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AGREEMENT

Between The

DELHI ADMINISTRATORS ASSOCIATION

And The

DELHI CENTRAL SCHOOL DISTRICT

July 1, 2011 to June 30, 2015

Table of Contents

Article	Title	Page(s)
I	Recognition	1
II	Inclusive Clause	1
III	Savings Clause	1
IV	New and Modified Positions	1
V	Negotiation Procedures	1 - 2
VI	Grievance Procedure	2 - 3
VII	Miscellaneous	3
VIII	Holidays and Discretionary Days	3 - 4
IX	Leaves	4
X	Insurance	5 - 6
XI	Professional Development	7
XII	Compensation	7
XIII	Retirement	8
XIV	Evaluations	9
XV	Personnel Folders	9 - 10
XVI	Duration of Agreement	10

Article I – Recognition

- A. The Delhi Central School District Board of Education (the "Board") recognizes the Delhi Administrators Association (the "Association") as the exclusive bargaining agent and representative for all administrators in the Delhi Central School District (the "District") to include the following titles: Elementary Principal and 6-12 Principal.
- B. All members of the bargaining unit are twelve (12) month employees

Article II – Inclusive Clause

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement.

Article III – Savings Clause

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Article IV – New and Modified Positions

- A.
 - 1. The hiring of all school personnel shall be the responsibility of the Superintendent of Schools in conformance with the law.
 - 2. All managerial and administrative vacancies shall be publicized and posted in the main office of each building at least fifteen (15) work days before the vacancy is filled. Further, the President of the Association shall receive copies of all vacancy notices at least fifteen (15) work days before the vacancy is filled.
 - 3. All qualified candidates within the Association shall be permitted to file a written application within the time limits specified and will be considered for the position.
- B. The Association President will be notified of any newly created supervisory positions. The Association may advise the district of its desire to represent the new positions. Once the district has accepted the position, positions placed within the unit will be governed by the terms of this agreement. Positions represented by the association modified during the contractual period will remain with the unit and will continue to be represented for the duration of this contract.

Article V – Negotiation Procedures

- 1. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- 2. At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals

- will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
3. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and the Board of Education.

Article VI – Grievance Procedure

A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this agreement as they arise and to provide recourse for orderly procedure for the satisfaction of such grievances.

B. Definitions

1. "Grievance" as used in this Agreement is limited to an alleged violation of the terms and conditions of employment within the provisions of this Agreement.
2. "Days" shall mean days on which school is in session.
3. "Principal" shall mean building principal.
4. "Association" shall mean the Delaware Academy and Central School Administrators Association.

C. Procedure

Level One: The aggrieved association member shall orally present his/her grievance to the Association President who shall orally discuss the grievance with the aggrieved member. The association member and the Association President shall upon initial consultation determine whether the grievance should be presented to the Superintendent of Schools within five business days from the date in which the aggrieved learned of the potential problem or grievance.

Level Two: Within ten days from the receipt of a level one request, the superintendent of schools shall orally and informally discuss the grievance with the aggrieved and the association president. If the grievance is not satisfactorily resolved, the superintendent will render in writing, his/her determination of the matter to the aggrieved member within the ten-day period.

Level Three: The aggrieved association member may, within five school days of receipt of the notice of determination by the Superintendent of Schools make a written request to the Board of Education for review and determination. All written documents pertaining to the case will be submitted to the BOE president within this time frame. The BOE may offer the grievant and or his/her representative an opportunity to meet with the BOE to discuss the matter in executive session at the next regularly scheduled meeting. The BOE will submit a written decision to the grievant within five days from the date the meeting with the BOE occurred.

Level Four: After receiving written notification from the BOE the grievant may submit the grievance to binding arbitration within fifteen school days from the

level three decision. Within ten school days after such written notice of submission to binding arbitration, the BOE and the Association will agree upon a mutually acceptable arbitrator from PERB competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The costs for the services of the arbitrator including expenses if any will be borne equally by the BOE and the association.

Article VII – Miscellaneous

A. Travel

Administrators will be reimbursed as per district conference and travel policy. A School car should be used if available.

B. Emergency Days

On the days when the district is closed to students due to emergency conditions the Administrators are to report as directed by the Superintendent.

C. Jury Duty

If an Association member is required to serve on a jury, or is subpoenaed to appear as witness in a legal proceeding not initiated by the member, his/her immediate family, or the Association, the administrator will receive his/her regular pay for the period of time actually required by such legal proceeding. In addition, reasonable travel time will be allowed.

Any stipend paid the administrator for this purpose, minus travel/mileage expenses paid, will be turned over to and become property of the District.

D. Non-Resident Tuition

Children of Administrators will be permitted to attend school in the district as non-residents, tuition free.

Article VIII – Holidays and Discretionary Days

A. Holidays

Administrators will receive 15 paid holidays each year as designated for the district by the Superintendent.

B. Discretionary Days

Each administrator will be granted thirty (30) discretionary days on July 1 of each year. Discretionary days are to be used for sick leave, personal illness, serious illness in immediate family, personal business and vacation days. Any unused discretionary days will accumulate- up to the maximum of 260 days.

Administrators must have the Superintendent's approval prior to taking five (5) or more consecutive discretionary days.

The Superintendent will establish a summer calendar which will denote common work days for district planning and or meetings. The summer calendar will be established no later than May 1st, which will enable administrators to plan their summer vacation.

Administrators have the option of being reimbursed for up to a maximum of ten (10) unused discretionary days by June 30th each contractual year. Remuneration based on the Per Diem rate.

There will be no debit against discretionary days because of absence due to an injury covered under Worker's Compensation Law, except what is required.

In the event of resignation or termination from the district, accrued Discretionary days shall be prorated at five per month, to a maximum not to exceed twenty (20) days credited to the resigning Administrator and converted to cash value equivalent based on the current per diem rate at the time of separation from the district and is payable within thirty (30) days after separation from the district in a lump sum payment.

Article IX – Leaves

A. Child Rearing Leave

Child Rearing days may be granted to Administrators without pay for a period up to one year. Permission for such leave must receive board approval. Insurance coverage will continue at full cost to the employee during this time. No experience credit for service, accumulation of sick leave or other compensation will be granted for the period of the parental leave. All benefits to which an Administrator was entitled at the time the leave of absence commenced, including unused sick leave, will be returned to the Administrator upon return from the leave. The Administrator will be assigned to the same or similar position which was held at the time said leave commenced.

B. Bereavement Leave

A maximum of 5 days will be granted per year for death(s) in the immediate family. Immediate family, for the purpose of this benefit, shall include parent, grandparent, grandchild, sibling, child, spouse, or parent in law. Additional days may be granted by the Superintendent or his/her designee if needed.

C. Unpaid Leaves

A leave of absence without pay of up to two (2) years may be granted to any Administrator who serves in the military, Peace Corps, Vista or The National Teachers Corp. Up to one (1) year may be granted for service as an exchange teacher or Administrator for full time participation in such programs. While absent for such leave, the administrator will not gain seniority, and upon his or her return to the district service may be granted the salary, accrued leave time, and benefits which he or she had prior to taking the leave. The decision to grant or deny the request for a leave of absence will be at the sole discretion of the Board.

Article X – Insurance

A. Health Insurance

1. The Delaware Academy and Central School District will pay eighty percent (80%) of the individual's cost of health insurance and eighty percent (80%) of the family coverage cost of health insurance under CASE BP. Effective September 5, 2011, the Plan offered will be CASEBP Plan L.
2. The District may select the Health Insurance Plan so long as no benefit under the present plan is diminished.
3. When and if the current legislation (S-2800, A-4731) expires or is replaced, any changes in Health Insurance Benefits to current employees or retirees must be negotiated by the Administrators Association.
4. A drug card will be provided with the following co-payments:

Year	Mail-in	Generic	Legend
2011-2012	\$5	\$10	\$15
2012-2013	\$10	\$10	\$15
2013-2014	\$10	\$10	\$15
2014-2015	\$10	\$10	\$15

5. Health insurance options for administrators will be a family plan, individual coverage, or the following health insurance buyout: When both spouses are employed by the District, they will have the option of one family plan, or two individual plans.

B. Dental Insurance

Commences on the first day of the month following employment. Administrators are guaranteed a Dental Plan comparable to Blue Shield's Plan A – Basic and Supplemental Basic plus Periodontics and Prosthetics. Effective September 5, 2009, the District agrees to pay one hundred percent (100%) of the individual employee cost and ninety percent (90%) of the premium for family coverage.

C. Vision Insurance

A vision reimbursement plan will be established and funded by the District. Unit members will be reimbursed for personal and immediate family vision care expenses. Effective with the 2009-2010 school year, each unit member will be reimbursed for up to \$200 bi-annually for vision care. The District will develop procedures for the administration of the program, subject to periodic review by the association.

D. Health Insurance Buy-Out

1. All eligible administrators shall have the option of dropping the Health Insurance Plan provided by the District and will receive \$2,500 annually. For administrators who receive coverage through a spouse who is also employed by the District, such payment will be \$1,553.
2. All new administrators who meet the criteria and who elect not to take the Health Insurance Plan will also be eligible for said payment.
3. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent/designee.
4. Payment will be issued in the last pay period in June, or upon the administrator's separation from the District. The payment shall be pro-rated if less than a full year of employment.

5. If an administrator wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year.
6. An administrator who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry into the Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped. The administrator will be assessed the appropriate share of the premium for the remainder of the period of coverage.

E. IRS 125 Flexible Spending Plan\

The district will maintain an IRC 125 Cafeteria Plan for health and daycare related expenses with plan administrative fee to be absorbed by the district.

F. Assault on Member

To be eligible for Workers' Compensation or this Article, all accidents and injuries on the job, no matter how trivial they may seem, must be reported to the Business Office within fifteen (15) business days.

Association members will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent of Schools and commit the incident to writing within forty-eight hours, except in extenuating circumstances.

If a physical assault on an association member results in lost time, the member shall be paid in full for as long as the disability lasts up to a maximum period of one hundred and eighty (180) workdays from the date of the assault. All paid absences under this article shall not be deducted from accumulated sick leave to which an administrator may be entitled under this agreement. The parties further agree that if the administrator receives an award under Worker's Compensation, the District shall be reimbursed and or receive an offset against the said award for the full amount of any monies paid under this article. To be eligible for this benefit, the Association member must be examined by the District's physician, and the District's physician must certify that the bargaining unit member is physically unable to return to work.

The District's obligation to a bargaining unit member who is physically assaulted on the job shall not exceed 100% of the bargaining unit member's salary. This calculation shall include any workers compensation benefits and/or disability insurance received by the bargaining unit member. For instance if a bargaining unit member earning gross wages of \$1500 per week receives \$1,000 in workers compensation benefits and \$250 per week in disability insurance, the District shall pay the bargaining unit member \$250 per week, less regular withholdings and deductions.

G. Indemnity Clause

The district shall provide reimbursement for or replacement of personal property damaged and/or destroyed while the Administrator is acting in the capacity of a School District Administrator. The Administrator's coverage would be used first to cover the loss.

Article XI – Professional Development

- A. Conferences: Administrators are encouraged to attend professional workshops and conferences. Administrators may, with advance approval of the Superintendent, attend workshops, seminars, conferences or other activities designed for improvement. Administrators are encouraged to be active members or officers of their respective association. All reasonable expenses incurred will be paid by the district.
- B. Professional Dues: The district will pay for administrator dues for those who elect to participate in one (1) professional organization of their choice, that are relevant to their assigned responsibilities and are approved by the Superintendent.
- C. Tuition Reimbursement: Seventy five dollars (\$75) per graduate credit hour will be paid upon receipt of bill and a course grade of B or better. This amount shall be added to the base salary in the following fiscal year. The course work must be pre-approved by the Superintendent and the Board of Education and must be related to the professional duty assigned.

Article XII – Compensation

A. Salary

Unit Members will receive the following salaries:

	<u>2011 - 12</u>	<u>2012 -13</u>	<u>2013 – 14</u>	<u>2014 - 15</u>
Byam	\$90,521.43	\$90,521.43	\$90,521.43	\$90,521.43
Alberti	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00

** For the years 2012 – 13 through 2014 – 15 merit increases can be awarded at the discretion of the Board of Education.

Article XIII – Retirement

A. Retirement Incentive

Administrators with at least fifteen (15) years of service to the district (with a minimum of four years as an administrator), and are eligible to retire under the NYSTRS, shall upon retirement receive \$115 for each unused discretionary day up to thirty thousand (\$30,000) dollars. If notice of intent to retire is received on or before March 1 for a retirement occurring at the end of the school year, or six months prior for any retirement occurring during the course of the school year, payment will be made in July of the fiscal year immediately following. If late notice is received the District may delay payment for an additional year. In extenuating circumstances, the notification requirement can be waived by the Superintendent.

B. Retirement Health Insurance

Unit members hired prior to July 1, 2011, with fifteen (15) years of continuous service to the district (regardless of position) will contribute thirty five (35) percent of the health insurance premium and the district will contribute sixty five (65) percent of the health insurance premium. Medicare Part D will be frozen at the January, 2011 rate (\$110.40). Unit members hired after July 1, 2011, with fifteen

(15) years of continuous service to the district (regardless of position) will contribute fifty (50) percent of the health insurance premium until age sixty five (65). The district will contribute fifty (50) percent of the health insurance premium until age sixty five (65).

C. Non-elective Employer 403(b) contribution:

1. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1 or later, and who avail themselves the District's negotiated retirement incentive and/or payment for accumulated leave days.
2. The contribution will be placed into a 403(b) program of the unit members choosing, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.
3. The District will remit the contribution within thirty (30) days, following the retirement date.
4. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
5. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation the New York State Teachers' Retirement System.
In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
 - If the employee has a NYSTRS membership date subsequent t June 16,1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

Article XIV – Evaluation

- A. A goal-setting conference between each Unit Member and the Superintendent and/or their designee shall be held annually. The first conference shall be held prior to September 1st and at this conference annual goals and objectives will be exchanged, discussed, agreed upon and put in writing. A second conference will be held prior to February 1st to discuss progress and possible adjustments to the goals if necessary. A final conference shall be evaluative in nature, with said evaluation to include, but not be restricted to, the Superintendent's or designee's response to the stated goals and objectives. The evaluative conference shall take place prior to June 30th of said year.
- B. Written evaluations shall be signed by the Unit Member and their Evaluator. Both parties recognize that the Unit Member's signature does not necessarily indicate agreement with the report. The Unit Member shall have the right to submit to the Evaluator a signed written rebuttal to the annual evaluation report within thirty (30) days of the conference date. This rebuttal will be attached to the evaluation report and placed on file in the Unit Member's personnel file.

- C. If any Unit Member receives a less than satisfactory evaluation and/or a "Counseling Memo" regarding the performance of their duties, they will be afforded the opportunity to meet with their immediate supervisor and/or the Superintendent of Schools to discuss the implementation of an improvement plan. A Unit Member will be given (1) one year to fulfill the improvement plan. If the improvement plan is successfully fulfilled, it will be reflected in the evaluation.
- D. The parties agree to negotiate evaluation standards and processes consistent with Education Law Section 3012-c and all regulations promulgated pursuant to Education Law Section 3012-c.

Article XV – Personnel Folders

Official Administrator files shall be maintained under the following conditions:

Criticisms or complaints shall be communicated with the Administrator promptly after they become known to the Superintendent or Board of Education individually or collectively. No material critical of an Administrator shall be placed in the file unless the Administrator shall first have an opportunity to read the material. The Administrator shall acknowledge that he/she has read such material by affixing his/her signature to the file copy within five school days or the item will be included in the file with a note of the failure of the Administrator to affix his/her signature. The signature shall indicate that the Administrator has read the material to be filed and shall not necessarily indicate agreement with the Administrator shall have the right to respond within thirty (30) calendar days to any material filed, and the response shall be attached to the file copy.

Upon request of the Administrator, he/she shall set up an appointment and be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Administrator's past employment or schooling should not be subject to such examination. Access to Administrator personnel files will be limited to Superintendent, Board of Education, Counsel for the district, and the employee in question.

No anonymous materials will be included in the Administrators' personnel folder.

ARTICLE XVI – DURATION OF AGREEMENT

- A. The parties agree that all negotiable items have been presented at the table and have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree negotiations will not be reopened on any item, whether or not contained herein, during the term of this Agreement, unless by mutual consent.
- B. The provisions of this Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect until a successor Agreement is negotiated between the parties and agreed to in writing.

FOR THE ASSOCIATION

Judith Byam

Judith Byam
President
Delhi Administrators Association

Oct. 20, 2011

Date

FOR THE DISTRICT

Jason Thomson

Jason Thomson
Superintendent of Schools
Delhi Central School District

10/20/11

Date