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CONTRACT

BETWEEN

**THE SUPERINTENDENT OF THE
BRIGHTON CENTRAL SCHOOL DISTRICT**

AND

**THE ASSOCIATION OF BRIGHTON
ADMINISTRATORS**

EFFECTIVE

JULY 1, 2011

through

JUNE 30, 2014

AGREEMENT BETWEEN THE SUPERINTENDENT AND THE
ASSOCIATION OF BRIGHTON ADMINISTRATORS FOR SALARIES AND
FRINGE BENEFITS

July 1, 2011 - June 30, 2014

ARTICLE 1 -- Recognition

The Brighton Central School District Board of Education, having satisfied itself that a majority of the employees in the negotiating unit consisting of all certified administrators, excluding the Superintendent, Assistant Superintendent for Administration, and Assistant Superintendent for Curriculum and Instruction, employed by the District, have designated the Association of Brighton Administrators as the exclusive negotiating representative for the administrators in said bargaining unit.

ARTICLE II – Staff Title/Classification

The provisions of this agreement shall apply to the administrative and supervisory staff of the Brighton Central School District as listed below:

<u>Title</u>	<u>Work Year</u>
High School Principal	12 month
High School Assistant Principal(s)	12 month
Middle School Principal	12 month
Middle School Assistant Principal(s)	12 month
Elementary School Principals	12 month
Elementary School Assistant Principal(s)	12 month
Director for Pupil Personnel Services	12 month
Assistant Director for Pupil Personnel Services	12 month
Director for Visual and Performing Arts	12 month
Director for Physical Education, Athletics and Health	12 month
Director of Assessment	12 month
Assistant to the Superintendent for Strategic Initiatives	12 month

ARTICLE III – Salary

A. Returning Members:

- (1) Effective July 1, 2011, each unit member shall receive an increase in salary of 1.5% over his/her 2010-2011 annual salary.
- (2) Effective July 1, 2012, each unit member shall receive an increase in salary of 1.5% over his/her 2011-2012 annual salary.
- (3) Effective July 1, 2013, each unit member shall receive an increase in salary of 1.5% over his/her 2012-2013 annual salary.

B. Salary for administrators and supervisors new to the district will be based on their training and experience as determined by the Superintendent.

ARTICLE IV – Performance Advancement

An administrator or supervisor will receive a salary adjustment based upon satisfactory performance; salary adjustment may be accelerated or delayed. Recommendations regarding performance awards or the withholding of salary advances shall be made annually by the Superintendent of Schools on the basis of evaluations of performance. The Superintendent may request assistance from other administrative staff members in forming his/her recommendations, but the final recommendation to the Board will be made by the Superintendent.

ARTICLE V – Staffing Patterns

The Superintendent agrees to notify any affected administrator and the President of the Association of Brighton Administrators when a position is considered for elimination or major restructuring. After notification, the Superintendent shall meet with the President of the Association to discuss his/her plans and/or possible alternatives. The written notification and meeting shall take place as far in advance as possible before the proposed date of implementation of a change. This provision shall not apply to changes resulting from the resignation or retirement of individual administrators. In the event of the elimination of an administrative position, the district shall attempt to provide the administrator with another position within the district whenever possible, in conformity with the tenure laws and certification requirements of New York State.

ARTICLE VI – Fringe Benefits

- #### A. Sick Leave – An allowance of 14 days per fiscal year shall be allowed for absence due to illness. The unused portion of this allowance shall be added each year to the administrator's or supervisor's sick leave bank up to a maximum of 225 days. Upon

severance of employment, all unused accumulated sick leave is canceled. No payment for unused leave will be made.

A further sickness allowance for disabling illness or accident shall be provided at 70% of salary, following the expiration of full-time sick leave accumulations, for one employment year from the date of expiration of sick leave, or until the employee is able to return to work, whichever shall occur first.

Of the 14 days allowable for illness, any or all days may be used for illness in the immediate family. When such use is granted, days so used shall be deducted from accumulated sick leave.

- B. Disability Insurance – A long-term disability insurance plan shall be provided. Such insurance coverage shall provide for the continuation of 70% of the first \$75,000 of salary for any administrator or supervisor carrying the insurance, beginning one year after the first day of disability and continuing throughout the permanent disability for the lifetime of an individual disabled by accident and in accordance with the provision of the plan for an individual permanently disabled by illness.

Health Insurance – Effective 7/1/10, the district will pay 97% of the premium for the Blue Point 2 Value plan for all current unit members. If a unit member enrolls in a plan other than Blue Point 2 Value, he or she will be responsible for the difference in premium, if any.

Unit members eligible for a family contract are eligible for an opt-out option if they have health insurance coverage available through another plan. The unit member's opt-out value is 50% of the Blue Point 2 family plan. This value will be applied as a benefit credit to salary.

If any unit member who is eligible for, but has chosen not to sign up for District-provided health insurance retires, he or she will be allowed to enroll in the District's insurance plan at the time of his or her retirement or anytime thereafter if it should become necessary, if the unit member was eligible to enroll at the time of retirement. The unit member's contribution shall be equal to the amount of contribution in effect at the time the unit member retired.

The District shall have the option of providing coverage from other carriers or self-insuring any portions thereof, so long as the coverage is equal in benefits to that provided at the time by the carrier being replaced.

As a further provision of this plan, administrators and supervisors who retire from the District and meet the criteria shall be eligible for continued insurance as follows: if they have reached the age of 55 and have served in the district for a minimum of 8 years. Unit members will continue to pay the percentage of their health and dental insurance premiums in effect at the time of their employment. Health insurance carrier for retirees

shall continue family as well as individual coverage, but individual coverage may not be changed to cover a family after retirement.

Employees starting service in July may apply for insurance coverage beginning on July 1. Employees starting their services at other times during the year, may elect coverage to become effective on the first of the month following the effective date of their employment. Employees who choose not to take the medical insurance program at the time of first employment may later make application to come into the program. A physical examination is necessary for such persons before being approved for coverage.

Upon the death of the unit members, the surviving spouse shall have the option of participating in the existing group health plans. The entire cost of the group rate premium(s) shall be borne by each participant.

- D. Dental Insurance – A dental plan with benefits equal to those of the Smile Saver IV Group Dental Plan shall be provided. The District will pay 90% of the dental premium. The District will provide a benefit credit to salary for the value of the enrollment status, i.e., single or family. The employee will be responsible for paying the premium through payroll and can do so on a pre-tax basis.

Unit members eligible for a family contract are eligible for an opt-out option if they have dental insurance coverage available through another plan. The unit member's opt-out value is 50% of the dental family plan. This value will be applied as a benefit credit to salary.

Retirees will have continued coverage 90% paid by the District following retirement so long as the District continues to provide such coverage to unit members.

Upon the death of the unit member, the surviving spouse shall have the option of participating in the existing group dental plan. The entire cost of the group rate premium(s) shall be borne by each participant.

- E. Personal Obligations – Absence without deduction of salary will be allowed for compelling personal obligations upon the written approval of the Superintendent. Reason should be given if asked for immediately before or following a vacation period.
- F. Professional Obligations – Absence without deduction of salary will be allowed for attendance at professional meetings upon the written approval of the Superintendent.
- G. Other Absences – Absence without deduction of salary will be allowed for death in the family, jury duty and unforeseen circumstances upon the written approval of the Superintendent.
- H. Leave of Absence - a leave of absence with full salary for purposes related to professional growth may be granted upon the recommendation of the Superintendent and approval of

the Board of Education. Extended leaves of absence without salary may be allowed upon recommendation of the Superintendent and approval of the Board of Education.

- I. Reimbursement of Expenses - administrators and supervisors attending professional conferences and meetings or enrolling in graduate courses related to their assigned responsibilities may be reimbursed for the expenses incurred upon written approval of the Superintendent. Reimbursement shall be at the then SUNY graduate tuition rate for up to 12 credit hours per school year. Reimbursement beyond 12 credit hours will be considered in extraordinary circumstances at the discretion of the district. When an administrator or supervisor operates his/her own automobile on district business, he/she may claim reimbursement at the rate allowed by the district.

- J. Cafeteria Plan – Effective July 1, 2010, the amount of \$2,825 will be available for each Administrator to distribute to the area(s) he/she prefers. These areas include unreimbursed medical expenses, life insurance, tax-shelter annuities and an enhanced long-term disability policy.

Unit members employed after July shall receive a prorated sum based on their date of hire; those leaving employment prior to June 30th will also receive a prorated amount for this plan.

- K. Vacation and Holidays - administrators and supervisors may be absent without deduction of salary on the following holidays:
 - (1) Independence Day
 - (2) Labor Day
 - (3) Columbus Day
 - (4) Veterans' Day
 - (5) Thanksgiving Day
 - (6) Friday following Thanksgiving
 - (7) The Day Before Christmas
 - (8) Christmas Day
 - (9) The days between Christmas and New Year's Day
 - (10) New Year's Day
 - (11) Martin Luther King's Birthday
 - (12) Presidents' Day
 - (13) Good Friday
 - (14) Memorial Day

In addition to the listed holidays, twelve-month administrators and supervisors shall receive paid vacation.

Newly hired twelve-month administrators and supervisors will accrue one day of vacation per month for each month of employment through June 30th of their first year of employment.

Twelve-month administrators and supervisors hired between July 1 and December 31 shall receive 25 day paid vacation per year effective July 1 of the following year. Twelve-month administrators and supervisors hired between January 1 and June 30 shall receive 12.5 days paid vacation effective July of that same year. Thereafter, all twelve-month administrators and supervisors shall earn 25 days paid vacation for the year from July 1 through June 30.

Twelve-month administrators and supervisors who resign from the District during the school year will receive accumulated vacation on a pro-rated basis (25 days for 12 months).

Vacation days will be taken when school is not in session except with express permission of the Superintendent. Unused vacation time may be accumulated to a maximum of 25 days per year. Accumulated vacation days may be taken as desired during vacation periods upon approval of the Superintendent. Administrators can be reimbursed for up to 5 unused vacation days at the end of the fiscal year. Earned vacation will be paid for by the school district at the time of retirement or resignation at the rate of 1/240 for 12-month administrators and 1/200 for 10-month administrators.

The granting of full vacation allowances, as specified above, is contingent upon the administrator or supervisor completing his/her assigned tasks and responsibilities. Prior to use of vacation days unit members shall notify the Superintendent's Office.

ARTICLE VII - Work Year

- A. Ten-month administrators' and supervisors' work year shall be the same as the teachers' work year. In addition, they will work from September 1 through the first day of school and from the last day of school through June 30 without additional compensation for those days. Ten-month administrators are expected to work during school vacation periods when requested by their immediate supervisor or as their job responsibilities require. If required to work beyond the ten-month year, such administrator or supervisor shall be compensated at the rate of 1/200 of annual salary for each work day.
- B. All administrators and supervisors are expected to be on duty the week following the close of school in June and the week preceding the opening of school in September unless permission for absence is obtained from the Superintendent.
- C. Administrators and supervisors are expected to devote the necessary time and effort required to properly complete their assigned responsibilities. It is understood that such time and effort may exceed the limits of normal working hours.

ARTICLE VIII - Dues Deduction

Unit members who wish to do so may arrange to have dues for SAANYs (State Professional Association) deducted in equal installments from salary checks. Such applications shall be made to the business office prior to September 15 of each school year.

ARTICLE IX - Dismissal of Tenured Unit Members

No tenured unit member shall be dismissed or disciplined except for just cause.

In the event that the District brings charges seeking the discipline or dismissal of a unit member holding tenure status with the District, the unit member may request that the discipline/dismissal be reviewed by the arbitration procedure contained in this agreement as a binding election and in lieu of Education Law procedures. If the unit member requests arbitration, and if the Association and the District agree, then the matter shall proceed directly to arbitration under the Grievance Procedure contained in this agreement.

ARTICLE X - Grievance Procedure

A grievance is defined as a claimed violation of a specific provision of this agreement. As a condition precedent to the use of this procedure, including arbitration, a grievance must be reduced to writing and received by the Director for Administrative Services not later than ten calendar days after the acts or omissions giving rise to the grievance first occurred.

The Director for Administrative Services shall consider the grievance and attempt to resolve the same informally. However, if the grievance is not resolved, he shall render a written decision within ten calendar days after his receipt of the written grievance.

Within ten calendar days after an adverse decision by the Director for Administrative Services (or within ten calendar days after the last day such a decision could have been rendered if a written decision is not forthcoming), a written appeal may be filed with the Superintendent of Schools. The Superintendent shall consider the matter and may meet with the aggrieved party and Association representatives if he deems appropriate. If the matter is not resolved, a written decision shall be rendered within twenty calendar days following receipt by the Superintendent of the appeal.

Within twenty calendar days following the Superintendent's decision (or within twenty days following the last day such a decision could have been rendered, if a written decision is not forthcoming), the matter may be appealed to binding arbitration, but only with the approval of the Administrators' Association. Thereafter, an arbitrator shall be selected by utilizing the procedures of the American Arbitration Association.

The arbitrator shall be limited to interpreting the specific language of the labor agreement, and he shall have no power to add to, modify, or change any provision of the labor agreement. The cost of the arbitrator shall be borne equally by the parties, but all other expenses shall be

borne by the party incurring them. The decision of the arbitrator shall be binding on the parties as provided by law.

ARTICLE XI – Retirement Incentive

A retirement incentive will be available to administrators and supervisors who submit a letter for the purpose of retirement to the district no later than January 15th, effective no sooner than June 30th of the year in question and no later than December 1st of the succeeding school year, in which they meet both of the following eligibility requirements.

- The unit member must have 10 years of service with the district in an administrative capacity
- Must retire when he or she is first-time eligible without diminution of pension,

Effective July 1, 2007 this same incentive shall be available to otherwise qualified individuals in the year immediately following that in which he or she was first time eligible without diminution of benefit.

The incentive is not to exceed \$20,000 and is determined as follows:

- \$40 for each unused sick day up to 200 days
- \$400 for each year of service.

The incentive will be paid in the first payroll subsequent to the official date of retirement as regular pay or as a single payment tax deferred payment as mutually agreed by the ABA and District.

If an extreme emergency occurs after the letter of retirement is submitted, i.e., death of spouse, spouse's loss of job, the award will be available the following year or later at the Superintendent's discretion.

ARTICLE XII – Longevity Award

As recognition of the importance of administrative stability for the benefit of the children and teachers under the supervision of District administrative personnel, an annual stipend for longevity, not part of the administrator's salary for the purposes of annual increases called for in Article III of this agreement, shall be added to each eligible administrator's annual salary commencing on July 1 of the year after which he or she completes the requisite number of years specified, and distributed in 26 installments through payroll, according to the following schedule:

- \$500 after five (5) years as a Brighton administrator
- \$1,000 after ten (10) years as a Brighton administrator
- \$1,500 after fifteen (15) years as a Brighton administrator
- \$2,000 after twenty (20) years as a Brighton administrator

ARTICLE XIII- Mentor Program

The District agrees to entertain a proposal to establish a Mentor Program for new administrators in the district for the 2008-09 school year.

The provisions of this agreement shall become effective July 1, 2011, and shall continue in effect until June 30, 2014.

Kevin C. McGowan, Ed.D
Superintendent of Schools

Carolyn Rabidoux
Association of Brighton Administrators President