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Contract Database Metadata Elements

Title: **Royalton-Hartland Central School District and Royalton-Hartland Administrators Association (2008)**

Employer Name: **Royalton-Hartland Central School District**

Union: **Royalton-Hartland Administrators Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **9743**

Unit Size:

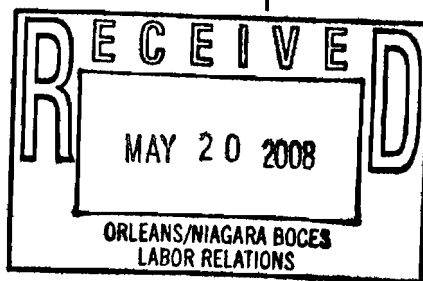
Number of Pages: **12**

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AGREEMENT BETWEEN THE
SUPERINTENDENT
OF THE
ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT
AND THE
ROYALTON-HARTLAND ADMINISTRATORS ASSOCIATION
JULY 1, 2008 THROUGH JUNE 30, 2012

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT BETWEEN THE
SUPERINTENDENT
OF THE
ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT
AND THE
ROYALTON-HARTLAND ADMINISTRATORS ASSOCIATION
JULY 1, 2008 THROUGH JUNE 30, 2012

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Article I Recognition

The Board of Education recognizes the Royalton-Hartland Administrators Association as the exclusive bargaining agent for all full-time Administrators, exclusive of the Superintendent of Schools, Business Administrator, Assistant Superintendent for Instruction and others designated as management employees.

Article 2 Work Year

The work year for all Administrators shall be twelve (12) months, including all days from July 1 to June 30, less any vacation and holidays to which they are entitled.

Administrators will not be required to work on days school is cancelled for students due to inclement weather, unless requested to report to work by the Superintendent.

Members of the Association shall be entitled to the following 14 paid holidays:

Fourth of July	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	New Year's Eve Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Friday after Thanksgiving	President's Day
Good Friday	Memorial Day

When the Christmas and New Year's holidays fall on a weekend day, the holiday shall be celebrated on the Friday before or the Monday after, according to the school calendar.

Article 3 Vacation Benefits

1. As of July 1, 2007 administrators shall accrue vacation days at the rate of **two (2.0)** days per month, such vacation time to be credited at the end of each month of service. Unused vacation time may be accumulated up to a maximum of forty-five (45) days for use in future years, except that Administrators may sell back up to five (5) vacation days accrued but unused during any year. Such days will be compensated at the rate of 1/240th of the Administrator's salary at the time the days were earned and shall be paid on or about June 30.

2. Vacation days should preferably be used when students are not in session. All Administrators **shall** work the week after school is out and the week before school starts, **unless permission to take vacation days is granted by the Superintendent**. In the event an Administrator **hired prior to July 1, 2007** leaves the district, the Administrator will be compensated for unused vacation days (not to exceed 45) at the rate of 1/240th of the final annual salary. **Administrators hired on or after July 1, 2007, will be compensated only for days accumulated and unused in the year of the Administrators departure. All other days will be lost.**

Article 4 Sick Leave

On an annual basis, Administrators will be credited with one (1) day of paid sick leave per month of employment per fiscal year, cumulative to one hundred ninety (190) days. In addition, upon initial employment, Administrators will be granted a bank of one (1) year (240 days) of sick leave to be used for long term or catastrophic illness or injury of the Administrator. This sick bank time shall not be cumulative and will not be paid out at the time of retirement. **Administrators must use all days of personally accumulated time (if available) prior to applying to the sick bank.**

Article 5 Retirement Benefits

Upon the retirement of an Administrator **hired prior to July 1, 2007** from his/her employment in the District, upon ninety (90) days written notice to the Superintendent, such Administrator will be compensated for their unused accumulated sick days (not to exceed 190 days) and unused vacation days (not to exceed 45 days) **at the following rates:**

**1/240th of his/her final salary for all days accumulated as an Administrator with the District and
1/240th of his/her final salary for 1/2 of all days accumulated as a teacher with the District, if any.**

It is understood that leave days accrued by Administrators when they were teachers will be used first during their employment as Administrators.

Administrators hired on or after July 1, 2007 will be compensated only for days accumulated and unused in the year of the Administrators retirements at the time of retirement.

Article 6
Health Insurance Bonus at Retirement

For an Administrator who retires from the district, funds will be held in an account for the Administrator at a rate of \$5,000 for every two years of service to the Royalton-Hartland Central School District. The funds may be applied to insurance premiums of the Administrator's choice (health, vision, dental, or other insurance program(s) already available to District employees). The amount from the fund applied to premiums each year is determined by the Administrator.

In the event of the death of the Administrator, the remainder of the fund will be offered to the Administrator's spouse to apply to insurance premiums for the spouse through the district. If the spouse remarries and/or has insurance through another source, the remaining funds will remain with the District. In the event of the spouse's death, the remainder of the fund will be offered for insurance premiums through the district for surviving children of the Administrator who are under 21 years of age. Unused funds after all of the above are applied remain with the District.

To qualify for this benefit, time for service of the Administrator to the District must continue for a minimum of six (6) years before retirement.

Article 7
Death Benefit

In the event of an Administrator's death while in the employment of the District, a death benefit equal to and not to exceed the Retirement Benefits provided for in Article 5 will be paid to the Administrator's estate.

Article 8
Abolition of Positions

Affected Administrators will receive six (6) months' written notice of Board of Education action to eliminate any position whose then incumbent is represented by the Association. In the event of the abolition of positions, affected Administrators will be compensated for their accumulated sick and vacation leave in a manner consistent with the payment of retirement benefits.

Article 9
Mileage

Administrators will be reimbursed for mileage at the current rate allowed by the IRS for School District business mileage incurred inside or outside the Royalton-Hartland Central School District. Mileage reimbursement shall not include travel to and from school as part of the regular school day. Reimbursement for mileage, in connection with professional responsibilities, will be appropriately vouchered through the District Business Office. The District shall notify the

Administrators' Association of any change in the IRS mileage rate during the life of this Agreement.

Article 10 Tax Sheltered Annuities

Administrators may participate in the tax sheltered annuities program. The cost of administering the program shall be borne by the Board of Education.

Each Administrator shall be entitled to a tax-sheltered annuity contribution by the District, equal to twice the Administrator's contribution, up to a maximum limit as follows:

Administrator's contribution	District contribution
\$850	\$1,700

The District's contributions will be made quarterly (by November 1, February 1, May 1, and August 1), twice what the employee has deposited, but no more than 25% of the District's annual contribution for each quarterly payment.

Article 11 Medical Coverage

During the term of this Agreement, the District will continue, according to subparagraph below, to provide equal or better health insurance benefits. Beginning July 1, 1984, the District may, if in their judgment there is a savings in the cost of this insurance, provide insurance through the Genesee Area Healthcare Plan.

1. In the event the District changes to another carrier or enrolls in a self-funded plan, such new carrier or self-funded plan will provide entry level dental coverage for individual and family group members.
2. Current coverage (1982-84 Agreement):
 - a. Blue Cross/Blue Shield (82-83 plan)
 - b. Major Medical, \$50 deductible
 - c. 100% prescription drugs
 - d. Blue Shield Riders 3, 8, and 16
 - e. Blue Cross Riders 7, 8, and 9
 - f. Major Medical Rider 8

3. Memorandum on Health Insurance
 1. Retirees
 - a. Current employees who retire can participate in the above plan at their own expense.
 - b. Current retirees will be covered under the Genesee Area Healthcare Plan so long as premiums are paid by the retiree.
4. Confidentiality
 - a. No information concerning an individual's health may be obtained or used against any employee by anyone.
5. Dispute Resolution
 - a. Review by the Claims Review Committee. Anything that Blue Cross/Blue Shield covers will be covered by the Genesee Area Healthcare Plan without arbitration as a means of resolution.
6. Conversion (employees or dependents)

Conversion option employees and covered dependents will automatically be converted to an individual policy if the employee leaves or withdraws (electively leaves, death or sickness, etc.) from the plan, or if dependent child reaches the limiting age.

In order to convert, employee or covered dependent must apply for an individual policy within thirty-one (31) days from termination of coverage under the plan. Payment will be made by the individual through the Royalton-Hartland Central School District. The plan will absorb responsibility for all pre-existing conditions of people converting.

7. Pre-existing conditions
 - a. The Royalton-Hartland Central School District will guarantee coverage for all preexisting conditions.
8. Coverage Revisions
 - a. The Co-Pay Prescription coverage will be the lowest dollar amount co-pay offered under the Genesee Area Healthcare Plan.
 - b. Dental shall be added for single and family coverage as is provided in the Genesee Area Healthcare Plan.
 - c. **Effective July 1, 2006, the District will pay ninety percent (90%) of the health insurance premium in effect as of July 1, 2006 (full premium = \$11,049 / 90% = \$9,944) and fifty percent (50%) of any increases thereafter. The Administrator will pay ten percent (10%) of the health insurance premium in effect as of July 1, 2006 (full premium = \$11,049 / 10% = \$1,105) and fifty percent (50%) of any increases thereafter.**

- d. The vision plan shall be provided to all association members as called for through the Genesee Area Healthcare Plan. Unit members will pay for the vision plan at the rate of \$7.00 per month for a single and \$12.00 per month for a family plan.
9. If the Genesee Area Healthcare Plan is found to be illegal or goes bankrupt, the District will return to Blue Cross/Blue Shield, as provided in sub-paragraph 2, with one million dollar Major Medical. Equivalent dental coverage will be provided to employees at the start of the second year following the return to Blue Cross/Blue Shield.
10. Members of the Association who are eligible to receive the family plan and who elect not to receive it, will receive one-thousand five hundred dollars (\$1,500). Those members eligible to receive the single plan and elect not to, will receive seven hundred fifty dollars (\$750).

Article 12 Leave Days

- A. Administrators will be granted, upon written notice (except in emergency situations), additional paid leave days with pay for funerals, family illness, and personal business which cannot be conducted at times other than during normal working hours. The total number of leave days to be made available for these purposes during each fiscal year shall not exceed seven (7). *Effective July 1, 2009, Administrators will be granted leave days not to exceed eight (8) during each fiscal year.*
- B. Leave for death in immediate family each Administrator shall be allowed five consecutive workdays of leave without loss of salary for each death in the Administrator's immediate family. Immediate family of the Administrator is defined to include the following persons: husband, wife, mother, father, guardian, sister, brother, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren or other person for whom the Administrator can establish to the satisfaction of the Superintendent direct responsibility. Leave for death shall not be charged against the Administrator's sick leave. If the death occurs within a period during which the Administrator is on sick leave, those leave days to which the Administrator is entitled under the provisions of this article shall not be charged against the Administrator's sick leave accumulation. Leave for death in immediate family authorized under this section shall not be accumulated for any purposes. The Board or Superintendent may grant additional funeral leave when necessary.

Article 13 Tuition for Children

Full time Administrators may enroll their school age children at Royalton-Hartland, on a tuition free basis.

Article 14
Access to Personnel Files

Administrators shall have free access, at mutually convenient times, to all materials contained in their personnel file. No derogatory material shall be placed in an Administrator's file unless the Administrator has had the opportunity to read the material. The Administrator shall then acknowledge that he/she has read the material by affixing the Administrator's signature to the file copy. The signature shall indicate that he/she has read the material to be filed and shall not necessarily indicate agreement with its content. The material filed and his/her response shall be attached to the file copy. The review of an Administrator's file or copy thereof by any individual other than an appropriate administrative staff member shall be done in compliance with the law.

Article 15
Evaluation

Administrators shall receive a minimum of one (1) written evaluation by the Superintendent during each fiscal year. This evaluation will be informally discussed by the Superintendent and the Administrator.

Each Administrator will submit a written proposal for self-improvement and building school improvement to the Superintendent on or before September 1 of each school year. Proposals shall include a minimum of three (3) job targets, mutually agreed upon by the Superintendent and the Administrator, for accomplishing the district mission.

By June 1 of each school year, the Superintendent will meet with the appropriate Administrator to informally discuss his/her evaluation. A copy of this evaluation will be sent to the Administrator within a minimum of five (5) working days after the meeting with the Superintendent. The Administrator will be free to attach any clarification document to the evaluation.

Article 16
Reimbursement for College Courses

The District will reimburse a full-time Administrator the cost of tuition for college courses, up to a maximum of \$1,500 per year, under the following conditions:

1. The request for tuition reimbursement must be submitted to the Superintendent on the course approval form and the course must be approved by the Superintendent, prior to registering for the course.
2. The District Office must receive a receipted voucher verifying that the tuition was paid by the Administrator.
3. The District office must receive an official transcript or certificate indicating successful completion of the course. Auditing will not be allowed.

Article 17
Discretionary Benefits Fund

The District shall pay the Association (by July 31st of the fiscal year) a lump sum of \$800, annually, multiplied by the number of Association members employed by the District.

It is understood that these monies are to be used for medical and dental expenses not covered by the present policy, additional life or disability insurance or other insurance- related expenses as approved by the Association, or dues for professional memberships. It is understood that these monies are to be administered by the Association whereby each member will share equally in the benefit.

On or before August 30th of each year, the Association agrees to submit to the District Business Administrator a report for the prior fiscal year (July 1 through June 30) showing the monies expended for each benefit purchased and the balance of unexpended funds. The balance of unexpended funds will be rolled over into the Fund for the use of Association members for the following school year. The Association shall indemnify the District against liability or expense arising from the Association's own negligent action under this paragraph.

Article 18
Use of District-Owned Computer

Each Administrator will be allowed the use of a District-owned laptop computer in order to complete certain administrative responsibilities outside of regular school hours. The laptop computer will be assigned to the Administrator upon the Administrator's request. It is expected that the Administrator will keep the laptop computer safe and secure with the intent of returning it to the District in good condition upon departure from the District or upon modification of this provision in a future contract.

Article 19
Salaries

Salaries for the current Administrators shall be increased by 3.7% for the 2008-09 school year. Salaries for the current Administrators shall be increased by 3% for each of the 2009-10, 2010-11 and 2011-12 school years.

Article 20
Duration

This Agreement shall remain in full force and effect from the period of July 1, 2008 through June 30, 2012. It shall be modified only by a mutually agreed written addenda.

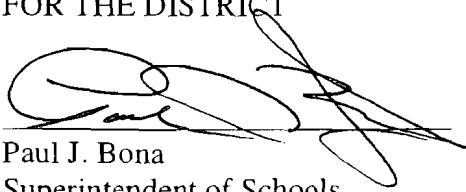
**Article 21
Copies of Agreement**

The District shall print copies of this Agreement and distribute a copy to each member of the Association. The cost of same shall be borne by the District.

**Article 22
Saving Clause**

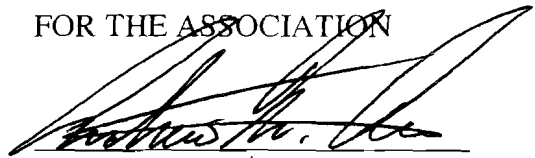
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

FOR THE DISTRICT



Paul J. Bona
Superintendent of Schools
Dated 5/12/08

FOR THE ASSOCIATION



Andrew M. Kuer
Dated 5/6/08

