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#### Contract Database Metadata Elements

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AD 1  
6276

**AGREEMENT BETWEEN THE  
STARPOINT CENTRAL SCHOOL DISTRICT  
AND THE  
STARPOINT PRINCIPALS AND PUPIL PERSONNEL  
ASSOCIATION**

**JULY 1, 2002 THROUGH JUNE 30, 2010**

**RECEIVED**

JUL 12 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## ARTICLE 1

### PREAMBLE

- 1.1 In order to effectuate the provisions of the Public Employees Fair Employment Act of New York State (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Board of Education of the Starpoint Central School district (hereinafter called the Board) and its administrative and pupil personnel employees (hereinafter called Unit Members) represented by the Starpoint Principals and Pupil Personnel Association (hereinafter called SPPA):

## ARTICLE 2

### RECOGNITION

- 2.1 **Positions Included** - The Board hereby recognizes SPPA as the exclusive agent for all administrative and pupil personnel employees in the Starpoint Central School district. The professional positions incorporated in such recognition include but are not limited to the following:
- a. Elementary School Principals
  - b. Middle School Principal
  - c. Secondary School Principals
  - d. Assistant Principals
  - e. Director of Special Programs
- 2.2 **Positions Created or Altered** – Any and all newly created or substantially altered existing pupil personnel or administrative positions shall be automatically included in this recognition and shall be represented by SPPA for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such position so long as such inclusion is consistent with the provisions of the Taylor Law. The conditions of this article are not applicable to Central Office positions such as Superintendent of Schools; any Assistant, Deputy or Associate Superintendent position; Business Administrator or School Business Executive; Director of School Facilities and Operations; Transportation/Central Services Coordinator.
- 2.3 **Director of Special Programs and other Directors** – For purposes of work schedule and benefits eligibility, this position shall be treated as a principal’s position.

## ARTICLE 3

### FRINGE BENEFITS

- 3.1 **Changes in Benefits** – Except as provided in this Agreement, all conditions of employment and general working conditions shall remain the same as existed at the commencement of this Agreement. The Board shall not diminish or impair any conditions of employment or working conditions during the term of this Agreement without prior negotiations with and agreement of SPPA.

3.2 **Sick Leave** – Each Member of the unit working a 12-month schedule will be entitled to eighteen (18) sick days per year for personal illness. From these 18 days, up to five days may be used for illness of an immediate family member. Immediate family is defined as the current spouse, child/stepchild, mother/stepmother, father/stepfather, sister/step sister, brother/stepbrother, spouse's mother or father and/or anyone who resides in and is dependent upon the same house as the affected Unit Member. Additional days may be granted at the discretion of the Superintendent of Schools. Sick days will be prorated for Unit Members working less than a 12-month schedule. Sick leave may accumulate to a maximum of 240 days for all Unit Members of the bargaining unit employed for 12 months per year.

Prior to return from sick/disability leave of more than five workdays, the employee will furnish the district with satisfactory medical confirmation of the employee's physical ability to return to work.

3.3 **Personal Leave** – Each Member of the unit shall be allowed three days per year for leave of a personal nature to transact or attend to legal business or family matters that cannot be conducted at any other time. These personal days shall be non-cumulative. However, at the end of each year, unused personal days will be added to the Member's sick leave accumulation not to exceed the limits outlined in 3.2.

3.4 **Bereavement Leave** – Five days per occurrence shall be granted to any Unit Member following a death in the immediate family. Immediate family is defined as current spouse, child/stepchild, mother/stepmother, father/stepfather, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and/or anyone who resides in and is dependent on the same house as the affected unit member. Additional days may be granted at the discretion of the Superintendent of Schools.

3.5 **Jury Duty** – Any Unit Member called upon to serve on jury duty shall be allowed full pay for the time of such service.

3.6 **Court Action** – If a Member of the bargaining unit is subpoenaed to appear in court on behalf of the Board, he/she shall receive full pay plus mileage.

3.7 **Parental Leave** – A leave of absence for child-rearing may be granted without pay for up to two (2) years to employees in this bargaining unit.

A written request for a leave of absence must be filed with the Superintendent at least sixty (60) days prior to the start of the leave, unless it is medically or legally impossible to do so. Such requests shall include the date that such leave is to commence and the date on which the employee intends to return to work.

The leave will automatically begin on date specified unless a request for change in dates has been submitted to the Superintendent at least two (2) weeks prior. The employee will confirm, in writing, to the Superintendent at least sixty (60) days prior to return whether or not he/she intends to return to work on the date specified in the request for leave. The period in which the employee was on leave will not be counted as service for salary credit, sick leave, or other benefits based on length of service. All benefits to which the employee was entitled at the time of leave will be reinstated upon return to employment.

Although the employee will return to a position in the same job category, there is no guarantee that the employee will return to the same assignment.

- 3.8 **Workers' Compensation** – If a Member of the bargaining unit is injured in the course of his/her employment, he/she must fill out, as soon as possible, a report form at the Personnel Office. If the Member is injured and entitled to receive Workers' Compensation, the district will allow the employee to use his/her sick days. Any compensation insurance money due will be forwarded to the district. Upon receipt of monies, the district will credit sick time back to the employee based on a daily rate reimbursement formula as follows: Total \$ from Workers' Comp ÷ Employee Daily Rate = Sick Day Credit (rounded to nearest half day). In addition, payment of doctor and hospital bills will be paid in accordance with Worker Compensation regulations.
- 3.9 **Unpaid Leave** – An administrator will be granted a one-year leave of absence without pay upon the approval of the Superintendent. The following conditions shall apply:
- (1) There shall be only one administrator, in any given year, on an unpaid leave of absence.
  - (2) The unpaid leave cannot be extended beyond the one-year period.
  - (3) Each administrator is limited to one unpaid leave per lifetime.
  - (4) This unpaid leave of absence does not pertain to Article 12, Section 3, Impact Bargaining.

## **ARTICLE 4**

### **SABBATICAL LEAVE\***

**The provisions of Article 4 Sabbatical Leave shall be frozen for the term of this agreement and will revert back to the original language on July 1, 2010.**

- 4.1 **Eligibility** – Fully certified professional employees who have completed not fewer than seven (7) consecutive years of service in the district may be eligible for sabbatical leave, to prepare for improved service in the schools of the district.
- 4.2 **Purpose for Leave** – Leaves will be granted for:
- a. Special study
  - b. Approved travel
  - c. Independent study or research
  - d. A combination of any of the above
- 4.3 **Applications**
- (A) Each applicant shall complete a Sabbatical Leave Request Summary Form. This form and a letter of application must be submitted to the Superintendent by January 1 preceding the year in which the leave is desired. Such application shall state the purposes for which leave is sought, the plans for achieving them, and the manner in which the schools of the district will be benefited. If for study, the college shall be named and the courses to be taken enumerated. A planned program of travel may be substituted for study or research during leave granted at half salary.



- (B) Each application and recommendation shall be submitted to the Board by the Superintendent. The Board shall have full discretionary power to grant or deny all sabbatical leaves and this decision shall not be subject to the grievance procedure.

4.4 **Conditions**

- (A) In granting leaves, first consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the school system. Availability of suitable substitutes and the service seniority of applicants will also be considered.
- (B) Candidates obligate themselves to return to the service of the school system for a period of one (1) year subsequent to the expiration of the leave of absence, or refund all money paid to them – unless otherwise determined by the Board.
- (C) No leave will be granted to anyone who will be eligible for retirement within the school year immediately following the expiration of such leave.
- (D) No employee on leave with pay shall engage in study or training for a profession other than teaching; nor shall such an employee engage in remunerative employment without the written consent of the Board.
- (E) The candidate must express the willingness to report in writing concerning his/her progress at such times as the Board may determine.

4.5 **Duration** – Leave may be granted for the period of one (1) year or one-half (1/2) school year as may be mutually agreed upon in advance. Leaves shall start at the beginning of the term for which they were granted and the employee shall not be eligible to return until the expiration of the leave, unless otherwise ordered by the Board. Leaves which may cease to serve the purposes for which they were granted or the conditions of which may fall into default, may be terminated by the Board and payments may be discontinued.

4.6 **Rights and Privileges** – After return, the represented employee shall be entitled to the same salary and privileges as if he/she had been employed full time. The employee shall have the same right to continue in their former or equivalent position as they would have had had they not taken leave. Rights under the New York State Teachers' Retirement System shall not be impaired by any action of the Board as a result of such leave.

4.7 **Compensation** – The compensation of the unit member on Sabbatical Leave shall be on the following basis: If leave is for one-half (1/2) school year, the compensation shall be at the regular rate of salary. If the leave is for one full school year, the compensation shall be one-half (1/2) the regular rate of salary.

## ARTICLE 5

### **HEALTH, DENTAL AND VISION CARE**

5.1 **Health Insurance**

- (A) The district will offer the following health plans to staff members eligible for coverage:

- (1) Coverage shall consist of the same coverages offered by the Orleans-Niagara BOCES Consortium (Plan H) that were in effect when the Starpoint Central School district belonged to said consortium. (See 1990-93 contract between the STA and Starpoint district). Said coverage is guaranteed by NOVA President, Larry Thompson, in the letter to the STA dated 1/21/98. (SEE Appendix E).
  - (2) The following Orleans-Niagara BOCES Consortium riders will be included:
    - A) Hospice
    - B) Managed Benefits
    - C) #8 – Dependents to the age 23
    - D) #18 – Well Baby Care
    - E) #35 – Outpatient Psychiatric
  - (3) Said coverage, henceforth known as **NOVA/ONB Traditional Plan**, shall be self-funded by the district using NOVA Healthcare Administrators as their Third Party Administrator and have the following changes:
    - A) There will be a deductible of \$200 single and \$300 family
    - B) Prescription drug rider at \$5.00 (generic) and \$7.00 (brand name) co-pay.
  - (4) The district will submit to the SPPA President by October 1 of each year an audit of the self-funded NOVA/ONB Consortium plan solely for the purpose of verifying the fund's viability.
- (B) **Funding** – All health insurance plans shall be funded by the district. Effective July 1, 2004, each SPPA member shall contribute \$608.00 per fiscal year toward the cost of their medical insurance. Such amount shall not be charged against the district's contribution into the Benefit Pool, Section 5.2. However, SPPA members may elect to use the Flexible Benefits Program, Section 5.1(H), to pay their contribution. Unit members shall pay a prorated share of this dollar amount if hired during the fiscal year.
- (C) **Health Maintenance Organizations (“HMO’S”)** – Members may choose to substitute an HMO (Community Blue) in lieu of the coverage noted in Article 5.1 (A) at a contribution level not to exceed that provided for the NOVA/ONB CONSORTIUM Program as noted in Article 5.1 (A).

-OR-

The NOVA “Preferred Provider Organization” Plan, henceforth called NOVA/PPO.

(D) **Duplicate Health Insurance**

- (1) This Agreement prohibits any enrollments if an employee or the employee's spouse or dependents are covered by any one of the following three areas:

- Any of the following three HMO's (Community Blue, Independent Health or Health Care Plan) which covers the employee, the employee's spouse or the employee's dependents.

**NOTE:** If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the district's plan. All other situations not covered by this language shall be considered on a case-by-case basis.

- Where a husband and wife are both employed by this district, only one health plan for the family will be provided by this district.
- Where the employee or the employee's spouse elects health coverage with another employer which provides equal or better benefits as compared to the district's plan.

(2) **Waiver Amounts** – Employees eligible for a health insurance plan which is funded by the district and not receiving health insurance for one full fiscal year shall receive an annual gross amount of:

(a) \$2,100 for waiver of the family plan

-OR-

(b) \$1,000 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the district).

In addition to the foregoing, the waiver form shall be amended to include the right to 1/12 of the applicable waiver sum for each **full** calendar month health insurance is waived.

(E) **Right of Re-entry to district Health Program** – Every employee barred from enrollment in the district's group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or re-enter the district's plan if the disqualifying circumstances noted above are removed and the employee gives the district written notice of same. The exact date of coverage shall follow the date of written notice to the district and will be determined by the carrier. The district reserves the right to verify such notice. Re-entry shall be subject to the rules and regulations of the carrier.

(F) **Health Insurance for Retired Employees** – Retired employees shall be eligible to continue group health insurance after the date of retirement. The cost of group health insurance shall be borne by the former SPPA member or as noted in Article 13, Section 1, when the retiree chooses the paid health insurance option (B). During the life of this agreement (July 1, 2002-June 30, 2010), those individuals that retire from the Starpoint Central School district and the New York State Teachers' Retirement System shall receive five full years of paid medical insurance coverage. Upon retirement, medical coverage shall be the same type of coverage (family or single) as the SPPA member had when the SPPA member was actively employed. Medical insurance coverage shall include medical, dental, and vision. Retired SPPA members shall contribute an annual amount of \$608 per fiscal year for this coverage. This five years of medical coverage shall be used in the first five

years after the individual retires. Following these first five years, the SPPA member shall be eligible to participate in the district's health insurance plan at their own expense, or by using the Sick Leave Conversion, Article 13, Section 1. SPPA members eligible for this benefit must have ten years of administrative experience with the Starpoint Central School district. This benefit automatically terminates when the retiree reaches their Medicare eligibility date, dies, or upon the expiration of these five years and funds from Sick Leave Conversion, Article 13, Section 1, whichever comes last.

- (G) **Medical Reimbursement Account** – The district shall contribute up to \$800 per fiscal year for family coverage or up to \$400 for single coverage toward a medical reimbursement account administered by a third party administrator selected by the district. This medical reimbursement account shall follow all strict IRS guidelines, and shall be used exclusively for the reimbursement of co-insurance payments associated with the major provision of the Blue Cross Select Plan noted above, or current plan (see 5.1 A).
- (H) **Flexible Benefits Program** – SPPA unit members shall be afforded the same rights and privileges that are agreed upon between the district and the Starpoint Teachers Association with respect to a flexible benefits plan.

## 5.2 **Benefits Pool**

- (A) Effective July 1, 2002, the district shall pay \$2,000 annually into a benefit pool for all SPPA members. Effective July 1, 2004, the district shall pay \$1,392 annually into a benefit pool for all SPPA members.
- (B) The district shall, at its expense, provide a flexible spending account through Priselac and Associates in which benefits pool monies for eligible personnel shall be placed. It is understood and agreed that in all other respects, applicable law and the provisions of the contract shall apply.
- (C) All other Bargaining Unit members shall be entitled to participate in the MRA at their own expense, as noted in Section 5.1(H).

5.3 **Vision Care** – The district shall pay premium costs for the district-selected vision care plan.

5.4 **Dental Care** – The district shall pay premium costs for the CSEA Horizon Dental Plan.

5.5 **Change in the Base Health Insurance Plan and Benefit Level** – The Association agrees that the “base” health insurance plan and benefit level covering unit members (which is currently the NOVA/ONB Consortium) may be changed by the district to a plan/carrier and benefit level which is at least comparable to any future plan/carrier and benefit level which may be agreed upon between the district and the STA. The issue of “comparability” shall be subject to the grievance/arbitration procedure of the district/Association contract. The arbitrator's authority shall be limited to deciding whether or not the district proposed plan is “comparable” to that covering STA unit members, and if not, what must be done to make it comparable.

- 5.6 **Disability Insurance** - The district will provide each member of the current administrative unit with an individual disability insurance policy. The disability insurance policy will have a 90-day waiting period, maximum payout per month of \$1,500 and a five-year duration period. The policies will be written in the individual administrator's name, and the policy can remain active when the employee leaves the district at the employee's expense.

## ARTICLE 6

### **SPPA RIGHTS AND PRIVILEGES**

- 6.1 **Use of School Facilities** - The SPPA shall be allowed the use of school facilities at reasonable times for the purpose of conducting meetings or business. If such use results in additional cost to the district, such additional cost shall be paid by SPPA. In the event that special school facilities are utilized for such meetings, notification and approval of the Superintendent is necessary.
- 6.2 **Deduction of Professional Dues** - The district will provide payroll deduction from employee salaries for payment of dues to professional organizations as mutually agreed upon.

Annual dues shall be deducted in ten consecutive payments, starting with the first pay period in October. No later than two weeks prior to this pay period, the SPPA shall provide signed authorization cards of those employees wishing to avail themselves of this payroll deduction.

At this time, the Association shall also verify to the district the current rate of membership dues. The Association shall give the district thirty (30) days' written notice prior to the effective date of any change in membership rates.

- 6.3 **Negotiations Procedure**
- (A) On or after February 1 of the year in which this Agreement is set to expire, either party may, in writing, notify the other of its intent to enter into negotiations for the purpose of arriving at a successor Agreement. A mutually acceptable meeting date shall be scheduled as soon as practical and may begin sooner than February 1 if both parties agree.
  - (B) Upon request of the SPPA Board of Directors, the Superintendent or his designee agrees to meet with one or more of the SPPA Members to discuss any matters pertaining to district policy, operation, or problems. The interested parties shall agree to meet within fifteen (15) days of written receipt of such request.
- 6.4 **Discussion Meetings** - In the interest of keeping lines of communication open, a discussion meeting between the SPPA and the Board of Education may be scheduled by mutual consent to discuss items of common interest. Sufficient notice should be given to both parties in order to facilitate a convenient meeting time.
- 6.5 **Creation of New Positions** - If, during the term of this Agreement, the Board creates a new position commensurate with the membership of the SPPA, the salary, fringe and other

benefits of the person to fill such a position shall be governed by this Agreement. The conditions of this Article are not applicable to Central Office positions such as Superintendent of Schools; any Assistant, Deputy, or Associate Superintendent(s) position; Business Administrator or School Business Executive; Director of School Facilities and Operations; Transportation/Central Services Coordinator.

- 6.6 **Save-Harmless** – The district shall be save-harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any actions taken or not being taken in respect to deduction of monies pursuant to paragraph 6.2 of this Article.

## ARTICLE 7

### **WORK SCHEDULE, HOLIDAYS, AND VACATION SCHEDULE**

- 7.1 **Completion of Assignments** – Under normal circumstances, it is the expectation that all employees will be able to satisfactorily complete all work assignments within their normally scheduled work year.

- 7.2 **Work Schedule for Twelve-Month Positions**

Secondary Principal  
Middle School Principal  
Elementary Principal  
Assistant Principal  
Director of Special Programs

A 12-month employee shall work between July 1 and the following June 30. Each 12-month employee shall receive twenty (20) paid vacation days which shall normally be taken during July and August. Vacations may be arranged at other times with the mutual agreement of the Administrator and the Superintendent. At the end of each school year administrators shall be paid for up to five (5) unused vacation days at their daily rate of pay. This daily rate shall be calculated at 1/200th of their annual base pay. Payment will be made in the second payroll in July of the following school year. Up to five days of the administrator's vacation time can be carried over from one year to the next. If administrators wish to carry vacation days over from one year to another, they need to make a formal written request indicating the number of days and when the days will be used in the subsequent school year. This request shall be approved by the Superintendent of Schools.

- 7.3 **Work During Employee's Normal Vacation Period** – A bargaining Unit Member who is requested by the Superintendent to work during a normal vacation period shall be paid for all days worked at the Member's daily rate.

- 7.4 **Holidays** – Bargaining Unit Members will receive the following holidays:

July 4	Christmas Recess
Labor Day	Martin Luther King Day
Columbus Day	Patriots' Day Recess
Veterans' Day	Easter Recess
Thanksgiving Recess	Memorial Day Recess

When school is in session, each principal shall be responsible for the proper functioning of his/her school, the fulfilling of his/her responsibilities, and the hours necessary to accomplish such tasks.

## ARTICLE 8

### GRIEVANCE PROCEDURE AND NO STRIKE PLEDGE

8.1 **Grievance Defined** – A grievance shall be defined as a dispute or controversy involving the interpretation and/or application of the terms of this Agreement, and which alleges any violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.

8.2 **Methods and Stages of Grievance Registration**

(A) **Stage One** – It is recognized that nothing contained in this article shall be constituted as limiting the right of any SPPA Member having a grievance to discuss the matter informally with the appropriate party and the grievance adjusted.

(B) **Stage Two** – If Stage One does not resolve the problem, then the SPPA Member will make a written representation to his/her immediate supervisor for discussion and formal resolution. Initial registration must be filed within ten (10) workdays from the time grievance occurred or arose and of which the SPPA Member had knowledge. Resolution time limit will be within five (5) workdays from date of registration.

(C) **Stage Three** – Failure of satisfactory resolution in Stage Two permits the aggrieved SPPA Member to submit to the Superintendent within seven (7) workdays written statements relating to the grievance matter for the purpose of resolution.

Time Limit: Within seven (7) workdays after receipt of written statements by the aggrieved SPPA Member and the immediate supervisor, the Superintendent will render a written decision to all concerned parties.

(D) **Stage Four** – Should resolution of grievance fail in Stage Three, the aggrieved SPPA Member has the right to representation before the Board for purpose of appeal. This written appeal must be initiated within five (5) workdays of completion of Stage Three. The Board shall hold a private hearing at which the aggrieved Member will present his/her case and review all written statements and minutes of the previous stage. (Note: Stage Four may be waived by mutual agreement of the parties concerned.)

Time Limit: Within 30 days after date of the hearing, the Board shall render its written decision to all concerned parties.

(D) **Stage Five** – If resolution fails in Stage Four, the aggrieved SPPA Member may seek binding arbitration. A panel shall be sought from the American Arbitration Association from which an arbitrator may be selected. Such arbitrator's decision shall be final and binding on all parties. The expense of the impartial arbitrator shall be shared equally by the parties hereto.

8.3 **Grievance Appeal Chart**

<b><u>Position</u></b>	<b><u>Immediate Supervisor</u></b>	<b><u>Stage to Begin Grievance</u></b>
Principal	Superintendent	One then Three
Asst. Principal	Principal	One
Director of Special Programs	Superintendent	One

8.4 **SPPA No Strike Pledge**

- (A) The Board and SPPA recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and SPPA therefore subscribe to the principle that the differences between them shall be resolved in good faith and without interruption of the educational program in the district.
- (B) SPPA affirms that it does not assert the right to strike, nor to assist or participate in any strike, nor to impose an obligation on its members to conduct, assist, or participate in such a strike.

**ARTICLE 9**

**PROFESSIONAL DEVELOPMENT**

- 9.1 **Attendance at Meetings** – The Board shall provide an amount not to exceed \$1,000 in a specific Central Office budget line per SPPA member in each fiscal year of this Agreement for the purpose of enabling members to attend professional meetings, conferences, and workshops to improve and broaden the professional competencies of the members. The time spent in attendance at such conferences will be treated as part of the normal performance of duties during the work year. Approval for such conferences will be the responsibility of the building principal and/or Superintendent.
- 9.2 **Staff Development** - The Board and the SPPA recognize the importance of staff development. To this end, a staff development program shall be planned jointly by the members of the SPPA and the Superintendent of Schools or his designee. Staff development activities/programs shall receive the prior approval of the Superintendent or his designee and be outside the regular workday. When staff development is approved for SPPA members, the member will receive payment under one of the following options: (1) Compensatory time (to be taken within three months from the date earned) for approved staff development hours, (2) Payment at an hourly rate commensurate with what the district pays the instructional staff for approved staff development activities/programs.
- 9.3 **Determination of Funds** – The determination of funds to be provided for such purposes shall be made upon recommendation of the building principal and the Superintendent, and the approval of the Board.
- 9.4 **Mileage Expenses** – Mileage expenses of SPPA members will be paid at the current rate established by the Board of Education.



- 9.5 **Professional Development Stipend** – For the 2002-03 school year, bargaining unit members will be provided a stipend of \$2,500 per year for the completion of an approved professional development project that directly relates to the New York State Standards for the improvement of instruction in the building. For school years 2003-04, 2004-05, and 2005-06 this stipend will be increased by \$500 to \$3,000 per year. For base salary calculation purposes, for 2002-03, the stipend amount will be added into the SPPA member's base salary. In future years, the amount will be paid as a stipend. After June 30, 2006, the stipend shall return to \$2,500 per year.

## ARTICLE 10

### **REQUESTS AND/OR REMARKS**

- 10.1 **Concerns Addressed** – Recognizing that the Board is obligated to allow Board members, district residents, and others to indicate concerns, complaints, problems and requests relative to the operation of the Starpoint Central School district, the following procedures should be adhered to:
- (A) An individual should first be directed to indicate such concern formally to the appropriate building principal or Member(s) involved.
  - (B) If not resolved, it should be submitted to and discussed with the Superintendent.
  - (C) If not resolved, and if it is to be discussed with the Board, it should be submitted, in writing, to the Member(s) and the Board.
    - (1) The Member(s) involved should be given written notice of the submission to the Board and apprised of the situation.
  - (D) If not resolved within a reasonable time, the matter will first be heard in a private session of the Board during which time the Member(s) shall be given a full opportunity to be heard.
  - (E) If necessary, a private hearing of the parties will be heard to ascertain all the facts in the matter and a solution sought.
- 10.2 **Board Concerns** – In the case of requests, suggestions or concerns made by Board members, such requests, suggestions or concerns should be first directed to the appropriate building principal so that all aspects of the matter can be analyzed prior to presentation at a Board meeting.

## ARTICLE 11

### **BUILDING AUTONOMY**

- 11.1 **Right to Administer** – The principal shall have the right to administer his/her individual school as prescribed by any Areas of Professional Responsibility contained in Board of Education Policy.

- 11.2 **Areas of Responsibility** – All decisions affecting the items outlined in the Areas of Responsibility for Principals may include the recommendations of the building principal and the Superintendent.

## ARTICLE 12

### SALARIES AND SALARY RELATED ITEMS

#### 12.1 **Unit Salaries**

<u>NAME**</u>	<u>2002-03*</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
High School Principal	96,503	99,881	103,376	106,995
Middle School Principal	91,330	94,527	97,835	101,259
Elementary Principal (3-5)	94,548	97,857	101,282	104,827
Elementary Principal (K-2)				
Asst. Principal (HS)	79,532	82,316	85,197	88,179
Asst. Principal (MS)	84,494	87,451	90,512	93,680
Asst. Principal (HS)	72,863	75,413	78,052	80,784
Dir. of Special Programs	84,000	87,451	90,512	93,680

<u>NAME**</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
High School Principal	110,740	114,616	118,627	122,779
Middle School Principal	104,803	108,471	112,268	116,197
Elementary Principal (3-5)	108,496	112,293	116,224	120,291
Elementary Principal (K-2)				
Asst. Principal (HS)	91,265	94,460	97,766	101,187
Asst. Principal (MS)	96,959	100,352	103,865	107,500
Asst. Principal (HS)	83,611	86,538	89,567	92,701
Dir. of Special Programs	96,959	100,352	103,865	107,500

\*Base includes Professional Development Stipend, Article 9, Section 9.5.

\*\*Salaries are for current administrators in positions. Newly hired administrators revert to Section 12.2.

- 12.2 **Minimum Base Hiring Salaries** – For the duration of this contract, there shall be a salary base for positions in the unit. These are minimum hiring levels, and they do not affect any current member of the unit. The hiring base for those positions will be as follows:

#### **Position**

Secondary Principal	78,000
Middle School Principal	76,500
Elementary Principal	75,000
Assistant Principal	65,000
Director/Coordinator	70,000

- 12.3 **Impact Bargaining Stipend** - During the life of this agreement (July 1, 2002 – June 30, 2010) each SPPA member shall receive an annual stipend in the amount of \$1,250. This

stipend is due to the increased workload for the 2002-03 school year and the impact of the increased workload on each administrator due to the reduction in the number of SPPA members. This stipend completely satisfies any impact on this increased workload. This stipend shall not be paid to any SPPA member after June 30, 2010 and shall sunset. This stipend is not subject to the Triborough Law or treatment of Civil Service Law Section 209 (a) (1) (e).

12.4 **Supplemental Salary Agreement for Earned Doctorate Degree** – SPPA Members shall be paid One thousand dollars (\$1,000) for an earned doctorate. In the case where a doctorate is earned during the fiscal year, July 1 through June 30, this amount shall be prorated.

12.5 **Placement on Salary Schedule**

(A) Administrative and pupil personnel experience outside of Starpoint shall be evaluated and granted at the discretion of the Superintendent and the Board.

(B) Administrative and pupil personnel positions to be filled by personnel within the system shall be evaluated and granted at the discretion of the Superintendent and the Board, except that in no circumstances shall the candidate's salary be reduced.

12.6 **Dues for Professional Organizations** – The Board of Education agrees to provide up to one thousand dollars (\$1,000) annually per unit position for 12-month employees for reimbursement of professional dues paid to international, national, state and local educational organizations. Organizations providing a labor relations or collective bargaining function (i.e., SAANYS) shall be included in this provision.

12.7 **Tax-Sheltered Annuities** – The district shall make available to interested Unit Members a tax-sheltered annuities program and shall provide a payroll deduction method for same. Annuity contractors shall be chosen by Unit Members from the district's approved list to which SPPA will have input. A common remitter shall be used to implement this provision.

12.8 **Save-Harmless** – The district shall be save-harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any actions taken or not being taken in respect to deduction of monies pursuant to paragraph 12.6 of this Article.

## ARTICLE 13

### **SICK LEAVE CONVERSION**

13.1 **Options** – Any Unit Member who retires from the Starpoint Central School district and the New York State Teachers' Retirement System may convert unused sick days using one of the following two options:

(A) receive a cash lump sum payment based on the formula in Section 13.4 below, or

(B) receive no cash but designate the sum determined by the formula in Section 13.4 below to cover the district medical insurance plan premiums until the money is expended.

If, during the life of this agreement, an SPPA member chooses to retire and is eligible for the five years of paid health insurance, Article 5, Section (F), they are eligible to use this option (sick leave conversion) in the first year following the expiration of the benefit in Article 5, Section (F).

If the retiree predeceases their spouse during this period, the remaining dollars in the fund shall fund health benefits for the spouse until depletion of the fund or until the spouse reaches Medicare eligibility, whichever comes last. If the fund is depleted, the spouse may continue to receive health benefits at their own expense until they reach Medicare eligibility.

- 13.2 **Conditions Precedent** – To receive this benefit, the Unit Member must have a minimum of five (5) consecutive years of Starpoint administrative service immediately preceding the time of retirement from the Starpoint Central School district. This service must be as a full-time, regular employee. To attain this benefit, the Unit Member must have attained the age of 55 by June 30 of the school year in which he or she retires.
- 13.3 **Notice of Intent to Superintendent** – The Unit Member shall notify the Superintendent of Schools, in writing, of his/her intention to retire and the option chosen no later than April 1 of the final year of work. The benefit shall take effect immediately upon retirement.
- 13.4 **Calculation of Benefit** – The district will pay the benefit based on the following formula:

$N \times \frac{1}{2}$  the final year's daily salary.

N = the number of unused sick leave days limited to a maximum of 240 days.

The calculation of this benefit will be based on 1/200 of an individual's daily rate of their base salary.

## ARTICLE 14

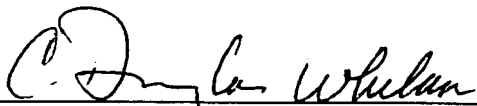
### DURATION

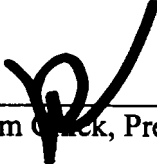
- 14.1 **Term of Agreement** – The term of the agreement shall be from July 1, 2002 through June 30, 2010

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 27th day of January 2004.

FOR THE DISTRICT

FOR THE SPPA

  
\_\_\_\_\_  
C. Douglas Whelan, Ed.D.  
Superintendent of Schools

  
\_\_\_\_\_  
William Cook, President  
SPPA

6/21/04  
Date Signed

6/21/04  
Date Signed

