



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: **Newfield Central School District and Newfield Central School Administrators Association (2010)**

Employer Name: **Newfield Central School District**

Union: **Newfield Central School Administrators Association**

Effective Date: **07/01/10**

Expiration Date: **06/30/12**

PERB ID Number: **10078**

Unit Size:

Number of Pages: **20**

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/>



AGREEMENT

between the

**NEWFIELD CENTRAL SCHOOL
DISTRICT**

and the

**NEWFIELD CENTRAL SCHOOL
ADMINISTRATORS' ASSOCIATION**



**July 1, 2010
through
June 30, 2012**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 25 2011

ADMINISTRATION



TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I - RECOGNITION	1
ARTICLE II – SCOPE OF AGREEMENT	1
ARTICLE III – SALARY AND FRINGE	1
A. SALARY AND FRINGE.....	1
B. UNUSED VACATION DAYS	1
C. WORK YEAR	2
D. HEALTH INSURANCE	2
E. STIPEND FOR NON-ELECTION	2
F. LONGEVITY STIPEND	2
G. OTHER DEDUCTIONS	2
H. TUTION FREE ATTENDANCE	3
I. EDUCATIONAL CREDITS	3
J. ADDITIONAL BENEFIT	4
K. IN-SERVICE TEACHING	4
L. MILEAGE FOR SCHOOL BUSINESS	4
M. PERFORMANCE STIPEND	5
N. HEALTH INSURANCE AT RETIREMENT.....	5
ARTICLE IV – TERMS OF EMPLOYMENT	5
ARTICLE V – LEAVE OF ABSENCE	5
A. IMMEDIATE FAMILY DEFINED	5
B. HOLIDAYS	6
C. VACATIONS.....	6
D. SICK LEAVE	6
E. PERSONAL DAYS	6
F. BEREAVEMENT	6
G. OTHER LEAVES	6
H. VISITATION DAYS	6
I. ABOLISHMENT OF POSITION	6
J. SOCIAL SECURITY	6
K. PHYSICAL EXAMINATIONS	6
L. PROFESSIONAL MEMBERSHIP AND DEVELOPMENT	6
ARTICLE VI – UNIT MEMBER EVALUATION	6
ARTICLE VII – EMPLOYEE DISMISSAL	7
ARTICLE VIII – GRIEVANCE PROCEDURES	7



A.	GENERAL	7
1.	DECLARATION OF POLICY	7
2.	DEFINITIONS	7
3.	RIGHTS OF THE GRIEVANT	7
4.	MUTUAL RIGHTS	8
5.	PRESENTATION OF THE GRIEVANCE	8
	ARTICLE IX – PERSONNEL FILE	8
	ARTICLE X – RETIREMENT	9
	ARTICLE XI – RIGHT OF REPRESENTATION	9
	ARTICLE XII – SAVINGS CLAUSE	9
	DURATION OF AGREEMENT	10
	APPENDIX A – STATEMENT OF GRIEVANCE FORM	i
	APPENDIX B – GRIEVANCE FORM #2, RESPONSE	ii
	APPENDIX C – GRIEVANCE FORM #3, APPEAL	iii
	APPENDIX D – BUILDING GOALS PLAN	iv



PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Newfield Central School District, (hereinafter referred to as the "District") and its administrative staff represented by the Newfield Central School Administrators' Association (hereinafter referred to as the "Association"), and to enable the administrators to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Newfield, do enter into this agreement.

ARTICLE I
RECOGNITION

The Newfield Central School District, having determined that the Newfield Central School Administrators' Association (hereinafter "Association") is supported by a majority of the administrators in a unit of employees organized for the purpose of collective negotiations has recognized the Association as the exclusive negotiating agent for the administrators contained in such unit.

The unit is comprised of the following: High School Principal, the Middle School Principal, the Elementary Principal and the Director of Special Programs and the Director of Information and Instructional Technology and the unit excludes all other persons.

This recognition shall be continuous and remain in effect for the maximum period allowed by the Taylor Law.

ARTICLE II
SCOPE OF AGREEMENT

- A. The District and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Newfield Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations of the Commissioner of Education as are in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.
- B. Rights of Minorities and Individuals: Whenever in this agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.
- C. Employer Rights: Except as expressly limited by provisions of this agreement the authority, rights and responsibilities delegated to this District are retained by said District.



ARTICLE III
SALARY AND FRINGE

A. Salary Increases.

1. 2010-2011 Work Year.

Unit members appointed prior to June 30, 2010 and represented by the Association on July 1, 2010 shall receive a one percent (1%) salary increase over their 2009-2010 salary and the performance stipend for 2009-2010.

EXAMPLE: 2009-2010 Salary \$80,000
Performance Stipend at end of 2009-2010 school year \$ 1,000
2010-2011 Salary (\$81,000 x 1.01) \$81,810

2. 2011-2012 Work Year

Each returning unit member appointed prior to June 30, 2011 including Unit members newly recognized as part of the Association through this Agreement shall receive a one percent (1%) salary increase over their 2010-2011 salary and the performance stipend for 2010-2011. See EXAMPLE in A.1. above.

B. Unused Vacation

At the time of retirement or resignation from the District, unit members will be reimbursed for all earned, unused vacation days. This reimbursement will be calculated on a work year of 240 days, up to a maximum of 40.

C. Work Year

All unit members will be on a twelve-month schedule.

D. Health Insurance

Unit members will be covered by the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent (current level of benefits or better 7/1/86) as follows:

a. Individual Plan

i. The District agrees to pay ninety percent (90%) of the cost of an individual plan and the employee shall pay a true ten percent (10%) of the cost of the plan.

b. Family Plan

i. For those unit members hired before June 30, 2004:

a) In the 2009-10 school year, the District shall pay eighty-five percent (85%) of the cost of a family plan and the employee shall pay a true fifteen (15%) of the cost of the plan

ii. For those unit members hired after July 1, 2004, the District agrees to pay eighty percent (80%) of the cost of a family plan and the employee shall pay a true twenty percent (20%) of the cost of the plan.



Effective on July 1, 2008, the District will offer a prescription plan that provides a \$0 employee co-pay per fill for generic drugs, a \$10 employee co-pay per fill for preferred brand name drugs and, a \$25 per fill for non-preferred brand name drugs.

Each employee enrolled in the health plan will have to meet annual deductibles of \$100/\$300.

E. The stipend paid for not electing to use the health insurance program: \$850

F. Longevity Stipend:

\$1000 will be awarded to a unit member each year after having ten full years of service in the District. An additional \$1000 (\$2,000 total) will be awarded to an administrator each year after having twenty years of service in the District. An additional \$1,000 (\$3,000 total) will be awarded to an administrator each year after having thirty years of service in the District. The stipend would be paid each year on top of the base salary, but would not be added to the base when calculating future increases.

Such stipend shall be paid with the last paycheck of the school year.

G. Other Deductions

Provisions will be made for deduction, upon request, for the following institutions:

- Cornell Federal Credit Union
- New York State United Teachers Member Benefits
 - Vote Cope
- Tioga State Bank of Newfield
- Tompkins County Trust Company
- Chemung Canal Trust Company
- M & T Bank
- Tax Sheltered Annuities:
 - Omni Financial Group

Employees will pay for any banking fees incurred for these deductions.

A bargaining unit member may withdraw the authorization(s) at any time by written notice that is received by the District at least two (2) weeks prior to the effective pay period. Bargaining unit members can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the member will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.

H. Tuition Free Attendance

Basic tuition fees will be waived for children of Newfield Central School District administrators who live outside of the District yet wish their children to attend educational programs which are available, pre-kindergarten through twelfth grade in the Newfield Central School District.



I. Educational Credits for Unit Members who are Permanently Certified - In order to encourage unit members to maintain and/or improve their skills, the District will reimburse the cost of tuition for undergraduate or graduate credit to any unit member who successfully completes undergraduate or graduate credits that are germane to his assignment. The following conditions apply to this program:

1. All courses must be taken at an accredited college or University recognized by the State of New York.
2. All courses must be approved in advance.
3. Administrators will be reimbursed up to the rate of the current tuition rate of the State University of New York upon the submission of the proper bills and official transcripts.
4. The District will also reimburse tuition above the SUNY graduate rate for approved programs. Unit members who attend approved programs will incur a commitment to remain employed by the Newfield District for five years following the completion of the approved graduate courses or modules. If the unit member leaves before five years from the time of the approved course completion, said administrator will repay the District the tuition expense. The expense will be determined by obtaining the difference between the SUNY tuition rate that was charged at the time calculated per credit hour, and the tuition rate charged by the approved program for each graduate hour multiplied by the total number of graduate credit hours. The repayment will be pro-rated as follows:

0-1 years following completion:	90% of expense
1-2 years following completion:	80% of expense
2-3 years following completion:	70% of expense
3-4 years following completion:	60% of expense
4-5 years following completion:	50% of expense
5+ years following completion:	0% of expense

If a unit position is eliminated by the District, the unit member is not responsible for repayment of educational tuition expenses.

J. Additional Benefits

Dental Plan

The District will offer dental insurance under the Guardian plan or under a mutually agreed upon plan that offers comparable benefits. Unit members who elect coverage are responsible for the full premium cost of coverage. Elections to participate and authorizations for payroll deductions for premium payment must be made in writing on forms to be provided by the District.

105 IRC Account

Effective October 1, 2006, the District shall set up a Section 105 account for each unit member.

In the 2009-10 school year the District agrees to pay into each unit members 105 plan the sum of \$800.

The parties agree that the 105 account money must be in compliance with all federal and NYS laws. To the extent permitted by law and plan regulation, the money in these 105 accounts may be rolled over from plan year to plan year. In addition, to the extent allowed by law, the District agrees to design a plan which will allow, at the time of retirement, for the use of any former unit member who has such an account, of the money therein for a period of time extending out two calendar years from the date of retirement. The District agrees to pay the administrative fees for active unit members for these accounts. Upon retirement the administrative fees will be paid out from the former unit member's 105 account.

- K. **Payment for Teaching In-Service Courses** - Unit members will be paid for teaching in-service, professional development courses that take place outside of the regular school day and are in addition to the *regular* assignment of the building principal. Reimbursement will be at the current District rate. Unit members recognize that, as educational leaders, there is responsibility on their part to insure that staff are receiving necessary professional development to meet District goals. Courses that involve technology training, adult education, etc., are considered in addition to the unit member's regular assignment.
- L. **Mileage for School Business**
School vehicles will be used whenever possible. The current Internal Revenue Service rate for mileage will be paid for use of personal vehicle if a school vehicle is not available. If a school vehicle is available and the individual elects to use his own car, the Board of Education will pay thirteen cents (.13) per mile.
- M. **Performance Stipend**
The District will offer each Unit Member a \$1000 performance stipend. This stipend will be paid following the completion of the entire school year and the satisfactory progress toward agreed-upon goals. In a case where a unit member does not finish a school year, the stipend will not be paid. Satisfactory progress is determined by the Superintendent's year-end evaluation. The stipend will be added to the unit member's base salary when computing salary increases in subsequent years.
- N. **Eligibility for Health Insurance at retirement**
 - a) In order for unit members to be eligible for health insurance at the time of their retirement, they must have fifteen years of service with the Newfield Central School District, and be employed by the District at the time of their retirement.
 - b) The health insurance premium paid by the District for retirees will be frozen at the rate the Board of Education is paying at the time of the unit member's retirement.
 - c) If a rate is negotiated that is less than what the District pays for any retiree, the new lower rate will become the maximum rate that the District will pay for each individual retiree.

- d) It will be the retiree's responsibility to make payments to the District for the difference between the District's maximum contribution and the actual cost. The retiree shall make a quarterly payment on or before every calendar quarter, (i.e January 1, April 1, July 1, and October 1).

ARTICLE IV
TERMS OF EMPLOYMENT

- A. Notification of Salary:
Fifteen (15) days subsequent to the adoption by both parties of a new agreement, the District will give each administrator notice of salary for the next school year except where unforeseeable or extenuating circumstances prevail. Adoption of an agreement of long duration is directed to July 1 of the new fiscal year.
- B. Employment Status:
Written notice will be given to all non-tenured, certified administrative personnel in writing regarding their employment status by December first relating to the current school year, and by April first concerning the following year except in the third year of employment when notification will be given by May first.

ARTICLE V
LEAVES OF ABSENCE

- A. For the purpose of this agreement, Immediate Family shall be defined as husband, wife, children, step-children, parents, step-parents, aunts, uncles, nieces, nephews, in-laws, sister, brother, grandparents of employee or spouse, grandchild, and persons residing in employee's house.
- B. Holidays – All administrators shall be entitled to twelve holidays per year. These will normally be the same as those granted service employees unless there is a special school activity scheduled on a holiday. In such case, another mutually agreed upon date will be arrived between the unit member and the Superintendent. In addition, the week between Christmas and New Year's Day will be holidays and will not be considered vacation days.
- C. Vacations – All administrators shall be entitled to twenty days vacation time each year. Vacations are scheduled with the approval of the Superintendent and will not normally be taken when school is in session. Vacation time may be accumulated up to a maximum of 40 days.
- D. Sick Leave -
Each unit member shall be entitled without diminution of salary to twelve days leave of absence because of illness on an annual basis. Unused sick leave may be accumulated with no cap.
- E. Personal Days – Each unit member will be allowed two days leave of absence for personal reasons. This will be non-cumulative but not deducted from leave of absence for illness. Unused personal days will be added to the employee's accumulated sick leave at the end of each school year.

-
- F. Bereavement - The District shall grant up to five school days and, in the event of hardship, may grant up to eight school days leave with pay to any unit member in the event of a death in his immediate family, as defined in Article V.
 - G. Other Leaves: The District may grant other leaves of absence
 - H. Visitation Days: Unit members may request one (1) day per year to visit other schools, provided such request is approved by the superintendent. Additional days will be granted by the Superintendent upon request by the unit member.
 - I. Abolishment of Position – Should a unit member's position be abolished, that unit member shall be afforded the opportunity to transfer to an administrative position for which he is certified if such a position is available in the District. The salary for this position shall be commensurate with the position, the individual's experience, and the scope of this Agreement.
 - J. Social Security – The members of this unit are covered by the United States Social Security System.
 - K. Physical Examinations - The District encourages each unit member to have an annual physical examination. These examinations will be at the expense of the District. The claim is to be submitted to the health insurance carrier first. The District will pay any balance.
 - L. Professional Membership and Development – The Board of Education will pay the cost of one professional membership for each member of the Association. The Superintendent must approve the professional organization. In addition, unit members may attend one state level conference each year or one national conference every other year at reasonable expense to the District. Participation in said conferences must be planned and approved by the Superintendent of Schools one year in advance to facilitate budget planning

ARTICLE VI
UNIT MEMBER EVALUATION

Following the passage of Chapter 103, Laws of New York, 2010, which will be placed in the statute books as New York Education Law, Section 3012-c and which establishes a new statewide comprehensive evaluation system for building principals based on multiple measures of effectiveness which will be effective on July 1, 2011, certain specified aspects of the new comprehensive evaluation system for principals are to be subject to the collective bargaining process in accordance with Article 14, of the New York Civil Service Law (i.e. the Taylor Law). Further, any collective bargaining agreement entered into after July 1, 2010 must be consistent with the requirements of this new law.

The parties agree to leave open the subject of the negotiation of the new evaluation process for further negotiations of these evaluation issues that are new as a result of the passage of New York Education Law, Section 3012-c. The parties agree

that, upon the reasonable written request of either party, to meet and begin negotiations on the new evaluation process.

ARTICLE VII
EMPLOYEE DISMISSAL

- A. No employee will be dismissed without just cause.
- B. In the event that the District is considering the dismissal of an employee or termination of an employee's services at the expiration of his/her probationary period, it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the employee, and at his option, an Association representative for the purpose of improving his performance in order to continue his employment.
- C. Following such conference, if the District still determines that the employee should be dismissed, the Superintendent will forward the recommendation to the Board of Education. The employee will receive a minimum of thirty (30) days written notice of the date the Board of Education will meet to consider the recommendation for termination. If the Board of Education accepts the Superintendent's recommendation to terminate a non-tenured administrator, it will then provide thirty (30) days notice of the date of dismissal. The notice will specify reasons for dismissal.
- D. Any employee dismissed under this article has the right to invoke grievance procedure if he disagrees with the action.

ARTICLE VIII
GRIEVANCE PROCEDURES

- A. General
 - 1. Declaration of Policy
In order to establish a more harmonious and cooperative relationship between administrators and members of the Board of Education, which will enhance the educational program of the Newfield Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of administrators pursuant to established rules, regulations and policies of the district.
 - 2. Definitions
 - A. An employee shall mean any person in the unit covered by this agreement.
 - B. Employer shall mean the individual designated by the Newfield Central School District to review and resolve grievances.
 - C. Association shall mean the Newfield Administrators' Association.



- D. A grievance is a complaint by an employee in the unit, or by an employer, concerning an alleged misinterpretation or misapplication, of an express provision of this agreement.
- E. Days shall mean all days other than Saturdays, Sundays, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given with the terms of this procedure.

3. **Rights of the Grievant**
The grievant shall have access to all written statements, records, and materials relating to the grievance.

4. **Mutual Rights**
- A. In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his representative fails to make a decision within the required time period, the grievance may be appealed to the next higher step in the procedure.
 - B. All grievance discussions, meetings, conferences, and hearings shall be conducted by mutual agreement of both parties.
 - C. The time limits at any step(s) may be extended by written mutual consent of the parties.

5. **Presentation of the Grievance**

Step One

- A. An employee who claims to have a grievance shall present his grievance to the Superintendent of Schools or his nominee within five (5) working days of its occurrence, with the objective of resolving the alleged grievance informally.
- B. The immediate supervisor or his nominee shall meet with the parties to resolve the grievance within five (5) working days. After the meeting of the parties, the Superintendent of Schools or his nominee shall render a decision in writing within five (5) working days, a copy of which is sent to the employee and his representative, if any.

Step Two

If the aggrieved party is not satisfied with the decision at Step One, may within five (5) days, request in writing, a hearing before the Board Of Education. The five (5) days refer to receipt of the written decision in Step One. The requested hearing shall be held within (30 thirty days after it is received and a decision shall be made within five (5) days thereafter. Copies of the decision will be sent to the aggrieved party and his representative, if any.

ARTICLE IX
PERSONNEL FILE

Review of Personnel File:

- (1) Within one working day of receipt of a written request, a unit member will be provided an opportunity to review and make copies of non-confidential personnel data concerning him. All such material will be kept in one official personnel file located with the Superintendent. A unit member will be entitled to have a representative of the Association accompany him during such review. Only those who have an official right and reason for so doing may inspect an administrator's files, and said files shall not be open to public inspection except upon specific consent by the unit member.
- (2) A unit member will be given a copy of any material that relates to that member's conduct, service, character or personality, to be placed in the unit member's personnel file. Such material will carry the notation "C: Personnel File".
- (3) The unit member has the right to submit a written response to materials which are derogatory to his conduct, service, character or personality. This response is to be signed by the unit member and attached to the material in question.
- (4) All material placed in a unit member's personnel files will clearly identify the author.
- (5) Grievances, answers and settlements will not be placed in unit member's personnel files except when both parties agree that settlement material needs to be a matter of record.

ARTICLE X
RETIREMENT

Retirement - Cumulative Sick Leave:

- (1) Each unit member who retires from administration will be compensated for each day of sick leave that the unit member has accumulated at the effective date of the unit member's retirement at a rate of sixty dollars (\$60.00) per day.
- (2) In order to be eligible for this benefit, the unit member must be eligible to retire according to the rules and regulations of the New York State Teachers' Retirement System and must give written notice to the District no later than one hundred twenty (120) days prior to the effective date of the unit member's retirement. Payments will be made in a lump sum within thirty (30) days following the unit member's retirement.



ARTICLE XI
RIGHT OF REPRESENTATION

- A. Right of Representation: Any unit member shall have the right of representation in any meeting with his or her supervisor. The Superintendent will advise the unit member of the right to representation prior to any meeting dealing with disciplinary or discharge issues.

ARTICLE XII
SAVINGS CLAUSE

- A. Savings Clause:
Should any part of this Agreement be rendered or declared illegal or invalid by legislation, or any other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of the Agreement.
- B. Required Language
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.

DURATION OF AGREEMENT

This agreement is made and entered into on this 18th of July, 2011, by and between the District and the Association.

This agreement shall be effective upon ratification by both parties and continue in effect through June 30, 2012.

Both parties agree that all negotiable items in this agreement have been discussed and that no item in this agreement will be reopened during the duration of this agreement except by mutual consent.

All other outstanding issues have been dropped by both sides.

ASSOCIATION

By Vicky Volpicelli
President

DISTRICT
By Cheryl Thomas
Superintendent

Dated this 18 day of July, 2011.



APPENDIX A

STATEMENT OF GRIEVANCE

GRIEVANCE NO.: _____

DATE: _____

AGGRIEVED
PARTY: _____

POSITION: _____

CONTRACT PROVISION(S) VIOLATED:

REMEDY SOUGHT:

Signature of Grievant



APPENDIX B

**GRIEVANCE FORM #2
RESPONSE**

STAGE _____

GRIEVANCE NO. _____

In accordance with the Negotiated Agreement between the Newfield Central School District and the Newfield Central School Administrator's Association, the following decision has been reached on a grievance submitted in writing on _____ by _____:

DATE: _____

SIGNATURE OF SUPERINTENDENT _____

If the grievance is rejected, the above statement will include reasons for the rejection.

- Copies:
1. Grievant (two copies)
 2. Superintendent
 3. NAA President



APPENDIX C

**GRIEVANCE FORM #3
APPEAL**

TO _____:

In accordance with the Negotiated Agreement between the Newfield Central School District and the Newfield Central School Administrators' Association, the undersigned grievant appeals the decision reached at Stage _____, which was received by the grievant on _____, and asks that the grievance be submitted to Stage _____ forthwith.

SIGNATURE OF GRIEVANT: _____

- Attachments:
1. Copy of original grievance
 2. Copy of decision being appealed
 3. Applicable supporting documents or statements

- Copies to:
1. Superintendent
 2. NAA President
 3. Hearing Officer of Level Being Appealed



Appendix D

Building Goals: 20__ - 20__ School Year

Building: _____

Goal:

Objectives: 1.

2.

3.

Action Plan

Activities	Resources	Evidence of Attainment	Time Frame

