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<td><strong>Union:</strong> Newfield Central School Administrators Association</td>
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AGREEMENT

between the

NEWFIELD CENTRAL SCHOOL DISTRICT

and the

NEWFIELD CENTRAL SCHOOL ADMINISTRATORS’ ASSOCIATION

July 1, 2015
through
June 30, 2018
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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Newfield Central School District, (hereinafter referred to as the "District") and its administrative staff represented by the Newfield Central School Administrators’ Association (hereinafter referred to as the "Association"), and to enable the administrators to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Newfield, do enter into this agreement.

ARTICLE I
RECOGNITION

The Newfield Central School District, having determined that the Newfield Central School Administrators’ Association (hereinafter “Association”) is supported by a majority of the administrators in a unit of employees organized for the purpose of collective negotiations has recognized the Association as the exclusive negotiating agent for the administrators contained in such unit.

The unit is comprised of the following: High School Principal, the Middle School Principal, the Elementary Principal, the Director of Special Programs and the Director of Curriculum and Instruction. The unit excludes all other persons.

This recognition shall be continuous and remain in effect for the maximum period allowed by the Taylor Law.

ARTICLE II
SCOPE OF AGREEMENT

A. The District and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Newfield Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations of the Commissioner of Education as are in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

B. Rights of Minorities and Individuals: Whenever in this agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

C. Employer Rights: Except as expressly limited by provisions of this agreement the authority, rights and responsibilities delegated to this District are retained by said District.
ARTICLE III
SALARY AND FRINGE

A. Salary Increases.

1. 2015-2016 Work Year.
Unit members shall receive a three and a half percent (3.5%) salary increase over their 2014-2015 salary.

2. 2016-2017 Work Year
Each returning unit member shall receive a 2.75% salary increase over their 2015-2016 salary.

3. 2017-2018 Work Year
Each returning unit member shall receive a 2.5% salary increase over their 2016-2017 salary.

B. Unused Vacation
At the time of retirement or resignation from the District, unit members will be reimbursed for all earned, unused vacation days. This reimbursement will be calculated on a work year of 240 days, up to a maximum of 40.

Each unit member may sell back to the District up to five unused vacation days per year.

C. Work Year
All unit members will be on a twelve-month schedule.

D. Health Insurance
Unit members will be covered by the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent (current level of benefits or better 7/1/86) as follows:

a. Individual Plan

i. The District agrees to pay ninety percent (90%) of the cost of an individual plan and the employee shall pay a true ten percent (10%) of the cost of the plan.

b. Family Plan

i. For those unit members hired before June 30, 2004:
   a) In the 2009-10 school year, the District shall pay eighty-five percent (85%) of the cost of a family plan and the employee shall pay a true fifteen (15%) of the cost of the plan.

ii. For those unit members hired after July 1, 2004, the District agrees to pay eighty percent (80%) of the cost of a family plan and the employee shall pay a true twenty percent (20%) of the cost of the plan.
Effective on July 1, 2015, the District will offer a prescription plan that provides a $10 employee co-pay per fill for generic drugs, a $20 employee co-pay per fill for preferred brand name drugs and, a $35 per fill for non-preferred brand name drugs.

Each employee enrolled in the health plan will have to meet annual deductibles of $100/$300.

E. The stipend paid for not electing to use the health insurance program: $1,200.

F. Longevity Stipend:

Longevity will be added to the base salary on July 1st of the year in which the anniversary of the member's start date occurs as per the following schedule:

<table>
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<th>Anniversary Year</th>
<th>Amount of Longevity Added to Base Salary</th>
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<td>30</td>
<td>Additional $500</td>
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G. Other Deductions

Provisions will be made for deduction, upon request, in favor of any unit member from any recognized banking institution in accordance with the bank's instructions.

Employees will pay for any banking fees incurred for these deductions.

A bargaining unit member may withdraw the authorization(s) at any time by written notice that is received by the District at least two (2) weeks prior to the effective pay period. Bargaining unit members can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the member will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.

H. Tuition Free Attendance

Basic tuition fees will be waived for children of Newfield Central School District administrators who live outside of the District yet wish their children to attend educational programs which are available, pre-kindergarten through twelfth grade in the Newfield Central School District.

I. Educational Credits for Unit Members who are Permanently Certified - In order to encourage unit members to maintain and/or improve their skills, the District will reimburse the cost of tuition for undergraduate or graduate credit to any unit member who successfully completes undergraduate or graduate credits that are germane to his assignment. The following conditions apply to this program:
1. All courses must be taken at an accredited college or University recognized by the State of New York.

2. All courses must be approved in advance.

3. Administrators will be reimbursed up to the rate of the current tuition rate of the State University of New York upon the submission of the proper bills and official transcripts.

4. The District will also reimburse tuition above the SUNY graduate rate for approved programs. Unit members who attend approved programs will incur a commitment to remain employed by the Newfield District for five years following the completion of the approved graduate courses or modules. If the unit member leaves before five years from the time of the approved course completion, said administrator will repay the District the tuition expense. The expense will be determined by obtaining the difference between the SUNY tuition rate that was charged at the time calculated per credit hour, and the tuition rate charged by the approved program for each graduate hour multiplied by the total number of graduate credit hours. The repayment will be pro-rated as follows:

- 0-1 years following completion: 90% of expense
- 1-2 years following completion: 80% of expense
- 2-3 years following completion: 70% of expense
- 3-4 years following completion: 60% of expense
- 4-5 years following completion: 50% of expense
- 5+ years following completion: 0% of expense

If a unit position is eliminated by the District, the unit member is not responsible for repayment of educational tuition expenses.

J. Additional Benefits

Dental Plan

The District will offer dental insurance under the Ameritas plan or under a mutually agreed upon plan that offers comparable benefits. Unit members who elect coverage are responsible for the full premium cost of coverage. Elections to participate and authorizations for payroll deductions for premium payment must be made in writing on forms to be provided by the District.

105 IRC Account

Effective October 1, 2006, the District shall set up a Section 105 account for each unit member.

The District agrees to pay annually into each unit member’s 105 plan the sum of $800.
The parties agree that the 105 account money must be in compliance with all federal and NYS laws. To the extent permitted by law and plan regulation, the money in these 105 accounts may be rolled over from plan year to plan year. In addition, to the extent allowed by law, the District agrees to design a plan which will allow, at the time of retirement, for the use of any former unit member who has such an account, of the money therein for a period of time extending out two calendar years from the date of retirement. The District agrees to pay the administrative fees for active unit members for these accounts. Upon retirement the administrative fees will be paid out from the former unit member’s 105 account.

K. Payment for Teaching In-Service Courses - Unit members will be paid for teaching in-service, professional development courses that take place outside of the regular school day and are in addition to the *regular* assignment of the building principal. Reimbursement will be at the current District rate. Unit members recognize that, as educational leaders, there is responsibility on their part to insure that staff are receiving necessary professional development to meet District goals. Courses that involve technology training, adult education, etc., are considered in addition to the unit member’s regular assignment.

L. Mileage for School Business
School vehicles will be used whenever possible. The current Internal Revenue Service rate for mileage will be paid for use of personal vehicle if a school vehicle is not available. If a school vehicle is available and the individual elects to use his own car, the Board of Education will pay thirteen cents (.13) per mile.

M. Eligibility for Health Insurance at retirement
a) In order for unit members to be eligible for health insurance at the time of their retirement, they must have ten (10) years of service with the Newfield Central School District, and be employed by the District at the time of their retirement.

b) The health insurance premium paid by the District for retirees will be frozen at the rate the Board of Education is paying at the time of the unit member’s retirement.

c) If a rate is negotiated that is less than what the District pays for any retiree, the new lower rate will become the maximum rate that the District will pay for each individual retiree.

d) It will be the retiree’s responsibility to make payments to the District for the difference between the District’s maximum contribution and the actual cost. The
retiree shall make a quarterly payment on or before every calendar quarter, (i.e. January 1, April 1, July 1, and October 1).

ARTICLE IV
TERMS OF EMPLOYMENT

A. Notification of Salary:
Fifteen (15) days subsequent to the adoption by both parties of a new agreement, the District will give each administrator notice of salary for the next school year except where unforeseeable or extenuating circumstances prevail. Adoption of an agreement of long duration is directed to July 1 of the new fiscal year.

B. Employment Status:
Written notice will be given to all non-tenured, certified administrative personnel in writing regarding their employment status by December first relating to the current school year, and by April first concerning the following year except in the third year of employment when notification will be given by May first.

ARTICLE V
LEAVES OF ABSENCE

A. For the purpose of this agreement, Immediate Family shall be defined as husband, wife, children, step-children, parents, step-parents, aunts, uncles, nieces, nephews, in-laws, sister, brother, grandparents of employee or spouse, grandchild, and persons residing in employee's house.

B. Holidays – All administrators shall be entitled to twelve holidays per year. These will normally be the same as those granted service employees unless there is a special school activity scheduled on a holiday. In such case, another mutually agreed upon date will be arrived between the unit member and the Superintendent. In addition, the week between Christmas and New Year’s Day will be holidays and will not be considered vacation days.

C. Vacations – All administrators shall be entitled to twenty days vacation time each year. Members will be awarded those 20 vacation days on July 1st of each school year and be permitted to use those days as of July 1st of the same year. Should the member leave during a school year, payment for unused vacation days will be pro-rated.
Vacations are scheduled with the approval of the Superintendent and will not normally be taken when school is in session. Vacation time may be accumulated up to a maximum of 40 days.

D. Sick Leave - Each unit member shall be entitled without diminution of salary to twelve days leave of absence because of illness on an annual basis. Unused sick leave may be accumulated with no cap.

E. Personal Days - Each unit member will be allowed three (3) days leave of absence for personal reasons. This will be non-cumulative but not deducted from leave of absence for illness. Unused personal days will be added to the employee’s accumulated sick leave at the end of each school year.

F. Bereavement - The District shall grant up to five school days and, in the event of hardship, may grant up to eight school days leave with pay to any unit member in the event of a death in his immediate family, as defined in Article V.

G. Other Leaves: The District may grant other leaves of absence

H. Visitation Days: Unit members may request one (1) day per year to visit other schools, provided such request is approved by the superintendent. Additional days will be granted by the Superintendent upon request by the unit member.

I. Abolishment of Position - Should a unit member’s position be abolished, that unit member shall be afforded the opportunity to transfer to an administrative position for which he is certified if such a position is available in the District. The salary for this position shall be commensurate with the position, the individual’s experience, and the scope of this Agreement.

J. Social Security – The members of this unit are covered by the United States Social Security System.

K. Physical Examinations - The District encourages each unit member to have an annual physical examination. These examinations will be at the expense of the District. The claim is to be submitted to the health insurance carrier first. The District will pay any balance.

L. Professional Membership and Development – The Board of Education will pay the cost of one professional membership for each member of the Association. The Superintendent must approve the professional organization. In addition, unit members may attend one state level conference each year or one national conference every other year at reasonable expense to the District. Participation in said conferences must be planned and approved by the Superintendent of Schools one year in advance to facilitate budget planning.
ARTICLE VI
EMERGENCY CLOSURES

Emergency Closings
All unit members are entitled to three (3) district emergency closure days (ex. snow days) with pay per school year. Unit members wanting to take off more than the three district emergency closure days may do so using personal time or vacation time.

If two (2) or more emergency days are unused as of the spring recess, one (1) vacation day will be added chosen by the Superintendent and one (1) day will be added to the Memorial Day recess. If only one (1) emergency closing day remains in the work year as of May 1, one (1) day will be added to the Memorial Day recess.

ARTICLE VII
UNIT MEMBER EVALUATION

Unit members will be evaluated in compliance with New York Education Law, Section 3012-c as outlined in the negotiated APPR. The parties agree that they will commence negotiations concerning the Annual Professional Performance Review (APPR) plan for the 2015-16 school year as soon as practicable after adoption of regulations of the Commissioner of Education as required by the 2015-16 budget bill. This new APPR Plan shall be subject to agreement by the Superintendent and the membership of the Association. The parties hereby express their intent to conduct such negotiations in an expeditious manner so that an APPR Plan can be submitted to the New York State Education Department by the November 15, 2015 deadline.

ARTICLE VIII
EMPLOYEE DISMISSAL

A. No employee will be dismissed without just cause.

B. In the event that the District is considering the dismissal of an employee or termination of an employee's services at the expiration of his/her probationary period, it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the employee, and at his option, an Association representative for the purpose of improving his performance in order to continue his employment.

C. Following such conference, if the District still determines that the employee should be dismissed, the Superintendent will forward the recommendation to the Board of Education. The employee will receive a minimum of thirty (30) days written notice of the date the Board of Education will meet to consider the recommendation for
termination. If the Board of Education accepts the Superintendent’s recommendation to terminate a non-tenured administrator, it will then provide thirty (30) days notice of the date of dismissal. The notice will specify reasons for dismissal.

D. Any employee dismissed under this article has the right to invoke grievance procedure if he disagrees with the action.

ARTICLE IX
GRIEVANCE PROCEDURES

A. General
1. Declaration of Policy
   In order to establish a more harmonious and cooperative relationship between administrators and members of the Board of Education, which will enhance the educational program of the Newfield Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of administrators pursuant to established rules, regulations and policies of the district.

2. Definitions
   A. An employee shall mean any person in the unit covered by this agreement.
   B. Employer shall mean the individual designated by the Newfield Central School District to review and resolve grievances.
   C. Association shall mean the Newfield Administrators’ Association.
   D. A grievance is a complaint by an employee in the unit, or by an employer, concerning an alleged misinterpretation or misapplication, of an express provision of this agreement.
   E. Days shall mean all days other than Saturdays, Sundays, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given with the terms of this procedure.

3. Rights of the Grievant
   The grievant shall have access to all written statements, records, and materials relating to the grievance.

4. Mutual Rights
   A. In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his representative fails to make a decision within the required time period, the grievance may be appealed to the next higher step in the procedure.
5. Presentation of the Grievance

Step One
A. An employee who claims to have a grievance shall present his grievance to the Superintendent of Schools or his nominee within five (5) working days of its occurrence, with the objective of resolving the alleged grievance informally.

B. The immediate supervisor or his nominee shall meet with the parties to resolve the grievance within five (5) working days. After the meeting of the parties, the Superintendent of Schools or his nominee shall render a decision in writing within five (5) working days, a copy of which is sent to the employee and his representative, if any.

Step Two
If the aggrieved party is not satisfied with the decision at Step One, may within five (5) days, request in writing, a hearing before the Board Of Education. The five (5) days refer to receipt of the written decision in Step One. The requested hearing shall be held within thirty (30) days after it is received and a decision shall be made within five (5) days thereafter. Copies of the decision will be sent to the aggrieved party and his representative, if any.

ARTICLE X
PERSONNEL FILE

Review of Personnel File:

(1) Within one working day of receipt of a written request, a unit member will be provided an opportunity to review and make copies of non-confidential personnel data concerning him. All such material will be kept in one official personnel file located with the Superintendent. A unit member will be entitled to have a representative of the Association accompany him during such review. Only those who have an official right and reason for so doing may inspect an administrator's files, and said files shall not be open to public inspection except upon specific consent by the unit member.

(2) A unit member will be given a copy of any material that relates to that member's conduct, service, character or personality, to be placed in the unit member's personnel file. Such material will carry the notation "C: Personnel File".
(3) The unit member has the right to submit a written response to materials which are derogatory to his conduct, service, character or personality. This response is to be signed by the unit member and attached to the material in question.

(4) All material placed in a unit member's personnel files will clearly identify the author.

(5) Grievances, answers and settlements will not be placed in unit member's personnel files except when both parties agree that settlement material needs to be a matter of record.

**ARTICLE XI**

**RETIREMENT**

Retirement - Cumulative Sick Leave:

(1) Each unit member who retires from administration will be compensated for each day of sick leave that the unit member has accumulated at the effective date of the unit member's retirement at a rate of sixty dollars ($60.00) per day.

(2) In order to be eligible for this benefit, the unit member must be eligible to retire according to the rules and regulations of the New York State Teachers' Retirement System and must give written notice to the District no later than one hundred twenty (120) days prior to the effective date of the unit member's retirement.

(3) Payments for unused sick days will be made as a non-elective 403(b) contribution to the member's 403(b) account.

**ARTICLE XII**

**RIGHT OF REPRESENTATION**

Right of Representation: Any unit member shall have the right of representation in any meeting with his or her supervisor. The Superintendent will advise the unit member of the right to representation prior to any meeting dealing with disciplinary or discharge issues.

**ARTICLE XIII**

**SICK BANK**

The District agrees to coordinate a sick leave bank for use by the administrators. The purpose of the bank will be to provide administrators who are members of the bank with additional sick leave in the event of a serious injury, surgery, or cases of serious illnesses that would result in at least ten (10) consecutive school days of absence. Sick leave bank days will be for the sick bank member's own personal illness only. The following criteria will be applied to the use, installation and management of the sick leave bank:
The district agrees to grant twenty-five (25) days on July 1, 2015 to the administrator unit to start the sick bank.

2) Administrators will be allowed to join the sick bank by donating one (1) day of their accumulated sick days to the bank by July 1st of a given school year and applying for membership with the appropriate form. No administrator can become a member without donating a minimum of one (1) day.

3) Members of the sick bank must donate a minimum of one (1) day to the sick bank in each successive year until the total number of sick days in the bank reaches a total of 50 days.

4) Use of sick bank days must be requested in writing to the Business Official using the Sick Leave Bank Request Form. Any administrator may apply for sick bank leave if he/she has contributed to the bank.

5) A member of the sick bank may not utilize same before his/her own sick leave is exhausted.

6) The total number of sick leave days granted for any bank members cannot exceed fifty (50) days during a school year. Reapplication will be made at intervals of ten (10) days following the application process.

7) The Business Official will initiate a meeting of a Board of Review comprised of two (2) administrators, Superintendent or his/her representative, and the Business Official. The School Physician and/or individual physician may be consulted for information for the Board of Review to use in making their decision. A majority vote will determine authorization.

8) The District will maintain the bank and all arrangements are to be made by the District office. An accounting of the sick leave bank (days and members) will be provided annually by the District to the Association President by November 1st.

9) If and when the bank drops below twenty-five (25) days, the leadership of the Administrators’ Association will solicit the membership for voluntary contributions to replenish the bank. The number of days within the sick bank will be replenished in half (.5) day units.

10) The sick leave bank will be used to supplement workmen's compensation insurance. The combined total of the insurance plan and sick leave bank cannot exceed the total daily rate of an employee.

ARTICLE XIV
MERGER

If the district is dissolved, annexed to, merged or consolidated with one or more school districts, the district agrees to make every reasonable effort to ensure that each administrator is appointed to the position in which they currently are employed. If that is not possible, then the district shall make every reasonable effort to ensure that each administrator is appointed to a position in the merged district which is consistent with the administrator’s education background, experience, certification and former status and acceptable to the administrator.

If the administrator is not appointed to a comparable position in the merged district and is terminated, the district agrees to:

1) Pay the administrator all of his/her accumulated sick leave, but not less than one hundred twenty (120) days at the administrator’s daily rate of 1/240th;
2) Pay the administrator all of his/her vacation days at the daily rate of \(\frac{1}{240}\)th of the administrator's annual salary;

3) Provide one hundred percent (100\%) of the administrator's health insurance for one year after the administrator’s separation from the district or until the administrator's successful employment with another employer, whichever comes first.

**ARTICLE XV**

**SAVINGS CLAUSE**

A. **Savings Clause:**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, or any other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of the Agreement.

B. **Required Language**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
DURATION OF AGREEMENT

This agreement is made and entered into on this 4th day of June, 2015, by and between the District and the Association.

This agreement shall be effective upon ratification by both parties and continue in effect through June 30, 2018.

Both parties agree that all negotiable items in this agreement have been discussed and that no item in this agreement will be reopened during the duration of this agreement except by mutual consent.

All other outstanding issues have been dropped by both sides.

ASSOCIATION

By

Vicky Volpelli

President

DISTRICT

By

Cheryl Thomas

Superintendent

Dated this 4th day of June, 2015.
APPENDIX A

STATEMENT OF GRIEVANCE

GRIEVANCE NO.: _________________
DATE: _________________
AGGRIEVED PARTY: ___________________________________________
POSITION: ___________________________________________

CONTRACT PROVISION(S) VIOLATED:

REMEDY SOUGHT:

Signature of Grievant
APPENDIX B

GRIEVANCE FORM #2
RESPONSE

STAGE _____ GRIEVANCE NO. _____

In accordance with the Negotiated Agreement between the Newfield Central School District and the Newfield Central School Administrator's Association, the following decision has been reached on a grievance submitted in writing on _________________ by _____________________:

DATE: _____________________

SIGNATURE OF SUPERINTENDENT ________________________________

If the grievance is rejected, the above statement will include reasons for the rejection.

Copies:
1. Grievant (two copies)
2. Superintendent
3. NAA President
GRIEVANCE FORM #3
APPEAL

TO __________________________________________

In accordance with the Negotiated Agreement between the Newfield Central School District and the
Newfield Central School Administrators’ Association, the undersigned grievant appeals the decision
reached at Stage _____, which was received by the grievant on _____________________, and
asks that the grievance be submitted to Stage _____ forthwith.

SIGNATURE OF GRIEVANT: ________________________________

Attachments: 1. Copy of original grievance
2. Copy of decision being appealed
3. Applicable supporting documents or statements

Copies to: 1. Superintendent
2. NAA President
3. Hearing Officer of Level Being Appealed
APPENDIX D
Newfield Central School District
SICK LEAVE BANK – REQUEST FORM

Attach any physician’s statements and forward to the Business Office.

Name __________________________________________ Date: __________________

Position/Assignment: ________________________________________________________

Number of days requesting: ______ Absence due to serious illness began __/__/____

The above requested days are needed for the reason of a serious illness, surgery, or a temporary
disability due to an injury as specifically described:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

I understand the Sick Leave Bank Policy and that the Committee decision is final.

/__/__/____ Employee’s Signature (Family Member/Agent)

SICK LEAVE BANK COMMITTEE (OFFICE USE ONLY)
Members in attendance:

_________________________ Signature ____________________ Date

_________________________ Signature ____________________ Date

_________________________ Signature ____________________ Date

_________________________ Signature ____________________ Date

Number of personal sick leave days available: _________

Request Approved: □ Yes □ No Number of Sick Leave bank days approved: ______

Sick Leave Bank days should begin _____ / ___ / ___
WHEREAS, this Board appointed Ms. Joanne James to the position of Business Administrator on September 1, 1999 and;

WHEREAS, Ms. James holds a New York School District Administrator certificate pursuant to Part 80.4 of the Regulations of the Commissioner of Education and;

WHEREAS, Ms. James was granted tenure by said Board on September 1, 2002, and;

WHEREAS, the Board desires to now fix the terms, conditions, and items of employment to the position of Business Administrator from July 1, 2015 through June 30, 2018,

Therefore, let it be resolved as follows:

I. SALARY

The Business Administrator will receive a 3.5% increase over her 2014-2015 salary to be paid in the 2015-16 school year. She will receive a 2.75% increase over her 2015-16 salary to be paid in the 2016-17 school year. She will receive a 2.5% increase over her 2016-17 salary to be paid in the 2017-18 school year.

II. BENEFITS

A. Vacation

The Business Administrator shall be entitled to twenty vacation days annually. Vacations are scheduled with the approval of the Superintendent and will not normally be taken when school is in session. Vacation time may be accumulated up to a maximum of 40 days.

The Business Administrator shall have the option to request a week’s salary in lieu of vacation each contract year. Salary in lieu of vacation must be approved or disapproved by the Superintendent based on the work needs of the District. The request for pay out of accumulated vacation time must be made at least forty-five (45) calendar days prior to the end of the work year.

At the time of retirement or resignation from the District, the Business Administrator will be reimbursed for all earned, unused vacation days. This reimbursement will be calculated on a work year of 240 days, up to a maximum of 40.

B. Holidays

The Business Administrator shall be entitled to twelve holidays per year. These will normally be the same as those granted service employees unless there is a special school activity scheduled on a holiday. In such case, another mutually agreed upon date will be
arrived between the Business Administrator and the Superintendent. In addition, the week between Christmas and New Year's Day will be holidays and will not be considered vacation days.

C. Health Insurance

The Business Administrator will be covered by the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent (current level of benefits or better 7/1/86) as follows:

1. **Individual Plan.** Effective July 1, 2004, the District agrees to pay ninety (90%) of the cost of an individual plan and the Business Administrator will pay the remainder by payroll deductions.

   OR

   **Family Plan:** The Business Administrator agrees to pay, for the 2010-11 school year, twenty percent (20%) of the cost of a family plan via payroll deductions.

2. **Drug Co-Pay:** $10 - $20 - $35.

D. **Stipend** - paid for not electing to use the health insurance program:

   2012-13: $850

E. **Additional Health Benefits**

1. **Dental Plan**

   The District will offer dental insurance under the Ameritus Plan or under a mutually agreed upon plan that offers comparable benefits. The Business Administrator is responsible for the full premium cost of coverage. Elections to participate and authorizations for payroll deductions for premium payment must be made in writing on forms provided by the District.

2. **105 IRC Account**

   Effective October 1, 2006, the District shall set up a Section 105 account for the Business Administrator. The District agrees to pay into this 105 plan the sum of $800 annually.

   The parties agree that the 105 account money must be in compliance with all federal and NYS laws. To the extent permitted by law and plan regulation, the money in this 105 account may be rolled over from plan year to plan year. In addition, to the extent allowed by law, the District agrees to design a plan which will allow, at the time of retirement, for the use of any former employee who has such an account, of the money therein for a period of time extending out two calendar years from the date of retirement. The District agrees to pay the administrative fees for active employees for these accounts. Upon retirement the administrative fees will be paid out from the former employee's 105 account.
F. **Longevity Stipend**

Longevity will be added to the base salary on July 1st of the year in which the anniversary of the member's start date occurs as per the following schedule:

<table>
<thead>
<tr>
<th>Anniversary Year</th>
<th>Amount of Longevity Added to Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$500</td>
</tr>
<tr>
<td>10</td>
<td>Additional $500</td>
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<tr>
<td>15</td>
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<tr>
<td>25</td>
<td>Additional $500</td>
</tr>
<tr>
<td>30</td>
<td>Additional $500</td>
</tr>
</tbody>
</table>

G. **Other Deductions**

Provisions will be made for deduction, upon request, from any recognized banking institution in accordance with the bank's instructions.

The Business Administrator will pay for any banking fees incurred for these deductions.

The Business Administrator may withdraw the authorization(s) at any time by written notice that is received by the District at least two (2) weeks prior to the effective pay period. She can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the Business Administrator will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.

H. **Payment for Teaching In-Service Courses**

The Business Administrator will be paid for teaching in-service, professional development courses that take place outside of her regular school day and are in addition to the regular assignment of the Business Administrator. Reimbursement will be at the current District rate.

I. **Mileage for School Business**

The current Internal Revenue Service rate for mileage will be paid for use of a personal vehicle if a school vehicle is not available. If a school vehicle is available and the Administrator elects to use her own car, the Board of Education will pay thirteen cents (.13) per mile.

J. **Professional Membership and Development**

The Board of Education will pay the cost of NYASBO or AICPA memberships for the Business Administrator.

In addition, the Business Administrator may attend a reasonable number of state level conferences each year germane to school business functions. She may also attend one national conference every other year at reasonable expense to the District. Participation in said national conference must be planned one year in advance, with the Superintendent's approval, to avoid budget constraints.
K. **Educational Credits**

In order to encourage the Business Administrator to maintain and/or improve her skills, the District will reimburse the cost of tuition for undergraduate coursework and/or graduate credits germane to her assignment. The District will cover the cost of CPE credit necessary for the Business Administrator to maintain her CPA license. The Business Administrator must successfully complete such coursework. The following conditions apply to this program:

1. Courses must be taken at an accredited college or University recognized by the State of New York. Continuing professional development courses recognized by the State of New York may be taken to retain professional licensing.

2. All courses must be approved in advance.

3. The Business Administrator will be reimbursed up to the rate of the current tuition rate of the State University of New York upon the submission of the proper bills and official transcripts.

4. The District will also reimburse tuition above the SUNY graduate rate for approved programs. If the Business Administrator attends approved graduate programs she will incur a commitment to remain employed by the Newfield District for five years following the completion of the approved graduate courses or modules. If she leaves before five years from the time of the approved course completion, the Business Administrator would repay the District the tuition expense. The expense will be determined by obtaining the difference between the SUNY tuition rate that was charged at the time calculated per credit hour, and the tuition rate charged by the approved program for each graduate hour multiplied by the total number of graduate credit hours. The repayment will be pro-rated as follows:

   0-1 years following completion: 100% of expense  
   1-2 years following completion: 90% of expense  
   2-3 years following completion: 80% of expense  
   3-4 years following completion: 65% of expense  
   4-5 Years following completion: 50% of expense

If the District eliminates the Business Administrator’s position, she is not responsible for repayment of educational tuition expenses.

**III. TERMS OF EMPLOYMENT**

A. **Notification of Salary**

Fifteen (15) days subsequent to the adoption of Board resolution, the District will give the Business Administrator notice of salary for the next school year except where unforeseeable or extenuating circumstances prevail. Adoption of an agreement of long duration is directed to July 1 of the new fiscal year.
B. Work Year
The Business Administrator will be on a twelve-month schedule.

C. Abolishment of Position
Should the Business Administrator’s position be abolished, she shall be afforded the opportunity to transfer to an administrative position for which she is certified if such a position is available in the District. The salary for this position shall be commensurate with the position, the Business Administrator’s experience and the scope of this Agreement.

D. Physical Examinations
The District will pay for an annual physical examination. The claim is to be submitted to the health insurance carrier first. The District will pay any balance.

IV. LEAVES OF ABSENCE

A. For the purpose of this agreement, Immediate Family shall be defined as husband, wife, children, stepchildren, parents, stepparents, aunts, uncles, nieces, nephews, in-laws, sister, brother, grandparents of employee or spouse, grandchild, and persons residing in employee's house.

B. Sick Leave
The Business Administrator shall be entitled without diminution of salary to twelve days leave of absence because of illness on an annual basis. Unused sick leave may be accumulated with no cap.

C. Personal Days
The Business Administrator will be allowed three (3) days leave of absence for personal reasons. This will be non-cumulative but not deducted from leave of absence for illness. Unused personal days will be added to the Business Administrator’s accumulated sick leave at the end of the school year.

D. Bereavement
The District shall grant up to five (5) school days and, in the event of hardship, may grant up to eight (8) school days leave without pay in the event of a death in her immediate family, as defined in Section IVa.

E. Other Leaves
The District may grant other leaves of absence.

V. EMERGENCY CLOSURES
The Business Administrator is entitled to three (3) district emergency closure days (ex. snow days) with pay per school year. Unit members wanting to take off more than the three district emergency closure days may do so using personal time or vacation time.
If two (2) or more emergency days are unused as of the spring recess, one (1) vacation day will be added chosen by the Superintendent and one (1) day will be added to the Memorial Day recess. If only one (1) emergency closing day remains in the work year as of May 1, one (1) day will be added to the Memorial Day recess.

VI. EVALUATION
The Superintendent shall evaluate the Business Administrator annually. The Superintendent shall meet with her to review the completed evaluation, attainment of mutually understood objectives and work expectations, and to establish new goals for the upcoming year.

This evaluation may provide the basis for salary recommendations for the Business Administrator.

VII. EMPLOYEE DISMISSAL
A. The Business Administrator will not be dismissed without just cause.

B. In the event that the District is considering dismissal, it will provide at least one written warning and will schedule a meeting with the Superintendent and the Business Administrator for the purpose of improving her performance in order to continue her employment.

C. Following such conference, if the District still determines that the Business Administrator shall be dismissed, the Superintendent will forward the recommendation to the Board of Education. The Business Administrator will receive a minimum of thirty (30) days written notice of the date the Board of Education will meet to consider the recommendation for termination.

VIII. PERSONNEL FILE

Review of the Personnel File:

A. Within one working day of receipt of a written request, the Business Administrator will be provided an opportunity to review and make copies of non-confidential personnel data concerning her. All such material will be kept in one official personnel file located with the Superintendent. Only those who have an official right and reason for so doing may inspect the Business Administrator’s file, and said file shall not be open to public inspection except upon specific consent by the administrator.

B. The Business Administrator will be given a copy of any material that relates to her conduct, service, character or personality that is placed in the personnel file. Such material will carry the notation “cc: Personnel File”.

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C. The Business Administrator has the right to submit a written response to materials that are derogatory to her conduct, service, character or personality. This response is to be signed by the administrator and attached to the material in question.

D. All material placed in Personnel Files will clearly identify the author.

E. Grievances, answers and settlements will not be placed in the Personnel Files except when both parties agree that settlement material needs to be a matter of record.

IX. RETIREMENT

A. Cumulative Sick Leave
   If the Business Administrator retires from employment in the Newfield district, she will be compensated for each day of sick leave that has accumulated at the effective date of retirement at a rate of sixty dollars ($60) per day. Payments for unused sick days will be made as a non-elective 403(b) contribution.

B. Eligibility for Health Insurance at Retirement:
   1. In order for the Business Administrator to be eligible for health insurance at the time of retirement, she must have fifteen (15) years of service with the Newfield Central School District, and be employed by the District at the time of retirement.

   2. In order to be eligible for this benefit, the Business Administrator must be eligible to retire according to the rules and regulations of the New York State Teachers’ Retirement System and must give written notice to the District no later than one hundred twenty (120) days prior to the effective date of the employee's retirement. Payments will be made in a lump sum within thirty (30) days following the retirement.

   3. The health insurance premium paid by the District for retirees will be frozen at the rate the Board of Education is paying at the time of the Business Administrator’s retirement.

   4. If a rate is negotiated that is less than what the District pays for any retiree, the new lower rate will become the maximum rate that the District will pay for each individual retiree.

   5. It will be the retiree’s responsibility to make payments to the District for the difference between the District’s maximum contribution and the actual cost. The retiree shall make a quarterly payment on or before every calendar quarter (i.e. January 1, April 1, July 1, and October 1).

   6. Payments will be made in a lump sum within thirty (30) days following the retirement.
X. **SAVINGS CLAUSE**

A. Should any part of this Resolution be rendered or declared illegal or invalid by legislation, or any other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of the Agreement.

B. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

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**DURATION OF AGREEMENT**

This agreement is made and entered into on this 4th day of June, 2015, by and between the District and the Business Administrator. Both parties agree that all negotiable items in this agreement have been discussed and that no item in this agreement will be reopened during the duration of this Agreement except by mutual consent.

By

[Signature]

Business Administrator

By

[Signature]

Superintendent

Dated this 4th day of June, 2015.
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 4th day of June, 2015 by and between the

BOARD OF EDUCATION OF NEWFIELD CENTRAL SCHOOL DISTRICT, Tompkins County, New York (hereinafter referred to as the "Board"), party of the first part, and

CHERYL THOMAS, residing at 70 Pine Circle, Newfield, NY 14867, (hereinafter referred to as the "Superintendent"), party of the second part.

WITNESSETH THAT:

WHEREAS, the Board wishes to employ the Superintendent as the Chief Executive and Administrative Officer of the Newfield Central School District (hereinafter referred to as the "District") upon the terms and conditions set forth herein; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment by the District will provide the basis for effective Communication and future understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions of the Superintendent's employment with the District;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration the parties hereto hereby agree as follows:

1. AGREEMENT OF EMPLOYMENT. The Board hereby agrees to employ the Superintendent as Superintendent of Schools of the District, and the Superintendent hereby agrees to be employed by the Board as Superintendent of Schools of the District on the terms and conditions set forth herein.
2. **TERM OF EMPLOYMENT.** The Superintendent's term of employment shall extend to June 30, 2020 unless further extended or sooner terminated as hereinafter provided.

3. **EXTENSION OF TERM.** The Board of Education shall, in accordance with paragraph 8 herein, complete an evaluation of the Superintendent during the month of May of each year of this contract. If the Board does not annually notify Superintendent in writing before June 1st that this Agreement will not be renewed, it shall be deemed that the Board has renewed this Agreement for one year extending from the termination date set forth in paragraph 2 above. If the Board decides not to extend the contract, the matter shall be kept confidential. If the Superintendent leaves the District after such decision by the Board, the amount of the remaining contract including accumulated leave time will be paid in full upon her departure.

4. **SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES.** The Superintendent shall be the Chief Administrative Officer of the District and shall perform all of the duties and possess all of the authority granted to a Superintendent of Schools under the provisions of the Education Law and other statutes of the State of New York, and the rules or regulations of the Commissioner of Education. The Superintendent shall be notified of and attend all Board of Education meetings and executive sessions except those portions of executive sessions held to evaluate the Superintendent or where the Superintendent is the subject of the executive session. The Superintendent shall hold at all times a valid New York State Driver's License.

   A. The Superintendent shall have charge of the schools of the District under the direction of the Board; she shall be the chief administrative officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the
Education Law or other applicable statutes, laws, rules and/or regulations and those
duties and/or responsibilities established by the Board pursuant to such statutes, laws,
 rules and regulations.

B. During the term of this agreement, the Superintendent shall faithfully, diligently and in
 accordance with accepted professional standards perform and discharge the duties and
 responsibilities of Superintendent of Schools of the District as the same are set forth in
 the Education Law and other applicable statutes, laws, rules and/or regulations and the
duties and/or responsibilities established by the Board pursuant to such statutes, laws,
 rules, and/or regulations.

C. Without limiting the foregoing, the Superintendent shall have the specific and exclusive
 authority, right and responsibility to:

i. organize and reorganize the administrative and supervisory staff, including
    instructional and non-instructional personnel, in a manner which in the
    Superintendent's judgment best serves the District;

ii. make recommendations to the Board of Education as a prerequisite to either
    the appointment or the termination of employment of both instructional and
    non-instructional personnel;

iii. supervise, direct and evaluate supervisors, principals, teachers and all other
    persons employed in either the business management or the instructional
    activities of the District;
iv. transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;

v. with respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

D. Consistent with and pursuant to Education Law §211-B (5)(a) the superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

E. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided, however that the Board shall not, without the Superintendent's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.
5. **BOARD REFERRAL.** The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing, for her study and recommendation, any and all criticisms, complaints and suggestions, communications or comments which it may have regarding the administration of the District or the Superintendent's performance of her duties.

6. **CERTIFICATION.** The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of employment with the District.

7. **COMPENSATION.** The annual salary of the Superintendent for the period commencing on or before July 1, 2015 and ending June 30, 2016 shall be at a twelve (12) month rate equal to $139,860 to be paid in equal installments in accordance with the rules of the Board governing salary payment to other administrative staff members of the District. The Superintendent's compensation shall be increased by a minimum of 2.75% in 2016-2017 and by a minimum of 2.5% in 2017-2018. The Superintendent's compensation for each subsequent twelve (12) month period of employment shall be determined by the Board no later than June 1st in each year; provided, however, that in no event shall the Superintendent's compensation for any twelve (12) month period of employment be less than the amount of compensation paid during the preceding twelve (12) month period.

8. **PERFORMANCE EVALUATION.** The Board shall devote at least a portion of one meeting during the month of May in each year of the Superintendent's employment by the District to an evaluation of her performance and her working relationship with the Board. The evaluation shall be based upon performance criteria mutually agreed upon by the parties. The Board shall reduce that evaluation to writing in a form mutually agreed upon by the parties. The
Superintendent shall be provided with a copy of the written evaluation, signed by all members of the Board within ten (10) days after the May evaluation meeting. Informal discussions between the Superintendent and the Board may occur during the first year of the contract to assist the parties in developing and clarifying expectations in the interest of developing a solid working relationship.

9. VACATION LEAVE.

   a. The Superintendent shall be entitled to twenty-five (25) days of vacation leave, exclusive of holidays, upon commencement of employment and annually thereafter, credited on July 1st of each year. This vacation leave shall be earned at the rate of two and one-twelfth (2 1/12) days per month worked, to be added to her cumulative vacation leave balance. Unused vacation leave will be compensated at the daily rate upon exit from employment.

   b. The Superintendent may carry forward unused vacation days in any given year up to forty (40) days. Unused vacation days may be rolled over into sick leave.

   c. In the event that the Superintendent wishes to use three (3) or more consecutive days of leave time during any period when school is in session, she will first notify the Board President or Vice President. In the event that she wishes to use more than two (2) consecutive weeks of vacation at a time when school is not in session, she will first notify the Board President or Vice President, and also inform the Board of same by e-mail, of her request, and obtain approval of same from the Board of Education.

   d. The Superintendent shall have the option to sell back to the District up to five unused vacation days per year.
e. In addition, the week between Christmas and New Year’s Day will be holidays and will not be considered vacation days.

10. HOLIDAYS. The Superintendent shall be entitled to twelve (12) holidays per year. The schedule of holidays to be observed will normally be the same as those observed by service employees.

11. SICK LEAVE

   a. Upon commencement of employment, the Superintendent shall be credited with thirty (30) days of paid sick leave.

   b. Beginning upon the month following commencement of employment, the Superintendent shall earn one (1) additional day of sick leave upon the completion of each month of employment with the District.

   c. The Superintendent shall be entitled to accumulate and carry over unused sick leave during the period of her employment with the District. Unused sick leave will be compensated at $65 per day upon exit from employment.

12. PERSONAL BUSINESS DAYS. The Superintendent shall be entitled to three (3) days leave for personal business during each year of this agreement. Such personal business days shall not accumulate from year to year, but unused days shall be added to the Superintendent’s accumulated sick leave at the end of each contract year. Unused personal leave will be compensated at her daily rate upon exit from employment.
13. EXPENSE REIMBURSEMENT.

a. The Superintendent is authorized to incur reasonable expenses, not to exceed Board approved budget amounts, in the discharge of her duties including, but not limited to, expenses for travel and lodging; professional association dues and fees for NYS Council of Superintendents and American Association of School Superintendents; attendance at professional conferences and meetings approved by the Board of Education on national, state and local levels, which shall not exceed ten (10) meeting days per year unless approved by the Board; and similar items related to her employment.

b. The Superintendent shall be reimbursed for mileage for use of her personal vehicle for school purposes outside of the school district at the rate approved by the Internal Revenue Service.

c. The Board will pay or reimburse the Superintendent for all such expenditures upon presentation periodically of an itemized account.

14. HEALTH BENEFITS. The Superintendent shall participate in and be covered by the District's Health Plan with the Superintendent contributing twenty percent (20%) of the premium equivalent. The Superintendent shall be eligible for a stipend in the amount of Eight Hundred Fifty and 00/100ths Dollars ($850.00) in lieu of health insurance. The deductible shall be $100 Single/$300 Family, Co-pay Tier $10 - $20 - $35. The Superintendent may participate in dental and vision coverage at the district’s expense and provided such coverage is available to the District. The Superintendent may participate at her expense in a Flex Account/105 Plan up to her $5,000.00 contribution. Upon her retirement from the District, the Board will provide health coverage under the same terms for individual health insurance plans and dental/vision coverage for the Superintendent, for the remainder of her life. The District will pay 80% of the premium
cost of the Health Plan. This paragraph shall survive the term and be enforceable after the termination of this agreement.

15. ADDITIONAL BENEFITS. Effective July 1, 2013, the District shall set up an HRA account for the Superintendent. The District agrees to pay into this HRA the sum of $800 each year. The parties agree that the HRA money must be in compliance with all federal and NYS laws. To the extent permitted by law and plan regulation, the money in this HRA may be rolled over from plan year to plan year. In addition, to the extent allowed by law, the District agrees to design a plan which will allow, at the time of retirement, of the money therein for a period of time extending out two calendar years from the date of retirement. The District agrees to pay the administrative fees for this account. Upon retirement the administrative fees will be paid out from this HRA account.

16. BEREAVEMENT LEAVE. The District may grant up to five (5) school days, and in the event of hardship may grant up to eight (8) school days, leave with pay to the Superintendent in the event of a death in her immediate family.

17. TERMINATION OF CONTRACT.

   a. Severance.

      The Superintendent's employment during the term of this Agreement may only be terminated for just cause, in accordance with the procedures set forth below.

      **Hearing Procedures:**
      Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days notice, before an independent hearing officer
who shall be an attorney at law. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association, by either party for a list of Arbitrators.

The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel, to present, cross-examine and subpoena witnesses, to subpoena documents, papers, letters or other tangible evidence, to have all testimony given under oath, to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.

Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Paragraph "5" of this Agreement or charges based upon any allegation which was made known in writing to the Superintendent by the Board more than one (1) year before the charge is filed, shall not be admissible at such a hearing against the Superintendent. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.

The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a disposition of each charge. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for her costs and attorney's fees incurred in defense of the hearing or appeal therefore.

b. **Mutual Termination.** The majority of the Board and the Superintendent may mutually agree, in writing, to terminate this agreement during the term hereof. The Superintendent may terminate the agreement on ninety (90) days' written notice.
c. **Disability or Death.** If the Superintendent should become permanently disabled, the Board shall have the right to terminate this agreement. The Superintendent shall be deemed permanently disabled if her attending physician so determines or if a physician selected by the Board so determines, but if there is a disagreement between the physician selected by the Board and the Superintendent's physician, a third physician chosen by the two of them shall examine the Superintendent and his or her determination of permanent disability shall be binding. The Superintendent shall also be deemed permanently disabled if she is unable to carry on her duties for more than ninety (90) days beyond the expiration of her unused and accumulated leave. In the event this contract is terminated by reason of the Superintendent's permanent disability, the Superintendent shall nevertheless receive her regular salary for the full length of the leave to which she is entitled and for any unused or accumulated vacation days.

In the event of the death of the Superintendent prior to the expiration of this agreement, this agreement shall terminate immediately and the compensation herein provided shall be prorated to the date of her death. In addition, her legal representative shall be paid a sum equal to her then daily rate of pay for each day of unused or accumulated vacation.

18. **INDEMNIFICATION.** The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to
any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under the direction of the Board.

19. OTHER WORK. The Superintendent shall devote her full time, skill, labor, and attention to the discharge of her duties during the term of this agreement; provided, however, that she may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified and with the approval of the Board if such activities are of an extended or substantial duration. The Superintendent shall take vacation or personal leave days to perform activities for which she receives remuneration in any form.

20. MEDICAL EXAMINATION. The Superintendent agrees to have a comprehensive medical examination performed once during each twelve (12) month period of her employment and to file a statement from the examining physician certifying to her physical competency with the Clerk of the Board. Such statement will be treated as confidential information by the Board. These examinations will be at the expense of the District. The claims are to be submitted to the health insurance carrier first, with any balance to be paid by the District.

21. RESIDENCE. The Superintendent shall maintain a residence in the District.

22. GOVERNING LAW. This agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.
23. **PARAGRAPH HEADINGS.** The paragraph headings in this agreement are inserted for convenience of reference only and if there is a conflict between any such heading and the text of this agreement, the text shall control.

24. **WRITTEN AGREEMENT.** This agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended by a subsequent agreement in writing between the parties.

25. **SEVERABILITY.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

26. **RETIREMENT BENEFITS.**

Upon retirement from employment in the Newfield district, the Superintendent will be compensated for each day of vacation or personal leave that has accumulated at the effective date of retirement at her daily rate. Unused sick days will be compensated at $65 per day. Unused Payments will be made in a lump sum within thirty (30) days following the retirement or resignation.

The Superintendent will be eligible for health insurance through the District upon retirement. The health insurance premium paid by the Superintendent will be frozen at the rate she is paying at the time of the retirement. The retiree may choose to make a quarterly payment on or before every calendar quarter (i.e. January 1, April 1, July 1, and October 1) or to make an annual payment prior to January 1.
IN WITNESS WHEREOF, the Board has caused this agreement to be executed by its President duly authorized by vote of the Board of Education, and the Superintendent has hereunto set her hand and seal as of the day and year first above written,

NEWFIELD CENTRAL SCHOOL DISTRICT

Dated: 6/4/2015

By: Sylvia Allinger
President, Board of Education

Dated: 6-4-15

By: Cheryl Thomas
Superintendent of Schools

State of New York )
: ss.
County of Tompkins )

On this 4th day of June, in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Sylvia Allinger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Catherine L. Shipos
Notary Public

State of New York )
: ss.
County of Tompkins )

On this 4th day of June, in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Cheryl Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Catherine L. Shipos
Notary Public