



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Newburgh Enlarged City School District and Newburgh Supervisors and Administrators Association (NSAA) (2007)**

Employer Name: **Newburgh Enlarged City School District**

Union: **Newburgh Supervisors and Administrators Association**

Local:

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

Expiration Date: **06/30/11**

PERB ID Number: **5740**

Unit Size: **54**

Number of Pages: **36**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD | 5740

AGREEMENT

BETWEEN

NEWBURGH SUPERVISORS AND ADMINISTRATORS ASSOCIATION

NEWBURGH ENLARGED CITY SCHOOL DISTRICT

JULY 1, 2007- JUNE 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

FEB 09 2010

ADMINISTRATION

54
[Handwritten signature]

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	1
ARTICLE II RECOGNITION.....	1
ARTICLE III DUES DEDUCTION.....	2
ARTICLE IV TERMS OF EMPLOYMENT	3
ARTICLE V LEAVES	8
ARTICLE VI GRIEVANCE PROCEDURE	12
ARTICLE VII N.S.A.A. RIGHTS.....	14
ARTICLE VIII BENEFITS	16
ARTICLE IX SUMMER SCHOOL	20
ARTICLE X MISCELLANEOUS	20
ARTICLE XI DURATION OF AGREEMENT.....	21
ARTICLE XII ADMINISTRATORS SALARY SCHEDULES.....	





ARTICLE I

1.0 **DEFINITIONS**

BOARD	Board of Education, Newburgh Enlarged City School District
ASSOCIATION	Newburgh Supervisors and Administrators Association
MEMBER	A member of the unit represented by the Association
DISTRICT	Newburgh Enlarged City School District

1.1 **PREAMBLE**

In order to effectuate the provisions of the Public Employees Fair Employment Act, this Agreement is made and entered into as of the 1st day of July, 2007 and expiring as of the 30th day of June, 2011, by and between the Newburgh Enlarged City School District (hereinafter referred to as "The District"), and the Newburgh Supervisors and Administrators Association (hereinafter referred to as "N.S.A.A.") over the terms and conditions of employment of the employees represented by the N.S.A.A.

The Board of Education of the Newburgh Enlarged City School District, New York has recognized the Newburgh Supervisors and Administrators Association as the exclusive collective bargaining representative for those employees in the unit defined in the article on recognition.

The parties to this Agreement acknowledge that it contains certain historical references that are noted in italicized print.

ARTICLE II

RECOGNITION

2.0 The Board has recognized N.S.A.A. as the exclusive collective bargaining representative of personnel employed in the classifications set forth below and any staff members, including new appointees, spending more than 50% of their time in the supervision of other staff members.

Principals, Vice-Principals, Assistant Principals, Directors, Coordinators.

The recognition of N.S.A.A. by the District and the listing of the positions above in no way limits or restricts the District from bringing a petition or any other action before the Public Employment Relations Board for the declaring of any and all positions enumerated as managerial and confidential.

ARTICLE III

DUES DEDUCTION

3.0 The District agrees to deduct from the salaries of its employees dues for the Newburgh Supervisors and Administrators Association and to transmit the monies promptly to the Treasurer of this Association. Authorization shall be in writing in the form set forth below:

Payroll Deduction Authorization

(PRINT)

LAST NAME FIRST INITIAL BUILDING

ADDRESS

To: Newburgh Enlarged City School District

I request and authorize you according to the arrangements made with the N.S.A.A. to deduct from my salary and transmit to the association treasurer, dues. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in this school system, or until withdrawn by written notice.

Newburgh Supervisors &
Administrators Association

Employee Signature

Date

3.1 N.S.A.A. shall certify to the Board in writing the current rate of its membership dues.

3.2 Deductions shall be made in the following manner:

The District agrees to make monthly payroll deductions for the Hudson Heritage Federal Credit Union, the United Fund, School Administrators Association of New York State, National Association of Elementary School Principals, National Association of Secondary School Principals.

The total annual membership dues for those designated professional associations, certified as mentioned above, such dues shall be deducted in twenty (20) equal installments. No later than the 15th day of September, N.S.A.A. shall (1) provide the Board with a list and the original signed dues authorization cards of those members who have voluntarily authorized the Board to deduct dues for the association named, and (2) forward at the same time to the respective associations a list of the members and their addresses who have elected payroll deductions for such associations.

The District, following each pay period from which a dues deduction is made, shall transmit the amount so deducted to the N.S.A.A. Treasurer.

A member may withdraw his authorization at any time by written notice received by the District at least two (2) weeks prior to the effective pay period.

A payroll deduction shall be made on behalf of the National Alliance of Black Educators, provided that the District's computer system can accommodate the same.

3.3 The District also agrees to make monthly payroll deductions for tax-sheltered annuities. Unit members may change their tax sheltered annuity company and/or deduction rate twice per calendar year, if allowed by law. The plan approved by the Association must meet the criteria established by the Internal Revenue Service; and must be adaptable to the District's payroll and accounting procedures. The funds deducted will be paid out to the appropriate agency in accordance with plans to be worked out cooperatively with the Association. These deductions to be made must have been authorized by the signature of the member. These deductions may be started on September 15, and no later than February 15.

3.4 In addition to any other payroll deductions, the District agrees to make payroll deductions for an Agency Fee for those members of the bargaining unit who are not members of N.S.A.A. The Agency Fee deduction shall be collected on the same schedule as provided for in paragraph "3.2", above, for N.S.A.A. membership dues.

ARTICLE IV

TERMS OF EMPLOYMENT

4.0 The hiring of all school personnel shall be the responsibility of the Superintendent of Schools in conformance with the law.

4.1 Recruiting and hiring shall continue to be a cooperative effort of the Superintendent, the Personnel Office, the Building Principal and the Director. The Superintendent will make reasonable efforts to find candidates to recommend to the Board of Education who are acceptable to the Principal and Director who will be working with them.

4.2 If the Superintendent desires to recommend a candidate who is unacceptable to the Principal and Director, upon request, he/she shall confer with the Principal and Director on the matter. If after such conference the differences of opinion cannot be resolved, the Personnel Committee of the Board shall meet to discuss the matter with the Superintendent, Principal and Director prior to the permanent appointment of the candidate. This meeting shall be scheduled prior to the Superintendent making his recommendation to the Board.

4.3 It will be incumbent upon the concerned Principals and Directors to see that clear and unequivocal opinions on all candidates they interview be sent to the Superintendent as soon as possible after the interview.

4.4 Professional personnel have the right to join any administrative organization but membership in an administrative organization shall not be required as a condition of employment.

4.5 All administrative vacancies during the school year, (July 1 to June 30) shall be publicized as follows:

A. Notice of the vacancy shall be publicized and posted in the main office of each school building at least ten (10) work days before the vacancy is filled, except under emergency circumstances. The President of N.S.A.A. shall receive copies of all posted notices at all times throughout the year.

B. All qualified candidates shall be permitted to file a written application within the time limits specified and must be interviewed for the position before said position is filled. The Superintendent shall have the right to fill vacancies on an interim basis pending receipt of all applications during the ten (10) work day period.

4.6 In the event that the District by reason of reduction in force, reorganization of schools, or for some other reason, transfers an administrator on an involuntary basis, the following rules shall apply:

A. Before a transfer is made, the administrator or administrators to be affected shall be given an opportunity to express their preferences as to where they would like to serve. The Superintendent shall consult with the Administrator or Administrators to be affected prior to making a transfer decision.

B. While the relative seniority of affected administrators shall be a consideration in deciding which administrator or administrators shall be subject to an involuntary transfer, the Superintendent of Schools, upon the approval of the Board of Education, shall have the right to effect involuntary transfers deemed necessary in light of the overall needs of the District. The determination of the Superintendent and the Board of Education shall not be subject to change by an arbitrator's award, unless the arbitrator makes a specific finding that the decision of management has been arbitrary or irrational.

C. The District acknowledges that it may not transfer an administrator outside of his/her tenure area of employment without a written consent.

D. Whenever unit members accept a reassignment to a position in a different tenure area whether or not following a lay-off, their pay shall in no event be reduced from the salary level last received while employed by the District.

4.7 If a member is assigned the responsibilities of a position with greater compensation than the position presently occupied for fifteen (15) or more consecutive working days, he shall receive the same compensation for those days as though he were appointed to that position.

A. Salary.

1. If a member is promoted, he will be placed on the step of the new schedule in a manner which will insure an increase in compensation. The Superintendent may hire employees from outside of the bargaining unit at the L 15 salary level following consultation with the Association President.

2. Compensation shall be paid as indicated by placement on the attached salary schedule. Initial placement shall be by appointment of the Superintendent, and thereafter the member shall progress at the rate of one (1) step per year.

4.8 Substitute Administrators.

A. The Superintendent of Schools, in joint consultation with building principals, will provide, when necessary, a substitute administrator to take the place of an absent administrator when the absence is due to a temporary illness or other reasons in excess of five (5) work days. If the temporary absence of an administrator is in a building which has only one administrator, a substitute must be appointed. If the building has more than one administrator, a decision will be made by the Superintendent of Schools after consultation with the building principal whether or not to provide a substitute.

B. The Superintendent of Schools, in joint consultation with building principals, will provide, when necessary, a back-up administrator to take the place of an absent building principal in situations not covered under paragraph "A" above.

C. When a teacher is used as a substitute administrator, a substitute teacher will be appointed to assume the teacher's regular duties.

D. In the cases of extended absences due to illness or other leave, acting administrative appointments will be made by the Superintendent and the Board of Education.

E. Substitute administrators or directors shall be compensated at 1/200th of the first step of the applicable administrative salary schedule for each day involved in lieu of their regular salary for that day. Substitute pay shall not apply in the case of a 'back up' administrator.

4.9 Legal Defense.

The District shall provide legal counsel to defend and shall save harmless any member of the aforesaid unit in any action or proceeding, whether judicial, quasi-judicial, or administrative, arising out of any action taken against a student, teacher or any subordinate, or any such proceeding resulting from any member's discharge and/or performance of any and all of his or her duties within the course and scope of his or her employment or arising there from, or from extra-curricular activities; provided, however, that the District shall not be required to comply with the requirements hereof unless such member shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, citation, demand or pleading, deliver the original or copy of the same to the District. However, nothing in this paragraph shall be deemed to apply to any action or proceeding by the Superintendent of the District against a member of the unit. The provisions of this paragraph shall be deemed to be in addition to the rights and responsibilities of the parties under Sections 3023 and 3028 of the Education Law.

4.10 Mileage Reimbursement.

Travel for N.S.A.A. members who use their automobiles in pursuit of their duties or traveling inside and outside the District to conferences, Court or other approved trips, will be reimbursed at the I.R.S. rate. Requests for reimbursement will be submitted on special forms provided for that purpose.

Am 8
EPL

4.11 Retirement Incentive Plan.

A. *All unit members who will become 55 years of age or are older and have or will have 15 years of accredited service in the New York State Teachers' Retirement System, served in the Newburgh Enlarged City School District on or before June 30, 1983 shall be entitled to a retirement incentive of 40% of their last year's compensation provided that notice of retirement, effective June 30, 1983 is given on or before May 15, 1983.*

B. Those unit members who reach the age of 55 with 15 or more years of accredited service in the New York State Teachers' Retirement System and serve in the Newburgh Enlarged City School District for a minimum of 5 years effective July 1, 2007 and a minimum of 10 years effective July 1, 2009, shall be entitled to such benefit as referenced in paragraph A above provided that notice is given by at least six (6) months in advance of the retirement date and said retirement occurs during the school year in which the employee reaches age 55.

C. The Employer shall pay such incentives between July 1 and December 31 of the calendar year in which the administrator retires.

D. The retirement incentive shall be paid as a non-elective direct employer contribution into the employee's Section 403(b) Internal Revenue Code tax sheltered annuity, subject to the cap limitation of Section 415 of the Internal Revenue Code, using a calendar year basis for computing the cap. Any payment that would cause the cap to be exceeded by reason of this provision and/or the provision regarding liquidation of sick leave upon retirement shall instead be paid as additional compensation.

4.12 Service Incentive.

The District and the Association, on a case-by-case basis, may execute a supplemental Memorandum of Agreement creating a service incentive for certain unit members to remain in the employ of the District. This benefit is not dependent upon eligibility for the benefit provided for in Section 4.11 above.

4.13 Notice of Retirement.

Six (6) months prior notice of retirement shall be required of all administrators in this unit.

4.14 *The parties hereby establish a joint committee to review and make recommendations to the parties by October 1, 2003 regarding the Annual Professional Performance Review Evaluation Form.*

4.15 Attendance Reporting

Effective January 1, 2009, in the event that the district implements swipe card sign in/sign-out equipment or other similar electronic equipment, members of the bargaining unit shall be required to report their presence upon arrival at work and when they are departing from work by swiping their card or utilizing such other electronic technology for the same purpose.

Attendance records made as a result of the use of sign-in/sign-out requirements shall not form the basis of an unreasonable evaluative judgment. In the case of a tenured unit member, disciplinary charges may not be based upon the use of sign-in/sign-out records unless there is a reasonable basis for such use.

Unit members may file a grievance and, if necessary, proceed to arbitrate an evaluation that criticizes his or her attendance based upon sign-in/sign-out records. If such grievance is promoted to arbitration, at the sole discretion of the Association, the matter shall be expedited, with the District having the burden of proof and heard by one of the following arbitrators: Louis Patack, Jeffrey Selchick, Ira Lobel, and Bonnie Siber-Weinstock.

The parties shall meet following the ratification of this Memorandum of Agreement to determine further rules for implementing the sign-in/sign-out procedures in light of special circumstances of the performance of the job functions of the members of the bargaining unit. If the parties cannot reach agreement on additional rules by April 15, 2008, a determination of such additional rules shall be made through interest arbitration by Arbitrator Louis Patack utilizing item by item best offer final and binding arbitration principles in his Award. Said Award shall be issued to the parties by no later than June 15, 2008.

The requirement that bargaining unit members report their departure from work will no longer be in effect subsequent to June 30, 2011.

ARTICLE V LEAVES

5.0 Sick Leave.

A. Members who are absent on account of personal illness or injury, or because of illness in the immediate family, shall be entitled to sick leave with full pay for eighteen (18) days within the school year, with unlimited accumulation.

B. A member will be notified of the number of sick leave days accumulated to his credit annually and upon request.

C. In exceptional cases, the Board of Education may extend the period of absence with pay.

D. Sick Leave Bank. N.S.A.A. shall have a sick leave bank consisting of voluntary sick leave contributions of one or more days from any employee eligible for membership in N.S.A.A. Days so contributed shall be deducted from the accumulated sick leave of the contributing member. Eligible members who have exhausted their sick leave and wish to use sick bank days, may make application to the sick leave committee, consisting of three (3) members of N.S.A.A., and three (3) selected by the District. The decision of the committee shall be final, but may be appealed to the Board of Education. Days deducted for sick leave bank shall not be counted in the deduction for determining the number of days eligible for payment for unused sick leave.

Payment will be determined on whether or not the number of days of actual illness exceeds the six (6) days allowable under the Benefits Provision, Paragraph B, and not the number of twelve (12) used in Paragraph "B".

The parties commit to the good faith operation of the sick leave bank, taking into account prior commitments made in the furtherance of that purpose.

5.1 Absence Due to Compensable Injury.

When a member's absence is due to injury arising out of and in the course of employment, such absence will not be charged against accumulated sick leave up to six (6) months. During this time the member shall be entitled to his regular compensation, less that amount allotted to him under the Workers' Compensation Law.

5.2 Personal Business Leave.

Personal Leave shall be granted at the discretion of the Superintendent for purposes which cannot be reasonably accomplished during non-working days, and shall not be unreasonably denied. Members shall be entitled to five (5) personal leave days per year. Requests shall be made in writing at least three (3) business days before, or otherwise as soon as practicable. Unused personal leave days shall be rolled over into accumulated sick leave.

5.3 Professional Leave.

The Board may grant a leave of absence for one (1) year or more without pay for study or purposes of temporary employment in public service or in activities of social significance which will result in professional growth.

5.4 Summer Vacation.

A. Effective until June 30, 1999, each member of the bargaining unit shall be entitled to twenty-three (23) summer vacation days per year. Effective July 1, 2007,

each member in the bargaining unit shall be entitled to twenty-two (22) summer vacation days per year. Effective July 1, 2008, each member in the bargaining unit shall be entitled to twenty (20) summer vacation days per year. Summer vacation days shall be accumulated at the rate of 2 days per month for the first 11 months of the school year during the 2007-08 school year and at the rate of 2 days per month over the first 10 months of the school year effective with the 2008-09 school year. When vacation days are earned on a pro-rata basis, they may be used during the school year when earned or the summer immediately following. Summer vacation time shall be scheduled with the approval of the Superintendent of Schools and his/her designee upon the advice of the immediate supervisor. Summer vacation time shall ordinarily be scheduled during the summer months of July and August. However, in cases where the member is needed at the time of the summer vacation period, summer vacation shall be scheduled at other times during the year at the discretion of the Superintendent of Schools or his/her designee upon the advice of the immediate supervisor.

B. An Administrator may roll over up to ten (10) vacation days per year with Superintendent's approval and may accumulate up to thirty (30) vacation days, except that Administrators hired before 7/1/02 may accumulate up to forty-five (45) such days.

C. Upon separation from employment at the District, each member of the bargaining unit shall be entitled to receive 1/240th of their annual rate of pay for up to 30 unused vacation days; provided, however, that unit members who were hired before July 1, 2002 will be reimbursed for up to forty-five (45) such days.

D. Up to three (3) days of vacation days in excess of those that may be carried over annually will be rolled into the sick bank each year.

5.5 Conferences.

In the interest of continuing to have our school system keep pace with new trends in education so that pertinent information can be shared in our School District, N.S.A.A. members are entitled to attend conferences of their choice from the list provided below, subject to the individual approval of the Superintendent, and the consent of the Board of Education.

This list does not preclude approval of attendance at other conferences.

School Administrators Association of New York (4 members minimum)

State Subject Area and/or State Department Conferences (1 member per subject area minimum)

National Association of Secondary School Principals (2 members minimum)

National Association of Elementary School Principals (2 members minimum)

National Alliance of Black Educators Conference (2 members minimum).

Each member attending a conference shall be reimbursed at least 50% of the actual costs incurred subject to the submission of documented paid bills, as per regulations of the District. Unit members attending Superintendent recommended conferences shall be reimbursed 100%.

Notwithstanding the provisions set forth above, during each year of this Agreement, the District's obligation to fund conference attendance shall be limited to applications charged against a Professional Development Fund of Ten Thousand Dollars (\$10,000.00), which the Board will appropriate for the benefit of bargaining unit members for said school year. Monies in the Fund shall be subject to expenditure on behalf of unit members for professional development activities as determined by the Superintendent of Schools and the unit's Professional Development Committee.

The unexpended portion of the \$10,000.00 appropriated for the 1993-94 school year shall be available for expenditure during the 1994-95 school year.

[There shall be a moratorium placed upon the District's obligation to contribute monies for conference attendance during the 1994-95 school year.]

5.6 Jury Duty.

A. Upon presentation of proof of necessity for jury service or appearance as a witness pursuant to subpoena or other order of the Court, a member shall be granted a leave of absence with pay and no charge assessed against his leave rights.

B. The member shall be entitled to the difference between his daily pay less fees received as a witness or juror. To comply with this requirement, the member will, within ten (10) days of receipt, submit to the Board of Education all jury and/or Court fees. Mileage fees will be retained by the member.

C. In the event the member is excused from jury or witness duty, he will return to work, except if three (3) or less hours remain in the normal work day.

D. The Board of Education will request of governmental or Court agencies that, whenever possible, administrators may be excused from such duties during the months of September, January, February, May and June.

5.7 Child Care Leave.

A. A child care leave shall be given in accordance with the following provisions:

1. Disability from pregnancy will be treated in the usual manner of sick leave.
2. All unit members are eligible for child care leave for one year. The Board may extend the leave for an additional year upon request by the unit member.
3.
 - a) Adoption and child birth are both valid reasons for child care leave.
 - b) Adoption applies to pre-school aged children. Adoption shall be construed as being in accordance with existing law.
4. Unit members on leave shall have the option of utilizing any or all benefits covered under Article VIII (Benefits). The unit members on leave will pay the applicable group rates.
5. A unit member may return from leave at any time during the designated leave period.
6. The exception will be that those unit members who have adopted a child must notify the District thirty (30) calendar days prior to returning. If, however, a unit member has made use of these provisions, then he/she must complete the leave requested prior to returning as if no thirty (30) day notice is given.

ARTICLE VI

GRIEVANCE PROCEDURE

6.0 It is the objective of N.S.A.A. and the Board to encourage the prompt and informal resolution of member complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

6.1 Nothing contained herein shall be construed to deny to any member:

1. Informally discussing a complaint with his immediate superior;
2. Processing a grievance in his own behalf in accordance with the grievance procedure hereinafter set forth;
3. His rights under the Laws of the State of New York.

6.2 Definition.

The term grievance shall mean a written complaint by a member or by N.S.A.A. on behalf of a member covered by this agreement (a) that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this agreement, or (b) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting members.

6.3 Any member with a grievance shall follow these steps:

STEP 1. A member shall, within ten (10) business days following the act or condition on which his complaint is based, discuss the matter with his immediate superior in an effort to resolve the problem informally as promptly as possible. It is understood that, if the complaint is resolved informally, no record of the procedures at this level shall be made or kept without the written consent of the aggrieved member.

STEP 2. If the grievance committee of N.S.A.A. determines that such violation exists, the grieving member with representatives of N.S.A.A.'s grievance committee will meet with the Superintendent of Schools within ten (10) business days to resolve the matter.

STEP 3. If the matter is not resolved as set forth in Steps 1 and 2, the matter shall be reduced to writing and submitted to the Superintendent or his designee, within five (5) business days of the determination at Steps 1 and 2.

STEP 4. Within ten (10) business days of the meeting described in Step 3, the Superintendent of Schools shall answer the grievance in writing.

STEP 5. Should it be impossible to arrive at a mutually satisfactory settlement of the grievance as set forth in Step 4, the grieving member, along with representatives of the grievance committee of N.S.A.A. will meet with the Board of Education in executive session within twenty (20) business days.

STEP 6. Within twenty (20) business days after the conclusion of the Board of Education's executive session, the Board of Education shall render a decision, in writing, on the grievance.

STEP 7. Arbitration.

A. If the aggrieved member is not satisfied with the disposition of his grievance at Step 6, the grievance committee may submit his grievance to arbitration by written notice to the Clerk, Board of Education within ten (10) business days of receipt of the decision rendered in Step 6.

B. Within ten (10) school business days after such written notice of submission to arbitration, the Board of Education and the Association shall notify the American Arbitration



Association or mutually acceptable arbitrator and shall select an arbitrator and proceed to arbitration pursuant to the rules of voluntary arbitration of the American Arbitration Association. The decision of the arbitrator shall be accepted as final by the parties to the dispute and both will abide by it. The costs for the service of the arbitrator, including expenses, if any, will be borne jointly by the parties submitting to arbitration. The costs of services of a stenographer or stenographic record, if any will be borne jointly. Each party shall be responsible for the costs of any witnesses, legal fees, or costs incurred in presentation of their case as they may occur. This procedure shall be the sole remedy for any matter defined in the grievance procedure. The failure of a member to adhere to the applicable time limit in bringing the grievance or appealing adverse decisions shall be deemed a waiver of the grievance and the grievance shall abate.

C. The Arbitrator shall be without power to change, delete, modify or otherwise allow the provisions of this Agreement to be altered and shall be without power to appoint a unit member to a particular position when reviewing disputes under Article IV, Section 4.6.

ARTICLE VII

N.S.A.A. RIGHTS

7.0 The President of N.S.A.A. and each school building principal shall be supplied with copies of the official minutes of all Board meetings.

7.1 The Board shall agree that no reprisals of any kind be taken against any member by reason of his membership in the Association or participation in its activities.

7.2 Association Use of Buildings, Bulletin Boards and Facilities.

A. Upon notice to the Superintendent or his designee, the Association and its representatives shall have the right to use school facilities for meetings, provided that when any meeting is held in the evening and special custodial service is required, the Board may make a scheduled charge therefor.

B. Upon notice to the Superintendent or his designee, duly authorized representatives of the Association, all recognized local, state and national administrative associations and their respective affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Association shall use the school mail service and mail boxes for communications to members.

7.3 The Superintendent shall meet at least quarterly and also under urgent circumstances with the Executive Committee of N.S.A.A. to discuss school operations and questions relating to the implementation of this contract. These meetings shall be conducted outside the regular school day or at the direction of the Superintendent. Proposed changes in existing policies and procedures and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings, it being understood that such policies adopted or maintained by the Superintendent shall not be inconsistent with the terms of the contract.

7.4 Personnel Folder.

A. All materials in the personnel folder shall be open to the scrutiny of the member, excepting letters of recommendation.

B. The member shall have the privilege and right to submit a written reply to any material in his personnel folder. His answer shall be reviewed by the Superintendent, then attached to the appropriate material and placed in the folder.

7.5 All members covered by this agreement shall be paid regularly, *every two weeks.* ~~Bi-Weekly.~~ *AMG*

7.6 Meetings with Board of Education.

A. The Association shall be given a place on the agenda of any regularly scheduled Board meeting upon filing a request in writing six (6) days in advance of said meeting. The written notice of the Association shall contain a description of the subject matter on which the Association wishes to be heard.

B. Both parties to this agreement shall meet within three (3) days after notice is given by either party to discuss such personnel matters as either deems pertinent. These discussions shall take place in executive session.

C. When the performance of duties of members of the Association is questioned at a public meeting, the President of the Board shall remind Board members of the stated Board policy that personnel matters shall be discussed in executive session.

7.7 All N.S.A.A. members now employed or hereinafter employed by the District shall be given copies of this Agreement by the District within sixty (60) days of ratification, or after thirty (30) days of employment in the District.

7.8 The members of N.S.A.A. are responsible for administering contracts that are agreed upon by the Board of Education and the employees' organizations in the District. The Board will keep N.S.A.A. informed of items being negotiated between other employees

organizations that have a bearing on the administration and operation of the schools in the District.

7.9 The Superintendent will solicit and consider recommendations from N.S.A.A. in the development and implementation of policies that directly affect the areas of responsibility of the administrative and supervisory staff.

7.10 School Calendar.

The Superintendent of Schools and the Board of Education agree to consult with and consider N.S.A.A.'s suggestions and requests in the development of our school system's school calendar each year.

7.11 Student Discipline.

The decisions for the removal, reinstatement or reassignment of a pupil to class or instructional group within a particular school building rests with Building Principal to the extent allowed by law.

7.12 Unit Work Rights for Assistant Principals

Assistant Principals shall be assured that their positions shall not be abolished as a consequence of assigning student discipline related duties to non-unit Deans of Students. Such assignments shall not be deemed to diminish the exclusivity of bargaining unit work rights otherwise possessed by the bargaining unit representative.

7.13 Labor Management Committee Agenda.

The District and the Association agree that it is in their mutual best interests to review and analyze the following matters in the Labor Management Committee, with the intent to report the recommendations of the Committee to their constituencies as follows:

1. Health insurance buy-out.
2. Converting sick leave into cash upon retirement.
3. Evaluation.

*amb
EPH*

ARTICLE VIII

BENEFITS

8.0 Health Insurance.

A. The District agrees to continue all hospitalization and medical plans (New York State Government Employees Health Insurance Plan) currently subscribed to, and will commence employee individual and family health insurance premium contributions with the District contributing 92% of all individual and family premiums effective July 1, 2007; 91% of all individual and family premiums effective July 1, 2008; and 90% of all individual and family premiums effective July 1, 2010.

Notwithstanding any other provisions of this Agreement, the parties acknowledge that each bargaining unit member shall be entitled to one (1) health insurance coverage: either an individual coverage or a family coverage; provided, however, that the District shall provide only one (1) coverage per family and provide only one (1) coverage covering each bargaining unit member. Health insurance coverage will be provided to domestic partners, subject to all of the terms and conditions established in the District's health insurance plan.

B. Health Insurance benefits provided and premiums paid on behalf of retirees and dependents shall be the same as for employees in the bargaining unit and their dependents. Effective July 1, 2007, unit members who retire and have 5 years of service in the District shall be provided 100% District funding of retiree individual and family coverages under the District's plan. Effective July 1, 2009, 10 years of service in the District shall be required in order to be eligible to participate in the District's health insurance plan and to receive 100% District funding of retiree individual and family coverages under the District's plan.

C. The District shall have the right, with input from the Association, to contract with other health insurance carrier(s) which provide(s) substantially equivalent coverage to the current health insurance plan provided that the bargaining representatives for the teacher and "civil service" bargaining units agree to confer upon the District the same right. In determining substantial equivalence, the list of participating providers shall not be a factor to be considered.

D. 1. On or before June 1st of each school year, existing unit members shall inform the Business Administrator of their decision to opt-out of the District's health insurance plan effective July 1st.

2. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.



3. *Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of \$900.00, effective July 1, 2002, \$1,100.00 effective July 1, 2003, \$1,200.00, effective July 1, 2004 and \$1,500.00, effective July 1, 2005 for each month of the school year in question.*

4. The District's payment for opting-out shall be \$1,500.00 effective July 1, 2005.

E. Effective July 1, 2005, bargaining unit members whose spouses are or were District employees upon their retirement shall be entitled to either two individual health insurance coverages or one family coverage, but not two family coverages and there shall be no entitlement to the health insurance buy-out.

8.1 Payment for Unused Sick Leave.

All members shall be compensated for unused but accumulated sick leave at the rate of \$38 per day effective July 1, 2007; \$39 per day effective July 1, 2008; \$41 per day effective July 1, 2009; and \$43 per day effective July 1, 2010. Such compensation shall be paid to him at his request at the end of the school year, or he may carry forward those days and receive compensation for each such day carried over upon his retirement or separation from the District as follows: commencing with days accumulated after July 1, 1973, each member who has at the end of a school year at least twelve (12) unused but accumulated sick leave days shall, at his option, be compensated for those days at the rate in effect for the school year of the unused days for any or all of such days. Such compensation shall be paid to him at his request at the end of the school year, or he may carry forward those days and receive compensation for each such day carried forward upon his retirement or separation from the District. Members who have less than twelve (12) unused sick days at the end of a school year shall not be allowed to carry forward these days for the purpose of compensation nor shall they be allowed to receive compensation for such days at the termination of the school year. Any member who is qualified as above and utilizes his option to receive compensation for unused sick days at the termination of the school year shall have such days deleted from his total accumulation of unused sick leave days. Uncompensated sick leave days of members who are qualified and who have exercised the compensation option shall carry forward in the regular manner but shall not be counted in determining qualification for exercise of the compensation option in the succeeding school year or years. Days may be cashed in only during the month of June or upon termination of employment. Notwithstanding the above, all such compensation shall be paid to employer non-elective direct contributions into the employee's Section 403(b)(7) IRC tax sheltered annuity, subject to the cap provision of Section 415 I.R.C. in the same manner as payments of the Retirement Incentive at Section 4.11.

Notwithstanding the above, during the final year of employment there shall be no cash option for the payment of accumulated sick leave days.

AMK
9/24

8.2 Dental Insurance.

A dental plan for the school year shall be purchased by the District through a commercial carrier licensed to do business in New York State and mutually acceptable to the District and N.S.A.A. The per capita amount of the District's contribution shall be equal to the per capita contribution made on behalf of the members of the N.T.A. bargaining unit. Each member shall have the right to increase their payroll deductions for increased benefits. Each member shall be allowed to participate in the Teachers' Dental Benefit Trust, upon consent of the N.T.A.

At the District's option, and with the consent of the CSEA, members of this bargaining unit may participate in the CSEA's Dental Program. In such event, the District shall pay for the costs of such participation on behalf of full-time unit members.

8.3 Tuition Waiver

Effective in the 2002-2003 through 2004-2005 school years only, members of this bargaining unit who do not reside within the geographical territory of the District shall have the right to have their children attend the District on a tuition-free basis. This provision shall become null and void on June 30, 2005.

8.4 Doctoral Program Exploration

The parties shall explore with Fordham University, NYU or other such institutions, a doctoral program that would allow for a partial tuition payout by the School District, the unit member and the institution.

8.5 Section 403(b)(7) IRC Tax Sheltered Annuity

The District shall establish a Section 403(b)(7) IRC tax sheltered annuity account for any unit member who hasn't opened an account.

8.6 Section 125 Internal Code Flexible Benefit Plan

The District shall implement a Section 125 Internal Revenue Code Flexible Benefit Plan, effective July 1, 2003.

8.7 Extended-Day and Alternative Schedule Program Administrators

Extended-Day and Alternative Schedule Program Administrators in the secondary schools shall be compensated at the hourly rate of \$72 effective 7/1/07; \$75 effective July 1, 2008; \$78 effective July 1, 2009; and \$81 effective July 1, 2010. Compensable hours for

Extended-Day and Alternative Schedule Programs are those hours prior to the teacher sign-in time and after teacher dismissal in the building at which the work occurs; provided, however, that such High School after school program time shall be compensated in the amount of two (2) hours of pay at the hourly rate set forth above. At the elementary level, compensation for extended-day programs for administrators in the bargaining unit shall require the submission by the building principal of a plan for supervision for inclusion as part of a funded grant program. The submission shall be made to the Deputy Superintendent of Schools for a determination of equivalency to work requirements for such program at the secondary level. If equivalency is determined, compensation shall be the same as compensation at the secondary level. If equivalency is determined, compensation shall be the same as compensation at the secondary level. If work requirements are not equivalent, the Deputy Superintendent shall have the authority to prorate compensation for administrative personnel who will be supervising the grant-funded program.

Notwithstanding the above, every reasonable effort will be made by the Deputy Superintendent of Schools to secure through the funded grants in-place in elementary schools during the 2002-2003 school year equitable compensation for those administrators who supervise these programs, in accordance with the process described hereinabove.

ARTICLE IX

SUMMER SCHOOL

9.0 When the Board of Education determines that a summer school session will be held, all administrative positions shall be announced as soon as possible prior to the summer school term and all appointments shall be made within one (1) month of the announcement. This will give interested personnel time to apply and once appointed enough time to organize the summer school program.

9.1 Each summer school unit K-6 and 7-12 will have a full time administrator. The term unit shall not necessarily be defined as one (1) school building.

9.2 Whenever possible, preference in hiring administrators will be given to Newburgh Public School System personnel. Those personnel applying will be screened and interviewed by the Associate Superintendent for Personnel and the Summer School Principal prior to being appointed by the Board of Education, upon the recommendation by the Superintendent of Schools.



ARTICLE X

MISCELLANEOUS

MANDATED PROVISION OF THE LAW

10.0 Notice, as provided by Section 204-A of the Civil Service Law as amended:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

10.1 Compatibility With Law.

This Agreement shall be construed so as to be compatible with all State, Local and Federal Laws, and the invalidity by reason of any such existing law shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a court of competent jurisdiction renders any portion of this agreement invalid or unenforceable, such decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portions thereto had not been included therein.

10.2 Prohibition Against Strikes.

The Association affirms that it does not assert the right to strike against the District, to assist or participate in any such strike or to impose an obligation upon its members to conduct or participate in such a strike.



ARTICLE XI

DURATION OF AGREEMENT

11.0 This Agreement shall be effective July 1, 2007 and shall expire on June 30, 2011.

11.1 Negotiations for a subsequent agreement will commence no sooner than February 1, 2011 and not later than March 1, 2011.

11.2 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the 6th day of February, 2009.

BY: *Remond T. Lewis*
PRESIDENT, BOARD OF EDUCATION

BY: *Michelle M. Patruelli*
SUPERINTENDENT OF SCHOOLS

BY: *Edward J. Mucci*
PRESIDENT, NEWBURGH SUPERVISORS
AND ADMINISTRATORS ASSOCIATION

AGREEMENT
BETWEEN
NEWBURGH SUPERVISORS AND ADMINISTRATORS ASSOCIATION

NEWBURGH ENLARGED CITY SCHOOL DISTRICT

ADDENDUM
SALARY SCHEDULES

JULY 1, 2007-JUNE 30, 2011

Newburgh Enlarged City School District
 Administrator

2007-08 Salary Schedule

Salary Grade	High School Principal	Junior High Principal	Vice Principal	Elementary Principal	Assistant Principal	Director	Coordinator
1	\$114,195.00	\$99,447.00	\$95,701.00	\$91,916.00	\$86,960.00	\$86,960.00	\$79,402.00
2	\$117,368.00	\$102,471.00	\$98,704.00	\$94,917.00	\$89,981.00	\$89,981.00	\$82,424.00
3	\$120,366.00	\$105,429.00	\$101,707.00	\$97,916.00	\$93,024.00	\$93,024.00	\$85,489.00
4	\$123,363.00	\$108,428.00	\$104,685.00	\$100,938.00	\$96,041.00	\$96,041.00	\$88,512.00
5	\$126,347.00	\$111,429.00	\$107,707.00	\$103,895.00	\$99,042.00	\$99,042.00	\$91,577.00
6	\$129,327.00	\$114,430.00	\$110,731.00	\$106,851.00	\$102,044.00	\$102,044.00	\$94,639.00
7	\$132,708.00	\$117,811.00	\$114,112.00	\$110,232.00	\$105,425.00	\$105,425.00	\$98,020.00
8	\$135,858.00	\$120,961.00	\$117,262.00	\$113,382.00	\$108,575.00	\$108,575.00	\$101,170.00
9	\$136,608.00	\$121,711.00	\$118,012.00	\$114,132.00	\$109,325.00	\$109,325.00	\$101,920.00
Longevity							
15 year	\$4,515						
20 years	\$8,453						
25 years	\$9,870						
Doctorate	\$1,500						

1.037

Newburgh Enlarged City School District
 Administrator

2008-09 Salary Schedule

Salary Grade	High School Principal	Junior High Principal	Vice Principal	Elementary Principal	Assistant Principal	Director	Coordinator
1	\$119,905.00	\$104,419.00	\$100,486.00	\$96,512.00	\$91,308.00	\$91,308.00	\$83,372.00
2	\$123,236.00	\$107,595.00	\$103,639.00	\$99,663.00	\$94,480.00	\$94,480.00	\$86,545.00
3	\$126,384.00	\$110,700.00	\$106,792.00	\$102,812.00	\$97,675.00	\$97,675.00	\$89,763.00
4	\$129,531.00	\$113,849.00	\$109,919.00	\$105,985.00	\$100,843.00	\$100,843.00	\$92,938.00
5	\$132,664.00	\$117,000.00	\$113,092.00	\$109,090.00	\$103,994.00	\$103,994.00	\$96,156.00
6	\$135,793.00	\$120,152.00	\$116,268.00	\$112,194.00	\$107,146.00	\$107,146.00	\$99,371.00
7	\$139,343.00	\$123,702.00	\$119,818.00	\$115,744.00	\$110,696.00	\$110,696.00	\$102,921.00
8	\$142,651.00	\$127,009.00	\$123,125.00	\$119,051.00	\$114,004.00	\$114,004.00	\$106,229.00
9	\$144,188.00	\$128,547.00	\$124,663.00	\$120,589.00	\$115,541.00	\$115,541.00	\$107,766.00
Longevity							
15 year	\$4,741						
20 years	\$8,876						
25 years	\$10,364						
Doctorate	\$1,500						

Newburgh Enlarged City School District
 Administrator

2009-10 Salary Schedule

Salary Grade	High School Principal	Junior High Principal	Vice Principal	Elementary Principal	Assistant Principal	Director	Coordinator
1	\$124,701.00	\$108,596.00	\$104,505.00	\$100,372.00	\$94,960.00	\$94,960.00	\$86,707.00
2	\$128,165.00	\$111,899.00	\$107,785.00	\$103,650.00	\$98,259.00	\$98,259.00	\$90,007.00
3	\$131,439.00	\$115,128.00	\$111,064.00	\$106,924.00	\$101,582.00	\$101,582.00	\$93,354.00
4	\$134,712.00	\$118,403.00	\$114,316.00	\$110,224.00	\$104,877.00	\$104,877.00	\$96,656.00
5	\$137,971.00	\$121,680.00	\$117,616.00	\$113,454.00	\$108,154.00	\$108,154.00	\$100,002.00
6	\$141,225.00	\$124,958.00	\$120,919.00	\$116,682.00	\$111,432.00	\$111,432.00	\$103,346.00
7	\$144,917.00	\$128,650.00	\$124,611.00	\$120,374.00	\$115,124.00	\$115,124.00	\$107,038.00
8	\$148,357.00	\$132,089.00	\$128,050.00	\$123,813.00	\$118,564.00	\$118,564.00	\$110,478.00
9	\$149,956.00	\$133,689.00	\$129,650.00	\$125,413.00	\$120,163.00	\$120,163.00	\$112,077.00
10	\$150,706.00	\$134,439.00	\$130,400.00	\$126,163.00	\$120,913.00	\$120,913.00	\$112,827.00
Longevity							
15 year	\$4,931						
20 years	\$9,321						
25 years	\$10,779						
Doctorate	\$1,500						



Newburgh Enlarged City School District
 Administrator

2010-11 Salary Schedule

Salary Grade	High School Principal	Junior High Principal	Vice Principal	Elementary Principal	Assistant Principal	Director	Coordinator
1	\$129,066.00	\$112,397.00	\$108,163.00	\$103,885.00	\$98,284.00	\$98,284.00	\$89,742.00
2	\$132,651.00	\$115,815.00	\$111,557.00	\$107,278.00	\$101,698.00	\$101,698.00	\$93,157.00
3	\$136,039.00	\$119,157.00	\$114,951.00	\$110,666.00	\$105,137.00	\$105,137.00	\$96,621.00
4	\$139,427.00	\$122,547.00	\$118,317.00	\$114,082.00	\$108,548.00	\$108,548.00	\$100,039.00
5	\$142,800.00	\$125,939.00	\$121,733.00	\$117,425.00	\$111,939.00	\$111,939.00	\$103,502.00
6	\$146,168.00	\$129,332.00	\$125,151.00	\$120,766.00	\$115,332.00	\$115,332.00	\$106,963.00
7	\$149,989.00	\$133,153.00	\$128,972.00	\$124,587.00	\$119,153.00	\$119,153.00	\$110,784.00
8	\$153,549.00	\$136,712.00	\$132,532.00	\$128,146.00	\$122,714.00	\$122,714.00	\$114,345.00
9	\$155,205.00	\$138,368.00	\$134,288.00	\$129,803.00	\$124,369.00	\$124,369.00	\$116,000.00
10	\$156,731.00	\$139,894.00	\$135,714.00	\$131,329.00	\$125,895.00	\$125,895.00	\$117,526.00
Longevity							
15 year	\$5,104						
20 years	\$9,554						
25 years	\$11,156						
Doctorate	\$1,500						

