

# AGREEMENT

between

THE WEBUTUCK ADMINISTRATIVE ASSOCIATION

and

THE NORTHEAST CENTRAL SCHOOL DISTRICT

July 1, 2022 through June 30, 2026

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>PAGE</b>
1. Recognition.....	2
2. Schedule of Employment.....	2
3. Implementation of New Programs .....	3
4. Dues Deductions.....	3
5. Health Insurance.....	3
6. Sick Leave .....	4
7. Bereavement Leave .....	4
8. Personal Leave .....	4
9. Vacations and Holidays.....	5
10. Savings Clause .....	6
11. Prior Policies .....	6
12. Professional Integrity and Notice Requirements.....	6
13. Salary .....	7
14. Tuition Payments .....	8
15. Retirement.....	8
16. Professional Evaluation .....	9
17. Tuition Free Attendance.....	9
18. Grievance Procedure.....	9
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
19. Collective Negotiations.....	10
20. Intent of Compliance.....	11
21. Professional Dues.....	11
22. Duration of Agreement .....	11

This agreement entered into this 1st day of June, 2022, by and between the Webutuck (Northeast) Central School District and the Administrative Association, hereinafter called the “Association”, shall be the sole Contractual document between the parties for the period from July1, 2022 through June 30, 2026.

The parties agree as follows:

## **1. RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all building administrators.

The specific positions to be recognized include only those listed below. Any additions to this list must be preceded by a written thirty (30) day notice of intent by the Board.

Elementary Principal

High School Principal

Intermediate Principal

Director of Instruction and Technology

The Board may fill any vacancy or hire any new administrator subject only to such terms and conditions of employment as have been negotiated for members of this bargaining unit.

## **2. SCHEDULE OF EMPLOYMENT**

Administrative personnel covered by this Agreement are to be employed by the Board for twelve (12) months per year.

## **3. IMPLEMENTATION OF NEW PROGRAMS**

The Board agrees that during the development of and prior to the implementation of new programs, through the Superintendent of Schools, will consult with the members(s) designated by the Association. The provisions of this paragraph shall not be deemed in any way to limit or restrict the Board's legal responsibilities and prerogatives.

## **4. DUES DEDUCTIONS**

All Employees presently employed or hereinafter hired are covered by this Agreement, and desiring membership in the Association, and/or other professional organizations, shall furnish the Business office with written consent to make such deductions by the first payroll in July.

Membership dues and all fees and assessments as are regularly levied by the Association, and/or other professional organizations, shall be regularly deducted from the salary of the employee by the Business Office and paid to the treasurer of the specific organization after each payroll.

## **5. HEALTH INSURANCE**

The District shall provide health insurance to eligible bargaining unit members under the EPO-20 health plan. The DEHIC Alternative PPO Health Plan will no longer be available to Administrators. All active members participating in the health insurance provided by the District shall maintain their current percentage contribution rate toward the cost of their applicable insurance. (For example Administrators hired prior to July 1, 2012, shall continue to pay 18% of the applicable premium. Any Administrators hired after July 1, 2012, shall pay 20% of the applicable health insurance premium individual or family coverage), and the District shall pay 80% of such premiums.

The District shall pay the costs of health insurance for retired administrators at the above rates and 50% of additional premium costs for family coverage for retired administrators.

The Board shall make payments of \$3,600 per unit member during the school year for the purpose of purchasing life insurance, cell phone, optical care, or other medical care or to a tax shelter annuity, at the option of the employee. Receipts must be submitted to the Business Office. Payments will be made according to IRS rules and regulations.

If the Administrator requests to opt-out of the District's health insurance plan by May 1 of any year, the Administrator shall receive payment of \$3,000 per annum in the ensuing year. To be entitled to the payment herein, the Administrator must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry into the District's health insurance plan shall be governed by the rules of the plan.

Subject to any legal constraints applicable thereto, the District shall establish a flexible health benefit plan under the aegis of Section 125 of the Internal Revenue Code for principals. The IRC 125 plan will establish a credit for each unit member equal to the amount contributed by the administrator plus the Board payment equal to one percent (1%) of the yearly salary. Participation will be voluntary. Each administrator will be permitted to use this fund for payment of all expenses eligible under IRC 125. Each participating administrator must notify the Business Office of the amount to be contributed to the fund for the subsequent school year by June 1.

## **6. SICK LEAVE**

Sick leave shall be granted at the rate of 15 days prorated, per year, accumulative to 240 days. An annual

accounting of sick leave shall be given to each member of the unit by July 15 of each year.

Bargaining unit members shall be entitled to participate in the Teachers' Association Sick Bank.

## **7. BEREAVEMENT LEAVE**

Upon notification to the Superintendent or his/her designee, an administrator will be allowed up to five (5) days leave, with pay, within the date of death in his/her family depending on circumstances. One day may be allowed for other bereavements. Additional leave may be granted by the Superintendent.

## **8. PERSONAL LEAVE**

An administrator may apply for up to two (2) days of personal leave solely for urgent personal business. Written requests for approval of personal leave must be submitted to the Superintendent. In emergency situations, such a request may be made after the leave. (Some examples of urgent personal business are: court appearances, house closings, graduation of immediate family.) A personal leave may not be taken on a day immediately before or after a vacation period or holiday or to apply for a job.

## **9. VACATIONS AND HOLIDAYS**

Administrators employed on a twelve month basis are entitled to 25 vacation days per year, prorated, cumulative to a maximum of 15 days. A minimum of 14 vacation days must be taken each year. At the option of the administrator, the District shall pay for up to 11 accumulated vacation days at the end of each fiscal year. Building administrators are encouraged to plan vacation times when school is not in session. Vacation days will be credited as of July 1 of each year. Vacation days shall be deemed earned on a prorated, monthly basis. If separation from the District occurs within the school year, adjustments between earned and used vacation time will be made prior to issuance of the final payroll.

All vacation time is subject to prior approval from the Superintendent. All administrators will be issued, and confirm through signature, a vacation day status report as of June 30 of each year.

Vacations will be taken at a time mutually agreeable to the employee and the Superintendent.

All administrators shall be granted fifteen paid holidays per year in accordance with the school calendar for the year. Said holidays shall be:

July 4

December 31

Labor Day

New Year's Day

Columbus Day

Martin Luther King, Jr. Day

Veteran's Day

President's Day

Thanksgiving (2 days)

Memorial Day

December 24th

December 25th

Good Friday

June 19th

Discretionary Day

## **10. SAVINGS CLAUSE**

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provisions shall bind neither of the parties, but the remainder of this Agreement shall remain in full force and effect as if the involved provisions had not been part of the Agreement.

## **11. PRIOR POLICIES**

It is understood and agreed that nothing in this Agreement shall be construed to mean loss of any benefits, privileges or rights heretofore enjoyed by the Association, except as modified by this Agreement.

The failure of either party to exercise any right under this Agreement shall not be deemed a waiver of such right in the future.

## **12. PROFESSIONAL INTEGRITY AND NOTICE REQUIREMENTS**

The Board will maintain a policy of informing administrative personnel in all matters which constitute a change in policy to be negotiated with staff supervised by members of the Association.'

Staffing recommendations of each building principal will be forwarded to the Superintendent who, upon review, will make these recommendations known, in writing, to the Board. Final staffing recommendations to the Board will remain the prerogative of the Superintendent.

Members of the Association will comprise a committee to assist in the final screening and valuation of candidates for an administrative or supervisory vacancy prior to the submission of the candidates to the Board by

the Superintendent.

Tenured unit members shall be required to give written notice to the Superintendent of Schools and Board of Education of their decision to apply for employment elsewhere within two (2) weeks of making a first application, without having to designate which prospective employer's application has been made to.

Unit members shall be required to give at least sixty (60) calendar days written notice of intention to resign or retire.

### **13. SALARY**

A. Should any new administrators be hired by the District, their initial salary shall be determined by the District.

B. Upon receiving tenure in the District, an administrator in the bargaining unit who was hired prior to June 30, 2012 shall receive an increase to their base salary of \$3,500.

C. There will be a 3% increase to Administrator salaries in each year of the new 4-year agreement.

D. Longevity - Longevity payments are non-cumulative. (Moreover, the longevity payments will be provided prospectively, and not retroactively.) For example, if an Administrator's salary was \$115,000.00 and the Administrator completed his/her fifth year of administrative services to the District, the Administrator would be paid his/her \$115,000.00 salary plus an additional \$1,600.00 per his/her longevity payment. Hence, the Administrator's total compensation for the applicable year would be \$116,600.00. However, for the purposes of the 3% compensation increase, the Administrator's base salary of \$115,000.00 would be increased by 3%, resulting in an annual salary of \$118,450.00, which would again be increased by a \$1,600.00 longevity payment. In such a case, the Administrator would earn a total of \$120,050. In the following year, the Administrator's base salary of \$118,450.00 would be increased by another 3% resulting in a base salary of \$122,003.50. Again, the Administrator would be entitled to the \$1,600.00 longevity payment resulting in a total yearly compensation of \$123,603.50. In other words, the Administrator's longevity payments do not accumulate, but are, instead, paid by separate payment each year in the eligibility period. In the example set forth herein, once the Administrator completed his/her 10th year of service, the \$1,600.00 annual payment would be increased by another \$1,600.00. Therefore the Administrator's base salary calculated by the applicable percentage each year would then be increased by an additional payment of the \$3,200.00 longevity payment (adding the longevity payment of \$1,600.00 upon the completion of 6 years and an additional \$1,600.00 longevity payment upon the completion of 10 years, for a total of \$3,200.00).

Here is the longevity scale:

Year 6	\$1,600
Year 7	\$1,600
Year 8	\$1,600
Year 9	\$1,600
Year 10	\$1,600
Year 11	\$3,200
Year 12	\$3,200
Year 13	\$5,800
Year 14	\$5,800
Year 15	\$5,800
After 16 years	\$8,200

## **14. TUITION PAYMENTS**

The District shall pay 100% of the cost of tuition for each administrator for graduate courses approved in advance by the Superintendent, up to twelve (12) credits per year, 60% of the cost to be paid the first year and the remaining 40% to be paid to administrators still employed by the District [at the rate of] 20% the second year and 20% the third year. In order to be eligible for tuition reimbursement, the Administrator must earn a grade of “B” or higher for each course the Administrator takes.

## **15. Retirement**

Unit members who are eligible to retire and receive payments from the New York State Teachers Retirement System, having given irrevocable notice of resignation their first year of eligibility without penalty on or before February 1, at 5:00 pm on their intent to retire between June 30th and August 31st of the following school year, shall be entitled to the payment of \$17,500.00 in total, \$8,750.00 into a Section 403(b) tax sheltered annuity between June 30 and November 1 of their first year of retirement and additional \$8,750.00 paid into into their Section 403(b) tax sheltered annuity between June 30 and November 1, of the second year of retirement. This provision is applicable to administrators who have ten (10) years or more of service to



the district at the time of retirement.

Unit members retiring after June 1st, 2022 shall be paid \$65 for each accumulated unused sick day up to the maximum of 200 days. This payment shall be made into a Section 403(b) tax sheltered annuity between June 30th and July 1st in the year of retirement.

## **16. PROFESSIONAL EVALUATION**

Webutuck principals shall be evaluated by the Superintendent. The evaluation shall be conducted according to the agreed upon APPR plan.

## **17. TUITION FREE ATTENDANCE**

The children of administrators who live outside the District shall be allowed to attend the schools of the District without payment of tuition..

## **18. GRIEVANCE PROCEDURE**

SECTION 1. A grievance is an alleged violation of the terms of the negotiated agreement between the Board of Education and the Administrative Association.

SECTION 2. An aggrieved situation within the Association is to be presented directly to the Superintendent. A grievance must be filed with the superintendent within ten (10) business days of the alleged violation.

SECTION 3. If the grievance is not resolved informally it shall be reduced to writing and presented to the Superintendent. Within five (5) school days after the written grievance is presented to him/her, the Superintendent shall without any further consultation with the aggrieved party, render a decision thereon, in writing.

SECTION 4. If the aggrieved party is not satisfied with the written decision received, he or she may appeal the decision within ten (10) days to the Board of Education. The appeal in Section 4 must contain a statement from the aggrieved party of the reasons for the appeal plus copies of previous appeals and decisions. Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance.

The aggrieved party shall have the right to:

A. Obtain legal representation; and/or

B. Appoint two additional persons to sit in Council; and

C. Have a tape recording of the proceedings kept and made available to members of the Board, the aggrieved party, and his representatives within 48 hours. The cost of such tape recordings is to be shared equally by the aggrieved party and the Board.

SECTION 5. Arbitration

A. If the aggrieved party is not satisfied with the written decision issued by the Board of Education, the

Association may submit the grievance to final and binding arbitration by filing a written notice with the Board of Education Clerk within ten working days of the date that the written decision was received by the aggrieved party. An arbitrator shall be selected mutually by the parties. The grievance will then be processed in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules. Any decision of the arbitrator shall be final and binding and shall be rendered in accordance with this Agreement. The cost of the arbitrator will be shared equally by the parties.

B. Failure to proceed in accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal, unless the time has been extended by written mutual consent.

C. The arbitrator shall have no authority to add to, subtract from, or otherwise modify this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

## **19. COLLECTIVE NEGOTIATIONS**

The Board and the Association agree to negotiate in good faith in an effort to reach a mutually satisfactory agreement on the terms and conditions of employment of administrators. Negotiated agreements arrived at shall be reduced to writing and signed by the parties.

Negotiations for future contracts shall commence no later than April 1st of the last year of this Agreement. All negotiation meetings shall be held at a mutually convenient place, time and date. The terms and conditions of this Agreement shall remain in effect until altered by mutual agreement in writing.

The Board and the Association may be represented by teams of negotiators consisting of not more than three representatives or members and one legal counselor. Neither party shall have control over the selection of the negotiators or bargaining representatives of the other party. Other persons who have special knowledge or information desired by either side may be invited to attend negotiation meetings.

The Board shall make available records, information, and substantiating data which are directly related to a topic under negotiation. A copy of the Annual School Budget and the Annual Financial Report will be made available to the Association when made available to District residents.

The Board agrees not to negotiate with any individual employee, employee group or organization, other than the Association regarding the terms or conditions of employment of employees represented by the Association.

## **20. INTENT OF COMPLIANCE**

The undersigned, an employee covered under this Collective Bargaining Agreement, has read this agreement, which has been approved by the Board and the Association for the period of July 1, 2022 through June 30, 2026, and warrants that all members of the bargaining unit agree to abide by this Agreement as a condition of employment. The undersigned acknowledge that membership in the Association is not obligatory, but that the

Association is the sole bargaining agent for the members of this unit.

**21. PROFESSIONAL DUES**

The District agrees to pay the SAANYS dues for any position covered in this agreement.

**22. DURATION OF AGREEMENT**

This agreement shall continue in full force and effect from July 1, 2022 through June 30, 2026, and from year to year thereafter until a written notice is given by either party to the other hereto at least sixty (60) days prior to June 30, 2026, or any year thereafter in which event the Agreement shall terminate on such expiration date.

**Signatures:**

Jennnifer Hengen, WAA President \_\_\_\_\_ Date\_\_\_\_\_

John Caporata, SAANYS Representative \_\_\_\_\_ Date\_\_\_\_\_

Judy Moran, BOE President \_\_\_\_\_ Date\_\_\_\_\_

Raymond Castellani, Superintendent \_\_\_\_\_ Date\_\_\_\_\_