AGREEMENT

COVERING CONDITIONS OF EMPLOYMENT FOR THE ADMINISTRATIVE STAFF

MUTUALLY ADOPTED BY THE BOARD OF EDUCATION IRVINGTON UNION FREE SCHOOL DISTRICT TOWN OF GREENBURGH, IRVINGTON, NEW YORK

AND

THE IRVINGTON ADMINISTRATORS' ASSOCIATION

EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2030

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ARTICLE I - RECOGNITION

The Board of Education of the Irvington Union Free School District, Irvington, New York (hereinafter referred to as the "Board") hereby recognizes that the Irvington Administrators' Association (hereinafter referred to as the "Administrators") are the exclusive representative of the Building Principals, Assistant Principals, Director of Pupil Personnel Services, Assistant Director of Pupil Personnel Services, Director of Physical Education, Health & Athletics, Director of Special Projects, and the Director of Technology for the purpose of negotiating, collectively, in the determination of the terms and conditions of employment, as defined in the Public Employees' Fair Employment Act and in the determination of and administration of conditions of employment. Unless otherwise indicated, the term "Administrator" when used in this Agreement, shall refer to a member or members of the unit defined herein and to those Administrators referred to in Appendix A.

ARTICLE II - TERMS OF AGREEMENT

This Agreement shall constitute the Agreement between both parties and shall be in effect from **July 1, 2024,** through **June 30, 2030.**

Whereas, the Administrators have requested that the Board recognize the Administrators as the exclusive negotiating agent for the Administrators' Association negotiating unit, and

Whereas, the Board has determined that the Administrators are the representative organization of the majority of the personnel in the Administrative Association as a negotiating unit,

Now, therefore, the Board and the Administrators do hereby mutually agree as follows:

A. RECOGNITION

The Board hereby recognizes the Administrators' Association as the exclusive negotiating agent for the negotiating unit set forth in Article I above.

B. ACCEPTANCE

The Administrators hereby accept the recognition as hereinbefore made, and the Administrators agree to comply with the provisions of Section 210, Article 14, of the Civil Service Law and affirm that they do not assert the right to strike against any government, to assist or participate in any such strike.

ARTICLE III - PRINCIPLES AND NEGOTIATION PROCEDURES

A. NEGOTIABLE ITEMS

The Board and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning salaries, fringe benefits and conditions of employment.

B. NEGOTIATION TEAM

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Administrators for the purpose of discussion and

reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

C. OPENING NEGOTIATIONS

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set, not more than fifteen (15) days following such request. A tentative list of items for negotiations shall be submitted, in writing, by each party to the other party, at least one week prior to the first meeting.

1. Following the initial meeting, as described, such additional meetings shall be held until the parties reach an agreement on the items or until an impasse is reached. A caucus can be called by either party, as it is deemed necessary.
2. While no agreement shall be final without ratification by the Board and the Administrators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals and reach compromises in the course of negotiations. However, such proposals, counter proposals and compromises shall not be final and binding unless ratified by the Board and the Administrators.
3. The parties agree that once negotiations have been completed and agreement ratified, the negotiations will not be reopened during the life of the Agreement.

D. EXCHANGE OF INFORMATION

Both parties and/or the Superintendent of Schools shall furnish each other, upon reasonable request, all available information pertinent to the items under consideration.

E. CONSULTANTS

The parties may call upon consultants to assist in preparing for negotiations and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

F. COMMITTEE REPORTS

The parties agree that, during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and Association, the proceedings shall not be released to the public, unless an issuance has the approval of both parties.

G. REACHING AGREEMENT

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board and the Administrators' membership.

The negotiation procedures to be utilized by the Board and the Administrators shall follow those stated in the Taylor Law.

H. RECORD KEEPING

Each party shall be responsible for the record-keeping that it desires to maintain, during the various negotiation meetings. Mechanical devices are not permitted.

ARTICLE IV - OTHER AREAS OF PROFESSIONAL COMPENSATION

A. SALARY

1. Evaluation Rating

Those tenured Administrators who receive an overall evaluation rating of "Effective" or better on the prior year's annual appraisal shall be entitled to receive the wage increases set forth below, with such increases being effective in the subsequent year. Those non-tenured Administrators who receive an overall evaluation rating of "Developing" or better on the annual appraisal during the first year of employment shall be entitled to receive the wage increases set forth below effective in their second year of employment. Non-tenured Administrators shall be required to receive an overall evaluation rating of "Effective" or better commencing with their second year of employment in order to be eligible for said wage increases, with such increases being effective in the subsequent year.

2. Determination of Salaries

i. The District shall have the discretion to determine the initial salary for any newly hired Administrator.

ii. The following salary targets shall set the base target range for the contract term commencing with the 2024-25 school year:

a.	HS Principal	$217,520
b.	MS Principal	$204,079
c.	ES Principal	$198,000
d.	HS Asst. Principal	$169,345
e.	MS Asst. Principal	$162,887
f.	ES Asst. Principal	$156,550
g.	PPS Director	$198,000
h.	Asst. PPS Director	$160,000
i.	Athletic Director	$175,000
j.	Director of Technology	$185,000
k.	Director of Special Projects	$160,000

iii. During a unit member's probationary period, base salary shall increase each year by 1/8 of the distance between the prior year's salary and the current year's target salary OR by the base salary percentage increase (paragraph vii below) whichever is higher.

iv. Upon completing the applicable probationary period and being granted tenure, an administrator's salary shall be increased first by the $6000 tenure award and then by the base salary percentage increase (paragraph vii below). No other equity adjustment shall be made for the school year in which the $6000 tenure award is applied. Said tenure award shall be granted effective in the school year following that in which tenure is granted.

v. Beginning in the year following the grant of tenure, an adminsitrator's salary shall be increased by the higher of the amount resulting from the base salary percentage increase (paragraph vii below) OR from the equity increase described below:

a. 1st year after tenure- 1/4 of the distance between the prior year's salary and the target salary.

b. 2nd year after tenure- 1/2 of the remaining distance between the prior year's salary and the target salary.

c. 3rd year after tenure- 1/3 of the remaining distance between the prior year's salary and the target salary.

d. 4th year after tenure- 1/3 of the remaining distance between the prior year's salary and the target salary.

e. 5th year after tenure- 1/2 of the remaining distance between the prior year's salary and the target salary.

f. 6th year after tenure and beyond- The administrator shall be paid the target salary.

vi. Solely for those administrators whose salary reached the 2023/24 target as of July 1, 2023, based on the 2016-2024 contract (Article VI(A)(1)(v.)(f.)), paragraph v above shall be inapplicable and increases to base salary shall be determined in the following manner. Said administrators shall have their salary increased by the higher of the amount resulting from the base salary percentage increase (paragraph vii below) OR from the equity increase described below:

2024-25: 1/2 of the distance between the prior year's salary and the 2024/25 target salary.

2025-26: 3/4 of the remaining distance between the prior year's salary and the target salary.

2026-27: the administrator shall be paid the target salary.

2027-28: the administrator shall be paid the target salary.

2028-29: the administrator shall be paid the target salary.

2029-30: the administrator shall be paid the target salary.

vii. Target salaries (as listed in ii above) will increase by the following amounts over the course of this agreement:

a.	2024-2025	2.00%
b.	2025-2026	1.75%
c.	2026-2027	1.50%
d.	2027-2028	1.50%
e.	2028-2029	1.50%
f.	2029-2030	1.50%

These percentages also represent the base increase as stated herein to the extent applicable.

viii. Effective July 1, 2030, the process more particularly described in sub paragraphs (ii-iii, & v-vii, but excluding iv) above shall sunset in all respects for any unit member hired after June 30, 2024. Accordingly, said post June 30, 2024 unit members' base salary shall not be increased after June 30, 2030 unless the parties mutually agree to do so through collective bargaining.

ix. The parties shall meet on or before July 1, 2029, to commence negotiations for a successor agreement.

x. Effective July 1, 2024, a mandatory direct deposit payroll system shall be implemented for all unit members.

3. The parties agree to meet on or before August 15. 2024 for the purpose of establishing the process for determining annual ratings(s) for unit members who are not covered by 3012 D.

4. **Doctoral Stipend**

Effective July 1, 2013 and thereafter, an Administrator with an earned doctoral degree in the field of education, who has provided proof of such degree acceptable to the Superintendent, shall be provided with an annual doctoral stipend of $2,000 which shall not be cumulative. Effective July 1, 2024, Administrators with earned doctoral degrees outside of the field of education which the Superintendent has deemed to be relevant to their role in the District and approved in writing, shall receive said doctoral stipend. Said administrators shall be required to provide proof of such degree acceptable to the Superintendent.

B. HEALTH INSURANCE

1. Alternative Health Insurance Plan

The District may, at any time, provide an alternate health insurance plan(s), provided the new level of benefits under the new plan(s) are substantially equal to or better than the current coverage provided by the District at the time of the proposed change. In the event the Association believes that the new level of benefits under the new plan(s) are not substantially equal to or better than the current coverage provided by the District at the time of the proposed change, said dispute shall be submitted to expedited binding arbitration before one (1) arbitrator selected from a panel consisting of Martin Scheinman, Bonnie Weinstock or Howard Edelman, based upon which arbitrator is first available. If none of the arbitrators are available, an arbitrator shall be selected in accordance with the American Arbitration Association Voluntary Labor Rules.

2. Active Employee Health Insurance Coverage and Contribution

a. Effective July 1, 2024, Administrators with family, two person or individual coverage under the District's health insurance plan(s) shall contribute towards the premium cost of such coverage as follows:

2024-2025	22.5%
2025-2026	23.0%
2026-2027	23.0%
2027-2028	23.5%
2028-2029	23.5%
2029-2030	24.0%

b. The parties herewith acknowledge that the Administrator has the option to cover any additional costs(s) of coverage for other eligible dependents that the Administrator wishes to include, subject to the terms of the applicable insurance plan in effect. In order to be eligible for said coverage, Administrators must first apply to the Office of the Assistant Superintendent for Business.

c. Administrators shall be required to annually comply with applicable verification processes mandated by the applicable health insurance plan in effect. Said process(es) shall be completed within thirty (30) days of the "notice date to verify" established by the applicable health insurance plan. In the event, said process(es) is not completed within thirty (30) days, the District may cease providing health insurance coverage.

3. Retired Employee Health Insurance Coverage and Contribution

a. For any Administrator hired on or before March 28, 2012, the Board will continue to pay 100% of the health insurance premium for health insurance coverage into retirement for the Administrator (and his/her spouse at the time of retirement subject to paragraph (e) below) who retires from the District after 5 years of continuous service with the District.

b. An administrator (and his/her spouse at the time of retirement subject to paragraph (e) below) hired after March 28, 2012 shall be eligible to receive health insurance coverage into retirement under the District's applicable health plan and subject to the terms of the applicable insurance plan in effect provided:

1) He/she retires from the District directly into the Teachers' Retirement System ("TRS"); and
2) The Administrator has provided a minimum of ten (10) years of service to the District; and
3) The Administrator contributes a percentage of the cost to provide health insurance in retirement that is equivalent to the percentage paid in their final year of employment.

Regardless of hire date, said retiree health insurance coverage in retirement shall be available to the Administrator (and his/her spouse at the time of retirement subject to paragraph (e) below) for life subject to the terms of the applicable insurance plan in effect (including the below verification process) and provided the retired unit member (or his/her spouse to the extent applicable) continues to pay the applicable premium for said coverage.

c. Verification Process: In order to be eligible for said retiree coverage, the Administrator shall be required to annually comply with applicable verification processes mandated by the applicable health insurance plan in effect. Said process(es) shall be completed within thirty (30) days of the "notice date to verify" established by the applicable health insurance plan. In the event, said process(es) is not completed within thirty (30) days, the District may cease providing health insurance coverage to the retiree (and his/her spouse).

d. Dependent Coverage: Said retiree health insurance coverage shall be available to the Administrator's dependents under the age of 26 at the sole cost of the Administrator subject to the terms of the applicable insurance plan in effect. In order to be eligible for said coverage, Administrators must first apply to the Office of the Assistant Superintendent for Business. Administrators electing such dependent coverage shall pay the difference in the premium cost between the applicable individual or two person plan and the applicable family plan, in addition to the Administrator's premium cost share, if any, for the applicable individual or two person plan.

e. Spouse Coverage: Said retiree health insurance coverage in retirement shall be available to the Administrator and his/her spouse for life subject to the terms of the applicable insurance plan in effect. Said coverage shall only be made available to the extent the Administrator's spouse was covered under the District's plan at the time of the Administrator's retirement. The District will continue health insurance in retirement for a surviving spouse in those instances where the predeceased retiree qualified at the time of retirement for health insurance in retirement. The District's obligation shall be to pay the same percentage of the applicable premium for the surviving spouse as it would have been obligated to pay for the retired Administrator.

f. Medicare: For all members retiring on or after August 15, 2019, the District shall only be responsible for the basic Part B component of the Medicare contribution.

4. Payments in Lieu of Health Insurance Coverage

a. Administrators who have health insurance through another source may opt to waive coverage under the District's health insurance policy for a full year by completing the appropriate form furnished by the District. Administrators electing to do so shall be eligible for the following health insurance waiver payments as applicable.

b. For members hired prior to August 15, 2019, the health insurance waiver payment shall be 35% of the District's net cost of providing the applicable (family, two person, single, etc.) insurance. Net cost will be defined as the total premium minus the applicable member premium contribution.

c. For members first employed by the District on or after August 15, 2019, the health insurance waiver payment shall be based on the 2024-25 waiver amount of $3,892.45 for those eligible for individual coverage and $6,487.37 for those eligible for family or two person coverage. These amounts shall increase annually by a percentage identical to the percentage increase of the District's health insurance premium cost for individual, 2 person or family coverage.

d. Administrators electing to waive their coverage must do so by November 30 during open enrollment, in writing, with the provisions of this section taking effect for the full calendar year effective on January 1. Payment to the Administrator shall begin with the first half payment on or before April 15 and the second payment on or before October 15. Full coverage may be reinstated for the full calendar year effective on January 1 by notifying the District during open enrollment, in writing, in accordance with the timeline(s) set forth above. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines will be waived to the extent that there is no conflict with the requirements of the District's applicable insurance carrier. If reinstatement occurs due to such emergency conditions, the Administrator will repay (on a pro rata basis) any amount already forwarded to him/her.

C. LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE

The District shall furnish term life insurance coverage for each administrator in the amount of two (2) years' salary, up to a maximum benefit of $400,000, rounded to the nearest $5000, and a long-term disability insurance policy with a 90 day waiting period, 60% of income payable to age sixty-five (65), due to disability resulting from sickness or accident.

D. ADDITIONAL BENEFIT FUND PAYMENT

The Board will pay the following amounts to the Irvington Faculty Association ("IFA") Benefit Fund on behalf of each full-time unit member on a per capita basis in each year of this agreement:

2024-2025	$1,200
2025-2026	$1,200
2026-2027	$1,200

The increases for the 2027-2028 through 2029-2030 school years shall be consistent with that of the contributions indicated in the collective bargaining agreement between the District and the IFA. For part-time unit members, the District shall pay a pro-rated portion of the appropriate annual payment based upon FTE. The application of these funds to additional fringe benefits shall be the responsibility of

the Association. Payment will be made no later than October 15. In the event the IFA Benefit Fund declines to permit participation by IAA members at any time in the future, the District shall solely be responsible for the per capita contribution it would otherwise have had to make on behalf of each unit member pursuant to the above and/or the IFA agreement. In no event shall the District's contribution decrease from the amount of the most recent prior school year.

E. EDUCATION ALLOWANCE

Each year of this agreement, the Board of Education will budget a total of $15,000 as a fund for tuition reimbursement for the group. The Superintendent or designee may convene a committee to determine the process for application and reimbursement.

F. JURY DUTY

An Administrator who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick and/or personal days. However, if an Administrator receives jury duty pay for a day when school is in session, he or she will turn that amount over to the District, less the amount paid for travel expenses.

G. PERSONAL BUSINESS LEAVE

Each Administrator will be granted three (3) personal business days per year for the first year of employment, four (4) days for the second year of employment, and five (5) days for the third and each year thereafter of employment, but these days shall not be accumulated. No personal business days shall be taken on consecutive days before, or days following, vacations or holidays, or on a Monday or Friday, unless the approval of the Superintendent of Schools is granted. The decision to grant such personal leave is in the discretion of the Superintendent or designee, but shall not be unreasonably withheld. No other personal business days shall require approval. All personal business days shall require reasonable notice.

Unused personal days may not be carried over from the end of one school year to the next. However, such unused personal days shall be converted to sick leave days at the rate of 1 to 1.

H. LEAVE FOR FAMILY ILLNESS AND DEATH IN THE FAMILY

Three (3) days leave with no deduction in pay will be granted for illness in the immediate family. These days will neither be accumulated nor deducted from sick leave. The immediate family is here defined as father, mother, brother, sister, son, daughter, husband, or wife.

Three (3) days leave with no deduction in pay will be granted for death (each occurrence) in the immediate family. These days shall neither be cumulative nor deducted from other authorized leaves. The immediate family is defined as mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, husband, or wife.

I. SICK LEAVE

No deduction in pay will be made for absence of six (6) days, or less, for illness for the first year of employment, eight (8) days, or less, for illness for the second year of

employment, and ten (10) days or less, for the third year and each year thereafter of employment.

An Administrator, in his/her first year of service in Irvington, will be allowed fourteen (14) days of illness before any loss of pay. This allowance covers the first two (2) years of service in Irvington. If an Administrator leaves the District in less than two (2) years, having used more than his/her pro-rated amount of sick leave, his/her salary will be adjusted accordingly.

A non-cumulative reserve of thirty (30) working days will be available to each Administrator for an extended illness. Extended illness shall mean an illness or disability of thirty (30) or more working days. This reserve shall be in effect only after the accumulated sick leave has been used up. Thereafter, the Administrator will receive the difference between his/her salary and the amount paid for the substitute employed, until the long-term disability insurance becomes effective.

Unused sick leave up to six (6) days the first year of employment, eight (8) days the second year of employment and (10) days the third year and each year thereafter of employment shall be cumulative over succeeding years with no maximum limit. Whenever any Administrator is absent more than eight (8) days in the second year of employment and (10) days in the third year and each year thereafter of employment, the additional absence shall be deducted from the cumulative total.

If an Administrator has sick days remaining at the time the long-term disability becomes effective, he/she may choose to have the Board pay the difference between his/her full salary and the insurance company payment (60%). If the Board pays the 40% difference, the remaining accumulated sick leave will be reduced on a pro-rata basis.

A unit member who has been absent for illness for five (5) consecutive school days shall be required to submit a doctor's note to the Superintendent of Schools substantiating such illness. A unit member who has been absent for illness for eight (8) school days during a particular thirty (30) day period shall be required to submit a doctor's note to the Superintendent of Schools substantiating their illness.

A sick leave bank of fifty (50) days shall be established for the bargaining unit which may be accessed by an individual Administrator when he/she incurs a serious or prolonged illness as defined below and has exhausted his or her accumulated sick leave as well as the one-time non-cumulative reserve of thirty (30) working days available to each unit member as set forth above.

Said sick leave bank shall be initially funded by deducting two (2) sick leave days from each unit member's 2024/25 allotment. Thereafter, one (1) additional sick leave day shall be deducted from each unit member's annual allotment each school year until the full reserve of fifty (50) days has been reached. If the amount of remaining days to fund is less than the number of unit members, a half sick day will be deducted from each member so that all members contribute equally. In the event that an eligible unit member must access the sick leave bank prior to the initial full reserve being reached, the District shall advance the necessary days which shall thereafter be deducted from each unit member's prospective annual allotment. In the event the sick leave bank must be replenished to the full reserve of fifty (50) days after it has been accessed by an eligible unit member, the process for replenishment

shall be identical to the initial funding process. This may require a contribution of 2 days, 1 day or ½ day depending on the days accessed and shall remain equal among unit members such that the bank always has the requisite minimum of 50 days. Other than as set forth above, in no event shall the District be responsible for contributing days to the sick leave bank, in any manner.

The sick leave bank shall be administered by the sick bank committee with one member appointed by the President of the Association and one member appointed by the Superintendent. The committee shall act on all requests for sick leave bank days and shall establish any and all procedures necessary to operate the sick leave bank. Sick leave bank days are to be granted only in the event of prolonged or chronic illness or disability. Withdrawal of days from the sick leave bank shall be limited to an eligible unit member who is disabled for a prolonged period of time or has incurred a chronic illness or disability and who has exhausted his or her accumulated sick leave as well as the one-time non-cumulative reserve of thirty (30) working days available to each unit member as set forth above. There will be a five (5) working day deductible for all eligible parties, except as waived by unanimous agreement of the committee. The unit member must present valid medical evidence attesting to the need for sick leave bank days. The committee shall have the power to require an independent examination by a physician selected by the committee. When such examination is made by an "in network" health care provider, payment for said examination shall be split evenly between the District and the applicant. In all other cases, payment for such an examination shall be made by the District. The decision of the committee shall be final and binding and shall not be subject to review in any forum, including but not limited to the grievance procedure set forth in this Agreement. In the event of a tie vote regarding a request for sick leave bank days, the matter will be referred to the District physician for final decision.

J. LONGEVITY PAYMENT

Any Administrator with twenty (20) years of service credited in the New York State or New York City Teachers Retirement Systems, a minimum of ten (10) years in the Irvington Schools, eligible to retire under the New York State or New York City Teachers Retirement Systems, and who submits to the District an irrevocable resignation for the purpose of retirement at least six (6) months prior to such retirement and who in fact retires under either the New York State or New York City Teachers Retirement Systems shall be eligible for a one-time payment of 25% of annual salary (base salary plus career increments) payable upon separation from the District.

This paragraph "J" pertaining to longevity payment does not apply to any Administrator hired after March 28, 2012 and any Administrators hired after such date shall not be eligible for any payment pursuant to this paragraph upon separation from the Distict.

K. SERVICE INCREMENT

1. Subject to paragraph (3) below, commencing on July 1st of the following year(s) of "Credited Service", Administrators shall receive the following non-cumulative additional payment per year:

15	$1,000
20	$2,000 (total)
25	$4,000 (total)
30+	$6,000 (total)

"Credited Service" shall be defined as service as a full-time teacher and as a full-time Administrator, whether within the Irvington school district or elsewhere.

2. Effective July 1, 2024, other than as specifically set forth below, the schedule in paragraph 1 above shall be inapplicable. For purposes of service increment payments, "Credited Service" shall be defined as service as a full-time teacher or Administrator solely within the Irvington school district for those unit members hired prior to June 30, 2024. For unit members hired after June 30, 2024, "Credited Service" shall be defined as service as a full-time Administrator solely within the Irvington school district. Subject to paragraph (3) below, commencing on July 1st of the following year(s) of "Credited Service", Administrators shall receive the following non-cumulative additional payment per year:

6	$1,250
9	$2,500 (total)
12	$4,500 (total)
16	$6,500 (total)
18+	$7,500 (total)

Any Administrator hired on or prior to June 30, 2024, shall move to the newly defined "Credited Service" schedule set forth above at such time as said placement, based only upon his/her years of service as a full-time teacher or Administrator solely within the Irvington school district, results in an increased payment from the applicable payment in the "Credited Service" schedule set forth in paragraph one (1) above.

3. Administrators who began their employment between July 1st-December 31st shall commence accrual of their first year of "Credited Service" as of July 1st of the school year in which they were hired. Administrators who began their employment between January 1st-June 30th shall not commence accrual of their first year of "Credited Service" until July 1st of the subsequent school year.

4. In order to be eligible to receive the service increments noted above, the Administrator must receive an "Effective" (or better) overall evaluation rating on the annual performance appraisal during the prior school year. Should the Administrator fail to achieve an overall annual rating of "Effective" (or better) in the school year prior to that in which the service

increment is earned, i.e. years 5, 8, 11, 15 and/or 17, he/she will be given an additional opportunity to earn said increment in the following year, provided he/she achieves a rating of "Effective" (or better) in year 6, 9, 12, 16 and/or 18, with the service increment being effective in year 7, 10, 13, 17 and/or 19. Said service increment shall not be paid retroactively in such event.

5. In the event the Administrator fails to achieve a rating of "Effective" (or better) for two (2) such consecutive school years, he/she shall no longer be eligible to receive the particular level of service increment. In such case, the Administrator will be required to wait until he/she has earned the next scheduled service increment, to the extent applicable, in accordance with the procedure set forth above. Notwithstanding the foregoing, once a service increment has been earned in any particular school year, it may not thereafter be withheld.

6. For illustrative purposes only, if an Administrator fails to achieve an "Effective" (or better) rating at the completion of his/her 8th year of service, he/she shall not be eligible for the 9-year service increment level for the following school year. In the event said administrator receives an "Effective" (or better) rating at the completion of their 9th year of service, he/she shall be eligible to receive the 9-year career increment level commencing with his/her 10th year of service to the District, i.e. said payment shall not be retroactive. In the event said Administrator fails to achieve an "Effective" (or better) rating at the completion of his/her 9th year of service he/she shall not be eligible for the 9-year service increment level at any time. Said Administrator shall not be eligible to receive a service increment again until he/she reaches the next service level, to wit, 12 years of service to the District, provided he/she receives an "Effective" (or better) rating at the completion of their 11th year of service.

L. PROFESSIONAL ORGANIZATIONS

The Board of Education will allocate up to a maximum of $900.00 for each full-time Administrator for the purchase of membership in professional organizations.

M. FLEXIBLE SPENDING ACCOUNT

The Board of Education agrees to establish a flexible spending account for Administrators with no funds to be supplied by the Board, with the exception of the administration of these accounts through the Business Office.

N. TRAVEL/MEAL ALLOWANCE

The District will provide each member of the bargaining unit a $500 per year allowance to be used for meals and/or travel expenses necessitated by the unit member's attendance at in-district evening events or meetings during the regular workweek. Travel/Meal allowance shall be paid to unit members as regular salary on

or before December 31st of each school year. Administrators shall not be required to submit receipts for said expenses. Said allowance shall be prorated for administrators serving less than a full school year. Administrators who have already been paid the allowance and who separate from the District prior to the end of a school year shall have any and all funds that have been overpaid deducted from their final paycheck.

The foregoing shall be inapplicable to mileage and/or meal reimbursement for expenses incurred for out of district conferences and/or mileage reimbursement for attendance at a weekend event or meeting, which shall continue to be reimbursed in accordance with and subject to applicable District policy. For Athletics, reimbursements will still be made for attendance at approved weekday district athletic contests subject to applicable District policy.

ARTICLE V - PREVIOUS PRACTICE CLAUSE

All conditions of employment, which have been the practice in effect within the District prior to the time this contract becomes effective, shall be maintained for the life of this contract, except where otherwise specified by the specific terms and conditions of this contract.

ARTICLE VI - OTHER CONDITIONS OF EMPLOYMENT

A. ADMINISTRATOR'S WORK YEAR AND VACATION LEAVE

1. It is agreed that work year for Administrators shall be twelve (12) months in order to ensure the proper fulfillment of the duties prescribed for these positions. Administrators shall be entitled to twenty-two (22) vacation days annually during the summer and shall further be entitled to holidays and recess periods as noted in the Board approved school calendar.

2. In the event an Administrator is unable to take his/her twenty-two (22) vacation days during the summer due to job-related responsibilities, the Administrator, subject to the written approval of the Superintendent of Schools, may carry over up to a maximum of twenty-three (23) vacation days which shall be reimbursed at the applicable per diem rate set forth below upon the Administrator's separation from the District. Administrators may also choose, under the above circumstances, to cash in up to six (6) of said unused vacation days each year at the applicable per diem rate set forth below. In school years where the first day of school for students occurs prior to Labor Day, administrators may cash in one additional unused vacation day (for a total of seven (7)).

3. Vacation days may be made available following initial employment with the understanding that if the Administrator were to leave the District, vacation leave would be prorated and the Administrator would be required to reimburse the District for any vacation days used in excess of the prorated amount based upon the Administrator's per diem rate.

4. Effective July 1, 2024, the calculation to derive the per diem salary rate for Administrators shall be based upon a work year of 240 days (1/240th).

5. Vacation days may be taken in the period following the final workday of the school year for members of the teaching staff and prior to the date that is two (2) weeks and one (1) day prior to the first day of the school year for students. Notwithstanding the foregoing, in light of the unique summer responsibilities for the Director of Technology, Director of PPS, and the Assistant Director of PPS, those members shall be permitted to use vacation days during the months in which school is in session for students. Such days, however, shall not be taken immediately before or after a vacation/recess period or school holiday, unless explicitly approved by the Superintendent of Schools.

6. With prior written approval of the Superintendent of Schools, Administrators shall be entitled to work remotely for a maximum of two (2) days during the summer, subject to the following conditions:

    a. Said remote days shall not be taken during the first week of July.
    b. Said remote days shall not be taken during the two (2) weeks and one (1) day prior to the first day of the school year for students.
    c. Said remote days shall not be taken contiguous with a vacation day.

B. CONSULTATION AND RECOMMENDATIONS

The Administrators shall be consulted through participation in regularly scheduled meetings with the Superintendent and may offer recommendations on matters affecting the operation of the school. These items shall include, but are not limited to, class size, teaching load, facilities, assignments, transfers, professional growth and scheduling.

C. ABOLISHMENT OF POSITION

In the event that an administrative position covered by this contract is to be eliminated, every effort will be made to notify the Administrator whose position is affected as soon as possible. Written notification will be given by the Superintendent of Schools, as soon as possible but no later than sixty (60) days prior to the date the position is to be abolished.

D. CONFLICTS

Nothing contained in this labor agreement shall conflict with, nor be determined to conflict with the annual professional performance review Regulations of the Commissioner of Education which have been and may hereafter be issued, nor with the provisions of Section 3012-c of the Education Law of the State of New York, and any amendments thereto. If it is determined by the Commissioner of Education

or a final court of competent jurisdiction that a conflict exists, the law and the aforesaid Regulations shall govern.

E. ADMINISTRATOR PERFORMANCE REVIEW

1. The parties acknowledge that a performance appraisal plan for Building Principals has been mutually developed by the District and the Association in accordance with New York State APPR requirements for Building Principals. The parties may mutually agree to renew or modify said APPR plan in accordance with applicable law.

2. The parties agree to meet on or before October 31st, 2024, for the purpose of establishing the process for determining annual ratings(s) for unit members who are not covered by 3012 D.

3. The APPR plan will contain an "Overall Rating" component which shall be used to determine whether or not a tenured Administrator will receive the salary increase(s) set forth in Article IV(A)(1) above or be eligible to receive a career increment, as set forth in paragraph Article IV(K) above. For new non-tenured Administrators, it is expected that such Administrator will achieve a minimum evaluation rating of "developing" during the first year of employment to receive a salary increase. Thereafter it is expected that the non-tenured Administrator will receive a rating of "Effective" (or better) in order to receive a salary increase or to be eligible to receive a career increment for the next year. At a minimum an "Effective" overall evaluation rating on the annual performance appraisal must be achieved to enable the tenured Administrator to:

   a. Be eligible for the next available career increment (see Article IV(K) above); and

   b. Receive any salary increase for the following school year pursuant to Article IV(A)(1) above.

4. It is further agreed, that the evaluation (APPR) process will include timelines for conducting mid-year and end-of-year evaluations and a statement of understanding that should the Superintendent or his/her designee identify concerns regarding an Administrator, that such concerns shall be brought to the attention of the Administrator as soon as possible rather than waiting until the next scheduled evaluation session(s) between the evaluator and the staff member evaluated.

5. APPR Appeals Procedure

   The parties agree that the performance appraisal plan shall include an appeals procedure for all Administrators including Building Principals. Said appeals procedure is attached hereto as Appendix "A."

F. LEAVES OF ABSENCE

1. Unpaid Leave of Absence-Board Discretion

A leave of absence may be granted without pay for valid reasons with the approval of the Board of Education.

The leave of absence may be for no longer than two (2) years.

Notice of intent to return must be given by the first month of the last semester, prior to return.

Possible reasons for leave of absence would include, but not be limited to, work in the Peace Corps of VISTA, recuperation from illness, service with professional associations, graduate study and study related to the teaching profession.

During such leave, an Administrator will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory, such may be continued during leave if prepaid by the Administrator in advance.

2. Child Care Leave

A parental leave will be granted upon request. It shall be for no longer than twenty-four (24) months (inclusive of applicable FMLA leave), and the administrator must return on either July 1st or January 1st of the school year.

Such leave must be initiated no later than one (1) month after the birth or adoption of a child (children).

Written notice of the request for parental leave shall be provided by the employee to the District at least one hundred twenty (120) calendar days prior to the date of commencement of such leave, unless medical circumstances (as substantiated by an appropriate doctor's note) or in the case of adoption, the particular circumstances of the adoption (as substantiated by the appropriate written documentation), make it impossible of the unit member to comply with the one hundred twenty (120) calendar day notice requirement. In such event the unit member shall be required to provide as much notice as possible under the circumstances.

The LAA and the District both wish to maintain academic continuity while recognizing the personal and economic decisions administrators must make in family planning. Written notice of intent to return must be given no less than five (5) months prior to return.

During such leave, an administrator will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory such may be continued during leave if prepaid by the administrator in advance.

Pregnant unit members may use their accumulated paid leave days (vacation, sick, family illness and/or personal leave) in connection with a leave of absence of six (6) weeks due to childbirth for ordinary delivery or a leave of absence of eight (8) weeks for cesarean delivery in accordance with applicable law. In the event the affected unit member does not have enough paid leave time to cover the entire six (6) or eight (8) week leave of absence, the remainder of the applicable leave of absence shall be granted on an unpaid basis.

ARTICLE VII – MANDATORY PROVISIONS

Notices as provided by Section 204A of the New York State Public Employees' Relations Act.

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

ARTICLE VIII – MENTORING STIPEND

A. Unit members who are appointed to serve as mentors to new administrators shall be eligible to receive a stipend in the total amount of $1,500.00. Said sum shall be paid as regular salary, shall be subject to all applicable deductions and shall be paid on a prorated basis each pay period provided the unit member continues to serve in said position.

B. All newly appointed administrators will be assigned a mentor to support them during their first year in the District. The mentor assigned will be tenured to the extent practicable.

C. Unit members shall be required to perform the following duties, which shall be performed outside of the applicable school day for no additional compensation (other than the stipend set forth in paragraph (A) above):

1. The mentor will meet with their designated mentee on a regular basis to provide appropriate support.

2. The mentor will complete the mentoring program log in on Frontline to track the number of hours spent mentoring and topics discussed.

3. Mentoring meetings between mentor and mentee shall occur on a regular basis but in no event less than once every four (4) weeks.

4. The mentor shall maintain a mentor log that will document the date, time, length of each meeting as well as the topic(s) discussed. Specific notes regarding the details of the discussions will not be recorded to respect and support the relationship between the mentor and mentee.

5. Topics to be discussed may include, but are not limited to:

    - Day-to-day school, department, or District operations
    - Goal development
    - Communication/Culture

- Parent/guardian interactions and community engagement
- APPR
- Student or employee discipline
- Logistics of school/department events
- Supporting and implementing District, school, and department initiatives
- Individual Problem of Practice

D. The mentor/mentee will also meet with the Assistant Superintendent for Instruction and Human Resources on a quarterly basis to review their work for the school year and engage in reflection around a problem of practice of the mentee's choosing. The Assistant Superintendent will share additional resources as necessary and appropriate.

E. The District shall have the sole discretion, after consultation with the Association, to determine whether a mentor will continue to be provided for a particular new administrator during their second year of employment. In such event and assuming the unit member serving as mentor in the first year is willing to continue to serve in said role for a second year, said unit member shall be appointed as the mentor. In the event said unit member declines the proposed appointment or is unavailable and a new mentor must be appointed for an administrator's second year of employment, the selection process set forth in paragraph (I) below shall be followed. The new mentor assigned will be tenured to the extent practicable.

F. Unit members who are appointed to serve as mentor for a new administrator during their second year of employment shall be eligible to receive the stipend set forth in paragraph (A) above and shall be required to perform all of the job responsibilities set forth in paragraphs (C) and (D) above. Said stipend shall be paid as regular salary, shall be subject to all applicable deductions and shall be paid on a prorated basis each pay period provided the unit member continues to serve in said position.

G. Additionally, during their first year of employment, all new administrators will receive support through the PNW BOCES coaching support and will be assigned a coach outside of the District. The number of hours will be mutually agreed upon between the Assistant Superintendent and administrator.

H. The following process shall be implemented for mentor selection:

1. The Assistant Superintendent will email unit members to make them aware that a mentor is needed.

2. Any administrator who is interested in serving as a mentor will send an email noting their interest to the Assistant Superintendent within the time frame noted in the original notice.

3. The Superintendent and Assistant Superintendent will review the request and shall have the final authority to approve the particular unit member(s) selected to serve as the mentor(s) for each candidate.

IN WITNESS WHEREOF, the Board and Administrators' Association have duly executed this ____ day of January 2025

IRVINGTON UNION FREE SCHOOL DISTRICT

By: _____

Dr. Mara Ratesic
Superintendent of Schools

IRVINGTON ADMINISTRATORS' ASSOCIATION

By: _____

David Sottile
Association President

Appendix A

APPR APPEAL PROCEDURE

1. The annual evaluation shall be presented to the Building Principal at a meeting between the administrator and the Superintendent of Schools no later than September 1st of the subsequent school year.
2. Within five (5) business days of the receipt of a building principal's annual evaluation from the Superintendent of Schools, the administrator may appeal an evaluation indicating an overall rating of ineffective or developing, in writing, to the Superintendent of Schools or his/her designee.
3. The appeal writing shall articulate in detail the basis of the appeal to the Superintendent of Schools or his/her designee.
4. Within ten (10) business days of reciept of the appeal, the Superintendent of Schools or his/her designee shall convene a three member appeals committee which will include: a superintendent's designee, an IAA designee (no IAA designee will be a unit member currently subject to an appeal) and a mutually agreed upon person, (such as an experienced school/district administrator or BOCES representative). Agreement of the third person will be made within 5 days of the receipt of the appeal. If parties cannot agree an extension of no more than 5 days will be allowed to arrive at a mutually agreed upon person. This committee will render a final and binding determination, in writing, within 15 business days of first convening, of the appeals committee. These time frames may be extended by mutual agreement of the parties but will be completed in a timely and expeditious manner in accordance with Education Law 3012-d.
5. Notwithstanding the above, in the event that a tenured principal has received two consecutive ineffective APPR evaluation ratings, the appeal shall be to an arbitrator selected from a list of potential arbitrators provided by the American Arbitration Association who shall make a final and binding decision upon the appeal of the APPR evaluation and/or PIP in a timely and expeditious manner. The documentiation to be furnished to the arbitrator on behalf of the tenured principal and by the District shall be exchanged between the tenured principal and the administration within ten (10) days from the submission to the Arbitrator as listed above. In the event that either party has a question regarding the authenticity of such documentation, the same shall be presented in writing within five (5) days of the request to the Arbitrator and copied to the other party for the Arbitrator review and consideration. The Arbitrator shall review the evidence underlying the observations of the principal along with all other evidence submitted by the principal prior to rendering a decision. The Arbitrator shall make a final and binding decision upon the appeal of the APPR evalaution and/or PIP.
6. "Business days" shall include the summer recess period.