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AD/10935

**AGREEMENT BETWEEN THE
STARPOINT CENTRAL SCHOOL DISTRICT
AND THE
STARPOINT ADMINISTRATORS ASSOCIATION**

JULY 1, 2018 THROUGH JUNE 30, 2023

7/1/18 - 6/30/23

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ARTICLE 1

PREAMBLE

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

ARTICLE 2

RECOGNITION

- 2.1 **Positions Included** - The Board hereby recognizes SAA as the exclusive agent for all administrative and pupil personnel employees in the Starpoint Central School district. The professional positions incorporated in such recognition include but are not limited to the following:
- Elementary School Principals
 - Middle School Principal
 - Secondary School Principal
 - Assistant Principals
 - Assistant Principal/CIO
 - Director of Special Programs
 - Assistant Director of Special Programs
 - Director of Health, Physical Education & Athletics
- 2.2 **Positions Created or Altered** – Any and all newly created or substantially altered existing pupil personnel or administrative positions shall be automatically included in this recognition and shall be represented by SAA for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such position so long as such inclusion is consistent with the provisions of the Taylor Law. Effective July 1, 2014, the conditions of this article are not applicable to any new Central Office positions such as Superintendent of Schools; any Assistant, Deputy or Associate Superintendent position; Business Administrator or School Business Executive; Director of School Facilities and Operations; Transportation/Central Services Coordinator.
- 2.3 **Director of Special Programs and other Directors** – For purposes of work schedule and benefits eligibility, this position shall be treated as a principal's position.

ARTICLE 3

FRINGE BENEFITS

- 3.1 **Changes in Benefits** – Except as provided in this Agreement, all conditions of employment and general working conditions shall remain the same as existed at the commencement of this Agreement. The Board shall not diminish or impair any conditions
-

of employment or working conditions during the term of this Agreement without prior negotiations with and agreement of SAA.

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

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

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

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

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

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

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

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

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

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

3.8 **Workers' Compensation** – If a Unit member is injured in the course of his/her employment, he/she must fill out, as soon as possible, a report form at the Personnel Office. If the member is injured and entitled to receive Workers' Compensation, the district will allow the employee to use his/her sick days. Any compensation insurance money due will be forwarded to the district. Upon receipt of monies, the district will credit sick time back to the employee based on a daily rate reimbursement formula as follows: Total \$ from Workers' Comp ÷ Employee Daily Rate = Sick Day Credit (rounded to nearest half day). In addition, payment of doctor and hospital bills will be paid in accordance with Worker Compensation regulations.

3.9 **Unpaid Leave** – An administrator will be granted a one-year leave of absence without pay upon the approval of the Superintendent. The following conditions shall apply:

- There shall be only one administrator, in any given year, on an unpaid leave of absence.
- The unpaid leave cannot be extended beyond the one-year period.
- Each administrator is limited to one unpaid leave per lifetime.

ARTICLE 4

HEALTH, DENTAL AND VISION CARE

4.1 Health Insurance

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

- **NOVA/ONB CONSORTIUM**, or
- **NOVA PPO**

NOVA/ONB CONSORTIUM

a) Coverage shall consist of the same coverage offered by the former Orleans-Niagara BOCES Consortium (Plan H) that were in effect when the Starpoint Central School District belonged to said consortium. (See 1990-93 contract between the STA and Starpoint District). Said coverage is guaranteed by NOVA President, Larry Thompson, in the letter to the STA dated 1/21/98.

b) The following Orleans Niagara BOCES/Consortium riders will be included:

- i) Hospice
- ii) Managed Benefits
- iii) #8- Dependents to the age 23
- iv) #18- Well Baby Care
- v) #35- Outpatient Psychiatric

- c) Said coverage, henceforth known as **NOVA/ONB CONSORTIUM**, shall be self-funded by the District using **NOVA Healthcare Administrators** as their Third Party Administrator and have the following changes:
- i) There will be a deductible of \$200 single and \$300 family
 - ii) Prescription drug rider: Independent Health Formulary with a three tier plan and co-pays of \$0/\$10/\$20 and \$0 co-pay for prescribed over-the counter drugs (labeled OTC).
- d) The District will submit to the SAA President by October 1 of each year an audit of the self-funded NOVA/ONB Consortium plan solely for the purpose of verifying the fund's viability.

OR-

The NOVA "Preferred Provider Organization" Plan, henceforth called **NOVA PPO**.

- B) **Funding** – All health insurance plans shall be funded by the district. Effective July 1, 2016, each SAA member shall contribute \$1,400 per fiscal year toward the cost of their medical insurance. Any SAA member hired after July 1, 2016 shall contribute \$1,600 per fiscal year toward the cost of their medical insurance. Such amount shall not be charged against the district's contribution into the Health Reimbursement Account, Section 4.1(I). However, SAA members may elect to use the Flexible Benefits Program, Section 4.1(H), to pay their contribution. Unit members shall pay a prorated share of this dollar amount if hired during the fiscal year.
- C) **Duplicate Health Insurance**
- a) This Agreement prohibits any enrollments if an employee or the employee's spouse or dependents are covered by any one of the following three areas:
 - Any of the following three HMO's (Community Blue, Independent Health or Health Care Plan) which covers the employee, the employee's spouse or the employee's dependents. **NOTE:** If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the district's plan. All other situations not covered by this language shall be considered on a case-by-case basis.
 - Where a husband and wife are both employed by this district, only one health plan for the family will be provided by this district.
 - Where the employee or the employee's spouse elects health coverage with another employer which provides equal or better benefits as compared to the district's plan.
 - b) **Waiver Amounts** – Employees eligible for a health insurance plan which is funded by the district and not receiving health insurance for one full fiscal year shall receive an annual gross amount of:
 - i) \$2,100 for waiver of the family plan

-OR-

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

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

- D) **Right of Re-entry to district Health Program** – Every employee barred from enrollment in the district’s group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or re-enter the district’s plan if the disqualifying circumstances noted above are removed and the employee gives the district written notice of same. The exact date of coverage shall follow the date of written notice to the district and will be determined by the carrier. The district reserves the right to verify such notice. Re-entry shall be subject to the rules and regulations of the carrier.
- E) **Health Insurance for Retired Employees** – Retired employees shall be eligible to continue group health insurance after the date of retirement. The cost of group health insurance shall be borne by the former SAA member or as noted in Article 12, Section 1, when the retiree chooses the paid health insurance option (B). This benefit automatically terminates when the retiree reaches his Medicare eligibility date, dies, or upon the expiration of the funds from Sick Leave Conversion, Article 12, Section 1, whichever comes last.
 - a) **Exception for current High School Principal:** - If the current high school principal retires from the Starpoint Central School District and the New York State Teachers’ Retirement System, he shall receive five full years of paid medical insurance coverage, minus the employee contribution. The employee contribution for health insurance coverage shall be fixed at the time that the employee retires. This benefit is being offered to the current high school principal only if he remains in the position of high school principal at Starpoint Central School District. This benefit will not be offered to him if he leaves the district or changes administrative positions, by his own choice, within the Starpoint Central School District. The employee contribution for health insurance coverage for the high school principal shall be fixed at the time that he retires from the district. Upon retirement, medical coverage shall be the same type of coverage (family or single) as the high school principal had when he was actively employed. Medical insurance coverage shall include medical, dental, and vision. This five years of medical coverage shall be used in the first five years after the high school principal retires. Following these first five years, the high school principal shall be eligible to participate in the district’s health insurance plan at his own expense, or by using the Sick Leave Conversion, Article 12, Section 1. The high school principal eligible for this benefit must have ten years of administrative experience with the Starpoint Central School District. This benefit automatically terminates when the retiree reaches his Medicare eligibility date, dies, or upon the expiration of these five years and funds from Sick Leave Conversion, Article 12, Section 1, whichever comes last.
 - b) **Exception for other Administrators:** - Current administrators covered under this contract as of June 26, 2016, and with the exception of those that already have this

benefit, will be provided five years of medical insurance upon retirement from the NYS retirement system if, they retire from their positions prior to 56 ½ years of age or prior to 34 ½ years in the New York State Teachers' Retirement System (NYSTRS). The employee contribution for health insurance coverage shall be fixed at the time that he/she retires from the district. Upon retirement, medical coverage shall be the same type of coverage (family or single) as the employee had when he/she was actively employed. Medical insurance coverage shall include medical, dental, and vision. This five years of medical coverage shall be used in the first five years after the employee retires. Following these first five years, employees shall be eligible to participate in the district's health insurance plan at his/her own expense, or by using the Sick Leave Conversion, Article 12, Section 1 (B). This benefit automatically terminates when the retiree reaches his/her Medicare eligibility date, dies, or upon the expiration of these five years and funds from Sick Leave Conversion, Article 12, Section 1 (B), whichever comes last. This provision does not sunset with the expiration of this agreement.

- F) **Medical Reimbursement Account** – (Applicable to **NOVA/ONB CONSORTIUM** only). The District shall contribute up to \$1000 per fiscal year for family coverage or up to \$500 for single coverage toward a medical reimbursement account administered by a third party administrator selected by the District. This medical reimbursement account shall follow all strict IRS guidelines, and shall be used exclusively for the reimbursement of co-insurance payments associated with the major medical provision of the **NOVA/ONB CONSORTIUM** as noted below:

Coinsurance: The plan pays 80%
The employee pays 20%

The maximum that an individual is required to pay out of pocket is \$500 (reimbursed by the District) and the maximum that a family will be required to pay out of pocket is \$1,000 (reimbursed by the District) for the following:

1. Office Visits
2. Outpatient therapies
3. Durable medical equipment
4. Private duty nursing
5. Prosthetic/Orthotics
6. *Home health care
7. *Ambulance service
8. Medical supplies
9. Office consultations

*After basic benefit is exhausted

- G) **Flexible Benefits Program** – Unit members shall be afforded the same rights and privileges that are agreed upon between the district and the Starpoint Teachers Association with respect to a flexible benefits plan (section 125 plan).

All Unit members shall be entitled to participate in the flexible benefits program, at their own expense, for any additional funds the employee wants to contribute into an FSA, as noted above.

4.2 **Health Reimbursement Account**

- a) The district shall pay \$2,000 annually into a Health Reimbursement Account (HRA) or Section 105 H Plan for all SAA members.
- b) The district shall, at its expense, provide an HRA through Priselac and Associates in which Health Reimbursement Account monies for eligible personnel shall be placed. It is understood and agreed that in all other respects, applicable law and the provisions of the contract shall apply.

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

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

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

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

ARTICLE 5

SAA RIGHTS AND PRIVILEGES

5.1 **Use of School Facilities** – The SAA shall be allowed the use of school facilities at reasonable times for the purpose of conducting meetings or business. If such use results in additional cost to the district, such additional cost shall be paid by SAA. In the event that special school facilities are utilized for such meetings, notification and approval of the Superintendent is necessary.

5.2 **Deduction of Professional Dues** – The district will provide payroll deduction from employee salaries for payment of dues to professional organizations as mutually agreed upon.

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

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

5.3 **Negotiations Procedure**

- A) On or after February 1 of the year in which this Agreement is set to expire, either party may, in writing, notify the other of its intent to enter into negotiations for the purpose of arriving at a successor Agreement. A mutually acceptable meeting date shall be scheduled as soon as practical and may begin sooner than February 1 if both parties agree.
- B) Upon request of the SAA Board of Directors, the Superintendent or his designee agrees to meet with one or more of the SAA members to discuss any matters pertaining to district policy, operation, or problems. The interested parties shall agree to meet within fifteen (15) days of written receipt of such request.

5.4 **Discussion Meetings** – In the interest of keeping lines of communication open, a discussion meeting between the SAA and the Board of Education may be scheduled by mutual consent to discuss items of common interest. Sufficient notice should be given to both parties in order to facilitate a convenient meeting time.

5.5 **Creation of New Positions** – If, during the term of this Agreement, the Board creates a new position commensurate with the membership of the SAA, the salary, fringe and other benefits of the person to fill such a position shall be governed by this Agreement. The conditions of this Article are not applicable to Central Office positions such as Superintendent of Schools; any Assistant, Deputy, or Associate Superintendent(s) position; Business Administrator or School Business Executive; Director of School Facilities and Operations; Transportation/Central Services Coordinator.

5.6 **Save-Harmless** – The district shall be save-harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any actions taken or not being taken in respect to deduction of monies pursuant to paragraph 5.2 of this Article.

ARTICLE 6

WORK SCHEDULE, HOLIDAYS, AND VACATION SCHEDULE

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

6.2 **Work Schedule** - All SAA employees shall work between July 1 and the following June 30. Each employee shall receive twenty (20) paid vacation days which shall normally be taken during July and August. Vacations may be arranged at other times with the mutual agreement of the Administrator and the Superintendent. At the end of each school year administrators shall be paid for up to five (5) unused vacation days at their daily rate of pay. This daily rate shall be calculated at 1/200th of their annual base pay. Payment will be made in the second payroll in July of the following school year. Up to ten (10) days of the administrator's vacation time can be carried over from one year to the next. Of these carried days, any days over five must be used by July 31 of that year. If administrators wish to carry vacation days over from one year to another, they need to make a formal written request indicating the number of days and when the days will be used in the subsequent school year. This request shall be approved by the Superintendent of Schools.

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

6.4 **Holidays** – SAA members will receive the following holidays:

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

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

ARTICLE 7

GRIEVANCE PROCEDURE AND NO STRIKE PLEDGE

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

7.2 **Methods and Stages of Grievance Registration**

- A) **Stage One** – It is recognized that nothing contained in this article shall be constituted as limiting the right of any SAA member having a grievance to discuss the matter informally with the appropriate party and the grievance adjusted.
- B) **Stage Two** – If Stage One does not resolve the problem, then the SAA member will make a written representation to his/her immediate supervisor for discussion and formal resolution. Initial registration must be filed within ten (10) workdays from the time grievance occurred or arose and of which the SAA member had knowledge. Resolution time limit will be within five (5) workdays from date of registration.
- C) **Stage Three** – Failure of satisfactory resolution in Stage Two permits the aggrieved SAA member to submit to the Superintendent within seven (7) workdays written statements relating to the grievance matter for the purpose of resolution.

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

- D) **Stage Four** – Should resolution of grievance fail in Stage Three, the aggrieved SAA member has the right to representation before the Board for purpose of appeal. This written appeal must be initiated within five (5) workdays of completion of Stage Three. The Board shall hold a private hearing at which the aggrieved member will present his/her case and review all written statements and minutes of the previous

stage. (Note: Stage Four may be waived by mutual agreement of the parties concerned.)

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

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

7.3 **Grievance Appeal Chart**

Position	Immediate Supervisor	Stage to Begin Grievance
Principals & Directors	Superintendent	One than Three
Asst. Principals	Principal	One
Asst. Directors	Director	One

7.4 **SAA No Strike Pledge**

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

ARTICLE 8

PROFESSIONAL DEVELOPMENT

- 8.1 **Attendance at Meetings** – The Board shall provide an amount not to exceed \$1,000 in a specific Central Office budget line per SAA member in each fiscal year of this Agreement for the purpose of enabling members to attend professional meetings, conferences, and workshops to improve and broaden the professional competencies of the members. The time spent in attendance at such conferences will be treated as part of the normal performance of duties during the work year. Approval for such conferences will be the responsibility of the building principal and/or Superintendent.
- 8.2 **Staff Development** - The Board and the SAA recognize the importance of staff development. To this end, a staff development program shall be planned jointly by the members of the SAA and the Superintendent of Schools or his designee. Staff development activities/programs shall receive the prior approval of the Superintendent or his designee and be outside the regular workday. When staff development is approved for SAA members, the member will receive payment under one of the following options: (1) Compensatory time (to be taken within three months from the date earned) for approved

staff development hours, (2) Payment at an hourly rate commensurate with what the district pays the instructional staff for approved staff development activities/programs.

- 8.3 **Determination of Funds** – The determination of funds to be provided for such purposes shall be made upon recommendation of the building principal and the Superintendent, and the approval of the Board.
- 8.4 **Mileage Expenses** – Mileage expenses of SAA members will be paid at the current rate established by the Board of Education.
- 8.5 **Professional Development Stipend** – SAA members will be provided a stipend of \$2,500 per year for the completion of a professional development project that is linked to a Comprehensive District Education Plan (CDEP) goal or School Improvement Goal.

ARTICLE 9

REQUESTS AND/OR REMARKS

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

ARTICLE 10

BUILDING AUTONOMY

- 10.1 **Right to Administer** – The principal shall have the right to administer his/her individual school as prescribed by any Areas of Professional Responsibility contained in Board of Education Policy.
- 10.2 **Areas of Responsibility** – All decisions affecting the items outlined in the Areas of Responsibility for Principals may include the recommendations of the building principal and the Superintendent.

ARTICLE 11

SALARIES AND SALARY RELATED ITEMS

- 11.1 **Unit Salaries** - See Appendix I for Administrative Salaries

Administrative salaries shall not exceed 44% above the highest step of the STA teacher's salary schedule, with the exception of the high school principal's position, which shall not exceed 45% above the highest step of the STA teacher's salary schedule.

- 11.2 **Hiring Salaries** – New administrators will be hired based on competitive data of administrative salaries from Erie and Niagara Counties.

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

- 11.4 **Placement on Salary Schedule**

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

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

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

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

- 11.7 **Save-Harmless** – The district shall be save-harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any actions taken or not being taken in respect to deduction of monies pursuant to paragraph 11.6 of this Article.
- 11.8 **Performance Bonus** - Effective July 1, 2016, administrators will be provided an incentive bonus of \$1,500 for being rated in the Top 10 by Business First Magazine. This bonus will be extended to \$2,500, if the District is rated in the top 5 by Business First. This bonus will be paid within one month of the publication of the rankings. If the current Business First Publication School Ranking ever ceases to exist, the District and the SAA will mutually agree on another valid ranking system that compares the academic performance of the school districts in the following eight (8) counties: Niagara, Orleans, Genesee, Wyoming, Erie, Allegany, Cattaraugus, and Chautauqua.

ARTICLE 12

SICK LEAVE CONVERSION

- 12.1 **Options** – Any Unit member who retires from the Starpoint Central School District may convert unused sick days using one of the following two options:

- (A) receive a lump sum payment deposited into a tax shelter annuity, based on the formula in Section 12.4 below, or
- (B) receive no payment but designate the sum determined by the formula in Section 12.4 below to cover the district medical insurance plan premiums until the money is expended.

If, during the life of this agreement, SAA members eligible for five years of paid health insurance (See Article 4.1-E) choose to retire, they are eligible to use Option B (see above) in the first year following the expiration of the benefit in Article 4.1, Section E.

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

- 12.2 **Conditions Precedent** – To receive this benefit, the Unit member must have a minimum of seven (7) years of administrative service from the Starpoint Central School District. This service must be as a full-time, regular employee. To attain this benefit, individuals must be eligible to retire under the New York State Teachers' Retirement System (NYSTRS) guidelines or eligible to retire under a Disability Retirement per the New York State Retirement System.
- 12.3 **Notice of Intent to Superintendent** – The member shall notify the Superintendent of Schools, in writing, of his/her intention to retire and the option chosen no later than April 1 of the final year of work. The benefit shall take effect immediately upon retirement.

12.4 **Calculation of Benefit** – The district will pay the benefit based on the following formula:

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

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

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

ARTICLE 13

DURATION

13.1 **Term of Agreement** – The term of the agreement shall be from July 1, 2017 through June 30, 2023

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 21st day of June 2016.

FOR THE DISTRICT



Sean M. Croft, Ed.D.
Superintendent of Schools

FOR THE SAA



Brian Farrell
President of the SAA

7/25/2019

Date Signed

5/28/19

Date Signed



APPENDIX I

ADMINISTRATIVE SALARIES

Position (Initials)	Y1	Y2	Y3	Y4	Y5	Y6
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
HS Principal (GL)	\$141,608	\$143,024	\$144,455	\$145,899	\$147,358	\$148,832
HS Asst. Principal (JD)	\$105,971	\$108,885	\$111,880	\$114,956	\$118,118	\$121,366
HS Asst. Principal (MM)	\$91,765	\$94,289	\$96,881	\$99,546	\$102,283	\$105,096
MS Principal (JB)	\$120,785	\$124,107	\$127,520	\$131,026	\$134,630	\$138,332
MS Asst. Principal (DA)		\$82,000	\$84,255	\$86,572	\$88,953	\$91,399
RIS Principal (MD)	\$96,585	\$99,241	\$101,970	\$104,774	\$107,656	\$110,616
FP Principal (DT)		\$98,500	\$101,209	\$103,992	\$106,852	\$109,790
Chief Inf. Officer (RW)	\$118,361	\$121,616	\$124,960	\$128,397	\$131,928	\$135,556
Dir. of Sp. Programs (BF)	\$134,848	\$138,556	\$142,367	\$146,223	\$148,542	\$147,895

Salary subject to Cap @ 45%

Salary subject to Cap @ 44%

Additions/Changes Effective 7/1/19

Position (Initials)	Y1	Y2	Y3	Y4	Y5	Y6
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
MS Principal (CG)			\$101,100	\$103,880	\$106,737	\$109,672
MS Asst. Principal (KP)			\$89,000	\$91,448	\$93,963	\$96,547
RIS Asst. Principal (JC)			\$82,000	\$84,255	\$86,572	\$88,953
Dir. of Health, PE & Ath.(VD)			\$118,000	\$121,245	\$124,579	\$128,005