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AGREEMENT
BETWEEN
THE
SUPERINTENDENT
OF THE
NEWARK CENTRAL SCHOOL DISTRICT
AND THE
NEWARK ADMINISTRATORS ASSOCIATION

July 1, 2014 through June 30, 2016

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AGREEMENT

This Agreement is effective as of the 1st day of July 2014, by and between the Superintendent of Schools of the Newark Central School District of the Village of Newark, New York, hereinafter referred to as the "Superintendent" or "District", and the Newark Administrators Association, hereinafter called the "Association."

ARTICLE 1 - RECOGNITION

Section 1:

The Superintendent recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employee's Fair Employment Act, for all Principals, Director of Pupil Services and Assistant Principals. Such recognition shall extend for the longest period permitted by the Taylor Law. The term "administrator" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

Section 2:

Payroll Deduction of Dues – The Superintendent agrees to deduct from each administrator's salary, dues for the Newark Administrators Association, as said administrator individually and voluntarily authorizes the Superintendent to deduct, and to transmit the monies promptly to the Treasurer of the Newark Administrators Association. A sample of the text of the dues deduction form is set forth in Appendix A.

Section 3:

The Association will certify to the Superintendent or his designee in writing the current rate of the membership dues of the Association named in Section 2 above. The Association will give the Superintendent thirty (30) days written notice prior to the effective date of any such changes.

Section 4:

The Superintendent will not be required to honor for payroll deduction any Authorizations that are delivered to him later than (10) days prior to the distribution of the payroll from which the deductions are to be made.

Section 5:

The District agrees to deduct from the paychecks of participating credit unit members monies payable to the financial institution of their choice.

Section 6:

The District agrees to transmit the net payroll from any administrator wishing to deposit his or her entire paycheck in the financial institution of their choice. This option will be available to administrators up to the third week in September to begin with the second paycheck of the year, or the first week of January to begin with the second paycheck in January.

Section 7:Section 7:

Nothing contained herein shall be construed to deny or restrict to any administrator rights under the Code, Rules and Regulation of the State of New York. The rights granted the administrator hereunder shall be deemed to be in addition to those provided under the law.

ARTICLE 2 - ASSOCIATION, BOARD AND ADMINISTRATIVE RIGHTS

Section 1:

It is agreed that the Superintendent will not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act and that he will not discriminate against any administrator by reason of his membership in the Association or collective professional negotiations with the Superintendent or his institution of any grievance, complaint or proceeding under this Agreement.

Section 2:

The Association agrees that it will not directly or indirectly coerce or intimidate any administrator to join the Association. It is further recognized that administrators shall have the right to join or not join the Association or any other organization for their professional improvement or advancement, and that membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee covered by the Agreement.

Section 3:

The Association and its members shall have the privilege of using building facilities and equipment to the extent that such use does not interfere with the educational program and results in no cost to the District. Prior arrangement shall be made with the Superintendent. Supplies used in connection with equipment will be furnished or paid for by the Association.

Section 4:

There is exclusively reserved to the Superintendent and the School District, through its Board of Education, all the responsibilities, powers, rights, and authority vested in them by the laws and constitution of the State of New York and the United States or which have heretofore been properly exercised by them. Retained and reserved is the right, among others, to establish and enforce rules and personnel policies relating to the duties and responsibilities of administrators and their working conditions, which are not inconsistent with the provisions of this Agreement, or violative of law. It is further recognized that the Board and Superintendent, in meeting such responsibility and exercising their rights and powers, act through the administrative staff.

Section 5:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 3 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete understanding between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and given to all administrators now employed and hereafter employed by the Board as soon as possible after its execution, or employment if that occurs later.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1: Declaration of Policy

- A. A "grievance" is any claim of violation of the terms of this Agreement.
- B. An "administrator" is any professional employee covered by this Agreement.
- C. An "aggrieved" party or "grievant" is an administrator, or a group of administrators, who file a grievance or on whose behalf it is prosecuted by the Association's Grievance Committee.

Section 2: Procedures

STAGE 1

The grievant will discuss the matter with his/her immediate superior in an effort to resolve the matter informally. Thereafter, the aggrieved party shall present his/her grievance, signed and in writing, identifying the aggrieved party, the concerned provision(s) of the Agreement, the time when and place where the alleged events or conditions constituting the grievance exists or occurred, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of grievance and redress sought by the aggrieved party. The written grievance must be submitted to the Superintendent within twenty-five (25) school days of the date when the aggrieved party knew, or should have known, of the alleged violation. Within five (5) school days of his receipt of the grievance, the Superintendent shall

meet with the aggrieved party to discuss the grievance. Within five (5) school days following such meeting, the Superintendent shall deliver his written determination to the grievant.

STAGE 2

The grievant may, with the written approval of the Association's Grievance Committee, and, within five (5) school days after his receipt of the Superintendent's written decision, file his written notice of appeal with the President of the Board of Education and the Superintendent. The Board of Education shall hold a hearing within ten (10) school days thereafter and shall deliver its written decision within five (5) school days of the hearing.

STAGE 3

In the event that the Board elects not to review the grievance at Stage 2 or if the Association or the grievant is not satisfied with the Board determination at Stage 2, the Association or the Board may elect arbitration. Such request shall be made in writing and be made within five (5) school days of the answer received in Stage 2. Within five (5) school days of the request for arbitration, the parties shall meet to agree upon an arbitrator. If no arbitrator is mutually acceptable, a request shall be made to the Public Employment Relations Board for a list of arbitrators from which an arbitrator shall be designated in accordance with their rules of appointment.

The arbitrator shall hold a hearing and determine the matter in accordance with the rules of the Public Employment Relations Board, and his award shall be final and binding on both parties.

The cost of such an arbitrator shall be borne equally by the Board and the Association.

BASIC PRINCIPLES

- A. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.
- B. At any step of the grievance procedure, upon mutual agreement of the parties, the grievance may be passed to the next step by the grievant within five (5) school days.
- C. Failure at this stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and 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.
- D. Grievance proceedings shall be scheduled at times mutually agreeable to all parties.
- E. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

ARTICLE 5 - HEALTH INSURANCE

Section 1:

A. If an administrator and that administrator's spouse are eligible for District coverage and do not have any eligible dependents, the administrator and the spouse will each be provided with individual coverage. If both administrator and the administrator's spouse are employed by the District, one of the two may elect in writing family plan coverage if they have an eligible dependent, and otherwise they shall each be provided with single coverage.

B. If an administrator's spouse received family health insurance coverage from the spouse's employer, the administrator shall not be eligible for family coverage, but may still elect in writing to continue single coverage. Should the administrator's spouse become ineligible for health coverage, the administrator may subscribe to the District's plan as provided above. In this event, the administrator's family will become eligible for benefits as soon following written request to the District Office and completion of all necessary application procedures, as the rules of the Plan permit.

C. A copy of the current Blue Cross/Blue Shield-Blue Point 2 Select Plan and the Healthy Blue High Deductible "50 Plan" which governs the benefits provided under this Section, will be available for review upon reasonable notice at the District office.

D. Plans Offered. The District shall provide administrators regularly working at least thirty (30) hours each week with health care coverage equivalent to that provided under:

1. Healthy Blue High Deductible "50 Plan". Effective January 1, 2014, the parties agree that all eligible unit members are to enroll in the health care plan of the FLASHP called Healthy Blue High Deductible "50 Plan" with a prescription drug plan with copays of \$5 generic drugs/\$35 preferred brand name drugs and \$70 copay [after meeting required deductible] for non-preferred drugs.

Contribution Rate. For each unit member who enrolls in the HBHD 50 Plan, the District agrees to pay one hundred percent (100%) of the premium cost.

Health Savings Account (HSA): In order for the HBHD50 Plan to operate correctly, each unit member must establish a health savings account in her/his name by no later than January 1, 2014 and to have the required deductible amount for the type of plan (e.g. individual or family health savings account deductible) in each unit member's HSA by January 1, 2014. On information and belief the total amount that will need to be in the unit member's HSA is as follows:

• Individual HSA: \$1,300.

• Family HSA: \$2,600

In consideration of this requirement, for the plan year, or partial plan year beginning on January 1, 2014, the District will contribute, on behalf of each eligible unit member who enrolls in the HBHD 50 Plan, fifty percent (50%) of the money required to be placed in the

HSA by January 1, 2014 and the unit member is responsible for providing fifty percent (50%) of the money required to be in the HSA by January 1, 2014.

With regard to continuing enrollment in the HBHD 50 Plan, for each succeeding plan whatever amount of money is required to be in the HSA and the unit member is required to supply the rest and remainder of any HSA money which is required to be on deposit in the HSA.

These HSA deductible amounts may change by federal regulation and any changes will automatically apply in the future to the HSA.

On and after January 1, 2014, an eligible unit member may select a health care plan offered by the District which is other than the Healthy Blue High Deductible "50 Plan", and in that case, the unit member shall pay the total difference in the cost of the premium by payroll deductions.

E. Waiver of Health Care Plan. Those administrators otherwise eligible for health insurance coverage by the District who withdraw and waive such coverage will receive the following payment:

Eligible for family or two-person coverage: \$630.00 annually

Eligible for single coverage: \$630.00 annually

Payment is conditional upon proof of coverage through another source, and the annual amount shall be paid in two equal installments at the end of 6 months and 12 months without District coverage. However, employees with relatives or dependents who are also employed by the District may not receive such payment while covered by the District by virtue of their relative's or dependent's employment by the District, and only one of the employees is eligible for this payment in lieu of the District's health care coverage of them both.

F. Dental Plan. The Association would like to find a suitable dental plan and to be able to enroll in such dental plan during the life of this Agreement. If the Association is able to find a suitable plan, the District would agree, that with the proper payroll deduction authorizations, it would deduct money from the unit member's paycheck and to send this money to the vendor of the dental plan on behalf of each administrator who so authorizes the payroll deduction. It is understood that the payment of the premium or cost is to be borne by the unit member in total.

Section 2:

A. Upon retirement during the term of this Agreement, the District will contribute toward the cost of continuing the health coverage in effect at the time of retirement for administrators who retire (i.e., resign from employment with the District and qualify for retirement benefits) at the normal retirement age while in the District's service under the New York State retirement plan with at least seventeen (17) years of full-time continuous service with the District, at the contribution level for employees in effect at the time of retirement, with the understanding that the District is required to contribute only toward the cost of the "wrap up" coverage (over and above that provided by Medicare) for such retirees after age sixty-five which will be fully

implemented by the District under this contract. Continuous service is broken only by termination or resignation, and not broken when an employee takes an approved leave.

B. This provision will not apply to any employee who is eligible for health insurance coverage through another source after retiring, such as through a spouse's employer or through his or her own continued employment after retiring from the District. In such circumstances, the retiree must first use the health insurance of a spouse if he or she continues to be employed.

C. If the spouse is no longer eligible for health insurance coverage from such other source, the administrator may return to the district health plan coverage (family, two-person, single) for which the administrator was eligible, and under the conditions that existed at the time of retirement. There is no time limit in which this return must take place.

A surviving spouse of an administrator who is covered by the District's health plan at the time the administrator becomes deceased may continue coverage at his or her own cost.

ARTICLE 6 - LEAVES

Section 1:

All administrators shall be granted fourteen (14) days per year sick leave with full pay, such allowances to be cumulative to 230 days.

Section 2:

Of the fourteen (14) days granted, up to three (3) of these days may be used for each instance of illness (including the birth of a child) or death in the immediate family, and up to an additional two (2) days may be granted in the sole discretion of the Superintendent. In case of illness in the immediate family, the immediate family shall be defined as spouse, children, parents, parents of spouse, brother or sister, a person for whom an administrator serves as a court-appointed guardian or conservator, and relatives living in the household. In the case of death in the immediate family, the immediate family shall be expended to include grandparents, aunts, uncles, brothers-in-law and sisters-in-law. Up to four (4) of these fourteen (14) days may be used for personal days as described in this Article under Section 4.

Section 3:

A. Health, Child-Rearing and Family Leave – An administrator confronted with circumstance related to health, child-rearing and family conditions may file a written request for leave. Such application should be made as far in advance of the leave requested as feasible, and shall include the Administrator's estimated or intended date for commencement of such leave and the intended date for return to work. The return date is ordinarily to be at the beginning of the semester. The application for leave must be approved by the action of the Board of Education, upon recommendation of the Superintendent.

B. Leave for Travel or Study – Any administrator in the school system who has been given tenure and who requests a leave of absence for study and/or travel may be granted a leave of absence, providing a replacement satisfactory to the Superintendent and to the Board of

Education can be secured on or before May 15 of the school year preceding the school year in which the leave of absence is to be taken. The administrator shall advise the Superintendent of his/her intent to request such leave by April 15.

Section 4: Personal Leave

- A. All full-time administrators shall be eligible for up to four (4) days of personal leave per year with pay to be subtracted from sick leave.
- B. All personal leave must have the written approval of the Superintendent or his designee.
- C. Substituting four (4) one-half days for two (2) full days is permitted.
- D. The number of administrators absent for a personal day at one time shall be limited to:
 - High School: 1
 - Middle School: 1
 - Elementary School: 2
- E. Request for such leave will be submitted by completing the personal day request form supplied by the Superintendent or his/her designee.
- F. The Superintendent may grant a personal day at his/her discretion.

Section 5:

Administrators shall be notified of their accumulated unused sick leave days at the beginning of each school year.

Section 6:

- A. Upon request of any administrator who has served the school district for at least seven (7) years, sabbatical leave not to exceed one (1) year for the specific purpose of completing the residence requirements at a recognized college or university for an advanced degree may be granted, with one-half of the salary to which said administrator would be entitled during the ensuing year, provided said administrator executes the written form provided by the District obligating the employee to return to his position in the District for at least three (3) years following said sabbatical years, or otherwise to be liable (based upon the proportion of the three years completed following return to the District) for the net cost to the District of salary, and benefits if any, paid by the District in connection with the sabbatical leave. The number of sabbatical leaves shall be limited to one in any school year. Board of Education approval is required.
- B. At the discretion of the Superintendent, and with Board of Education approval, administrators may be granted one-half (1/2) year's sabbatical leave at full pay.

ARTICLE 7 - PERSONNEL FILES

Section 1:

- A. The official administrator personnel file will be maintained in the District Office. Administrators may have the right, upon request, to review the contents of the file. Such review will be under conditions established by the Superintendent.
- B. An administrator shall be entitled to have a personally selected representative accompany him or her during such review.
- C. An administrator shall be provided a copy of any written material placed in his or her personnel file which is critical of his or her work performance.

Section 2:

Upon receipt of a written request, the administrator may obtain a reproduction of any material, excluding references or information obtained in the process of evaluation of the administrator for initial employment, at reasonable cost.

ARTICLE 8 - VACATION

- A. Effective July 1, 2006, each administrator in the unit will be allotted twenty (20) days per school year for vacation purposes. Vacation days shall be taken at such times as are mutually agreed upon between the Superintendent or his designee and the administrator. *Effective July 1, 2014, any unit member with 6+ years employment with the District as an administrator will be allotted twenty three (23) days of vacation time per school year.
- B. No more than seventeen (17) unused vacation days may be carried over to the following school year, unless a greater number is requested by an administrator in writing no later than June 1 and approved in writing by the Superintendent. It is understood and agreed that upon leaving employment with the District, an administrator may be reimbursed for unused vacation time not to exceed thirty (30) days.
- C. *Effective July 1, 2014, the District will permit any unit member to "buy back" unused vacation days, as long as a written request to do so is submitted to the Superintendent no later than April 1, 2014 (or April 1, 2015 respectively). These unused vacation days will be paid at the members' 2014-15 daily rate, in the 2015-16 school year, and at the members' 2015-16 daily rate in the 2016-17 school year.
- D. Items in this Article highlighted by means of an asterisk (*) will sunset at the end of this contract term (June 30, 2016).

ARTICLE 9 - HOLIDAYS

The holiday schedule for the employees in the unit covered by this Agreement shall be as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	One-half day before Christmas Day
Christmas Day	One-half day before New Year's Day

ARTICLE 10 - WORK YEAR

Administrators in the unit who are twelve-month employees and work a schedule consisting of twelve months, less the number of days of vacation outlined in Article 8A, 20 days of vacation and school holidays.

Administrators who are eleven-month employees work schedule shall be September 1 to June 30 plus 20 work days during the months of July and August and all the school recesses and holidays.

Administrators who are ten-month employees work schedule shall be of the teacher's schedule, September 1 to June 30 plus 10 work days during the months of July and August and all school recesses and holidays.

ARTICLE 12-SALARY

Section 1:

A. 2014-2015 School Year: Effective July 1, 2014 each administrator who returns to service will receive a 2.4% salary increase on their June 30, 2013 salary.

B. 2015-2016 School Year: Effective July 1, 2015, each administrator who returns to service will receive a 2.00% salary increase on their June 30, 2014 salary.

C. In any year of the contract, any unit member may informally present information in support of an equity adjustment to the Superintendent (without challenge on the basis that such discussion constitutes individual negotiations); this provision is not a right to reopen negotiations and imposes no obligation upon the Superintendent to negotiate during the term of the agreement and he shall have discretion on whether to adjust a salary for equity purposes.

The District may also award administrators with an individual performance bonus, which would not be added to their base salary. This award can be granted at any time at the sole discretion of the District.

Section 2: Administrative Evaluations

In the current evaluation system the performance objectives ("rubrics") will be based upon administrators' professional performance on all expectations of the position. The year-end evaluation will be determined by the Superintendent with possible input from the two Assistant Superintendents, and unit members may submit self-evaluation reports and there shall be mid-year reviews and improvement plans (as applicable). This evaluation process shall comply with Education Law §3012-6.

Administrative Rubric is made part of this agreement – Appendix B.

Any changes to the current evaluation system and rubric must be agreed upon by the parties.

ARTICLE 11 - DURATION OF AGREEMENT

This contract shall be in effect for the period from July 1, 2014 through June 30, 2016.

In Witness Whereof, the parties hereto have executed this Agreement on the 24th day of September, 2014.

Superintendent of Schools

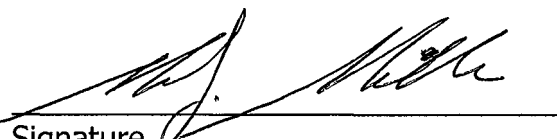
President

Newark Central School District

Newark Administrators' Association



Signature
Matt Cook



Signature
Mark Miller