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#### **Contract Database Metadata Elements**

Title: **Dolgeville Central School District and Dolgeville Central School Administrators Association (2014)**

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Union: **Dolgeville Central School Administrators Association**

Local:

Effective Date: **07/01/2014**

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# **AGREEMENT**

between the

**SUPERINTENDENT OF SCHOOLS**

of the

**DOLGEVILLE CENTRAL SCHOOL DISTRICT**

and

**Administrators' Association**

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**July 1, 2014 – June 30, 2017**

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**ARTICLE I  
RECOGNITION**

The Board of Education recognizes the School Administrators Association of New York State (SAANYS) as the exclusive bargaining agent and representative for all administrative and supervisory personnel of the Dolgeville Central School District. Excluded from this recognition are the Superintendent, Business Administrator or any other administrator or supervisor classified as confidential. The Association President will be notified of any newly created positions classified as either administrative or supervisory.

**ARTICLE II  
NEW AND MODIFIED POSITIONS**

**A. Recruiting and Hiring**

1. The hiring of all school personnel shall be the responsibility of the Superintendent of Schools.
3. All supervisory and administrative vacancies shall be publicized and posted in the Main Office of each building at least (15) fifteen work days before the vacancy is filled.
4. All qualified candidates within the Association shall be permitted to file a written application within the time limits specified and will be interviewed for the position. The Superintendent shall have the right to fill vacancies on an interim basis pending receipt of all applications during the fifteen (15) day period.

**B. Newly Created Administrative/Supervisory Positions**

The Association President will be notified of any newly created Administrative or Supervisory positions. The Association may advise the district of its desire to represent the new positions. Once the district has accepted the position, positions placed within the unit will be governed by the terms of this agreement. Positions represented by the Association modified during the contractual period will remain with the unit and will continue to be represented for the duration of this contract.

**ARTICLE III  
NEGOTIATION PROCEDURES**

1. Negotiations for a successor agreement will commence upon written request of either party. Such request will be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
2. At the initial meeting, ground rules will be established.
3. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and the Board of Education.

**ARTICLE IV  
INCLUSIVE CLAUSE**

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

**ARTICLE V  
SAVINGS CLAUSE**

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

**ARTICLE VI  
JURY DUTY**

Time necessary for the performance of jury duty shall be granted with pay. A member who serves on a jury shall turn over to the District monies received for jury service, if any, except reimbursed meals and mileage. If the member is needed for three (3) hours or less in any one day, or is on call by the court, he/she will report to work for the day or the remainder of it.

**ARTICLE VII  
PROFESSIONAL DUES**

The District agrees to pay dues for two (2) professional organizations for all unit members. These organizations will include, but are not limited to ASCD and SAANYS.

**ARTICLE VIII  
LONGEVITY**

Unit members will receive longevity payments as follows:

5 Years	\$1,000
10 Years	\$1,500
15 Years	\$2,000
20 Years	\$2,500
25 Years	\$3,000

Longevity payments will be added to the base salary on July 1 of the qualifying year before salary increases for the following year are calculated.

**ARTICLE IX  
ASSAULT ON A MEMBER**

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

Association members will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent of Schools and commit the incident to writing within forty-eight (48) hours, except in extenuating circumstances.

If a physical assault on a member results in lost time, the member shall be paid in full for as long as the disability lasts up to a maximum period of one hundred and eighty (180) school days from the date of the assault. All paid absences under this article shall not be deducted from accumulated sick leave which a member may be entitled to under this agreement. The parties further agree that if a member receives an award under Workers Compensation, the District shall be reimbursed and or receive an offset against said award for the full amount of any monies paid under this article.

To be eligible for this benefit, the Association member must be examined by the District's physician and the physician must certify that the member is physically unable to return to work. The District's obligation to the member who is physically assaulted on the job shall not exceed 100% of the member's salary. The calculation shall include any workers compensation benefits and/or disability insurance received by the member. For instance, if a unit member earning gross wages of \$1500 per week receives \$1000 in workers compensation benefits and \$250 per week in disability insurance, the District shall pay the member \$250 per week, less regular withholdings and deductions.

**ARTICLE X  
PERSONNEL FOLDER**

1. There will be one (1) official file located and locked in the in the Personnel Cabinet in the District Safe. It is agreed that documents of a negative or disciplinary nature will not be placed in the file without the members' knowledge. The District agrees to place things positive in nature in the file when they are received. The District will furnish copies of items in the file upon request, pre-hiring material excluded.
2. No anonymous material will be placed in the member's file.

**ARTICLE XI  
DISTRICT DISSOLUTION/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, the district agrees to pay the administrator all of his/her accumulated sick leave. The district agrees to pay the administrator all of his/her remaining vacation days at the daily rate of 1/240th of the administrator's annual salary.

The district also agrees to continue providing ninety percent (90%) of the administrators' Individual health insurance and premium costs, and eighty five (85%) of their Dependent health insurance and premium costs for one-hundred-twenty (120) days after the administrator's separation from the district, or until the administrator finds other administrative employment, whichever occurs first.

**ARTICLE XII  
NON-ELECTIVE 403(b)**

**A. Non-elective Employer 403(b) contribution:**

1. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1 or later, and who avail themselves the District's negotiated retirement incentive and/or payment for accumulated leave days.
2. The contribution will be placed into a 403(b) program of the unit members choosing, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.
3. The District will remit the contribution within thirty (30) days, following the retirement date.
4. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
5. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation the New York State Teachers' Retirement System.

**B. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:**

1. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
2. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.



**ARTICLE XIII  
125 FLEX PLAN**

The District shall establish a flexible-spending plan, pursuant to the IRS Regulations, to be utilized for participating member's health insurance premium payments. The District shall expand the flexible spending plan to include deductions for dependent care and/or unreimbursed medical expenses. To the extent such plan may utilize deductions for dependent care and/or unreimbursed medical expenses, it shall be administered by a third party mutually selected, and its operating procedures shall be jointly determined by the parties. The cost of the TPA shall be borne by the District.

Note: All unit members (payroll) contributions towards premium payments shall be made through the Flex Plan UNLESS specifically declined, in writing, with the District.

**ARTICLE XIV  
EXPENSES**

The district will provide payment as reimbursement to unit members for all approved expenses incurred in the performance of their duties related to the management and operation of programs and services offered by the district. The district will reimburse authorized work mileage at the board approval rate. The unit member will submit appropriate documentation for expenses incurred.

**ARTICLE XV  
SICK LEAVE**

Unit Members will receive fourteen (14) sick days per year, cumulative, of which ten (10) days per year may be used as family illness. Unit members should notify their immediate supervisor when in need of a sick day.

**ARTICLE XVI  
PERSONAL DAYS**

Unit Members will receive four (4) Personal Days per year. On July 1st any unused days will be added to cumulative Sick Days.

**ARTICLE XVII  
SICK LEAVE BANK**

In the event any Unit Member uses all their accumulated Sick Leave Days, they may use the Sick Leave Bank according to the guidelines set forth in the Dolgeville Teachers' Association Agreement.



ARTICLE XVIII  
BEREAVEMENT LEAVE

Bereavement Leave will be considered separate and apart from sick leave and personal leave and must be applied for to the Superintendent or their designee. Upon this application, it will be mutually decided as to the length of such absence, not normally to exceed five (5) school days in each instance. The members of a Unit Members family shall include members of the immediate household and/or immediate family: Parents, stepparents, parents-in-law, grandparents, spouses, domestic partners, children, stepchildren, children-in-law, grandchildren, siblings, aunts/uncles, nieces/nephews and cousins.

ARTICLE XIX  
CHILD CARE LEAVE

Normal sick leave shall be available for pregnancy and childbirth. Child care leaves may be requested by mother or father after childbirth or adoption. Such leaves may be granted for a period not to exceed two (2) years, upon written request to the Board of Education. If the leave follows the mother's childbirth, it shall begin on the date the physician certifies that the period of disability is ended, or when the members paid sick leave is exhausted, whichever occurs first. If the leave does not immediately follow disability due to childbirth, it shall begin on a date agreed between the District and the unit member.

Except in cases when it would be impossible to do so, it is expected that the Board will be given three (3) calendar months' notification of departure and return. ***If adoption is planned, the Board will be notified by the unit member when the adoption process begins.*** In cases where more than one (1) member of a family unit is employed by the District, only one (1) may be on child care leave at a given time unless there are extenuating circumstances and permission is granted by the Board.

ARTICLE XX  
UPAID LEAVES OF ABSENCE

Unit Members, upon approval of the Board of Education, may be granted a leave of absence for up to one (1) year for reasons of education, health and other personal reasons. Such leaves shall be without salary or benefits unless agreed to by the board.

ARTICLE XXI  
VACATION DAYS

Unit Members will be granted twenty (20) vacation days each school year. Members shall be entitled to twenty (20) vacation days per year. It is expected that vacation will be taken when the students are not in session, however, vacation at other times due to special needs/circumstances may be arranged with the approval of the Superintendent or his/her designee.

Unit members will have the option to be reimbursed for up to five (5) unused vacation days per year at their per diem rate. Remaining unused vacation days will be converted to cumulative sick days.

Upon separation from the District, with a minimum thirty (30) day notice, unit members will receive their per diem rate for up to twenty (20) days of unused vacation.

**ARTICLE XXII  
HOLIDAYS**

Unit Members will receive the following paid holidays each school year:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving (Thursday, Friday, and a third day if school is closed)
- Christmas (3 days)
- New Year's (2 days)
- Martin Luther King Day
- President's Day (Shall include Monday & Friday of February Recess)
- Easter (Good Friday and the following Monday)
- Memorial Day
- Fourth of July

**ARTICLE XXIII  
LIFE INSURANCE**

The District will provide and pay for a Term Life Insurance policy of \$100,000 to each Unit Member.

**ARTICLE XXIV  
DISABILITY INSURANCE**

The District will pay the premium for Disability Insurance through the Herkimer County BOCES Region Administrators' or its equivalent to each Unit Member.

**ARTICLE XXV  
PERSONAL PROPERTY**

Unit members will be reimbursed for personal property damage that occurs on school grounds while the association member was in the process of disciplining or restraining a student or students.

**ARTICLE XXVI  
GRIEVANCE PROCEDURES**

Definition: A "grievance" shall mean a complaint by a member of the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

**Declaration of Purpose:** Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

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

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

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

**Level Four:** After receiving written notification from the BOE the grievant may submit the grievance to non-binding arbitration within fifteen business days from the level three decision.

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

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be non-binding.

The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The costs for the services of the arbitrator including expenses if any will be borne equally by the BOE and the association.

**ARTICLE XXVII  
HEALTH INSURANCE**

Each unit member will be covered by the current health and major medical insurance plan or its substantial equivalent. If at any time during the period of this contract a new health and/or dental insurance program can be found that the parties find preferable to the one currently in effect, a change may be made if mutually agreeable to the Board of Education and the Association. The District will pay ninety percent (90%) of the unit member's premium costs of individual health insurance for all active members and eighty five percent (85%) for their dependents.

In addition, the District will provide a Prescription Drug Card with co-pays as follows: \$5 for generic / \$10 for brand name / \$0 for mail order.

**ARTICLE XXVIII  
DENTAL INSURANCE**

The District will provide a dental insurance plan or its substantial equivalent to all active unit members. This plan will be written on a non-contributory basis and will be the plan in effect during the term of this contract. There will be a maximum yearly benefit of \$500.

**ARTICLE XXIX  
HEALTH INSURANCE BUY-OUT**

Unit members who elect not to enroll in the District Health Plan will have an "opt out" alternative available under the following conditions and circumstances:

1. Must provide written notice to the Business Office by June 1st that they are electing to opt out of the District Plan. This notice will be in effect until coverage is requested again.
2. Must provide proof of other coverage of health insurance in a manner acceptable by the District.
3. New unit members must provide notice of waiver within thirty (30) days of hire. Payments of the buy-out shall be pro-rated.
4. The District agrees to pay the unit member a \$2500 stipend in a single payment in June of each year.
5. A unit member who has a change in circumstance or status who has opted out of the district plan and wishes to re-enter must make an immediate written request to the Business Office and will be re-admitted to the plan in accordance with the rules and regulations of the carrier. A member who returns to the plan during the course of the school year will only be entitled to a pro-rated amount of the option stipend for the time the member was not in the plan.

**ARTICLE XXX  
PROFESSIONAL DEVELOPMENT**

Association members may attend local, state, regional and national conferences with prior approval of the Superintendent or his/her designee. The costs of such approved conferences will be paid by the District either through pre-registration and/or reimbursement of receipts.

**ARTICLE XXXI  
EVALUATIONS**

- A. Written evaluations shall be signed by the Unit Member and their Evaluator. Both parties recognize that the Unit Member's signature does not necessarily indicate agreement with the report. The Unit Member shall have the right to submit to the Evaluator a signed written response to the annual evaluation report within thirty (30) days of the conference date. This response will be attached to the evaluation report and placed on file in the Association Member's personnel file.
- B. If any Unit Member receives a less than satisfactory evaluation and/or a "Counseling Memo" regarding the performance of their duties, they will be afforded the opportunity to meet with their immediate supervisor and/or the Superintendent of Schools to discuss the implementation of an improvement plan. If the improvement plan is successfully fulfilled, it will be reflected in the next evaluation.
- C. Any evaluative tool used in the process shall be developed collegially between the Superintendent and the Bargaining Unit.
- D. The parties agree to negotiate evaluation standards and processes consistent with Education Law Section 3012-c and all regulations promulgated pursuant to Education Law Section 3012-c.

**ARTICLE XXXII  
RETIREMENT INCENTIVE**

- A. Any Unit Member who has worked for the Dolgeville Central School District for five (5) consecutive years (approved leaves of absence and terminations due to layoff will not be considered a break in service) and who meets the qualifications for retirement set forth by the New York State Teachers' Retirement System (NYSTRS) will be eligible for his or her sick day accumulation payment as outlined (in #1 below) and receive the Retirement Incentive as outlined (in #2 below).

- 1. Sick Day payout at \$65 per day.
- 2. Retirement Incentive

A Unit Member who retires with a non-reduced pension as set forth by the NYSTRS, shall receive an incentive payment of \$1,000 per year for each year of service, to the Dolgeville CSD.

- B. To be eligible for the above benefits, a non-revocable letter of resignation must be received by the Clerk of the Board of Education no later than February 28<sup>th</sup> of the school year in which the member intends to retire, or four months prior to the date of retirement during the course of the regular



school year. The incentive payment will be made directly into the members' 403(b) non-elective account within thirty days of the date of retirement.

**C. Retiree Health Insurance**

- a) The District will continue to provide the health insurance plan coverage to employees who retire under this agreement at the rate of ninety percent (90%) for individual plans and eighty-five percent (85%) for family plans in accordance with the current insurance plan or its substantial equivalent until the employee is Medicare eligible. An employee with covered dependents who are not members of the DTA must select the family plan.
- b) Upon Medicare eligibility, the District will continue to provide the health insurance plan coverage to employees at the rate of fifty percent (50%) for individual plans and thirty-five percent (35%) for family plans in accordance with the current insurance plan or its substantial equivalent.
- c) It is agreed by the parties that continuation of health insurance coverage for retirees and the contribution rates agreed hereunder are enforceable under the grievance procedure to arbitration.

**ARTICLE XXXIII  
COMPENSATION**

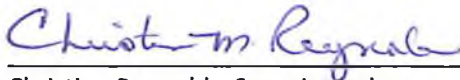
Salaries will be increased in accordance with the following schedule for unit members:

2014-2015	Percentage Increase over previous years' salary by 3.0%
2015-2016	Percentage Increase over previous years' salary by 3.0%
2016-2017	Percentage Increase over previous years' salary by 3.0%

Separate salary schedules for each member shall be attached to this agreement.

SIGNATURE PAGE

For the District:

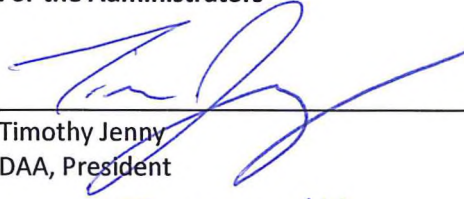


Christine Reynolds, Superintendent  
Dolgeville Central School District

7-28-14

Date

For the Administrators

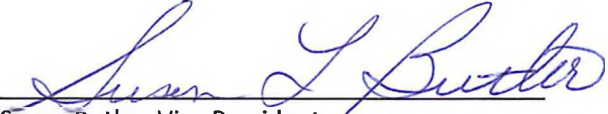


Timothy Jenny  
DAA, President

7-28-14

Date

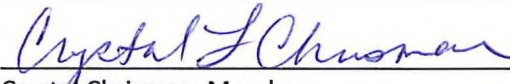
Members of the DAA Negotiations Team were:



Susan Butler, Vice President



Michelle Primeau, Secretary/Treasurer



Crystal Chrisman, Member



# 2014-2017

## Dolgeville Central School Administrative Base Salary Agreement

Administrator: Susan Butler  
Title: Dolgeville Elementary School Principal

Base Salary - 2013-2014	\$90,645
Longevity Pay - Year 7	\$1,000
Subtotal	\$91,645
3% Increase	\$2,749
Base Salary – 2014-2015	\$94,394

Base Salary – 2014-2015	\$94,394
Longevity Pay - Year 8	\$0
Subtotal	\$94,394
3% Increase	\$2,832
Base Salary – 2015-2016	\$97,226

Base Salary – 2015-2016	\$97,226
Longevity Pay - Year 9	\$0
Subtotal	\$97,226
3% Increase	\$2,917
Base Salary – 2016-2017	\$100,143

  
\_\_\_\_\_  
Susan Butler, Elementary School Principal

7-28-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christine M. Reynolds, Superintendent

7-28-14  
\_\_\_\_\_  
Date



# 2014-2017

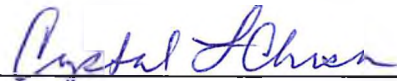
## Dolgeville Central School Administrative Base Salary Agreement

Administrator: Crystal Chrisman  
Title: Dolgeville Middle School Principal

Base Salary - 2013-2014	\$83,000
Longevity Pay - Year 2	\$0
Subtotal	\$83,000
3% Increase	\$2,490
Base Salary – 2014-2015	\$85,490

Base Salary – 2014-2015	\$85,490
Longevity Pay - Year 3	\$0
Subtotal	\$85,490
3% Increase	\$2,565
Base Salary – 2015-2016	\$88,055

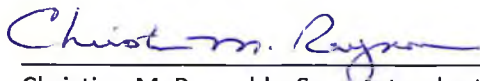
Base Salary – 2015-2016	\$88,055
Longevity Pay - Year 4	\$0
Subtotal	\$88,055
3% Increase	\$2,642
Base Salary – 2016-2017	\$90,697



Crystal Chrisman, Middle School Principal

7-28-14

Date



Christine M. Reynolds, Superintendent

7-28-14

Date

**2014-2017**

**Dolgeville Central School  
Administrative Base Salary Agreement**

---

Administrator: Timothy Jenny  
Title: James A. Green High School Principal

Base Salary - 2013-2014	\$94,000
Longevity Pay - Year 5	\$1,000
Subtotal	\$95,000
3% Increase	\$2,850
Base Salary – 2014-2015	\$97,850

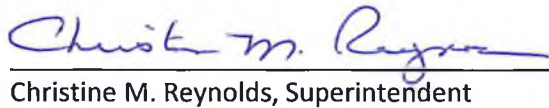
Base Salary – 2014-2015	\$97,850
Longevity Pay - Year 6	\$0
Subtotal	\$97,850
3% Increase	\$2,936
Base Salary – 2015-2016	\$100,786

Base Salary – 2015-2016	\$100,786
Longevity Pay - Year 7	\$0
Subtotal	\$100,786
3% Increase	\$3,024
Base Salary – 2016-2017	\$103,810



\_\_\_\_\_  
Timothy Jenny, High School Principal

7-28-14  
Date



\_\_\_\_\_  
Christine M. Reynolds, Superintendent

7-28-14  
Date



# 2014-2017

## Dolgeville Central School Administrative Base Salary Agreement

Administrator: Michelle Primeau  
Title: Director of Pupil Services

Base Salary - 2013-2014	\$70,380
Longevity Pay - Year 3	\$0
Subtotal	\$70,380
3% Increase	\$2,111
Base Salary – 2014-2015	\$72,491

Base Salary – 2014-2015	\$72,491
Longevity Pay - Year 4	\$0
Subtotal	\$72,491
3% Increase	\$2,175
Base Salary – 2015-2016	\$74,666

Base Salary – 2015-2016	\$74,666
Longevity Pay - Year 5	\$1,000
Subtotal	\$75,666
3% Increase	\$2,270
Base Salary – 2016-2017	\$77,936

  
\_\_\_\_\_  
Michelle Primeau, Director of Pupil Services

7/28/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christine M. Reynolds, Superintendent

7-28-14  
\_\_\_\_\_  
Date