



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Onteora Central School District and Onteora Administrators Association (1996)**

Employer Name: **Onteora Central School District**

Union: **Onteora Administrators Association**

Local:

Effective Date: **07/01/96**

Expiration Date: **06/30/00**

PERB ID Number: **5859**

Unit Size: **7**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

5859_06302000

Onteora Central School District And
Onteora Administrators Assn

458 50
14450 ADI

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ONTEORA ADMINISTRATORS ASSOCIATION

AND

**THE ONTEORA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

FOR THE PERIOD

JULY 1, 1996

through

JUNE 30, 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AUG 21 1997

OFFICE OF THE CHAIR

TABLE OF CONTENTS

ARTICLE I	
Preamble	1
ARTICLE II	
Recognition	1
ARTICLE III	
Rights of the Association	1
ARTICLE IV	
Negotiations Procedures	2
ARTICLE V	
Grievance Procedure	3
ARTICLE VI	
Administrative Staff Communications	6
ARTICLE VII	
Professional Improvement	6
ARTICLE VIII	
Work Year and Vacations	7
ARTICLE IX	
Fringe Benefits	8
ARTICLE X	
Negotiations Obligations	9
ARTICLE XI	
Evaluation	9
ARTICLE XII	
Assignments & Transfers	10
ARTICLE XIII	
Salary	10
ARTICLE XIV	
Miscellaneous Provisions	11
ARTICLE XV	
Term of Agreement	12

ARTICLE I

Preamble

The Onteora Administrators Association declares its common interest with the Onteora Central School District Board of Education in the desire to achieve the finest possible education for the children of the Onteora Central School District consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship between the Board of Education and the school administrators of the Onteora Central School District.

ARTICLE II

Recognition

The Superintendent hereby recognizes the Association as the exclusive and sole bargaining representative for the Building Principals, Assistant Principals, Director of Physical Education and Athletics, or individuals serving in such capacity.

ARTICLE III

Rights of the Association

- A. The Association shall have the right to the use of offices or building facilities of the personnel of the Association for the affairs of the Association without prior approval, provided it does not interfere with normal school operation.
- B. Before eliminating or adding a position covered by this Agreement, the Superintendent shall first directly consult with the Association so that their views may be expressed.
- C. Each building shall receive a copy of the agenda for each Board of Education meeting and the subsequent minutes of each Board of Education meeting after they have been approved.

ARTICLE IV

Negotiations Procedures

- A. Terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, exchanging relative data, and otherwise constructively considering and resolving any matters which may arise. It is in the interest of both parties that the opportunity for mutual discussion be provided to interpret and/or clarify an article in this Agreement when the President of the O.A.A. and the Superintendent of Schools agree the substance of an article is unclear. Such interpretations and/or clarifications will be written in the form of a "Memorandum of Understanding" which becomes effective when agreed upon by both parties to the Agreement.
- B. No later than November 1st, the parties will enter into good faith negotiations over a successor Agreement covering the following period. If such an Agreement is not concluded by March 1st, either party may request the New York State Public Employment Relations Board to designate a mediator to assist the parties to reach an agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE V

Grievance Procedure

A. Definitions:

1. A grievance exists when an employee or group of employees of the Association claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.
2. An aggrieved person is the person or persons making the claim.
3. A party in interest is the aggrieved person and/or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of the administrative staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any aggrieved person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One: The aggrieved person will first discuss the grievance with the appropriate building administrator or in the case of building principals directly with the Superintendent of Schools.
2. Level Two:

- (a) If the aggrieved is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter to be referred to as the ('PR&R Committee')) within ten (10) school days after the decision at level one, or ten (10) school days after the grievance was presented, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Superintendent of Schools.
- (b) Within ten (10) school days after receipt of the written grievance by the Superintendent of Schools, the Superintendent will meet with the aggrieved person or the aggrieved person's representative in an effort to resolve it.

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered within ten (10) school days after the aggrieved has first met with the Superintendent or the aggrieved person's representative has met with the Superintendent, the aggrieved may file the grievance in writing with the Chairman of the PR&R Committee within ten (10) school days after a decision by the Superintendent, or ten (10) school days after the aggrieved or the aggrieved person's representative has first met with the Superintendent, whichever is sooner. Within ten (10) school days after receiving the written grievance, the PR&R Committee may refer it to the Board if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. Within ten (10) school days after receiving the written grievance, the Board will meet with the aggrieved person or the aggrieved person's representative for the purpose of resolving the grievance.

4. Level Four:

If the aggrieved is not satisfied with the disposition at level three, or if no decision has been rendered within ten (10) school days after the aggrieved has in person or the aggrieved person's representative has first met with

the Board, the aggrieved may, within ten (10) school days after a decision by the Board or ten (10) school days after the aggrieved or the aggrieved person's representative has first met with the Board, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration.

5. Level Five: Arbitration Procedure -

The District and the Association will attempt to agree upon an arbitrator or, failing such agreement, the Association may file a written demand for arbitration with the American Arbitration Association. Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

D. Rights of Administrators to Representation:

Any party in interest may be represented at all levels of the grievance procedure by a person of their own choosing, except that they may not be represented by a representative or an officer of any teacher organization other than the Association. When an administrator is not represented by the Association at level three, the Association shall have the right to be informed and to state its views in closed session, if so requested.

E. Miscellaneous:

If, in the judgment of the PR&R Committee, a grievance affects any group within the administrative staff, the PR&R Committee may submit such grievance in writing to the Superintendent of Schools directly and process such grievance through levels III, IV and V.

ARTICLE VI

Administrative Staff Communications

The Onteora Administrators Association reserves the right to appoint a representative on any committee when other school employee associations are permitted to appoint.

ARTICLE VII

Professional Improvement

- A. The parties support the principles of professional growth of Association members, participation by Association members in professional organizations in the areas of their specialization and participation in community educational projects. If absence from school during school hours is required, approval of the Superintendent must first be obtained.
- B. Acceptance or rejection of such conferences or meeting requests shall be solely within the province of the Superintendent.
- C. The District will provide \$500 for each administrator for training, seminars, and/or workshops that are taken collaboratively and encourage administration interdependency.
- D. Each administrator is expected to complete two major learning experiences during the life of this contract. These experiences will increase the capability of the administrator to provide added value to the district and its educational mission and programs. The experiences may be done collaboratively and will require a written proposal to and approval from the superintendent. The experience will be funded by the district at a level approved by the superintendent.
- E. Each administrator shall be eligible to receive a \$1,500 stipend for 1996-97 school year for planning the criteria for developing acceptable value added projects. Beginning in the 1997-98 school year, and for each year of this contract, administrators will be eligible to receive this \$1,500 stipend for the planning and implementation of value added projects, subject to the Superintendent's approval. This stipend shall not be added to the administrator's base salary.

- F. Beginning in 97-98, and for each year of this contract, administrators will be eligible to receive an additional payment of up to \$1,500 for a second project which adds value to the school through an instructional team or an administrative team. The amount will be determined by the superintendent, based on pre-determined criteria, and an annual performance review completed before June of each year. A second project will be considered under conditions agreeable to the board and OAA. This provision will carry a sunset clause and will be revisited in the event the superintendency changes before the contract expires. This amount shall not be added to the administrator's base salary.

ARTICLE VIII

Work Year and Vacations

- A. Twelve month Administrators will work the full calendar year, shall receive all legal holidays which apply to teaching and non-teaching employees.
- B. Twelve month Administrators who are tenured shall receive twenty-six (26) vacation days annually. Twelve month administrators who are not tenured shall receive twenty-one (21) vacation days annually.
- C. Each administrator shall be required to supervise a major District-wide responsibility.
- D. Effective July 1, 1996, each administrator shall be permitted to buyback up to five (5) unused vacation days per year at a buy back rate of three hundred dollars (\$300) per day. Effective July 1, 1997, each administrator shall be permitted to buyback up to three (3) unused vacation days per year at a buy back rate of three hundred dollars (\$300) per day. Effective July 1, 1999, each administrator shall be permitted to buyback up to four (4) unused vacation days per year at a buy back rate of three hundred and thirty dollars (\$330) per day. The cash back payment shall not be added to the base salary.

ARTICLE IX

Fringe Benefits

A. EMPLOYEE BENEFITS

All administrators covered by this Agreement shall receive all other fringe benefits enjoyed by any other units with the contract in concurrent effect.

B. SICK LEAVE

Twelve (12) month administrators shall be granted eighteen (18) sick leave days per year and be permitted to accumulate a total of 250 days.

C. HEALTH INSURANCE - RETIREES

The District will pay 100% (individual) and 50% (family) of the premium cost of the health insurance plan for all administrators upon retirement.

D. Administrators will receive \$250 each year for the life of the contract to be applied to the administrators benefit package.

E. If during the term of this Agreement, any member who: (a) has at least ten (10) years of service as an administrator, of which at least five (5) years must be within in the Onteora School District; and (b) is eligible for retirement with the Teachers Retirement System (TRS), shall have his/her salary increased by \$10,000 per year in his/her last three (3) years of employment with the District, if the member submits an irrevocable letter of resignation for retirement purposes with the Superintendent three (3) years in advance of his/her retirement date.

Payment will commence in the fiscal year following the year in which the letter of resignation is submitted, provided the letter of resignation is submitted by no later than March 1st. The letter of resignation shall not be deemed effective and no payment shall be made until the Board has accepted the member's letter of resignation.

Any member who opts for this incentive shall not: (a) be eligible for a buy-out of his/her unused sick leave accruals at the time of retirement; and (b) be granted more than his/her annual allotment of sick days during each of the member's last three (3) years of employment with the District. Any sick days taken during this three (3) year period in excess of the annual allotment shall be unpaid.

ARTICLE X

Negotiations Obligations

- A. Administrators may be required to participate at negotiations sessions whenever necessary.
- B. Administrators will be provided information concerning all negotiations carried on with the professional and non-teaching staffs and will have the opportunity to react to articles proposed.

ARTICLE XI

Evaluation

A. A minimum of one written evaluation, with conference, will be provided annually by the Superintendent or his/her designee for each Principal. All other building administrators will be evaluated by their Building Principal.

ARTICLE XII

Assignments & Transfers

- A. Notice of an involuntary transfer or reassignment for the following year shall be given to administrators when possible.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Superintendent at which time the administrator will be notified in writing of the reasons therefore.

ARTICLE XIII

Salary

A. Longevity

Longevity steps for administrative experience at Onteora will be paid after (these will be cumulative):

<u>Years</u>	<u>Amount</u>
10 years	1,000
15 years	1,500
20 years	2,000
25 years	2,500

- B. Salary Schedule - See attached Exhibit A.
- C. Administrators that achieve tenure during the life of this contract shall receive a \$3,000 tenure payment in the year following the achievement of tenure. This amount will become a permanent part of their salary.
- D. The longevity clause sunsets at the close of this contract. All longevity payments previously received will be retained in salary calculations.

ARTICLE XIV

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in personnel policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the Association will have the right to be consulted on such items.
- B. If any provision of this Agreement or any application of the Agreement to any administrative staff member or group of administrative staff members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board of Education shall provide one copy of this Agreement to each administrative staff member employed for the school year covered by this Agreement.
- D. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XV

Term of Agreement

This Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 2000.

IN BEHALF OF THE ASSOCIATION

IN BEHALF OF THE ONTEORA CENTRAL
SCHOOL DISTRICT

BY: *Randy Collins*
President

BY: *Hal Love*
Superintendent of Schools

DATE: *8/5/97* -

DATE: *8/5/97*