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AGREEMENT

BETWEEN THE

SPACKENKILL ADMINISTRATORS' ASSOCIATION

AND THE

SPACKENKILL UNION FREE SCHOOL DISTRICT

July 1, 2013 through June 30, 2016

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Article I **Recognition**

Section 1.

The Board recognizes the Spackenkill Administrators' Association (hereinafter referred to as either the "SAA" or the "Association") as the sole and exclusive bargaining unit for and on behalf of the following position titles within the Spackenkill Union Free School District (hereinafter referred to as the "District"): Principal; Assistant Principal; Director of Athletics, Health and Physical Education, and Dean of Students.

Section 2.

SAA agrees and affirms that it does not have and will not assert the right to strike against the Spackenkill Union Free School District, to assist or participate in a strike, or to impose an obligation to conduct, assist or participate in such a strike.

Article II **Definitions**

Section 1.

The term "twelve month" administrator shall mean that administrator who regularly works twelve months per year; five days per week.

Section 2.

The term "eleven month" administrator shall mean that administrator who regularly works eleven months per year; five days per week. The work year schedule shall be mutually agreed upon by the A.P. and the Principal of the Building to which the A.P. is assigned. In addition to the eleven month administrator's regular job responsibilities, he/she will be responsible for overseeing the District's Summer School Program, which includes the opening and closing of the Program. Should there be a period where the 11 month administrator is scheduled off during the District's Summer School Program, then the Administrator who assumes the responsibilities of overseeing the District's Summer School Program shall be compensated at a rate of \$700.00 per week for assuming these additional responsibilities.

Section 3.

School vacation periods shall mean Holiday Break, Mid-Winter and Spring vacations.

Article III

Vacation Leave

Section 1.

All 12 month full-time administrators shall be entitled to twenty-five (25) vacation units accumulated to a maximum of eighty (80). The eleven month administrator shall receive his/her annual allotment of vacation units on a pro-rated basis. If the maximum accumulation of eighty (80) vacation units has been reached, an administrator may receive the value of up to ten (10) units yearly over the maximum accumulation as an employer non-elective 403(b) contribution. Before eighty (80) units have been accrued, an administrator may, on an annual basis, receive the value of up to five (5) days, as an employer non-elective 403(b) contribution regardless of the number of days used.

Effective for the period of July 1, 2013 through June 30, 2016, if the maximum accumulation of eighty (80) units has been reached, an administrator may receive the value of up to twelve (12) units yearly over the maximum accumulation as an employer non-elective 403(b) contribution. Effective for the period of July 1, 2013 through June 30, 2016, before eighty (80) units have been accrued, an administrator may, on an annual basis, receive the value of up to seven (7) days, as an employer non-elective 403(b) contribution regardless of the number of days used.

Section 2.

Normally, each vacation day taken uses one vacation unit. However, twelve month administrator may use vacation units during school-year vacations and will be charged for one-half (.5) unit per day of vacation up to five (5) vacation units during these periods. Beyond five (5) vacation units will be charged at the normal rate of one (1) vacation unit used per day of vacation. Additionally, an administrator may use vacation units on the following days off: Friday before Memorial Day; Wednesday before Thanksgiving; and Friday before Presidents' Day, provided school is not in session, and will be charged one-half (.5) vacation unit per day of vacation used on each day. This provision shall not apply to an eleven month administrator.

Section 3.

At any time after reaching age 52 and ten (10) years of service in the district, an administrator may convert all or part of his accumulated vacation units to an employer non-elective 403(b) contribution at the rate of .05 X current monthly salary per vacation unit converted. The career limit on such conversion is eighty (80) vacation units.

Section 4.

A maximum of up to eighty (80) accumulated vacation units may be converted to an employer non-elective 403(b) contribution upon an administrator’s resignation or retirement unless converted previously under Section 3.

Section 5.

In regards to the employer non-elective contribution into a 403(b) account set forth in Sections 1, 3 and 4, the parties will execute a specific Memorandum of Agreement regarding the non-elective 403(b) plan.

Article IV
Health Benefits and Insurance

Section 1.

Health insurance benefits will be made available to all administrators in the DEHIC Alternate PPO Plan or other equivalent program approved by the Board of Education. The following states the premium contribution rate from the district:

| <u>Contract Year</u> | <u>Premium Contribution Rate</u> |
|----------------------|----------------------------------|
| Effective 7/1/13 | 88% (No Change) |
| Effective 6/30/15 | 87% |

Employees who are otherwise insured may voluntarily opt out of the District health Insurance Program. Employees opting out will receive payment of \$2,500, provided at least two (2) members voluntarily opt out. In the event only one (1) unit member voluntarily opts out, the payment shall be \$1,450. Payment will be made in semiannual installments of fifty percent (50%) in January and June each year.

Section 2.

Twelve month administrators shall be entitled to eighteen (18) sick days leave per year, accumulative to two hundred forty (240) days. The eleven month administrator shall receive his/her annual allotment of sick days on a pro-rated basis. Upon retirement, any accumulated sick leave days up to a maximum of ten (10) sick days at the rate of .05 x current monthly salary will be included in the non-elective 403(b) in lieu of cash payment.

Section 3.

Dental insurance benefits will be provided at a cost not to exceed \$900.00 per administrator per year.

Section 4.

Term Life Insurance will be provided in the amount of \$100,000 per administrator, with additional coverage included for spouses (\$5,000) and children (\$2,500 per child).

Section 5.

Domestic Partners shall be covered under the Family Plan with the following understandings:

- A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partner relationship for a period of not less than one year. The unit member's domestic partner may not have a spouse covered under his or her enrollment and still be eligible to cover a domestic partner.
- In order to establish that a domestic partnership exists for purposes of obtaining coverage, the domestic partners must execute a Domestic Partner Affidavit in accordance with the guidelines developed by the New York State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.

Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least one year prior to the date of application for enrollment in any sponsored plan. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage.

- Registration for Domestic Partner coverage shall be done annually. Termination of the relationship shall be reported to the District within thirty (30) days. A two (2) year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership document, until a new domestic partner can be deemed eligible for coverage.
- A unit member applying for Domestic Partner coverage shall be responsible for all federal and state income tax payments.

Section 6.

Secondary automobile insurance coverage is provided for an administrator's vehicle when in use for official district business.

Section 7.

The district will provide a disability insurance plan providing 60% of monthly salary to a maximum of \$5,000 per month on salaries up to \$100,000 after a ninety (90) day waiting period.

Section 8.

The district will provide a vision insurance plan for individual and family coverage.

Section 9.

Upon retirement, any administrator who has ten (10) years of service to the district will be entitled during his/her lifetime to the payment by this district of seventy-five (75%) percent of individual coverage and fifty (50%) percent of family coverage of the DEHIC Insurance program or other equivalent program approved by the Board of Education.

Section 10.

Upon retirement, any administrator who has ten (10) years of service to the district will be entitled during his/her lifetime to the payment by this district of life insurance benefits as per this administrative agreement and subject to life insurance regulations.

Article V
Other Benefits

Section 1.

Administrators may elect to contribute to tax shelter annuities of their choice available to the school district. Additionally, the District and the Administrators agree that the district will establish a non-elective 403(b) and a 457 plan for sick leave termination pay at retirement pursuant to this contract.

Section 2.

The Superintendent may grant reasonable leave time to any administrator for such purposes as illness in the immediate family, bereavement, attendance at professional meetings, and specific personal business which

cannot be done outside the school day. Such requests shall be made as far in advance as is reasonably possible with reasons stated.

Section 3.

The District will reimburse unit members for graduate course work in a doctoral program in the field of education which are taken after being tenured as an administrator in the District, provided such graduate work has been pre-approved by the Superintendent. The reimbursement shall be at the in-state rate per graduate credit for the Doctoral Program – School of Education at SUNY Albany.

Section 4.

A lump sum of \$1,000 (non-salary) will be provided to each administrator for discretionary expenditures on an annual basis. Permissible discretionary expenditures are those expenditures that, in the view of the administrator, are required to fulfill the duties and responsibilities of that administrator's office. These include but are not limited to: travel and meals associated with attendance at meetings, and approved conferences or training programs; a second trip to and from home when more than one trip is necessary in a day such as may be the case when an administrator chooses to return home for dinner and back to school for an evening meeting; the purchase of meals, including tax and tip, when the administrator's work day extends past meal times such as when an administrator chooses to remain at work through the dinner hour to attend or participate in an evening meeting or event; and refreshments for meetings or event participants. All meals and travel reimbursement amounts shall be governed by Board Policy.

Section 5.

Bargaining unit members may be granted awards of up to \$2,000 in accordance with the process set forth below.

A Recognition Committee comprised of two individuals appointed by the Union and two individuals appointed by the District, shall be established to evaluate such projects and make recommendations to the Superintendent as to whether or not a unit member should be considered for Recognition pay. The Recognition Committee will evaluate each proposal as well as each end of project reflection.

To be considered for recognition pay, an administrator must submit a proposal to complete a special project, beyond the scope of his/her regular responsibilities.

Administrators should first send a two-sentence description of the project they are thinking of undertaking to the Superintendent by August 15th. Once

that is approved, the more detailed proposal must be submitted by October 15th.

The proposal should be written as a narrative and address the following areas:

- Description of the project and process for accomplishing it;
- If the project is a shared one, the role and actions of each administrator must be clearly identified;
- How the project will benefit the school and/or District.

Once the project is completed, the administrator will submit a reflection on the process to include:

- The factors that supported the process;
- The factors that impeded the process;
- The next steps in the process;
- The benefit(s) realized by the process.

The Superintendent will meet with each administrator at checkpoints during the year. The checkpoints will be at the end of November, end of January, and the end of April.

The final report on the project will be due June 15th of each year and recognition awards approved by the Board at the reorganization meeting in July.

The Superintendent will make a determination based upon the input from the Committee and his/her own assessment of the individual's accomplishments and render a determination as to whether or not to grant a unit member Recognition Pay. The Superintendent's determination will be forwarded to the Board for approval at its reorganization meeting in July. The determination of the Board shall be final and binding, and not subject to review.

Performance based awards will be added to the base salary of unit members having more than fifteen (15) years of service in the District. Such awards will not be added to the base salary of unit members having less than fifteen (15) years of service in the District.

Salary and Other Benefits

Section 6.

Benefit Menus

The following is a list of benefits each administrator may choose among each year up to the \$4,650 base amount:

- Increase of medical reimbursement.
- Provide for health/wellness aids.
- Increase dental benefit beyond \$900.
- Tax shelter annuity contribution.
- Purchase of additional life insurance upon life of the administrator.
- Purchase long term care insurance.
- Provide for cell phone or internet use for business purposes.

The \$4,650 base amount shall be increased to \$4,950 effective July 1, 2013, and \$5,250 effective July 1, 2014.

Salary

Salary Changes for Administrators shall be increased as follows:

| <u>Year</u> | <u>Increase</u> |
|-------------|-----------------|
| 2013-2014 | 1.75% |
| 2014-2015 | 1.75% |
| 2015-2016 | 1.75% |

Section 7.

Stipends

- Doctoral Stipend – A stipend of \$2,000 will be paid on an annual basis to those administrators who successfully complete a doctoral program and are awarded the doctoral degree from an accredited institution.
- Tenure Recognition – Each administrator hired on or after July 1, 1994, is entitled to a payment of \$3,600 after the award of tenure.
- Longevity – Full-time administrators shall receive a longevity increase as follows:

| | 2013-2014 | 2014-2015 | 2015-2016 |
|-----------------------|------------------|------------------|------------------|
| After 4 years | \$2,400 | \$2,400 | \$2,850 |
| After 8 years | \$2,400 | \$2,400 | \$2,400 |
| After 12 years | \$2,400 | \$2,400 | \$2,400 |
| After 16 years | \$2,400 | \$2,400 | \$2,400 |

Longevity payments shall be continuous and cumulative.

Section 8.

Health Insurance Retirement Pool

When eligible according to an individual administrator's retirement tier and in accordance with state regulations and procedures, an administrator may apply 1/3 of accumulated sick time from the pool but not to exceed 75 days towards a personal pool to draw upon to supplement payment of premiums for their health insurance while in retirement equal to the pool's value to pay for his/her contribution toward health care in retirement.

To establish the pool, the administrator's association agrees to donate the 75 days from their accumulated sick leave. In the event that days remain in the pool at the expiration of this contract, remaining days may be carried forward, however, at no time can the pool minimum be less than the amount of days that could be converted by an individual or individuals throughout the term of an agreement.

Article VI
Grievance Procedure

Section 1.

Basic Principles

The intent of the following procedures is to provide for the orderly settlement of differences in a fair and equitable manner. It is the policy of the Board of Education and the Association to encourage that all grievances be resolved at their earliest possible stage. Efforts will be made to expedite all processes. Both parties recognize that the procedures must be available without any fear, reprisal, discrimination, or interference. Therefore, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 2.

Definitions

- A. "Grievance" is any alleged violation of this agreement or any dispute with respect to the meaning, application, or violation of the terms and conditions of employment as set out in this agreement.
- B. "Aggrieved Party" shall mean any administrator or any group of administrators in the Association.
- C. "Party of interest" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

Section 3.

Submission of Grievance

- A. Each grievance shall be submitted in writing on a form approved by the Board and the Association 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. Such form shall be submitted to the district no later than thirty (30) working days from the date that the alleged act occurred or from the date the administrator knew or should have known that the alleged act occurred.
- B. All factual information concerning the grievance shall be presented at the initial stage of the grievance. Review of the grievance at all subsequent steps in the procedure shall be limited to the facts presented in the written statement of the grievance and at the first hearing held on the grievance.
- C. An administrator or group of administrators may submit grievances which affect them personally. The administrator may submit any grievance which affects any administrator of the administrative unit.
- D. A grievance shall be presented to the Superintendent of Schools.

Section 4.

Procedure

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the Superintendent of Schools. If the grievance is not resolved informally, it will be reduced to writing as

required by section 3.A hereof and submitted to the Superintendent of Schools.

- B. The Superintendent of Schools shall respond in writing within five (5) working days to each written grievance received. If an aggrieved party is not satisfied with the response of the Superintendent of Schools or if no response is received within five (5) working days after submission of a grievance, such aggrieved party may submit a copy of the grievance to the Board of Education.
- C. In the event the aggrieved party is not satisfied with the decision of the Superintendent of Schools, the grievance will be submitted in writing to the Board of Education. If the aggrieved party desires a hearing, a request for such hearing shall be submitted to the Board at the time the grievance is submitted to the Board, in which case, the Board may, in its discretion, grant the request to hold a hearing. Such hearing, if granted, will be held within ten (10) working days after receipt of the grievance and request for hearing, at a time and place mutually agreeable to the parties. Within fifteen (15) working days after a grievance is fully submitted, the Board shall render a decision in writing to the aggrieved party.
- D. The decision of the Board of Education shall be final and binding.

Article VII **Mandatory Legislative Clause**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article VIII **Savings Clause**

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is or shall be at any time contrary to law, Federal or State, or shall be found to be invalid by a decision of a court of competent jurisdiction, then such provision, or application, shall be no

longer in force and effect except to the extent provided by law, but the remainder of this Agreement shall continue in full force and effect.

Article IX
Duration

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2013.

President, S.A.A.

President, Board Of Education

Dr. Lois Powell
Superintendent of Schools