

AGREEMENT

BY AND BETWEEN

AVERILL PARK CENTRAL SCHOOL DISTRICT

AND

AVERILL PARK ADMINISTRATORS ASSOCIATION

July 1, 2018 – June 30, 2023

**Recognition:** The Board recognizes the Averill Park Administrators Association (hereinafter referred to as the “Association”) as exclusive bargaining agent for all matters of procedure and negotiations relating to the collective bargaining contract or as required by law. The Association shall consist of K-12 Principals, Assistant Principals, Director of Special Education, Director of Professional Development and Teacher Evaluation and Athletic Director.

**Philosophy:** The Board of Education and the Association share the strong belief that their primary function is to provide the maximum educational opportunities to every child attending Averill Park Central School District. The Board of Education also recognizes the need for and the value of educational leadership to insure that the educational goals of the Board, teachers, parents and students are reached. The Association shares with the Board the common responsibility for working toward mutual understanding, cooperation, and effective communication at all levels of the school district.

**Article I. General Operating Procedures**

In order to provide the Board of Education with information, Association members are invited to attend all Board meetings. Normally, one secondary and one elementary administrator will be scheduled to attend and participate at all Board meetings as necessary. Advance agenda, proposed policies, and related information will be forwarded to the administrators prior to the Board meeting. Association members may be invited to provide information during executive sessions of the Board.

Operating within the policies, rules and regulations of the Board of Education, written directives of the Superintendent of Schools, terms of agreements with negotiating units, and their job descriptions, Association members shall have general supervision over their area of responsibility.

In order to provide an opportunity to discuss items of mutual concern, there will be group meetings of Associations members with the Superintendent of Schools as needed. An agenda will normally be provided for each meeting and the Association members will be invited to submit items for the agenda.

## **Article II. Grievance Procedure**

1. It is the policy of the parties that all grievances should be resolved informally at the earliest stage of this grievance procedure. In the event a determination is not timely made at one step, the grievant may initiate the appeal to the next step. A grievant may be represented by an Association Representative at any state of the process.
2. Definitions:
  - a. "Grievance" is a claimed violation of a provision of this collective bargaining agreement
  - b. "Day" is a calendar day
3. Time Limit: A grievance must be commenced within thirty (30) days of when the Association member knew or should have known of the alleged violation of the agreement. Any grievance not filed within this time period is waived.
4. Process:
  - a. Step 1: The grievance shall be submitted to the Superintendent of Schools in writing setting forth the identity of the aggrieved party(ies), provision(s) of the collective bargaining agreement allegedly violated, the facts and circumstances underlying the grievance, and the remedy sought. The Superintendent may meet with the grievant and Association Representative to further discuss the grievance. The Superintendent shall issue a decision in writing within ten (10) days of receipt of the grievance, or if a meeting is held, within ten (10) days of the meeting to discuss the grievance.
  - b. Step 2: If the grievant and Association are not satisfied with the determination of the Superintendent, the grievant may appeal to the Board of Education by submitting a written request to the District Clerk. The grievant shall attach all materials related to the grievance and a written explanation of why the grievant is not satisfied with the determination of the Superintendent. At the next regularly scheduled meeting of the Board of Education, the grievant and Association Representative will meet with the Board in executive session on the grievance to present their grievance. Following such presentation, the grievant and Association Representative shall be excused so that the Board may discuss and determine the matter. Within ten (10) days of this meeting, the Board shall issue a written determination. This determination shall be final and binding on all parties.

## **Article III. Evaluation of Administrators**

Formal and informal evaluation of Association members shall be directed toward assisting members in improving performance and carried out as openly as possible. The Superintendent of

Schools or their designee shall evaluate Principals, The Director of Special Education, the Director of Professional Development and Teacher Evaluation and the Athletic Director. Assistant Principals shall be evaluated by their respective principals.

Evaluation of principals shall be conducted in accordance with the Averill Park Central School District approved Plan for Annual Professional Performance Reviews and applicable state law. {Appendix "A"}

Exclusive of confidential reference information, written materials, including evaluation reports, will not be placed in an Association member's personnel file nor submitted to the Board of Education until the member has had the opportunity to examine the materials for at least one working day, discuss the materials with the Superintendent of Schools and/or the person preparing the materials, and respond in writing. Written responses, at the discretion of the member, may be included in the personnel file.

An Association member shall have the right to review, in the company of a representative of his/her choice if he/she desires, the contents of his/her file exclusive of confidential reference information and to make copies of any non-reference document therein. An Association member may request a substantiation of items included in his/her evaluation.

#### **Article IV. Extended and Unpaid Leaves of Absence**

Leaves of absence of up to two years will be granted to an Association member joining the Peace Corps or similar organization; one year for service as an exchange teacher/administrator. A leave of absence of up to one year may be granted by the Board for personal reasons. A leave of absence of two years will be granted to any tenured Association member whose personal illness or injury extends beyond the period covered by his/her accumulated sick leave. Additional leave time may be granted, upon recommendation of the Superintendent of Schools, at the discretion of the Board of Education. All leaves normally will begin and end at the beginning or end of a ten month school year, unless otherwise previously approved by the Board of Education.

Notification of intent to return from an approved leave must be submitted in writing to the Superintendent of Schools no later than March 1<sup>st</sup> of the school year during which the leave occurs.

These leaves of absence shall be without pay, benefit credits, or increment, nor shall time spent on leave count as part of the time required for probationary service. Upon return from leave, an Association member will be granted all benefits to which he/she was entitled when the leave commenced and be returned to the same position, if available, or if not, to a substantially equivalent position. An Association member having served at least 80 school days in the school year in which the leave commenced shall receive salary increases the same as would have been granted had the year been completed.

#### **Article V. Paid Leaves of Absence**

Upon advance written approval of the Superintendent of Schools, paid leave will be granted for the following purposes:

1. Time necessary for visiting other schools, attending meetings, or conferences of educational nature
2. Time necessary for legal proceedings connected with the Association member's employment, jury duty, subpoenas issued in matters in which he/she is not personally involved, or employment at the request of the Stat Education Department.

Any money received by an Association member for services performed, as a direct result of reasons 1 and 2 above will be deducted from the salary due him/her.

3. Up to ten days per year in the event of the death or serious illness of a relative residing with the Association member, or of a member's spouse, domestic partner, child, children-in-law, parent, parent-in-law, sibling, grandchildren, or grandparent. The Superintendent may require a statement from the family member's attending physician as to the need for an Association member to take time for health related reasons.
4. Up to three days per year for personal reasons which can only be accomplished when school is in session. Normally the notice to use personal leave shall be conveyed to the Superintendent two days before such leave is to take place.

#### **Article VI. Sick Leave**

Association members shall be credited with 15 days of sick leave annually on July 1<sup>st</sup>. Association members may accumulate up to 300 days of unused sick leave. Unused personal leave shall convert to accumulated sick leave at the end of each year. The Superintendent of Schools may require a physician's statement when an illness exceeds two days.

Each Association member may contribute one day of sick leave per year to a pool that can be used to provide additional leave to a member with more than one year of service in the district in the event the member exhausts his/her sick leave. The Superintendent of Schools and Association President will work together in determining the allocation of sick leave from this pool.

When Association members have accumulated 30 days of sick and personal leave; they may make one of the following choices:

1. Days of sick and personal leave not used that year may be added to their accumulation
2. In place of the accumulation for that year, Association members may receive a payment for each day not used, payable by the District by June 30 at \$100/day

Those with accumulations of 300 days may choose option "B" above and begin the new school year with 300 days to their credit.

Upon separation from the District (exclusive of Article XII) Association members will be remunerated for accumulated unused sick leave at the rate of \$100/day. The funds will be paid as a non-elective employer contribution to the member's designated 403b account.

All paid sick, vacation and personal leave provided under this Agreement shall be pro-rated for any partial year the member works. For example, an administrator commencing employment during a year would receive a pro-rated initial allotment of paid leave; and an administrator leaving during a year would only be entitled to the pro-rated portion of paid leave for that final year.

All leave credits will be pro-rated for any member appointed for less than a 12-month assignment per the chart below:

	<u>11 Month</u>	<u>10 Month</u>
Sick Leave	14	13
Vacation	23	21
Personal	3	3

**Article VII. Work Schedule**

1. Vacation Leave: All Association members shall be entitled to 25 days of vacation, exclusive of the District's published holiday schedule. These vacation days may be scheduled when school is not in session (i.e. summer recess, school recess, snow day) by notification to the Superintendent and at other times during the school year with permission of the Superintendent.
  - a. If the Superintendent of Schools directs an Association member in writing to work during the member's scheduled vacation time, the member shall be paid his/her per diem rate for each day worked. Should any Association member be unable to utilize his/her vacation days during the school year, the member shall be able to accrue five days up to a maximum of 30 days at his or her option. This is in addition to the annual credit of 25 days per year.
  - b. Individuals who were members of the Association prior to July 1, 2018 are eligible to annually cash in up to three (3) days of unused vacation leave at the member's per diem at the conclusion of each year. In order to exercise this right of cash in for vacation leave, the Association member must notify the Superintendent of Schools, or his/her designee, no later than June 1<sup>st</sup> of the school year of payment.
  - c. Any unused vacation days which are not cashed in or carried forward in accordance with this provision shall be added to the Association member's accrued sick leave.
2. Holidays: Members shall have as holidays those listed on the annual school calendar which occur during their work year.

## **Article VIII. Administrator Payroll Deductions**

Payroll deductions will be available to Association member for the following:

1. Employee Credit Union
2. Tax-sheltered Annuities (403b Plan)
3. United States Savings Bonds
4. United Way Community Fund
5. New York State Deferred Compensation Plan (457 Plan)

## **Article IX. Benefit Package**

Beginning July 2018, the District will make an annual non-elective contribution of \$2,500 towards each unit members' 403b account and each July thereafter, in accordance with any applicable law.

This benefit is available annually until the member completes twenty-five (25) years of service with the District, at which time the member shall be eligible for a twenty-five (25) year longevity payment in the amount of \$2,500 which shall become part of the member's base pay in lieu of this non-elective contribution.

This benefit is only available to individuals who were a member of the Association prior to July 1, 2018.

Payments under this provision will be pro-rated for any member appointed for less than a 12-month assignment.

## **Article X. Professional Development**

1. The District will provide \$11,000 annually to be used at the Association's discretion to pay member's SAANYS dues and other professional memberships as determined by the Association.
2. Conferences approved in advance by the Superintendent of Schools will be paid for by the district.

## **Article XI. Reimbursement**

Association members shall be reimbursed up to a maximum of \$300.00 for bodily appurtenances and clothing not covered by Worker's Compensation which have been damaged or destroyed as a result of an assault suffered by a member while exercising the administrator's duties. Items damaged, as a result of personal negligence by the Association member shall not be subject to reimbursement.

Within the funds provided by the Board of Education, Association members, which approval of the Superintendent, may attend professional conferences. Approved expenses for travel, meals, lodging and registration fees shall be appropriate expense of the District, but all expenses must be

estimated in the application for attendance at the conference and actual expenses may not exceed the expenses without the approval of the Superintendent.

## **Article XII. Health Insurance and Dental & Vision**

Under the terms of this Agreement, the school district shall make available group health insurance for each member employed and their eligible dependents, spouses, including domestic partners, as defined by the insurance carrier.

1. All Association members agree to contribute 20% of the total premium. The school district will pay 80% of the premium. All contributions shall be deducted from their regular pay.
2. Effective July 1, 2018, the District will offer to the members the following health plans: CDPHP EPO and Blue Shield PPO (815)
3. The member will pay the employee share towards the premium of the “base plan” which shall be the Capital District Physicians Health EPO Plan.
4. Any member selecting or continuing a plan with a more expensive premium shall pay one hundred percent (100%) of the additional cost of that plan above the base plan in addition to the employee contribution towards the base plan. Any member selecting a plan with a less expensive premium shall contribute the same percentage of that premium as paid towards the base plan. The intent of this provision is to have the District’s contribution towards the health insurance premium be no more than its share of the premium of the base plan.
5. Full-time members who are eligible for health insurance coverage through the District (except employees whose spouses are also eligible for coverage) may elect not to participate in the District’s health insurance plan and provide his/her own health insurance. Members electing this option will receive a payment in the amount of \$1,500, paid at the end of each fiscal year or at the time of their separation from employment with the District. The payment will be pro-rated for any partial years of employment or participation in this option.
6. Association members, upon retirement, will pay the percentage of their health insurance premium in the same amount as was paid for an individual plan at the date of retirement plus 65% of their dependents’ coverage. Association members hire after August 30, 1989 will be eligible for this benefit upon completion of ten (10) years of service with the district. Retirees with less than ten (10) years of service may continue with the district’s group plan by paying the full premium. (Retirement means eligible for and participating in the N.Y.S. Teachers’ Retirement System.)
7. Effective July 1, 2018, the District will pay seventy-five (75%) of the premium for Dental and Optical Insurance to full-time employees. The Dental Plan will be The Guardian (Dental Guard Maximum Rollover Split Value Program) or comparable. The Vision Plan

will be the Guardian (Davis Vision Plan Designer-Premier Full Feature Program) or comparable.

**Article XIII. Mileage**

Mileage rates will be kept equal to the guidelines set forth by the Internal Revenue Service. Only mileage accumulated outside the school district will be submitted.

**Article XIV. Teacher on Leave**

Association members who are on leave from a tenured teaching position in the Averill Park Central School District will receive full credit for their years of service to the District once they vacate their teaching position to become a member of the Association.

**Article XV. Tuition Waiver**

Association members residing outside the district may request to have dependent(s) attend the Averill Park Central Schools, on a tuition free basis. However, members who have dependent(s) who are already eligible to attend Averill Park schools by virtue of their resident status in districts that have non-resident tuition agreements with the Averill Park Central School District shall continue to have such tuition paid by the resident school district under such non-resident tuition agreement. Members whose dependents attend the District tuition free are responsible for providing transportation to and from school and assume responsibility for having their children supervised until they can complete their administrative responsibilities, and that care of the dependent(s) does not interfere with after school professional responsibilities.

**Article XVI. Salary Schedule**

Salary Schedule: The salary schedule is attached hereto as Appendix “B”. There shall be a three-thousand dollar (\$3,000) increase to the salary schedule for Association members for the 2018-2019 school year, a three-thousand dollar (\$3,000) increase for the 2019-2020 school year, a three-thousand dollar (\$3,000) increase for the 2020-2021 school year, a three-thousand dollar (\$3,000) increase for the 2021-2022 school year, and a three-thousand dollar (\$3,000) increase for the 2022-2023 school year.

The salaries in Appendix “B” also include certain longevity payments in accordance with the following schedule:

1. Upon completion of five (5) years of service in the district, Association members will receive a longevity payment of \$1,000.
2. Upon completion of ten (10) years of service in the district, Association members will receive an additional longevity payment of \$2,300.
3. Upon completion of fifteen (15) years of service in the district, Association members will receive an additional longevity payment of \$2,300.

4. Upon completion of twenty (20) years of service in the district, Association members will receive an additional longevity payment of \$1,000
  
5. Upon completion of twenty-five (25) years of service in the district, Association members will receive an additional longevity payment of \$2,500. For individuals who were members of the Association prior to July 1, 2018, this longevity payment will be in lieu of the District's non-elective deferral payment of a \$2,500 contribution to the member's 403b as set forth in Article IX. Individuals who become members of the Association after June 30, 2018 will be eligible for this longevity payment even though they are not eligible for payments as set forth in Section IX.
  - a. These longevity payments shall become part of the Association member's base salary.
  
  - b. Fix dollar salary increase and all longevity payments will be pro-rated for any member appointed for less than a 12 month assignment.
  
  - c. Longevity Credit: Association members with service as a teacher with the District immediately prior to commencing an appointment as an administrator, shall have such service as a teacher, so long as continuous and immediately prior to becoming an administrator, credited solely towards longevity and eligibility for health insurance in retirement under Article XIII.

**Article XVI. Provision Concerning Change**

The Board of Education and the Association hereby agree that the provisions of this agreement concerning Association members will not be changed without the consent of the Board of Education and the Association.

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 Dr. James Franchini, Superintendent

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 Denis Sibson, President - APAA

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 Date

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 Date