

Regular Meeting of Board of Education

2/8/16

Personnel

A: Certified

- 1 Memorandum of Agreement (Administrators)
- 2 Appointment of Regular Substitute Teachers
 - a. Certifications
 - b. Comments
- 3 Appointment of Permanent Substitute Teacher
 - a. Comments
- 4 Appointment of Middle School Club Advisor
 - a. Comments
- 5 Appointment of Substitute Teachers/Proctors
- 6 Notice of Request for Leaves of Absence
 - a. Comments
- 7 Notice of Rescission of Appointment
- 8 Notice of Resignation

Regular Meeting of Board of Education

2/8/16

Personnel

B: Classified

1 Appointments

a. Comments

2 Resignations

3 Termination

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(1) Memorandum of Agreement (Administrators)

The Superintendent of Schools recommends that the Board of Education approve the Memorandum of Agreement between the Glen Cove School District and the Glen Cove Educational Administrators' Association (GCEAA) as it pertains to the labor agreement for the period of July 1, 2012 through June 30, 2019. (*See attachment*)

MEMORANDUM OF AGREEMENT
between
THE GLEN COVE CITY SCHOOL DISTRICT (the "District")
and
THE GLEN COVE EDUCATIONAL ADMINISTRATORS' ASSOCIATION
(the "GCEAA")

July 1, 2012 - June 30, 2019

This Memorandum of Agreement ("MOA") sets forth the agreements reached between the negotiating representatives of the District and the GCEAA regarding the terms and conditions of employment for members of the bargaining unit. The terms of the 2008-12 collective bargaining agreement shall continue except as provided herein. Precise contractual language to be agreed upon by the parties.

1. Term of Agreement- 7 years: July 1, 2012- June 30, 2019
2. **Article IX- Salary and Evaluation Plan**
Delete Paragraphs 1 and 2 of the Salary section, and insert the following in lieu thereof:

Salary schedules shall be increased as follows:

2012-13:	0.0% plus step as applicable
2013-14:	0.0% plus step as applicable
2014-15:	0.0% plus step as applicable
2015-16:	1.5% plus step as applicable (retroactive to 7/1/15)
2016-17:	1.5% plus step as applicable
2017-18:	1.5% plus step as applicable
2018-19:	1.5% plus step as applicable

For 2015-16 only, a one-time, off-schedule payment of \$1,750 shall be made to those members of the GCEAA who were on the top step of the salary schedule for that year and did not receive a step movement. Such payment shall not be added to the base pay for eligible employees. It is understood and agreed that this payment will apply to four (4) members of the GCEAA.

3. **Article V- Fringe Benefits**
Delete the first two paragraphs (including subparagraphs A, B and C of the first paragraph). Benefits shall be as set forth in Attachment A to this MOA.

Effective with the 2015-16 school year, members may convert unused personal days to sick days. This shall not apply to any personal days earned prior to July 1, 2015.

Effective with the GCEAA's ratification of this MOA, the employee contribution for health insurance for new hires shall be 23.0%

Effective July 1, 2018, the employee contribution for health insurance for those GCEAA members on staff prior to the GCEAA's ratification of this MOA shall increase by 1.0% to 21.0%

Effective at the close of business on June 30, 2019, the employee contribution for health insurance for those GCEAA members on staff prior to the GCEAA's ratification of this MOA shall increase by an additional 1.0% to 22.0%

Notwithstanding the foregoing, pursuant to Policy Memorandum 122 (and all applicable revisions) issued by the Employee Benefits Division of the New York State Department of Civil Service, any offering of a health insurance buyout will be valid only if consistent with such Policy Memorandum (and all applicable revisions) and only for otherwise eligible individuals who have other employer sponsored coverage through a provider other than through the New York State Health Insurance Program ("NYSHIP"). In the event the Policy Memorandum is revoked or finally adjudicated to not apply to the District or to members of the GCEAA, such restriction shall, without the necessity of any further action by any party hereto, cease to apply to the extent necessary to return the availability of such buyouts to the status quo prior to the issuance of the Policy Memorandum, while remaining in compliance with any other applicable law, rule, regulation, policy or contract provision then in place.

4. APPR

The District and the GCEAA acknowledge changes made by the 2015-2016 New York State Budget Bill to Annual Professional Performance Review ("APPR") for principals and acknowledge the issuance by the State Education Department of new regulations with regard to APPR as well as the availability of SED-issued hardship waivers delaying the obligation to implement a new APPR plan. Notwithstanding the budget bill's requirement that collective bargaining agreements entered into after April 1, 2015 shall be consistent with the new evaluation requirements, (i) the parties have negotiated in good faith regarding the elements of a new APPR plan consistent with the changes in the law and regulations, (ii) the parties have not reached agreement on such elements, (iii) the parties remain available and intend to continue negotiating regarding such elements, (iv) the District has or will provide APPR training as required and (v) the District has been granted a hardship waiver from SED delaying the obligation to agree to and implement a new APPR plan. As a result, although no new APPR plan has been agreed to at this time, it is the intention of the parties that nothing contained in the new APPR plan for principals shall be contrary to the requirements of law and, to the extent necessary, the parties shall continue

to negotiate changes to the APPR plan.

This memorandum of agreement is subject to ratification of the members of the GCEAA and approval by the District's Board of Education.

Dated: Glen Cove, New York
1-26-, 2016

For the GCEAA:

Roemone Sabatley

Nel W.

Angie

H. W.

Francine Antonio

For the District:

M. P.

ATTACHMENT A
to the Memorandum of Agreement between the
Glen Cove City School District
and the
Glen Cove Educational Administrators Association

Except as otherwise set forth in the collective bargaining agreement between the District and the GCEAA or the memorandum of agreement of which this Attachment is a part, the fringe benefits for members of the GCEAA are as follows:

1. Sick Leave: Members who have been granted tenure - 15 days per school year for personal illness.*

Probationers - 10 days per school year for personal illness. (see below)

Sick leave may be accumulated to a total of 220 days

*Except as to probationary members for whom there will be an allowance of ten (10) days sick leave per year during the probationary years. However, upon becoming tenured, the probationary member will receive five (5) days per year not initially allowed to him/her for each probationary year. This will be credited to such member in the same fashion as sick leave granted to tenured members. If an employee during the probationary period suffers an incapacity by sickness or accident and has used up all accrued sick leave, said employee may request the District, after verification of the employee's incapacity by a physician selected by the District, or any other corroboration that the District may require, to grant such member the five (5) days additional sick leave withheld for each year of service during the probationary period.

When absence is the result of injury incurred while in the performance of duty, those dates of absence shall not be deducted from the member's cumulative sick leave for a period of two (2) years from the date of initial absence. When a member is paid his/her regular salary during the absence caused by injury while in the performance of duty, the District shall be entitled to receive any sums that the member shall be entitled to receive as compensation for such absences under the Workers' Compensation Insurance Law. In the event the District receives reimbursement under the Workers' Compensation Insurance Law for any period of time subsequent to the two (2) year period, the District shall restore to the member's sick leave accumulation the number of days of absence or parts thereof equivalent to the reimbursement (e.g., member's average per diem salary equals \$100.00 and reimbursement from Workers Compensation for member one day is \$50.00, one-half day of sick leave shall be restored to the member's sick leave accumulation).

2. Personal Leave:

Two (2) absences (whether for full or part days) shall be allowed for personal reasons without loss of pay, subject to the approval of the Superintendent. Such reasons might be defined as "legal affairs", "house closing", "commencements", or other ceremonies within the immediate family. This provision is intended to help staff members meet personal emergencies and are in no way to be interpreted as days of absence due the employee. A staff member wishing a personal absence will present the request to the Superintendent on the form mutually approved by the District and the Association as far in advance as possible. The excused absence will then be noted on the payroll as authorized without deduction. The attached form shall be used in connection with request for personal leave.

3. Illness or Death in Family:

A. In addition to leave for personal illness, the employee will be allowed absence with full pay for serious illness or accident in the immediate family not to exceed eight (8) days annually. Such days, if used, will be deducted from the sick leave allowance provided employees under Section 1, Sick Leave, above. Individuals belonging to the immediate family are defined as: husband, wife, mother, father, child sister or brother. A physician's certificate may be required at the discretion of the Superintendent or the Assistant Superintendent for Human Resources when such family illness absences exceed more than two (2) consecutive school days.

B. In the death of a member of the immediate family who are defined as husband, wife, mother, father, child, sister, or brother, or death of a father-in-law or mother-in-law, the employee shall be allowed a leave of absence not to exceed five (5) days. This leave is exclusive of allowance for employee's personal disability and illness, or illness or accident in the immediate family.

C. In case of death of a relative of the second degree - aunt, uncle, niece, nephew, cousin, or in-law - a leave of absence of one (1) day with full pay will be allowed. Effective July 1, 2008, in case of the death of a grandparent, a leave of absence of two (2) days with full pay will be allowed. These leaves are exclusive of the allowances mentioned above.

4. Military Service:

~~A. Time for military service will be granted to those administrators for the years they served the U.S. Government after they began service as an administrator.~~

B. Administration shall be given full credit for their military service, ordinarily not to include more than four (4) years of experience, or provided that such service has not already been credited as experience and recompensed by an adjustment on

the salary steps. All service is to be applied for and proven by the candidate before acceptance by the Board of Education.

C. Administrators who leave the District for military service and who return to the District shall be given full credit for member service in the District for the duration of such duty.

5. Terminal Leave Pay:

A. Retirement Incentive

Effective June 1, 1992, any member who retires in the first year of eligibility, shall be paid for sixty (60%) percent of the member's accumulated sick leave, not to exceed two hundred (220) days. Eligibility for retirement shall be defined as the first year that the member is eligible to retire without penalty under the New York State Teachers Retirement System. In order to be eligible for this benefit, a member must have been employed for at least fifteen (15) years by the Glen Cove School District at the time of retirement.

Effective July 1, 1999, eligibility for a retirement incentive will require a member to submit an irrevocable letter of resignation by March 1st of the school year in which such retirement is to be effective.

B. Attendance Incentive

A member who has not taken advantage of the retirement incentive provided by this Agreement may be eligible for an attendance incentive. A member who retires under the New York State Teachers Retirement System with an accumulation of two hundred (220) sick days, shall be eligible for the attendance incentive. In order to be eligible for this benefit, a member must have been employed for at least (15) years by the Glen Cove School District at the time of retirement. In order to determine eligibility, a member with less than two hundred (220) accumulated sick days, may add in the number of sick days used in the member's worst year of attendance, solely for the purpose of determining eligibility. Those days so added shall not be for compensation. A member who qualifies for this incentive, shall be paid thirty (30%) percent of the accumulated sick days up to two hundred (220) days.

A member retiring at the conclusion of the 1997-98 school year and thereafter, absent for fifteen (15) days or less, during the last five (5) school years of employment, shall receive an additional twenty (20%) percent; fifteen (15%) percent additional if absent twenty (20) or less days; ten (10%) percent additional if absent twenty five (25) or less days.

Members' absences from school for field trips, jury duty, death in the immediate family, subpoena, military service, approved unpaid leaves of absence,

approved conferences, and other District required absences shall not be considered as absences for this benefit.

C. IRC Section 403-b Retirement and Attendance Incentive Plans

Beginning June 23, 2008, any member, in the first year of eligibility, who provides, or has prior to June 23, 2008, any member, in the first year of eligibility, who provides, or has prior to June 23, 2008 provided a written irrevocable letter of resignation for the purposes of ordinary service retirement no later than March 1st of the school year of such retirement, shall receive a Retirement Incentive, as described in Section A above. A non-elective, non-discretionary employer contribution accumulated sick leave, not to exceed 220 days, shall be deposited to the account established under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") of such eligible retiring member upon the terms and conditions of this paragraph, and Section A above. Beginning June 23, 2008, should an eligible retiring member elect the attendance Incentive, as described in Section B above, a non-elective, non-discretionary employer contribution, as herein above described, shall be deposited to the account established under the Code Section 403(b) account of such eligible retiring member. In order to be eligible for either of these benefits, a member must have been employed for at least fifteen (15) years by the Glen Cove School District at the time of retirement.

Following Board of Education acceptance of the resignation, and prior to making of the contribution, the member shall provide the District with a copy of his/her application to the New York State Teachers Retirement System ("TRS") for retirement.

No later than thirty (30) days after the effective date of the member's retirement, the District shall make an employer non-elective, non-discretionary contribution of the Retirement Incentive or the Attendance Incentive to the Code Section 403(b)(3) for the year in which such contribution is made. If any portion of the Retirement Incentive or the Attendance Incentive remains after the District (employer) non-elective, non-discretionary contribution, the remaining balance, if any, shall be paid to the eligible retiring member as compensation in a lump sum no later than thirty (30) days of the effective date of retirement. Under no circumstances, other than as specifically provided herein, shall any retiring member or his or her estate, be entitled to receive the Retirement Incentive or Attendance Incentive in cash and the right to receive such benefit shall be governed by the terms and conditions of this paragraph.

The non-elective employer contributions, as specified above, shall be contributed to such Code Section 403(b) account as may be selected by an eligible retiring member to receive employer contributions pursuant to all of the terms specified herein. If a member does not designate a Code section 403(b) account, or if the account so designated will not accept an employer non-elective contribution for any reason, then the District shall deposit the contribution, in the name of the

eligible retiring member, into an account established with a Code Section 403(b) provider that will accept the contribution. Each eligible member or retired member shall notify the District in writing of the total elective contributions, if any, made by such individual to any Code Section 403(b) account, other than with respect to contributions made as an employee or former employee of the District, for any plan year in which a District contribution is to be made. Such notification shall be provided no later than thirty (30) days prior to the required date of contribution.

The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution provided hereunder or as to the position of the TRS regarding whether these contributions will be included in the member's final average salary (FAS). The District shall fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. In this regard, the Association and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service, the Courts or the TRS either re-characterizes or denies the intended treatment or characterization of the contribution and further, shall hold the District harmless if either of such events shall occur.

D. Should a retired eligible member die subsequent to the effective date of retirement under paragraph C above but prior to actual contribution to the retired member's 403(b) account by the District of the employer non-elective contribution required under such paragraph, the District shall nevertheless be required to make a final non-elective employer contribution attributable to the Attendance Incentive to the former retired eligible member's 403(b) account, in the year of death under the terms of this provision to the deceased retired eligible member's 403(b) account, in accordance with the provision contained in Treasury Regulation Sections 1.403(b)-4(d)(1) and (2), Example 3 and subject to the limitations of Code Section 415(c). Other than as specifically provided herein, no additional contributions shall be made to the retired eligible members' 403(b) account and no payments shall be made to the estate of the terminated or retired eligible member or to his or her beneficiaries.

Other than as provided herein, no portion of the benefit shall be payable in cash, and the value of such benefit shall be contributed on behalf of the eligible retiring member to the District's 403(b) plan in accordance with principles of IRS Revenue Ruling 2009-32, to the extent the contribution (in combination with other annual additions) does not exceed the applicable limitation under Internal Revenue Code section 415(c). Under the District's 403(b) plan, such contributions are in addition to employee elective contributions under the plan and shall be treated as non-elective contributions.

6. Health and Dental Insurance:

A. Health Insurance

The District has agreed to provide health care insurance as a participating municipality in the NYSHIP program provided by the State of New York. This current plan is the NYSHIP Empire Core Plus Enhancement Plan.

Subject to the terms of the Memorandum of Agreement to which this is annexed, any employee who is entitled to family health coverage under the District's plan, and who is covered by an insurance plan of a spouse, may voluntarily forego all coverage under the District plan and, at the end of each full year, shall be paid forty (40%) percent of the premium savings realized by the School District.

An employee may resume District coverage at any time in accordance with the requirements of the insurance carrier.

B. Retiree Health Insurance

A. Health Insurance

To be eligible for health insurance benefits in retirement, an employee must have completed at least ten (10) years of service in the District and have retired under the New York State Teachers Retirement System. The District agrees to continue through retirement the same level of employer contribution which is paid during the employee's active service. The District will execute an individual contract with the employee upon retirement to memorialize this benefit. (Appendix B - Retiree Health Insurance)

C. The District will establish appropriate IRS Section 125 salary reduction plans for unreimbursed medical expenses, dependent care expenses, vision and prescription drug expenses and any other expenses permitted by law to be included in a Section 125 plan.

D. Dental Insurance

The District shall provide dental insurance coverage. For the term of this Agreement, the District agrees to contribute \$62.00 per month per member for either individual or family coverage in the Delta Dental Plan.

GLEN COVE SCHOOL DISTRICT
Glen Cove, New York

REQUEST FOR PERSONAL LEAVE OF ABSENCE

NAME _____

SCHOOL _____

DATE OF ABSENCE(S) _____

I request personal leave of _____ day(s) for the reason indicated
below:

Legal _____
Medical _____
Family _____
Emergency _____
Personal Business _____
Other: _____

Specify: _____

Personal leave is for business which cannot be conveniently conducted before or after the school day.

Date _____

Signature of Employee _____

REVIEWED:

APPROVED:

Date _____

Date _____

Principal or Assistant Principal _____

Superintendent _____

Cafeteria Director _____

Assistant to the Superintendent _____

Supervisor of Bldgs. & Grounds _____

Business Manager _____

Teachers are responsible for making the necessary arrangements for substitutes through the usual procedures.

cc: White - File
Yellow - Teacher Attendance
Pink - Teacher
Goldman - Principal/Administrator

Glen Cove School District
 Regular Meeting of Board of Education
 February 8, 2016

Personnel

A. Certified

(2) Appointment of Regular Substitute Teachers

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the following persons be appointed as Regular Substitute Teachers as specified below:

<u>Name</u>	<u>Area</u>	<u>Assign</u>	<u>Step</u>	<u>Salary</u>	<u>Effective</u>
[REDACTED]	Elementary	Landing	MA, 1 pro.	\$62,422, pro.	2/24/16-6/30/16
[REDACTED]	Special Ed.	High	MA, 1 pro.	\$62,422, pro.	2/24/16-3/17/16

a. Certifications

<u>Name</u>	<u>Certificate Area</u>	<u>Certificate Types</u>
[REDACTED]	Pre-K, Kindergarten & Gr. 1-6	PERM
[REDACTED]	Severe or Multiple Disabilities Annotation	PROF
[REDACTED]	Students with Disabilities 5-9 Generalist	INIT

b. Comments

[REDACTED] is replacing [REDACTED] who was replacing [REDACTED]
 [REDACTED] is replacing [REDACTED] who is on childcare leave.

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(3) Appointment of Permanent Substitute Teacher

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the following person be appointed as a Permanent Substitute for the Glen Cove School District as specified below, no benefits:

<u>Name</u>	<u>Assign</u>	<u>Stipend</u>	<u>Effective</u>
██████████	MS	\$126/day	2/1/16-5/31/16 or sooner

a. Comments

The permanent sub will be utilized to supervise classes due to teacher absences.

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(4) Appointment of Middle School Club Advisor

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the following designated activity be authorized and established for the current school year and be it further RESOLVED, that the following named individual be appointed as an advisor of activity indicated below and to be compensated as per the agreement between the Glen Cove School District and the Glen Cove Teachers' Association:

<u>Name</u>	<u>Activity</u>	<u>Compensation</u>	<u>Effective</u>
██████████	Calligraphy	\$782, pro.	2/1/16

a. Comments

This club is replacing the newspaper club that will not be operating second semester due to low student enrollment.


Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(5) Appointment of Substitute Teachers/Proctors

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the persons listed be appointed as per diem substitutes and/or proctors at the Board approved rate of \$108 per day effective on or around February 2, 2016 through June 24, 2016 or sooner.

<u>Name</u>	<u>Certification</u>	<u>Certificate</u>
	Initial	Social Studies 7-12
	Initial	Childhood Ed 1-6

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(6) Notice of Request for Leaves of Absence

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the following persons be granted an unpaid leave of absence as specified below:

<u>Name</u>	<u>Assign</u>	<u>Effective</u>	<u>End Date</u>
[REDACTED]	Teacher/High	2/10/16	3/16/16
[REDACTED]	Teacher/High	2/22/16	4/1/16

a. Comments

[REDACTED] is requesting an unpaid childcare leave of absence.
[REDACTED] is requesting an unpaid childcare leave of absence.

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(7) Notice of Rescission of Appointment

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the following appointment be rescinded for the second semester as specified below:

<u>Advisor</u>	<u>Club</u>	<u>Bldg.</u>	<u>Effective</u>
	Newspaper Club	Middle	2/1/16

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

A. Certified

(8) Notice of Resignation

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the resignation of the following employee of the Glen Cove School District, be approved as specified below:

<u>Name</u>	<u>Title</u>	<u>Assign</u>	<u>Effective</u>
[REDACTED]	Teaching Assistant	Gribbin	2/1/16 (close of business)

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

B. Classified

(1) Appointments

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the following person be appointed as a Civil Service employee of the Glen Cove School District as specified below:

<u>Name</u>	<u>Title</u>	<u>Assign</u>	<u>Salary</u>	<u>Effective</u>
[REDACTED]	School Nurse Floater	District	\$35,274, pro.	2/22/16
[REDACTED]	School Monitor (10-hrs/wk)	Deasy	\$13.97/hr.	2/29/16-6/24/16

a. Comments

[REDACTED] is replacing [REDACTED] who resigned.
[REDACTED] is replacing [REDACTED] who resigned.




Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

B. Classified

(2) Resignations

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the resignations of the following employees of the Glen Cove School District, be approved as specified below:

<u>Name</u>	<u>Title</u>	<u>Assign</u>	<u>Effective</u>
	Senior Typist	Carriage	2/12/16 (close of business)
	School Nurse	Deasy	2/12/16 (close of business)
	Food Service Helper	Deasy	2/26/16 (close of business)

Glen Cove School District
Regular Meeting of Board of Education
February 8, 2016

Personnel

B. Classified

(3) Termination

Upon recommendation of the Superintendent of Schools, be it RESOLVED, that the termination of the following employee of the Glen Cove School District, be approved as specified below:

<u>Name</u>	<u>Title</u>	<u>Assign</u>	<u>Effective</u>
[REDACTED]	Food Service Helper	Deasy	1/19/16

a. Comments

The termination is due to [REDACTED] abandonment of her position.