

AGREEMENT

BETWEEN THE

SPACKENKILL ADMINISTRATORS' ASSOCIATION

AND THE

SPACKENKILL UNION FREE SCHOOL DISTRICT

July 1, 2016 through June 30, 2020

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Article I **Recognition**

Section 1.

The Board recognizes the Spackenkill Administrators' Association (hereinafter referred to as either the "SAA" or the "Association") as the sole and exclusive bargaining unit for and on behalf of the following position titles within the Spackenkill Union Free School District (hereinafter referred to as the "District"): Principal; Assistant Principal; Director of Athletics, Health and Physical Education, and Dean of Students.

Section 2.

SAA agrees and affirms that it does not have and will not assert the right to strike against the Spackenkill Union Free School District, to assist or participate in a strike, or to impose an obligation to conduct, assist or participate in such a strike.

Article II **Definitions**

Section 1.

The term "twelve month" administrator shall mean that administrator who regularly works twelve months per year; five days per week.

Section 2.

The term "eleven month" administrator shall mean that administrator who regularly works eleven months per year; five days per week. The work year schedule shall be mutually agreed upon by the A.P. and the Principal of the Building to which the A.P. is assigned. In addition to the eleven month administrator's regular job responsibilities, he/she will be responsible for overseeing the District's Summer School Program, which includes the opening and closing of the Program. Should there be a period where the 11 month administrator is scheduled off during the District's Summer School Program, then the Administrator who assumes the responsibilities of overseeing the District's Summer School Program shall be compensated at a rate of \$700.00 per week for assuming these additional responsibilities.

Section 3.

School vacation periods shall mean Holiday Break, Mid-Winter and Spring vacations.

Article III

Vacation Leave

Section 1.

All 12 month full-time administrators shall be entitled to twenty-five (25) vacation units accumulated to a maximum of eighty (80). The eleven month administrator shall receive his/her annual allotment of vacation units on a pro-rated basis. If the maximum accumulation of eighty (80) vacation units has been reached, an administrator may receive the value of up to ten (10) units yearly over the maximum accumulation as an employer non-elective 403(b) contribution. Before eighty (80) units have been accrued, an administrator may, on an annual basis, receive the value of up to five (5) days, as an employer non-elective 403(b) contribution regardless of the number of days used.

For the period of July 1, 2016 through June 30, 2020: (a) if the maximum accumulation of eighty (80) units has been reached, an administrator may receive the value of up to fourteen (14) units yearly over the maximum accumulation as an employer non-elective 403(b) contribution; and (b) before eighty units have been accrued, an administrator may, on an annual basis, receive the value of up to nine (9) days, as an employer non-elective 403(b) contribution regardless of the number of days used.

Section 2.

Administrators shall make every effort to use vacation leave when school is not in session, and in no event shall an Administrator take more than two days when school is in session, unless otherwise approved by the Superintendent due to extenuating circumstances.

Normally, each vacation day taken uses one vacation unit. However, twelve month administrator may use vacation units during Christmas recess, winter recess, and/or spring recess and will be charged for one-half (.5) unit per day of vacation up to five (5) vacation units during these periods. Beyond five (5) vacation units will be charged at the normal rate of one (1) vacation unit used per day of vacation. This provision shall not apply to an eleven month administrator.

Section 3.

At any time after reaching age 52 and ten (10) years of service in the district, an administrator may convert all or part of his accumulated vacation units to an employer non-elective 403(b) contribution at the rate of .05 X current monthly salary per vacation unit converted. The career limit on such conversion is eighty (80) vacation units.

Section 4.

A maximum of up to eighty (80) accumulated vacation units may be converted to an employer non-elective 403(b) contribution upon an administrator's resignation or retirement unless converted previously under Section 3.

Section 5.

In regards to the employer non-elective contribution into a 403(b) account set forth in Sections 1, 3 and 4, the parties will execute a specific Memorandum of Agreement regarding the non-elective 403(b) plan.

Article IV
Health Benefits and Insurance

Section 1.

- A. Health insurance benefits will be made available to all administrators in the DEHIC Alternate PPO Plan or other equivalent program approved by the Board of Education. The following states the premium contribution rate from the district:

<u>Contract Year</u>	<u>Premium Contribution Rate</u>
Effective 7/1/13	88% (No Change)
Effective 6/30/15	87%

Effective November 1, 2016, the District shall offer the DEHIC EPO 20 plan option to unit members. Effective July 1, 2016, the District's maximum health insurance contribution for unit members, regardless of the plan selected, shall be 94% of the cost of the applicable premiums of the EPO 20 plan. Effective July 1, 2017, the District's maximum health insurance contribution for unit members, regardless of the plan selected, shall be 93% of the cost of the applicable premiums of the EPO 20 plan.

- B. Employees who are otherwise insured may voluntarily opt out of the District Health Insurance Program. Effective prior to implementation of the EPO 20 plan: Employees opting out will receive payment of \$2,500, provided at least two (2) members voluntarily opt out. In the event only one (1) unit member voluntarily opts out, the payment shall be \$1,450.

Effective upon implementation of the EPO 20 plan: Employees opting out will receive an annual payment of \$5,000, provided at least two

(2) members voluntarily opt out. In the event only one (1) unit member opts out, the annual payment shall be \$4,000. In addition, the buyout shall be pro-rated in the event the unit member opts out for less than a full year.

Payment will be made in semiannual installments of fifty percent (50%) in January and June each year.

If a unit member provides evidence that his/her spouse/domestic partner's employer provides a larger buyout, and has not received a buyout from Spackenkill in either of the previous two years, the District will pay \$150 more than the buyout provided by the spouse/domestic partner's employer. In no event shall the buyout exceed 50% of the cost of the premium. One half of the payment shall be made by January 15 of each year and the balance paid by the end of the school year.

Section 2.

Twelve month administrators shall be entitled to eighteen (18) sick days leave per year, accumulative to two hundred forty (240) days. The eleven month administrator shall receive his/her annual allotment of sick days on a pro-rated basis. Upon retirement, any accumulated sick leave days up to a maximum of thirty (30) sick days at the rate of .05 x current monthly salary will be included in the non-elective 403(b) in lieu of cash payment. The value of the remainder of any unused sick leave upon retirement, at the employee's per diem rate of pay, shall be placed into a constructive trust established by the District, and shall be used to pay for the employee's retiree health insurance premium costs until such trust is exhausted.

If an employee: (1) has accumulated 90 sick leave days; (2) scores in the effective or higher level on the rubric (for principals) or on goal evaluation (for other unit members) in the two years immediately prior to resignation; and (3) resigns from the District for purposes other than retirement, he/she shall be entitled to an IRC Section 403(b) non-elective contribution in the amount of up to a maximum of ten (10) sick days at the rate of 0.5 x current monthly salary.

Section 3.

Dental insurance benefits will be provided at a cost not to exceed \$900.00 per administrator per year.

Section 4.

Term Life Insurance will be provided in the amount of \$100,000 per administrator, with additional coverage included for spouses (\$5,000) and children (\$2,500 per child).

Section 5.

Domestic Partners shall be covered under the Family Plan with the following understandings:

- A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partner relationship for a period of not less than one year. The unit member's domestic partner may not have a spouse covered under his or her enrollment and still be eligible to cover a domestic partner.
- In order to establish that a domestic partnership exists for purposes of obtaining coverage, the domestic partners must execute a Domestic Partner Affidavit in accordance with the guidelines developed by the New York State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.

Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least one year prior to the date of application for enrollment in any sponsored plan. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage.

- Registration for Domestic Partner coverage shall be done annually. Termination of the relationship shall be reported to the District within thirty (30) days. A two (2) year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership document, until a new domestic partner can be deemed eligible for coverage.
- A unit member applying for Domestic Partner coverage shall be responsible for all federal and state income tax payments.

Section 6.

Secondary automobile insurance coverage is provided for an administrator's vehicle when in use for official district business.

Section 7.

The district will provide a disability insurance plan providing 60% of monthly salary to a maximum of \$5,000 per month on salaries up to \$100,000 after a ninety (90) day waiting period.

Section 8.

The district will provide a vision insurance plan for individual and family coverage.

Section 9.

Upon retirement, any administrator who has ten (10) years of service to the district will be entitled during his/her lifetime to the payment by this district of seventy-five (75%) percent of individual coverage and fifty (50%) percent of family coverage of the DEHIC Insurance program or other equivalent program approved by the Board of Education.

Section 10.

Upon retirement, any administrator who has ten (10) years of service to the district will be entitled during his/her lifetime to the payment by this district of life insurance benefits as per this administrative agreement and subject to life insurance regulations.

Article V
Other Benefits

Section 1.

Administrators may elect to contribute to tax shelter annuities of their choice available to the school district. Additionally, the District and the Administrators agree that the district will establish a non-elective 403(b) and a 457 plan for sick leave termination pay at retirement pursuant to this contract.

Section 2.

Unit members shall receive four (4) personal leave days per year, not charged against sick leave. Personal leave may be used for religious holidays and personal business that can only be conducted during normal business hours. Unit members shall not have to disclose the exact nature of the business to be conducted. The Superintendent may grant reasonable leave time beyond the four days to any administrator for such purposes as illness in the immediate family, bereavement, attendance at professional

meetings, and specific personal business which cannot be done outside the school day. Such requests shall be made as far in advance as is reasonably possible with reasons stated. Immediate family shall be defined as mother, father, spouse, son, daughter, sister, brother, immediate in-laws, domestic partner, aunt, uncle, grandmother, grandfather, and all relatives of the employee residing with the employee.

Section 3.

The District will reimburse unit members for graduate course work in a doctoral program in the field of education which are taken after being tenured as an administrator in the District, provided such graduate work has been pre-approved by the Superintendent. The reimbursement shall be at the in-state rate per graduate credit for the Doctoral Program – School of Education at SUNY Albany.

Section 4.

A lump sum of \$500 (non-salary) will be provided to each administrator for discretionary expenditures on an annual basis. Permissible discretionary expenditures are those expenditures that, in the view of the administrator, are required to fulfill the duties and responsibilities of that administrator's office. These include but are not limited to: mileage reimbursement for work related mileage; travel and meals associated with attendance at meetings, and approved conferences or training programs; the purchase of meals, including tax and tip, when the administrator's work day extends past meal times such as when an administrator chooses to remain at work through the dinner hour to attend or participate in an evening meeting or event; and refreshments for meetings or event participants. All meals and travel reimbursement amounts shall be governed by Board Policy.

Section 5.

Salary and Other Benefits

Section 5.

Benefit Menus

The following is a list of benefits each administrator may choose among each year up to the \$5,550 base amount:

- Increase of medical reimbursement.
- Provide for health/wellness aids.

- Increase dental benefit beyond \$900.
- Tax shelter annuity contribution.
- Purchase of additional life insurance upon life of the administrator.
- Purchase long term care insurance.
- Provide for cell phone or internet use for business purposes.

The \$5,550 base amount shall be increased to \$5,850 effective July 1, 2017.

Salary

Salary Changes for Administrators shall be increased as follows:

<u>Year</u>	<u>Increase</u>
2016-2017	2.25%
2017-2018	2.25%
2018-2019	2.25%
2019-2020	2.25%

All unit members on the District payroll as of July 1, 2016 shall receive an additional one-time salary increase of \$2,000.

Section 6.

Stipends

- Doctoral Stipend – A stipend of \$2,000 will be paid on an annual basis to those administrators who successfully complete a doctoral program and are awarded the doctoral degree from an accredited institution. This stipend shall not be added to base salary.
- Tenure Recognition – Each administrator is entitled to an annual stipend of \$5,000 after the award of tenure. This stipend shall not be added to base salary.
- Longevity – Full-time administrators shall receive a longevity increase as follows:

After 6 years	\$3,000
After 8 years	\$2,750
After 11 years	\$2,500
After 16 years	\$2,500

Longevity payments shall be continuous and cumulative. Longevity shall not be added to base salary.

Section 7.

Health Insurance Retirement Pool

When eligible according to an individual administrator's retirement tier and in accordance with state regulations and procedures, an administrator may apply 1/3 of accumulated sick time from the pool but not to exceed 75 days towards a personal pool to draw upon to supplement payment of premiums for their health insurance while in retirement equal to the pool's value to pay for his/her contribution toward health care in retirement.

To establish the pool, the administrator's association agrees to donate the 75 days from their accumulated sick leave. In the event that days remain in the pool at the expiration of this contract, remaining days may be carried forward, however, at no time can the pool minimum be less than the amount of days that could be converted by an individual or individuals throughout the term of an agreement.

Section 8.

Effective July 1, 2016, an administrator who is assigned by the District to serve as a mentor for a new administrator for the new administrator's first year with the District shall receive a stipend of \$1,500. The Superintendent and the Union agree to meet prior to the end of the year to discuss whether there is a continued need for a mentor in the second year of employment. A mentoring handbook shall be put in place by October 1, 2016.

Section 9.

In the event that an administrator is required to be present to supervise a suspended student assigned to the After School Tutoring Program, he/she shall receive a \$95 stipend for each two-hour session (pro-rated if less than two hours).

Section 10.

The District shall provide the Director of Health, Physical Education and Athletics with a stipend of \$2,750 to serve as an external evaluator for the 2016-2017 school year. The stipend will increase by 2.25% each year for the remainder of the contract. The external evaluator shall be assigned to perform up to sixty (60) formal observations and/or walk through observations of District teachers that are not in the Health or Physical Education departments. In the event the incumbent Director of Health, Physical Education and Athletics leaves the District, the parties agree to meet and mutually agreed on a replacement lead evaluator (if any).

Article VI

Grievance Procedure

Section 1.

Basic Principles

The intent of the following procedures is to provide for the orderly settlement of differences in a fair and equitable manner. It is the policy of the Board of Education and the Association to encourage that all grievances be resolved at their earliest possible stage. Efforts will be made to expedite all processes. Both parties recognize that the procedures must be available without any fear, reprisal, discrimination, or interference. Therefore, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the 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.

Section 2.

Definitions

- A. "Grievance" is any alleged violation of this agreement or any dispute with respect to the meaning, application, or violation of the terms and conditions of employment as set out in this agreement.
- B. "Aggrieved Party" shall mean any administrator or any group of administrators in the Association.
- C. "Party of interest" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

Section 3.

Submission of Grievance

- A. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party. Such form shall be submitted to the district no later than thirty (30) working days from the date that the alleged act occurred or from the date the administrator knew or should have known that the alleged act occurred.
- B. All factual information concerning the grievance shall be presented at the initial stage of the grievance. Review of the grievance at all subsequent steps in the procedure shall be limited to the facts presented in the written statement of the grievance and at the first hearing held on the grievance.
- C. An administrator or group of administrators may submit grievances which affect them personally. The administrator may submit any grievance which affects any administrator of the administrative unit.
- D. A grievance shall be presented to the Superintendent of Schools.

Section 4.

Procedure

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the Superintendent of Schools. If the grievance is not resolved informally, it will be reduced to writing as required by section 3.A hereof and submitted to the Superintendent of Schools.
- B. The Superintendent of Schools shall respond in writing within five (5) working days to each written grievance received. If an aggrieved party is not satisfied with the response of the Superintendent of Schools or if no response is received within five (5) working days after submission of a grievance, such aggrieved party may submit a copy of the grievance to the Board of Education.
- C. In the event the aggrieved party is not satisfied with the decision of the Superintendent of Schools, the grievance will be submitted in writing to the Board of Education. If the aggrieved party desires a hearing, a

request for such hearing shall be submitted to the Board at the time the grievance is submitted to the Board, in which case, the Board may, in its discretion, grant the request to hold a hearing. Such hearing, if granted, will be held within ten (10) working days after receipt of the grievance and request for hearing, at a time and place mutually agreeable to the parties. Within fifteen (15) working days after a grievance is fully submitted, the Board shall render a decision in writing to the aggrieved party.

D. The decision of the Board of Education shall be final and binding.

Article VII

Dean of Students

The following provisions are applicable to the 0.5 FTE Dean of Students position:

- Article I
- Article II
- Article III, Section 1, pro-rated as follows: 10 days of vacation pay per year up to a maximum of 33 days to be accumulated. Up to 6 units may be contributed to a non-elective 403(b) if the maximum has been reached. If the maximum (33) has not been reached he/she may elect to have up to 4 days as an employer non-elective 403(b) contribution.
- Article III, Section 3, pro-rated as follows: career limit is 33 days
- Article III, Section 4, pro-rated as follows: career limit is 33 days
- Article III, Section 5
- Article IV, Section 2, pro-rated as follows: (1) 7.5 days of sick leave per year up to a maximum of 100 days to be accumulated; (2) Upon retirement, up to 12.5 unused sick leave days at the rate of 0.5 x currently monthly salary will be included in the non-elective 403(b); and (3) Upon resignation, if have 33 sick leave days accumulated, and scores in the effective or higher level on the goal evaluation in the two years immediately prior to resignation, he/she is entitled to 403(b) contribution in the amount of up to 4 days at the rate of 0.5 x current monthly salary.
- Article IV, Section 6
- Article V, Section 1
- Article V, Section 2, pro-rated as 2 days
- Article V, Section 4, pro-rated as follows: annual amount of \$210
- Article V, Section 5, pro-rated as follows: \$2,325 effective July 1, 2016 and \$2,440 effective July 1, 2017

- Article V, Section 6, pro-rated as follows: 6 years \$1,250
8 years \$1,150
12 years \$1,050
16 years \$1,050
- Article VI
- Article VIII
- Article IX
- Article X

The schedule of the 0.50 FTE Dean of Students may be flexed based on either the operational needs of the District or the request of the Dean of Students. Any request to flex the schedule must be approved in advance by both the Superintendent or his/her designee and the Dean of Students.

Notwithstanding any modification in schedule, the Dean of Students must still provide the District with a 0.5 FTE schedule.

Article VII **Board of Education Meetings**

The District will require two (2) administrators to attend each Board of Education meeting. The attendance of administrators may be on a rotating basis. The Athletic Director shall not be included in the rotation of elementary and secondary administrators, but shall be required to attend any Board of Education meeting at which issues relating to the athletic program will be discussed or at which athletic awards will be granted.

Article VIII **Mandatory Legislative 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article IX **Savings Clause**

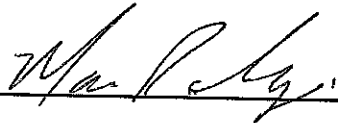
If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is or shall be at any time contrary to

law, Federal or State, or shall be found to be invalid by a decision of a court of competent jurisdiction, then such provision, or application, shall be no longer in force and effect except to the extent provided by law, but the remainder of this Agreement shall continue in full force and effect.

Article X

Duration

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6 day of September, **2017**.



President, S.A.A.



President, Board of Education