendent of Human Resources, must consult with either the Superintendent of Schools or Assistant Superintendent of Human Resources before implementing a test. If possible without causing undue delay, either the Assistant Superintendent or Superintendent, if present on the District campus, will also undertake direct observation of the employee's conduct and demeanor.
3. If the Union observer disputes or questions whether reasonable suspicion exists, it will not delay or prevent the employee from being tested, however questions and disputes from the Union observer and/or employee regarding whether reasonable suspicion existed to subject an employee to a test will be heard before an impartial hearing officer, who shall not be informed of the test results, prior to the District pursuing formal disciplinary charges. The impartial hearing officer assigned to determine whether reasonable suspicion existed to perform the test shall not be the same individual who is mutually selected by the parties to preside at any future disciplinary hearing. The impartial hearing officer shall be selected by the District from the list of individuals attached hereto as Exhibit A. In no event may a hearing officer listed on Exhibit A be selected by the

District on two consecutive occasions. Requests for a hearing before an impartial hearing officer on whether reasonable suspicion existed to perform the test shall be delivered in writing by the employee to the Assistant Superintendent for Human Resources within seven (7) calendar days of being required to submit to a drug and/or alcohol test.

4. It is understood that any questioning of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff, excluding that of the union observer, to the maximum extent possible.

Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day following the test but will be paid for the remainder of the day. Where an employee is subjected to testing, the employee will not be returned to duty until the results of the test are received by the District, and then only if the results are negative. The employee will be paid during the interim with no charge to leave.

D. Testing procedures:

1. Urine sample collection will be done at a designated site(s) that has been mutually agreed upon by the Union and the District. The employee shall be accompanied at all times by a District observer during any travel necessary to get to the testing site. The site will provide at a minimum privacy during urination, documentation of the chain of custody of the sample to be tested and the use of trained personnel. All samples collected will be divided into two separate containers (primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.
2. The samples collected will be sent to a laboratory that has been mutually agreed to between the Union and the District. The samples will be tested for controlled substances. The samples may also be tested for PH, specific gravity and signs of adulteration. Controlled Substances shall be defined as:
  - (i) any substance listed on Schedule I in 21 USCS § 812; and
  - (ii) marijuana, cocaine, amphetamines, opiates, PCP and their derivatives.

3. Testing Procedures

Drug testing will be done by means of urinalysis. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. However, samples shall be collected under the supervision of a monitor. There shall be no direct observation of

giving of urine samples, unless there is a reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

The sample shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody.

For drug testing, initial urinalysis testing shall be conducted by means of an enzyme multiplies immunoassay test (EMI). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards.

Alcohol testing may be accomplished by testing the employee's breath using an evidential breath testing device (EBT) which is listed in the conforming products list in the Federal Register. The EBT test will only be administered by a certified operator. The employee shall have the right to have such EBT test performed in the presence of a designated Union observer. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substances does not artificially affect the test results.

The employee must identify, prior to any of the tests listed above, any medications that (s)he is taking and this information will be recorded on a form supplied by the testing lab.

4. Laboratory test results will be reported to the medical review officer (MRO), a designated laboratory physician knowledgeable in drug testing. Results will be reported to the District only after review by the MRO. Positive results will be investigated by the MRO or his/her designee who will determine if the positive test was caused by use of prescription medications in accordance with a valid doctor's prescription. Verification of opiate positives will follow Federal regulations under 49 CFR Part 40. If the MRO determines that the positive test was caused by the use of prescription medications in accordance with a valid doctor's prescription, the MRO will report the test to the District as a negative. Otherwise, the MRO shall report the test as positive to the District.
5. Split Sample Testing: In the event of a positive drug test the employee has the right to request that the split sample be sent to a different certified laboratory that has been mutually agreed to between the Union and the



District for testing. Such a request must be delivered in writing to the Assistant Superintendent for Human Resources within seventy-two (72) hours of an employee's notification of a positive test result and all costs associated therewith shall be borne solely by the employee. If the test of the split sample fails to confirm the presence of the controlled substance ("negative"), then the first positive report will be cancelled unless the lab finds evidence of an adulterant in the specimen during the split specimen testing. At the District's discretion, the employee may be reassigned to home while awaiting the results of the split specimen. If assigned to home pending the results of the split sample test, the employee may utilize any accrued and unused sick and/or personal leave available to them. In the event the split sample test fails to confirm the presence of a controlled substance, any such leave time expended while assigned to home shall be restored to the employee, unless the lab finds evidence of an adulterant in the specimen during the split sample testing.

E. Consequences of a positive test

1. An employee who tests positive for a controlled substance without a valid prescription or tests positive for alcohol at a level of 0.08 or greater will be deemed to have violated this provision and shall be subject to the disciplinary terms that are prescribed herein. Any absences following the report of an initial positive result through and including the date on which the employee tests negative on a return to work test and/or the employee is cleared to return to work by the SAP, shall be charged to the employee's sick leave.
2. Notwithstanding possible disciplinary action, any employee who has tested positive for a controlled substance or alcohol will be required to test negative before the employee may return to work.

Follow-up Testing: If unaccompanied by an act, event, or conduct that in and of itself would warrant discipline, an employee's first positive test result will result in the employee being required to enroll in an Employee Assistance Program approved by the District. If accompanied by an act, event, or conduct that in and of itself would warrant discipline, an employee's first positive test result may result in the employee being subjected to disciplinary action in accordance with the Education Law. An employee who tests positive for a controlled substance or alcohol on a follow-up test or subsequent test may be subject to disciplinary action up to and including discharge pursuant to the Educational Law.

The results of tests performed under this policy will be reported directly to the Superintendent and shall thereafter be maintained by the Assistant Superintendent for Human Resources in a confidential medical file. Such results shall not be disclosed to any third party except the Board of Education, the District's lawyers, and those District Office administrators

deemed necessary by the Superintendent (which shall be limited to Assistant Superintendents and the Assistant Personnel Administrator). The test results will be kept confidential unless the employee elects to release the results or if the employee is subject to a disciplinary hearing and the employee requests a public hearing, or as otherwise required by law. Notwithstanding the above, the District shall in no way be precluded from utilizing the test results during any disciplinary hearing or related litigation.

An employee who refuses a test will be deemed to have violated this provision and will be treated as if he/she has tested positive on two separate occasions, allowing the District to pursue disciplinary charges, in accordance with applicable law, up to and including termination.

In order to be eligible to return to duty after a positive drug or alcohol test, an employee must undergo a return-to-duty test and achieve a negative result on such drug or alcohol test. The employee must complete the course of rehabilitation prescribed by the substance abuse professional (SAP), including any follow-up testing that is required. Failure to complete the course of rehabilitation prescribed by the SAP, including any follow up testing, will be treated as a second failed test. If there is a cost to complete the rehabilitation program, including any follow up tests required by the SAP, the employee shall bear the financial costs thereof that are not otherwise covered by health insurance.

F. Negative Results

Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there was reasonable suspicion for such testing and the results of such test yield a negative result, all documentation and/or references to the events giving rise to the test shall be expunged from the District's records. Should a designated District Office administrator make a determination that reasonable suspicion exists to test in three (3) cases where the results are negative, other than where a test is reported as negative because the employee used prescription medications in accordance with a valid doctor's prescription, they will no longer be eligible to make determinations as to reasonable suspicion.

Nothing set forth herein shall in any way be deemed a waiver of an employees rights pursuant to Section 3020-a of the Education Law.

**ARTICLE XXI**  
**Vacation Sell-Back**

In the event that the Coordinator of Physical Education and/or the Coordinator of Technology are unable to utilize their holidays during the designated holiday recesses and/or their vacation during the summer vacation period, they may sell back to the District on June 30<sup>th</sup>

of each year up to a maximum of ten (10) of the days which they were prevented from using at the rate of 1/300<sup>th</sup> of their salary per day utilizing the salary rate in effect on June 30<sup>th</sup>. The Coordinators shall make a good faith effort to utilize all of the time off for which they are eligible during the designated holiday recesses and/or summer vacation period and shall not be eligible to sell back such days unless they have received the prior written approval of their immediate supervisor to work during the designated holiday recesses and/or summer vacation period. Sell back forms shall be created by the District and are attached as Exhibit B.

Unit members may sell back up to five (5) unused vacation days per year at the rate of 1/300<sup>th</sup> per day, utilizing the base salary rate in effect on July 1st. Sell back shall be subject to the prior written authorization of the unit member's immediate supervisor and the appropriate District Office Administrator and shall be requested utilizing the form attached to the Contract as Exhibit B. Such form must be submitted by no later than June 1st. Any days sold back must be worked by the unit member during the five (5) working days in August prior to the date on which all unit members would otherwise be required to report to work. Payment for days sold back shall be made by no later than the first pay period on October. This paragraph shall not apply to the Coordinator of Athletics, who shall instead be eligible to sell back vacation days pursuant to the preceding paragraph.

## **ARTICLE XXII**

### **Work Year**

The work year for all unit members shall be twelve (12) months from July 1 through June 30, excluding all days during the regular school year (*i.e.*, first and last day teachers report) where teachers are not required to report (*i.e.*, holidays, recess periods, snow days, etc.) and periods of vacation as delineated below.

Administrators shall be entitled to twenty-three (23) vacation days during the months of July and August, excluding the July 4<sup>th</sup> holiday for which administrators shall have off, except that administrators shall not be allowed to utilize vacation days on July 1<sup>st</sup> or 2<sup>nd</sup> and/or within five (5) business days prior to the Superintendent conference day held in August or September, unless they receive prior written approval as set forth herein. Such vacation days shall be pro-rated for service of less than a full school year (July 1 – June 30), except such days shall not be pro-rated if the unit member is involuntarily exceded due to job abolition under the Education Law.

The use of vacation days shall be scheduled at such time so as not to disrupt the operations of the District. Building Principals and Coordinators shall obtain advance approval for the utilization of vacation days from at least one of the Assistant Superintendents for Instruction or their designee. Assistant Principals shall obtain the advance approval of both their Building Principal and one of the Assistant Superintendents for Instruction or their designee. The use of vacation days shall be subject to the non-grievable discretion of the District, provided however, that the use of such days shall not be unreasonably denied. Denials of utilization, if any, shall be based on the educational operational needs of the District. Any administrator denied vacation which precludes them from utilizing all twenty-three (23) vacation days during the summer, shall be permitted to take any denied vacation days during the upcoming school year with the use of such day(s) subject to the approval of the Superintendent.

All summer work calendars shall be given to the Superintendent's office no later than June 1<sup>st</sup>, with any subsequent changes to the calendars being subject to and approved in accordance with this provision.

### **ARTICLE XXIII**

#### **Superintendent/Council President Meetings**

The Superintendent and the President of the William Floyd Council of Administrators and Supervisors shall meet a minimum of five (5) times per year, more frequently if deemed necessary by either party, to discuss matters relating to the implementation of this Agreement. If the Superintendent is not available, he will designate his/her representative or the meeting will be rescheduled to a mutually agreeable date.

### **ARTICLE XXIV**

#### **Labor Management Committee**

The parties hereby establish a committee to be known as the Labor Management Committee. This committee shall be composed of two members of the Board of Education, two (2) members of the William Floyd Council of Administrators and Supervisors and the Superintendent and/or his/her designee.

The sole purpose of the Labor Management Committee shall be to provide an avenue of free communication between the William Floyd Council of Administrators and Supervisors and the Board of Education for the purpose of formulating common objectives and working together for the improvement of the educational system at the local, state and national levels.

### **ARTICLE XXV**

#### **Timepiece**

All members of the unit shall be required to clock-in and clock-out at the beginning and end of the school day, using the Timekeeping system selected in the sole discretion of the District. The District shall not require unit members to clock-in or clock-out during any other time of the day, unless mutually agreed by the parties.

The District will not provide any DNA or other biometric information to any third party, including law enforcement (exclusive of the vendor for purposes of device functionality) without a court order, summons or subpoena, as appropriate, except: (1) where otherwise required by law: or (2) to comply with a request from law enforcement or other competent authority investigating a crime or threat occurring on school property or where the District is the complainant.

For the purpose of this provision, the term "DNA or other biometric information" shall mean a digital image or hard copy of: a finger print, retinal pattern or biometric identifier and shall not mean the data generated by algorithm that represents the biometric information. It is agreed between the parties that any vendor's methodology does not store, maintain and/or archive any DNA or other biometric information based upon the vendor's representations.

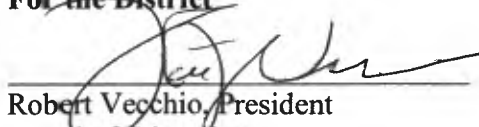
In no event shall the parameters of the work day used in the timekeeping system be used by either the District or the Union to change the existing practice related to the number of work hours and/or length of the work day for unit members.

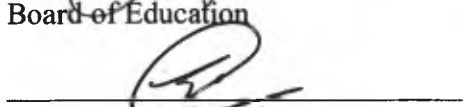
**ARTICLE XXVI**  
**Duration Of Contract**

This is a five (5) year contract with the William Floyd Council of Administrators and Supervisors and the William Floyd Union Free School District, commencing July 1, 2019 until June 30, 2024.

In witness whereof, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**For the District**

  
Robert Vecchio, President  
Board of Education

  
Kevin Coster, Superintendent

**For the Union**

  
Dr. Michele Gode, President, WF CAS

**Exhibit A**

Jaqueline Drucker  
John Sands  
Elliott Schriftman  
Rosemary Townley  
Arthur Reigel  
Richard Gaba  
Howard Edelman  
Jeffrey Selchik  
Robert Simmelkjaer  
Alan Viani  
Dan Brent

**Exhibit B**

WILLIAM FLOYD SCHOOL DISTRICT  
of the Mastics-Moriches-Shirley  
District Office

**UNUSED SICK/VACATION DAYS PAYOUT  
REQUEST FORM**

I, \_\_\_\_\_, hereby request compensation for  
Name of Employee

\_\_\_\_\_ days of unused sick time and/or hereby request compensation for  
# of days

\_\_\_\_\_ days of unused vacation time.  
# of days

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Asst. Superintendent for Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Asst. Superintendent for Business

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

**\*\*Please attach a copy of the page in your contract that allows you to buy back unused sick and/or unused vacation, as well as a copy of your attendance card.**