

**Negotiated Agreement By and Between**

**The**

**Clarence Central School District**

**and the**

**Clarence Administrators' Association**

**July 1 2016 – June 30, 2019**

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## **Article 1.0 Concerning this Agreement**

### **Section 1.1: Definitions**

- 1.1.1 “District” means Clarence Central School District and applies to all persons (i.e. Superintendent of Schools, administrators, supervisors) and bodies (Board of Education) authorized to act on behalf of the District.
- 1.1.2 “Board” means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 “Superintendent of Schools” means the person appointed to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent of Schools to do may be done by a person designated by the Superintendent of Schools to act on behalf of the Superintendents of Schools.
- 1.1.4 “Association” refers to the Clarence Administrators’ Association.
- 1.1.5 “Employee “ and “Administrator” both mean a person serving pursuant to a probationary or tenured appointment in a position included in the unit.
- 1.1.6 “Party” means the District or the Association.
- 1.1.7 “Parties” means the District and the Association.
- 1.1.8 “Agreement” means this agreement, plus appendix A (Grievance Form) referred to in this Agreement and all amendments to this Agreement.
- 1.1.9 “Amendment” means a change in the provisions of this Agreement made during this term by mutual written consent of the parties.
- 1.1.10 “Execution date” means the date identified as such in this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
- 1.1.11 “Unit and negotiating unit” refers to each person the employer-employee negotiating unit.
- 1.1.12 “Fiscal year” means the period which begins at 12:01 AM on July 1<sup>st</sup> of each year and ends at midnight on the next following June 30<sup>th</sup>.

### **Section 1.2 Recognition and Duration**

- 1.2.1 The Board continues for the term of this Agreement to recognize the Association as the sole and exclusive representative for the purpose of collective negotiations and the

administration of grievances of the employees of the District in an employer-employee current negotiating unit consisting of the following positions:

Principals

Assistant Principals

Curriculum Coordinator

Director of Health, Physical Education and Athletics

Director of Special Education

Assistant Director of Special Education

1.2.2 The term of this Agreement begins at 12:01 AM on July 1, 2016 and ends at 11:59 pm on June 30, 2019.

1.2.3 Each provision of this Agreement goes into effect when the term of this Agreement begins and continues until this Agreement is replaced by another.

### Section 1.3 Amendments and Waivers

1.3.1 This Agreement constitutes the entire and complete record of the binding commitments between the Association and the District. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is in writing and has been signed by duly authorized representative of the Association and the District on or after the execution date of this Agreement.

### Section 1.4 Interpretations and Legal Effects

1.4.1 Except when this Agreement says otherwise, the following rules apply to interpreting this Agreement:

a. Each provision in this Agreement is severable from every other provision.

1.4.2 No provisions of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.4.3 Any provision of this Agreement cites a law, rule or regulations is intended to be and shall be interpreted as being which only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

## **Article 2.0 PROFESSIONAL INSERVICE PROGRAM**

2.1.1 Administrators will have an opportunity to participate in in-service activities at a cost not to exceed \$2,000 per administrator. These funds may be utilized by the administrator toward professional organizations.

- 2.1.2 Requests for attendance for all conferences shall be made to the Superintendent of Schools. Administrators will be informed by the Superintendent of the reasons for any conference denial.
- 2.1.3 Mentor Intern Program shall exist for the purpose of mentoring newly appointed administrators to the District. During this one year acclimation program the Administrative Mentor would receive an annual stipend of \$500. The Superintendent will solicit the Administrative Unit for interested candidates. The final selection will be made by the Superintendent.

## Article 3.0 BENEFITS

### Section 3.1 Tax Sheltered Annuities

- 3.1.1 The District shall purchase annuities for administrators upon their authorization and in accordance with the provisions of Section 403(b) and Section 457 of the Internal Revenue Code of 1954 as amended. The District will contribute \$3,700 in 2016/17, \$3,800 in 2017/18 and \$3,900 in 2018/19 and thereafter, in to each administrators designated 403b account.

### Section 3.2 Medical Coverage

- 3.2.1 Medical Coverage: The District shall provide an enhanced Clarence CSD C Health Insurance Plan or its equivalent. In addition to the basic coverage included in the Clarence CSD C Plan, the Plan will include:
  - a) After the ratification of this collective bargaining agreement by both parties to this Agreement, effective July 1, 2016, the District shall self-fund health insurance coverage for eligible and participating association members and will offer the Clarence CSD C Plan.
  - b) After the ratification of this collective bargaining agreement by both parties to this Agreement, effective July 1, 2016, the prescription drug co-payment on health insurance plans shall be as follows:

Insurance Plan	Tier I	Tier II	Tier III
Clarence CSD C Plan	\$5	\$25	\$35

- c) Inpatient Hospitalization - \$100 co-payment
- d) Regular Office Visit - \$20 co-payment
- e) Specialty Office Visit - \$20 co-payment

3.2.2 The District’s contribution for health care insurance premium equivalents regardless of which plan an employee selects shall be as follows:

Year	District Contribution
2016-17	94%
2017-18	92%
2018-19	90%

3.2.3 In accordance with IRS Code Section 105h, administrators who are enrolled in Clarence CSD C Plan shall be issued a debit card with the annual funding of the card by the District as follows:

- a. \$165 for individuals eligible for the single plan
- b. \$375 for individuals eligible for the family plan

3.2.4 In the event that the health insurance plans, costs, or benefits provided for in this Agreement will result in a penalty or tax or are otherwise financially impacted by the federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act and/or the Health Care and Education Reconciliation Act of 2010, either party may re-open negotiations on the issue of health care, upon five (5) calendar days prior notice. The parties agree to expeditiously negotiate in good faith matters related to health insurance. The parties hereby agree that if they are unable to reach an agreement within two (2) calendar days prior to the penalties or taxes being imposed on the District, the District may implement changes necessary to comply with federal and/or state laws, rules and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes after prior written notice to the union. The District agrees that any unilateral change made pursuant to this article will not result in an overall decrease in the total value of compensation and benefits provided to unit members. Any dispute concerning the changes implemented by the district pursuant to this provision shall be subject to the contractual grievance and arbitration provision; any such grievance may be filed directly to Stage 2. The Parties agree to continue to negotiate in good faith until a mutual change and agreement is made.

3.2.5 The District shall provide the Met Life Dental Plan or its equivalent. The Plan shall include coverage at 100% for Type A preventative services; 80% for type B, basic restorative services; 50% for Type C, major restorative services; and orthodontia coverage at a lifetime maximum benefit of \$1500 per child. The District shall be responsible for premium equivalents of 94% in 2016/17, 92% in 2017/18 and 90% in 2018/19.

3.2.6 In the event a health or dental insurance plan is changed or modified by a carrier, the District will offer an equivalent plan from the same or comparable carrier.

### Section 3.3: Retirements

- 3.3.1 Upon official notice of retirement, pursuant to NYSTRS and a minimum of ten years of employment with the District, accumulative leave will be converted into a retirement benefit. A maximum of 280 days may be used. A dollar value of \$250 per day will be assigned for each day of paid leave. The maximum retirement benefit will be \$70,000. The retirement benefit will be used by the District to pay any health insurance, life insurance, or comparable benefit premiums, until such time as the benefit amount is exhausted. In any fiscal year, no more than \$20,000 will be drawn from the retiree's account. In the event the employee predeceases his/her spouse, the spouse will be allowed to continue the benefit until the bank is exhausted or death, whichever comes first.
- 3.3.2 When the paid leave bank is exhausted, the retired administrator may continue with a District health insurance plan. It is understood the administrator shall be responsible for the full health insurance premium payment.
- 3.3.3 If the retiree is enrolled in District sponsored health coverage as of July 1 of the year preceding the July 1 retirement date, the dollar value of the retiree's retirement benefit shall be used by the District to continue the employee's health insurance benefits. If the retiree is not enrolled in District sponsored health coverage as of July 1 of the year preceding the July 1 retirement date, the District will distribute the retirement benefit as an employer contribution to the unit member 403(b) retirement plan and/or 457 plan. The employer contribution will be made in one installment; provided, however, the maximum employer contribution shall not cause an employee's 403(b) and/or 457 plan account to exceed the applicable contribution limit under Section 415 (c)(1) of the Code, as adjusted for the cost-of-living increases. For employer non-elective contributions made post-employment to a former employee's 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and, in any event, no employer non-elective contribution shall be made on behalf of such former employee after the fifth taxable year in which that employee terminated employment. In the event that the calculation of the employer non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the employer shall first make an employer non-elective contribution up to the contribution limit of the Internal Revenue Code. To the extent that the employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the retiree in January of the following year as an employer non-elective contribution.
- 3.3.4 In recognition for coordinating various summer school programs during their terms of employment, principals, upon official notice of retirement with 10 or more years of administrative service in the District, shall be eligible for a one-time salary adjustment in the last year of employment to be added to their final year base salary in the following amounts:
- |            |        |
|------------|--------|
| Elementary | \$1500 |
| Secondary  | \$1700 |

## Article 4.0 Salary

4.1 Administrative salaries shall increase as per the table listed below:

2016-17	2.95%
2017-18	2.95%
2018-19	2.95%

## Article 5.0 Vacation and Holidays

### Section 5.1 Vacation

5.1.1 Administrators shall have twenty 20 days of vacation per year granted every July 1st. For a first year administrator the 20 days of vacation will be granted on July 1<sup>st</sup>. In the event the first year administrator's start date is after July 1<sup>st</sup>, the vacation day number will be prorated.

Administrators may accrue up to one year's vacation allowance, however, no additional days may be carried over to a subsequent year. After three (3) years of Clarence administrative service, administrators will become eligible for vacation days according to the following schedule:

<b>Years of Service Continuously Completed</b>	<b>Vacation Days</b>
4	21
7	22
10	23
13	24
16	25

5.1.2 Administrators may convert up to three (3) unused vacation days in 2016/17, four (4) unused vacation days in 2017/18 and five (5) unused vacation days in 2018/19, and thereafter, at a rate of 1/240<sup>th</sup> per day of their annual salary.

5.1.3 Vacation schedules are to be approved by the Superintendent of Schools. It is expected that vacations will be taken by administrators during those times when schools are not in session.

Administrators may schedule their work during Winter, February (Presidents' Week) and Spring Break according to the responsibilities to be fulfilled and will be on call. In the event they wish to schedule these periods so that they will not

be in their offices or on call, then those periods are to be included in their vacation days.

## Section 5.2 Holidays

5.2.1 Administrators shall receive 13 paid holidays during the course of the school year. These days are:

New Year's Day	Martin Luther King Jr. Day
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve or day after Christmas
Christmas Day	

In the event a holiday falls on a Saturday, it shall be observed on the previous Friday. In the event a holiday falls on a Sunday, it shall be observed on the following Monday.

## **Article 6.0 Reduction of Administrative Positions**

### Section 6.1 Reduction in Positions

6.1.1 In the event that the Board of Education determines that for fiscal reasons, or due to declining enrollment, or due to the closing of a school building or any other legitimate reason, the number of administrators shall be reduced, the following shall apply:

- a. Consideration will be given to continuing the employment of the person whose position has been eliminated in another administrative position in the school system, if there is an opening\*, and the person is certified for the open position.
- b. In the event there is a teaching position open\*, the person will be offered that position if fully certified and if there are no legal or contractual restrictions.
- c. \*An opening or open position is defined as one to which no teacher currently on staff has a claim, either by law or contract, and for which all available candidates would normally be considered.
- d. In the event employment of the person whose position has been eliminated is continued, salary shall be determined as follows:

1. As an administrator the salary shall be determined according to administrative salary determination procedures.
2. As a teacher, the person will receive credit for teaching and administrative experience in Clarence for placement on the teacher salary schedule.

## **Article 7.0 Leave of Absence**

### **Section 7.1: Paid Leave of Absence**

- 7.1.1 Association members shall receive twenty (20) days of paid leave per year, accumulative to 280 days (year 1 =40; year 2 = 10; year 3 =10). In addition to personal illness, paid leave may be used for the following reasons; illness in family, death in family, religious observances and urgent personal business.

### **Section 7.2: Disability Leave for Child-Rearing and Adoption**

- 7.2.1 The District will follow the guidelines outlined in the U.S. Department of Labor for the "Family and Medical Leave Act".
- 7.2.2 If the parents of the infant child are both employees of the District, only one of them may take a child-rearing leave at the same time or in connection with the same particular infant child.

## **Article 8.0 Grievance Process**

### **Section 8.1 Grievance Procedures**

- 8.1.1 For the purpose of this Agreement, a grievance is defined as a claim that an express term of this Agreement has been violated. No grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented within fifteen (15) working days after the employee knew or should have known of the act or condition on which the grievance is based.
- 8.1.2 Step 1: Presentation to the Superintendent
- a. The aggrieved party shall first discuss the grievance with the Superintendent with the objective of resolving the matter informally. The Superintendent will present to

the Association an informal written response to the matter discussed at the meeting within ten (10) working days.

- b. If the grievance is not resolved informally, the unit member shall submit a written grievance to the Superintendent for consideration within ten (10) working days of receipt of the Superintendent's informal written response presented following the meeting, as required in Article 8, Section 8.1.2.
- c. The written grievance shall contain the following:
  - 1. The specific article, sentence, or clause of this Agreement alleged to have been violated.
  - 2. The specific remedy requested in reference to said violation.
  - 3. Sufficient facts to substantiate the alleged violation including the precise time, place and identity of the party alleged responsible or involved with such violation. Any factual allegation or provision of the Agreement that is not stated in the grievance document shall not be raised or presented to the District at later stages of the grievance procedure.
- d. The Superintendent shall render his/her decision on the written grievance within fifteen (15) working days of receipt.

#### 8.1.3 Step 2: Submission of Written Grievance to the Board

In the event that the Association is not satisfied with the decision of the Superintendent, the Association may then file a written grievance and decision of the Superintendent with the clerk of the Board within five (5) working days of the receipt of the Superintendent's determination. The Board, will schedule a meeting with the aggrieved party within twenty-five (25) working days of receipt of the request for Board review. The Board shall answer the written grievance filed with it within ten (10) working days following the meeting. The President of the Board, may at his/her discretion, appoint representative members of the Board to act for the Board pursuant to the provisions of this paragraph.

#### 8.1.4 Step 3: Appeal to an Arbitrator

After such meeting if the administrator is not satisfied with the Board decision and that appealing is in the best interests of the aggrieved party, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) working days of the decision.

Within five (5) working days after such written notice of submission to arbitration, the School District and Administrators Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators

will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing or from the date the final statements and proofs were submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues.

The decision of the arbitrator, which shall be rendered to the Board of Education and the aggrieved party shall be binding on both parties.

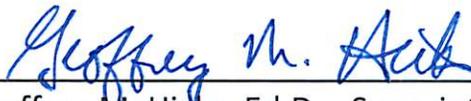
The arbitrator's decision shall be confined to an interpretation of the Negotiated Agreement. The arbitrator has no power to add to, detract from or change in any way the provisions of this Agreement.

The costs of the services of the arbitrator, including expenses, if any will be borne equally by the Board of Education and the Association.

## Article 9.0 Contract Termination

Like "In witness whereof, the duly authorized representatives of the parties affixed their signature below on the dates indicated on this 3<sup>rd</sup> day of MAY 2016"

  
\_\_\_\_\_  
Kenneth Smith - Clarence Administrators Association President

  
\_\_\_\_\_  
Geoffrey M. Hicks, Ed.D. - Superintendent of Schools

**CLARENCE CENTRAL SCHOOL DISTRICT  
ADMINISTRATIVE ASSOCIATIONS  
GRIEVANCE FORM**

TO: \_\_\_\_\_(Superintendent)

Grievant's Name \_\_\_\_\_

1. Paragraph(s) of the Agreement that grievant believes the District's act violated:

2. Act of District that grievant objects to (describe briefly):

The act took place on: \_\_\_\_\_(date)

3. Action the grievant believes the District should take to correct the situation:

Grievant's signature: \_\_\_\_\_

Date submitted: \_\_\_\_\_