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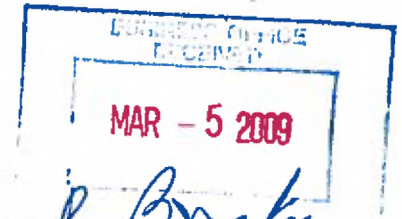
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THE SCHOHARIE CENTRAL SCHOOL

ADMINISTRATORS ASSOCIATION

AND

THE SCHOHARIE CENTRAL SCHOOL DISTRICT

July 1, 2006 - June 30, 2009

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**ARTICLE I
(PREAMBLE)**

The Superintendent of Schools of the Schoharie Central School District of Schoharie, New York (hereinafter called "School District" or "District") and its supervisory and administrative employees (hereinafter called "Administrators") represented by the Schoharie Central Administrators Association of the Schoharie Central School District of Schoharie, N.Y. (hereinafter called "Association"), the District and Association enter into this agreement.

**ARTICLE II
RECOGNITION**

1. The District hereby recognizes the Association as the exclusive bargaining agent and representative for the administrative and supervisory personnel in the Schoharie Central School District of Schoharie, N.Y. for a maximum period provided by law. The professional positions incorporated in such recognition include, but are not limited to the following:

High School Principal
Elementary Principal
Director of Curriculum and Pupil Personnel Services
Assistant High School Principal
Director of Athletics

2. Newly created or substantially altered existing supervisory or administrative positions shall be represented by the Association.

3. Excluded from this Association are the following:

Superintendent
Business Administrator/Manager

**ARTICLE III
LEAVES**

1. Sick Leave

a) Sick leave shall be credited to administrators in this unit at the rate of 18 days per year. Administrators hired from within the District shall be credited with accumulated sick leave at the time of their appointment. Such sick leave shall be credited on the first day of the school year whether or not the administrator reports to work on that day. An administrator appointed for less than a full school year shall be credited with sick leave on a pro-rated basis on the first day of his appointment.

b) Sick leave accumulation shall be limited to 315 days.

c) **Accumulated sick leave may be used for personal or family illness.**

2. **Bereavement Leave**

Administrators shall receive leave with pay with no charge to leave credits in the following situations:

a) Up to five days at one time in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sibling or other member of his immediate household.

b) Up to three days at any one time in the event of the death of his/her grandparent, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

c) If the death occurs while the administrator is on sick leave or vacation leave, any days used for bereavement leave shall not be deducted from his/her accumulated sick leave or vacation leave. Unused bereavement leave days shall not be credited toward the administrator's accumulated sick leave days.

3. **Court Leave**

a) Leave at full pay with no charge to leave credits shall be granted to administrators who are required to be absent for the performance of jury duty or for required appearances in any legal proceeding connected with their employment with the school system. This does not include any legal proceedings involving any grievance brought by a member of the unit against the District.

b) Any payment, exclusive of meals, mileage, or other expense payments, received by an administrator on jury duty leave shall be paid by the administrator to the District.

4. **Personal Leave**

a) Each administrator shall receive on the first day of each school year credit for four (4) days of personal leave. An administrator appointed for less than a full school year shall receive credit for a pro-rated amount of personal leave on the first day of his appointment. Personal leave may be used to extend a holiday or vacation period if the administrator provides a specific reason to the Superintendent.

b) Personal leave credit may be carried over to the following school year to sick days to be added to the total accumulated sick days.

5. **Child Care Leave**

In addition to the accumulated sick leave, which may be utilized by a female member for pregnancy-related illness or disability, either male or female members shall be granted leave of up to two years for each birth of a child without loss of tenure rights or any other position-related right. Such

leave shall be without pay. For the purpose of this sub-paragraph, multiple births shall be deemed to be a single birth. Such leave shall be granted one year at a time. The member shall notify the Board in writing within three months after the pregnancy has been determined. An application for child care leave accompanied by a statement from a physician indicating the probable date of delivery shall be made at any time prior to the end of the seventh month of pregnancy. The member may continue employment at all times during pregnancy and immediately after delivery; provided, however, that the Board may require a physician's certification as to fitness for work of such member after delivery. In the event that a second year of child care leave is required by such member, application for such leave must be filed in writing with the Board at least ninety (90) days prior to the expiration of the first year of child care leave.

6. Vacation Leave

a) Normally, administrators' vacations will take place during the period following graduation through August 31st upon approval of the Superintendent. Vacation leave may be used at other times upon prior approval of the Superintendent.

b) Bargaining unit members hired prior to December 1, 2007 shall receive 22 vacation days effective July 1, 2007 (pro-rated for eleven month employees). Bargaining unit members hired on or after December 1, 2007 shall receive 20 vacation days.

c) Up to 5 days of unused vacation leave may be carried over to the next fiscal year, upon prior approval of the Superintendent, or any twelve month administrator will have the option to be paid for unused vacation days (not to exceed 5) at the end of each school year. The school year ends on June 30. Payment for each day is set at \$250.00.

**ARTICLE IV
WORKING YEAR**

1. All S.C.A.A. members covered in this document will work a 12-month year with the exception of the Athletic Director who will be an eleven-month employee

2. Provided school is not in session, S.C.A.A. members will be entitled to the following paid holidays:

Independence Day (July 4th)

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day and the day after

Christmas Day, Christmas Eve and the day after Christmas

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

**ARTICLE V
INSURANCE BENEFITS**

1. The Schoharie Central School District shall provide for individual and family health insurance coverage to members of the bargaining unit under the Blue Shield Par Plus Health Insurance Plan. Employees will pay the following percentage of the premium cost:

Employees hired prior to July 1, 2007	Employees hired on or after July 1, 2007
2006-2007 = 0%	
2007-2008 = 5%	10%
2008-2009 = 10%	

2. The Schoharie Central School District shall provide 100% of the charge for Prescription coverage equal to the former Blue Shield Par Plus Prescription Plan. Co-pay shall be at the rate of \$2.00 per prescription. Starting September 1, 2004, co-pay will be at the rate of \$5.00 for generic, \$10 for brand name, and \$15 for multiple source drugs.

For members of this unit hired before July 1, 2004, the Schoharie Central School District will continue to make each member whole for any differences in coverage between the Blue Shield Par Plus Health Insurance Plan and the New York State Employees Health Insurance Program under the New York State Department of Civil Service (currently the Empire Plan core plus all enhancements). For members of this unit hired after July 1, 2004, this clause shall not be implemented.

3. Retiree Health Insurance

a) Administrators of the Schoharie Central School District who retired before July 1, 2007 will continue to enjoy health insurance benefits at the expense of the Schoharie Central School District.

b) Employees hired before July 1, 2007, who retire directly from the service of the District in accordance with this Article, shall receive individual or family health insurance coverage under the District sponsored plan in effect at the time of their retirement at the following percentages of the premium cost:

Five or more years of service	50% District contribution
Eight or more years of service	75% District contribution
Ten or more years of service	Employee shall contribute at same contribution rate during employee's last year of employment

c) Employees hired on or after July 1, 2007, who retire directly from the service of the District who have at least ten (10) years of District service shall be provided insurance from the District and they shall contribute at the same contribution rate in effect during the employee's last year of employment. Employees with less than ten (10) years of service to the District shall not be eligible for insurance coverage in retirement.

4. The District will reimburse up to \$400 per employee per year to be used for their dental and/or vision expenses. Monies may also be used for their spouse and dependent children. The School District will refund quarterly. In order to receive payment, you must submit your claims by October 1, January 1, April 1, and June 30. Employees must submit receipts in order to receive payment. Unused funds after June 30 will remain with the District.

5. The District will pay the premiums, not to exceed \$700, for life or disability insurance purchased by the Administrator.

6. Upon the death of an active or retired administrator from the District, his/her spouse and dependent children will continue to receive health insurance benefits and the prescription drug plan, at the District's expense, as explained in Sections 1, 2 and 3 of this Article. The District's responsibility ends with the remarriage or death of the spouse and when the dependent children reach the age of 19 or complete college, with a maximum age, if in college, of 25 years old.

7. Except as otherwise limited by law, an administrator on unpaid leave, may continue his/her group coverage at his/her own expense.

8. Health Insurance Buyout

Each Administrator who waives health insurance coverage for any school year shall receive one-half of the following payment on the first payroll in January and the first payroll in June for that year:

40% of the premium of the indemnity plan.

Administrators who wish to waive health insurance coverage must provide written notice to the District's Business Office each year on or before June 1st of his/her desire to waive coverage, effective July 1st. New hires should submit their insurance waiver upon being hired. Such written notice must be accompanied by proof that the Administrator has alternate health insurance coverage.

An Administrator who has waived coverage may, during any given school year, opt back into the District's health plan due to a change of circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance provider.

If an Administrator is married to another District employee and the couple receives a family plan through the District, the Administrator who is not the named policy holder will be entitled to receive the full individual buyout amount.

Administrators who retire from District service and have elected the buyout option in their last year of employment shall have the opportunity to be reinstated to the District-sponsored health insurance plan effective on the date of retirement.

**ARTICLE VI
PROFESSIONAL DEVELOPMENT**

Graduate Credit

- a) Effective with any course work submitted following the date of ratification of the 2006-2009 Agreement, the District will pay for the costs of tuition and texts for approved graduate course work for up to six (6) credit hours per school year.
- b) The Superintendent may approve payments for graduate course work indicated in subdivision "a" above, up to the aforementioned six (6) credit hours each

**ARTICLE VII
ACCIDENT INDEMNITY**

When a regularly employed administrator is absent from his employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, (s)he will be paid in accordance with the following:

- 1. During the first year following the aforementioned accident or assault, the administrator shall receive full compensation without diminution of leave time for any time absent due to his/her inability to perform the full duties of the position caused by the aforementioned accident or assault. The administrator shall pay over all workers compensation funds received, to the District during this period.
- 2. Following the first year and for a period not to exceed one (1) year, leave will be granted according to the following stipulations:
 - a) Absence due to injuries covered by Workers' Compensation, shall be subject to certification by a duly qualified physician as to the duration of the disability.
 - b) When the administrator's workers' compensation payments do not meet or exceed the administrator's regular salary, leave accruals shall be deducted on a pro-rata basis in the following order: Sick Leave, Personal leave, and Vacation time. Such leave accruals shall be deducted so that the employee is made whole on a per diem basis. In other words, the employee shall suffer no loss of regular salary while Vacation, Personal, or Sick leave time exists.
 - c) The administrator shall pay over all workers' compensation funds received to the District during this period.
 - d) If sick leave has been used on a continuing basis from the time the employee was unable to work until the agency has certified the disability, then sick leave equal to the amount of

compensation from Workers' Compensation actually received by the District will be reinstated to the employee's leave accruals.

e) At the termination of the leave, if the employee still has accumulated sick leave days, those days will be placed in escrow until such time as the employee is able to resume his/her full duties.

f) If the employee depletes his/her Vacation, Personal, and Sick leave during the period of this leave, the employee will only be entitled to the compensation covered by Workers' Compensation.

3. The Board of Education may request an examination of the employee by the school physician during any period covered by this Article. Such examination may be for the purpose of substantiating the employee's claim of personal injury.

4. This Article shall not apply if the employee is suing the District.

ARTICLE VIII CREATION OF NEW POSITIONS

New administrative or supervisory positions that are created by the District shall be governed by the terms of this agreement.

ARTICLE IX GRIEVANCE PROCEDURE

1. Definition

a) "Grievance" is a claim by an administrator or a group of administrators based upon any event or condition affecting their salaries, welfare and/or terms and conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board and Administration during the term of this Agreement.

b) "Chief Executive Officer" means the Superintendent of Schools.

c) "Grievant" means any party named in a grievance who is an aggrieved party.

c) "Party in interest" means any party named in a grievance who is not the aggrieved party.

e) "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any state of the grievance procedure.

2. Procedures

Stage 1 - Chief Executive Officer - Informal

An administrator having a grievance will discuss it with the Chief Executive Officer either directly or through a S.C.A.A. representative with the objective of resolving the matter informally. The Chief Executive Officer will confer with all the parties in interest, but in arriving at his decision, will not consider any material or statement offered by, or on behalf of, any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the administrator submits the grievance through a representative, the administrator may be present during the discussion of the grievance.

Stage 2 - Chief Executive Officer - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Chief Executive Officer. Within two (2) school days after the written grievance is presented to him, the Chief Executive Officer shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon in writing and present it to the grievant.

Stage 3 - Board of Education

a) If either the grievant or S.C.A.A. is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board with fifteen (15) school days after the Chief Executive Officer has given notice on such decision and has presented such decision to the grievant.

b) Within ten (10) school days after the receipt of an appeal, the Board or sub-committee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c) The Board or sub-committee shall render a decision and notice of such decision, and a copy thereof shall promptly be given to every party who has appealed such grievance to the Board of Education.

Stage 4 - Arbitration

a) After such hearing, if either the grievant or S.C.A.A. is not satisfied with the decision of the Board, rendered at Stage 3, either side may submit the grievance to arbitration by written notice to the Board given within fifteen (15) school days after the Board shall have given notice of its decision to the grievant and S.C.A.A.

b) Within fifteen (15) days after such written notice of submission to arbitration, the Board and S.C.A.A. will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator or to obtain such a commitment within the specified period, the arbitrator shall be selected in accordance with procedures established by the Public Employment Relations Board of the State of New York.

c) The arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, from the date when the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

d) The arbitrator shall limit his decision to the application and interpretation of the Agreement and to any remedy, if appropriate, which is not consistent with this Agreement and is not contrary to law. However, he shall be without power and authority to make any decision or recommendations-

1. contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

2. involving Board discretion or Board policy under the provisions of this Agreement, except that he may decide in a particular case, involving Board discretion or policy whether or not the Board applied such discretion or policy discriminatory; i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.

3. limiting or interfering in any way with the powers, duties and responsibilities and the Board of Education under the applicable law, and rules and regulations having the force and effect of law.

e) The decision of the arbitrator shall be advisory to the Board of Education, after which the Board shall render its decision.

f) The costs for the services of the arbitrator, and other hearing expenses, if any, will be divided equally by the Board the S.C.A.A.

3. Rules of Procedure

a) All grievances shall include the name and position of the grievant, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time and the place where the alleged events or conditions constituting the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

b) Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefore. Each decision when rendered shall forthwith be transmitted to the grievant, the parties in interest, if any, and the President of the S.C.A.A.

c) If a grievance affects a group of members and appears to be associated with system-wide policies, it may be submitted by S.C.A.A. directly at Stage 3, described herein above.

d) The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.

e) The Board and S.C.A.A. agree to facilitate any investigation, which may be required, and to make available any and all materials and relevant documents, communications and records concerning the grievance.

f) Except as otherwise provided at Stage 1, the grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

g) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

h) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Chief Executive Officer will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.

i) Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of S.C.A.A., provided the adjustment is not inconsistent with the terms of this Agreement, and S.C.A.A. has been given an opportunity to be present at such adjustment and to state its views on the grievance, or to be heard with respect thereto before such adjustment becomes final. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

j) The grievant may choose whomever he wishes to represent him at any stage, except that such representative may not be an official of a competing employee organization.

k) The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record of each grievance which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept by a party agreeable to both sides at all proceedings at Stages 2 and 3. A copy of such minutes will be made available to the grievant and S.C.A.A. and within one week after the conclusion of each hearing, Stage I and 2. Either party shall advise the appropriate hearing officer in writing of any errors in said minutes. Any such claim

of error in the minutes shall become a part of the Official Grievance record, and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and copying by the grievant S.C.A.A. and the Board but shall not be deemed a public records.

l) The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any member to pursue any other legal or appropriate remedies available in any other form.

4. Time Limits

a) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

b) Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within thirty (30) school days after the member knew or should have known of the act or condition on which the grievance is based.

c) The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.

d) Failure of any stage of the grievance procedure to communicate a decision to the grievant, his representatives and S.C.A.A. 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.

e) In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

**ARTICLE X
NO STRIKE PLEDGE**

1. The Board and S.C.A.A. recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and S.C.A.A. therefore subscribe to the principle that the differences between them shall be resolved without interruption of the education program in the District.



2. S.C.A.A. affirms that it does not assert the right to strike, nor to assist or to participate in any strike by any bargaining unit, or to impose an obligation on its members to conduct, assist or participate in such strike against the Schoharie Central School.

**ARTICLE XI
EVALUATION**

Evaluations will be performed by the Superintendent using a method that is agreeable to the S.C.A.A., the Superintendent and the Board.

**ARTICLE XII
COMPENSATION**

Salaries will be adjusted by the following percentages:

2006– 2007	4.5%
2007– 2008	5.0%
2008– 2009	5.5%

**ARTICLE XIII
LONGEVITY INCREMENT**

Career increments will be awarded as follows for administrative service in the Schoharie Central School District. These will be one-time payments and will be added to the base salary.

After 3 years of administrative service and awarding of tenure- \$1500

An additional \$1500.00 more will be added to Administrators base salaries, in accordance with the following:

at 5 years	-	\$1500.00
at 10 years	-	\$1500.00
at 15 years	-	\$1500.00

**ARTICLE XIV
RETIREMENT**

1. Definition- Retirement is defined as someone who has served within the school district for at least 10 years and retires from full-time service with the Schoharie Central School District, pursuant to the NYS Teachers' Retirement System's definition.

The District reserves the right to pay said compensation between June 1 and July 30 of the year of retirement.

**ARTICLE XV
DISCIPLINE AND FAIR DISMISSAL**

1. All administrators will be given the opportunity of having a representative of the Association present at meetings or hearings where he/she may be reprimanded, warned, disciplined or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance.

2. Any discussions regarding a unit member shall be done in private unless the member requests a public hearing to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 7th day of October 2009.

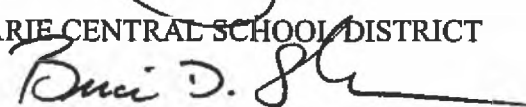
SCHOHARIE CENTRAL SCHOOL DISTRICT

BY _____


Chris Spies, Board President


SCHOHARIE CENTRAL SCHOOL DISTRICT

BY _____


Brian Sherman, Superintendent

SCHOHARIE CENTRAL SCHOOL ADMINISTRATORS ASSOCIATION

BY _____


Association President