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**Contract Database Metadata Elements**

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**Negotiated Agreement between the Superintendent of Schools  
of the Berlin Central School District  
and the  
Berlin Administrators Association**

**October, 2012**

**PREAMBLE**

The Berlin Administrators Association declares its common interest with the Berlin Board of Education in a desire to achieve the finest possible education for our students consistent with the aspirations and support of the citizens of the Berlin community. It is the considered purpose of this Association to accomplish its objective through a cooperative relationship between the Berlin Board of Education and the Berlin Administrators Association.

In order to encourage an effective and harmonious relationship between the Berlin Board of Education (hereinafter called the "District") and the administrative employees of the District (hereinafter called the "Administrators"), represented by the Berlin Administrators Association affiliated with the School Administrators Association of New York State (hereinafter called the "Association"), the Chief Executive Officer of the District (hereinafter called the "Superintendent") and the Association enter into this agreement, subject to the ratification of the Berlin Board of Education and the membership of the Berlin Administrators Association.

**RECOGNITION**

The Berlin Board of Education recognizes the Berlin Administrators Association as the exclusive bargaining agent and representative for all building Principals, the Director of Pupil Personnel Services, the Superintendent of Buildings, and any other certified administrative and certified supervisory personnel. Excluded from this agreement are the Superintendent, the School Business Administrator, and any employee who is a member of another bargaining unit.

**NEGOTIATION PROCEDURE**

Negotiations for a successor agreement will commence upon written request of either party. Such request shall be made in the final year of the Agreement not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent of both parties, and not later than February 1. The parties will then establish a mutually agreeable meeting date following such request. At the initial meeting the parties will exchange proposals in writing in the contract language desired by the party presenting the proposal. All negotiations shall be held in executive session, and any releases to the media shall be done jointly unless an impasse is reached.

## **SAVINGS CLAUSE**

If any provision of this Agreement shall be judged contrary to law in a court of competent jurisdiction, such provision shall not be applicable or subject to the grievance procedure, except to the extent permitted by law. All other provisions of this Agreement will continue in effect.

## **WORKING CONDITIONS**

### **Administrator's Personnel File:**

1. Written materials, including evaluation reports, will not be placed in an administrator's personnel file nor submitted to the Board of Education until the administrator has had the opportunity to examine the materials for at least three (3) working days, discuss the materials with the Superintendent of Schools and/or the person preparing the materials. The Administrator shall have the right to respond in writing within fifteen (15) working days to any material filed, and her/his response shall be attached to and become a part of the file copy.
2. An Administrator shall have the right, upon reasonable request, to review the contents of his/her personnel file and make copies of any documents in it. The review of the file shall be during the open office hours of the District and no file may be removed from the office. Excluded from such review are pre-employment recommendations and documents.
3. An Administrator's personnel file is a confidential document. Except as may otherwise be required by law, information concerning an administrator pertaining to tenure decisions will be provided by the Superintendent.
4. No anonymous complaints shall be made part of an Administrator's file.

### **Change of Assignment:**

An Administrator will be consulted by the Superintendent whenever a change of administrative assignment is contemplated. If a change should occur, compensation; mentoring; and support will be negotiated.

### **Administrator's Authority:**

The Board and Administrators recognize that each Administrator has responsibilities for matters pertaining to organization, direction of personnel, and school management. All of the responsibilities are to be fulfilled in harmony with the standards and goals for the schools and the District as directed by and in cooperation with the Superintendent. Requests of administrators for information concerning school operations in their particular areas of responsibility from members of the Board of Education or the public shall come through and be directed by the Superintendent of Schools.

### **Professional Development:**

Each Association member will be reimbursed by the District for professional memberships in an amount not to exceed \$500.00, of which not more than \$250.00 will be paid to SAANYS. Payments may be made through payroll deduction. Receipts must be provided to receive reimbursement.

**Attendance at Board of Education Meetings:**

The presence of unit members at Board of Education meetings will not be required beyond 10:30PM.

**Conferences and Professional Growth:**

Unit members shall be permitted to attend State and Regional professional conferences at the discretion of the Superintendent within limits of the available funds. An Administrator shall be reimbursed for graduate level college course work. Prior approval of the Superintendent is necessary in order to receive compensation.

**Instructional Staffing:**

While final recommendations and selection of staff members is the duty of the Superintendent and the Board, building Principals will be involved in interviews and staff selection of positions they supervise.

**Staff Evaluation:**

Performance appraisal of all District employees is necessary for the maintenance of a high caliber staff and a high morale among staff members. It is the responsibility of building Administrators to evaluate all staff members for whom s/he is responsible in accordance with District regulations. Certificated personnel will be evaluated according to APPR procedures described in New York State Education Law 3012c.

**Legal Protection:**

The District is responsible to defend any civil or criminal action or proceeding growing out of disciplinary action taken against any pupil of the District while in discharge of an Administrator's duties and within the scope of the Administrator's employment or any action taken by an Administrator in the regular scope of the Administrator's employment. An Administrator must give to the Superintendent within ten (10) calendar days either the original or a copy of any summons, complaint, process notice, demand or pleading.

**Work Year and Vacations:**

Each Administrator shall receive (20) days of vacation in each year of this agreement. Each Administrator shall be allowed to carry over into the next school year, with prior approval from the Superintendent, ten (10) days of vacation for an extended vacation at a later time. Additionally, each Administrator shall be able to have up to five (5) unused vacation days added to their sick pool accumulation each year of this agreement.

Upon retirement or resignation, the administrator may receive salary of up to ten (10) days of unused vacation time accumulated prior to the date of such retirement or resignation. Reimbursement for unused vacation days will be calculated by dividing the annual salary by 240 days.

**Holidays:**

Each administrator shall be paid for twelve (12) holidays and one (1) floating holiday each year:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day and Day Following
Memorial Day	Christmas Day
Independence Day	1 Floating Holiday

**School Closings:**

With consideration given to road conditions and personal safety, on days of emergency closing after consultation and with the approval of the Superintendent, an administrator may work from home.

**Sick Leave:**

Sick leave is accrued at 1.25 days per month (15 days per year) and may be accumulated up to 240 days. A new administrator from within the District will keep any prior accrued sick leave and personal leave time.

**Personal Leave:**

Each bargaining unit member shall have available (3) days of personal leave to be used to transact business that cannot be accomplished outside the school day. Personal leave days may not be used to extend a vacation. Unused personal leave days will be added to sick day accumulation.

**Bereavement Leave:**

Up to five (5) consecutive days with pay shall be granted for each death in the immediate family, herein defined as father, mother, spouse, and children. Up to three (3) consecutive days bereavement leave with pay shall be granted for each death in the family herein defined as brother, sister, mother/father-in-law, son/daughter-in-law, grandchildren and grandparents. Bereavement leave must be immediately associated with the date for death of the person for whom the leave is used, and the leave shall be taken in consecutive days. One additional day may be used to extend the above leave when necessary, and shall be charged to personal sick leave.

**Jury Duty:**

An administrator shall be excused from work for jury duty. While on jury duty, she/he shall receive her/his regular rate of pay with no loss of leave benefits. The administrator shall remit to the District any money received for jury duty.

**Family and Medical Leave Act:**

Nothing in this agreement shall limit the obligations of the District or the administrator under the provisions of the Family and Medical Leave Act.

**Sick Leave Pool:**

A sick leave pool shall be established to provide additional sick leave credits to Administrators, the Business Administrator, and all Management Confidential Employees. Each member, or person employed in the positions otherwise identified in the preceding sentence, at the time this contract is ratified and upon having previously made a contribution of at least (2) days to the sick leave pool will be deemed eligible, and shall have access to the benefits thereof according to the following guidelines:

1. A sick leave pool shall be established to provide additional sick leave credits to members with two or more years of service who have exhausted sick leave days because of extended disability or long-term catastrophic illness. The pool shall consist of voluntary contributions from members made prior to September 15 of each year, of up to three unused sick leave days per member. Contributions to the pool shall be made in writing and signed by the member. The Association shall notify the Superintendent on or before September 15 of each year the total number of days contributed to the pool, and shall deliver a signed authorization from each member contributing to the pool.
2. Each member who desires to join shall contribute one (1) sick leave day during September of their initial employment year to the sick leave pool.
3. A member who is eligible may be granted days from the sick leave pool. The member must have exhausted all of his/her sick leave accrued to date, personal leave, vacation leave, and holiday leave, and still be unable to work because of extended disability or long-term catastrophic illness. S/he must, on a form provided by the District including supporting documents to establish the appropriateness of each request, submit in writing a request to the President of the Berlin Administrators Association seeking use of sick pool days. The President of the BAA will consult with other members of the sick pool, and the Superintendent, prior to approving use of any sick pool days.
4. In no event, shall a member be granted more than (30) days per request. Upon exhausting such (30) days and subject to the limitations of this Section, a member may be granted additional days from the sick leave pool at the discretion of the President of the BAA, after consultation with other members of the pool and the Superintendent.
5. In the final year of employment, prior to retirement, if the member has withdrawn no days from the sick leave pool s/he will have the days contributed to the pool re-credited to his/her sick leave accumulation.

**Health Insurance:**

Each administrator shall contribute to health insurance premiums as follows:

15% for the 2012-2013 School Year, 15% for the 2013-2014 School Year, and 15% for the 2014-2015 School Year. When both spouses are employed by the District and eligible for health insurance coverage,

they shall have the option of one family plan, one two-person plan, or two individual plans. Premiums will be payable through the IRS Code 125 Plan. If an administrator does not enroll in the District health insurance plan, the District will provide a payment of \$2,000 for family or two-person plans, and \$1,000 for an individual plan. Evidence of alternate insurance must be provided to the District.

**Health Insurance for Retired Administrators:**

The District shall provide health insurance benefits to each unit member who retires from the District under a New York State Employee Retirement System, as follows:

The District shall pay 50% of the cost of individual coverage and 35% of dependent coverage during retirement. The surviving spouse of a deceased administrator may continue in the plan at his/her own expense. If a surviving spouse remarries he or she is eligible to continue at their own expense. However, the surviving spouse's new husband/wife is not eligible for coverage under the district health insurance plan. Upon retirement, the unit member may be compensated for unused sick time at \$100.00 per day to a maximum of 200 days, or may use blocks of ten (10) days of sick leave to earn an additional 2% towards the cost of health insurance up to a maximum of 90% of individual coverage.

**Cafeteria, 403(b) and 457 Plans:**

Each administrator may participate in available IRS Cafeteria Plans, 403(b) and 457 plans offered by the District.

**Expense and Mileage Reimbursement:**

Each administrator is authorized to incur and be reimbursed for reasonable expenses in the discharge of his/her duties, including but not limited to expenses for travel and lodging, professional association dues, and attendance at professional conferences. Administrators will be reimbursed for mileage in travelling to fulfill his/her supervisory duties. Alternatively, administrators will have available a District vehicle to use in fulfilling job responsibilities.

**Performance Evaluation:**

Administrators will meet with the Superintendent of Schools at the beginning of the year to establish goals for that year, and then will meet in the middle of the year to review those goals. By May 31<sup>st</sup> of each year, a written evaluation of each administrator will be completed by the Superintendent of Schools. The evaluation will be based upon mutually agreed upon goals, and for Building Principals will conform to the New York State performance evaluation regulations. An APPR process will be negotiated separately prior to September 1, 2012 that will conform to Education Law 3012 c.

**GRIEVANCE PROCEDURE**

It is the policy of the parties that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

**Definitions:**

Grievance shall mean any claimed violation, misinterpretation or inequitable application of the contract, law, or past practice or policies affecting working conditions only. An "aggrieved party" is an Administrator or group of Administrators who submit a grievance or on whose behalf a grievance is submitted, or the Association if the member requests. "Past Practice" is defined as any consistent, system-wide past practice.

**Submission of Grievances:**

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

An Administrator or group Administrators may submit grievances, which affect them personally and submit such grievances to the Superintendent. The Association may submit any grievance where the member requests. It shall be submitted directly to the Superintendent.

**Procedure:**

**Step 1:** An earnest effort shall be made to settle the complaint informally and personally between the administrator and the Superintendent of Schools and/or designated representative.

**Step 2:** If the complaint is not resolved informally, it shall be written up in detail by the administrator. The date the act or omission which gave rise to the complaint shall be shown, along with the specific term or provision of the agreement which is believed to have been violated and the remedy sought by the grievant. The written grievance shall be signed and dated and presented to the Superintendent of Schools and/or designated representative within five working days of the informal discussion held at Step 1. The Superintendent of Schools and/or designated representative will issue a decision in writing within ten (10) working days following submission of the written grievance.

**Step 3:** In the event the grievant is not satisfied with the statement of the Superintendent, the grievant may, within thirty (30) calendar days after receiving such statement, refer the grievance to the District Board of Education. All written records and material related to the grievance, including a written statement of the grievance, shall be forwarded to the District along with a written request for the District to consider the grievance. Within thirty (30) calendar days after receipt of the written statement of the grievance and related material, the District will meet at a confidential meeting to consider the grievance. Within fifteen (15) calendar days of this meeting or a mutually agreeable time, the District will issue a written statement to the aggrieved party stating its findings with respect to the grievance.



**Step 4:** In the event the aggrieved party is not satisfied with the District's disposition of the grievance, the grievance may within twenty-five (25) calendar days of receipt of statement of disposition be referred to arbitration. The arbitrator will be selected from lists provided by and in accordance with the rules promulgated by the Public Employment Relations Board of the State of New York.

The arbitrator's decision will be in writing and will set forth his/her findings and conclusions on the issue submitted. The arbitrator shall set forth his/her finding of fact, reasons and conclusions of law on only the issue submitted for determination. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement. The arbitrator's award shall not be contrary to or extend any provision of law: Regulations of the Commissioner of Education, or Rule of the Board of Regents, or any other rule or regulation having the force and effect of law. The award of an arbitrator shall be limited to the time period that this agreement is in effect. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The arbitrator's award, if within the scope of his/her authority as set forth above, shall be final and binding; except for any and all probationary administrator dismissals which shall not be subject to arbitration.

The fees and expenses of the arbitrator and the costs of the hearing room shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor for expenses of witnesses or participants called by the other.

### Salary

Each unit member shall receive an increase of \$1,500.00 for the 2012-2013 School Year, an increase of \$1,500.00 for the 2013-2014 School Year, and an increase of \$1,500.00 for the 2014-2015 School Year.

A longevity amount of \$500.00 will be added to each unit member's salary at the completion of five (5) years of service as an administrator, \$1,000.00 will be added to each unit member's salary at the completion of ten (10) years of service as an administrator and \$1,500.00 will be added to each unit member's salary at the completion of fifteen (15) years of service as an administrator. These amounts will be continuous, but not retroactive at the start of this contract.

An amount of \$1000 will be added to each unit member's salary for an earned doctorate. This amount will be continuous, but it will not be added to the base salary in computing future increases.

A stipend will be paid to the Administrator who supervises summer student activities. The amount of the stipend will be negotiated by the President of the Berlin Administrators Association and/or designated representative and the Superintendent when such service(s) are needed.

**Duration of Agreement**

This negotiated agreement shall be in effect from July 1, 2012 and shall continue in effect until June 30, 2015.

**BERLIN ADMINISTRATORS ASSOCIATION**

By: 

Date: June 26, 2012

By: Catherine A. Allman

Date: June 26, 2012

**BERLIN CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION**

By: Stephan Young

Date: June 26, 2012