



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Brewster Central School District and Brewster Administrators Association (2001)**

Employer Name: **Brewster Central School District**

Union: **Brewster Administrators Association**

Local:

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

Expiration Date: **06/30/05**

PERB ID Number: **8272**

Unit Size: **14**

Number of Pages: **16**

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

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

8272_06302005

Brewster Central School District And
Administrators Assn Of Brewster

SD
ADI

AGREEMENT

between

THE BREWSTER CENTRAL SCHOOL DISTRICT

BOARD of EDUCATION

and

THE ADMINISTRATORS ASSOCIATION of BREWSTER

JULY 1, 2001 - JUNE 30, 2005

RECEIVED

AUG 27 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

14

Table of Contents

Preamble	3
Article I Recognition	3
Article II Savings Clause	3
Article III Association Rights	4
Article IV Grievance Procedure	5
Article V Physical Assault	7
Article VI Administrative Opportunities.....	8
Article VII Professional Improvement	8
Article VIII Authorized Absences	8
Article IX Benefits.....	12
Article X Tenure Notification	12
Article XI Legislative Language.....	13
Article XII Evaluation Process	13
Article XIII Salary Structure.....	15
Article XIV - Term of Agreement	16
2000 – 01 Salaries	17

BREWSTER COLLECTIVE BARGAINING AGREEMENT**ADMINISTRATORS ASSOCIATION OF BREWSTER****and****BREWSTER CENTRAL SCHOOL DISTRICT**

PREAMBLE

This is a collective bargaining agreement between the Administrators Association of Brewster ("Association") and the Brewster Central School District ("District") setting forth the terms and conditions of employment of the members of the Unit recognized by the Board of Education.

Article I - Recognition

The District has recognized the Administrators Association of Brewster as the exclusive bargaining agent for all certified administrators of the Brewster Central School District with the exception of the Superintendent, Assistant Superintendents, and all other persons holding managerial or confidential assignments.

Article II - Savings Clause

If a provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction or by an appropriate agency of the State, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. However, all other provisions of this agreement will continue in full force and effect.

Article III - Association Rights

- A. The Association shall have the right to use school buildings without cost at reasonable times subject to approval of the Superintendent of Schools.
- B. The District will provide one copy of this contract to each member of the Association.
- C. The District will consult with members of the Association concerning the process of negotiations with other recognized units as needed, and require their services at the bargaining table on a consultation basis. Participation will not be construed as a bar to participation in this Unit.
- D. The District agrees to deduct from the salaries of all present and future members of the Association such dues and related assessments as certified by the Association. Each member of the Association shall authorize these deductions in writing and shall expressly relieve the District and all of its officers of any liability for the money deducted and transmitted to the Association in accordance with the provision. This authority will be continuous while the member is employed by the District. All other currently authorized deductions shall continue.
- E. Members of the Association shall be paid by check on a bi-weekly basis. The payroll check shall state gross earnings, deductions and net pay.
- F. The Association President and/or designee will have the right to meet with the Superintendent at mutually agreeable times regarding matters involving this collective bargaining agreement or other matters of Association concern.
- G. The Unit may use up to three (3) days in total for union business annually.

Article IV - Grievance Procedure

A grievance shall be any claim by an administrator or group of administrators that the District has violated the terms of this collective bargaining agreement.

Step 1 - If an administrator is not able to resolve a grievance after discussing it with the assigned supervisor, the administrator may submit it to the Superintendent in writing either directly or through the Association. No grievance will be entertained and all grievances will be deemed waived unless filed within a period of thirty (30) days from the date when the act upon which the grievance is based occurred, or within thirty (30) days of the aggrieved members' knowledge, whichever is greater. The Superintendent shall confer with the grievant. The Association will have the right to be present at any such meeting if the administrator involved so requests.

The Superintendent will hold this first step meeting no later than ten (10) days after it has been received unless there is a hearing and, in that case, no later than ten (10) days after the hearing.

Step 2 - Binding Arbitration. Within thirty (30) days after receiving the decision of the Superintendent, the Association may elect to proceed to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The costs of any arbitration will be shared equally between the parties.

RULES AND PROCEDURES

1. The Superintendent and the Association agree to facilitate any investigation which may be required and to make available any and all non-privileged material and documents, communications and records at the request of the other party.
2. The grievant may call witnesses on his own behalf and the Superintendent shall make available such witnesses who are in the employ of the District.

3. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent or any member of the Board of Education or by any member of the Administration against the grievant, any party in interest, any representative or any other person by reason of the grievance or participation in processing of grievance. Neither will the Association take any action against any member who amicably resolves a grievance with the Administration.

4. The Superintendent will be responsible for accumulating and maintaining grievance files which will consist of written communications relevant to the grievance. This file shall be available for copying by the grievant or the Association, but it shall not be deemed a public record.

5. Nothing in this procedure shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with an appropriate member of the Administration, or have the grievance informally adjusted without the intervention of the Association, provided the suggested adjustment is not inconsistent with the terms of this Agreement. The Association shall be given the opportunity to be present at any such adjustment and to state its views before the adjustment becomes final. Any grievance that is adjusted without formal determination pursuant to this procedure shall not create a precedent binding either of the parties to this agreement.

6. The existence of this procedure shall not be deemed to require any administrator to pursue the remedies herein provided, except as may be required by law, and shall not in any manner impair or limit the right of the administrator to pursue the remedies herein provided, except as may be required by law, and shall not in any manner impair or limit the right of the administrator to pursue any other legal or appropriate remedies to the extent permitted at law.

7. The grievant may choose any representative desirable provided, however, that no representative may appear in this grievance procedure who is not a representative of the Association.

8. Time limits contained herein shall be construed to be the maximum limits available but the parties mutually agree to proceed as rapidly and expeditiously as possible in the processing of grievances. Time limits may be extended only by mutual agreement.

9. Failure at any step to communicate a decision to the grievant and the Association within the time limits shall permit an immediate appeal to the next step.

ARTICLE V - PHYSICAL ASSAULT

If an administrator is physically assaulted in the course of employment and the incident results in lost time to the administrator, the administrator shall be paid in full until such time as disability insurance, Workers' Compensation or other programs sponsored by the District begins payment whereupon the administrator's salary shall be diminished only by the amount required by Workers' Compensation, disability or other programs sponsored by the District.

ARTICLE VI - ADMINISTRATIVE OPPORTUNITIES

An administrative vacancy is defined as a position vacancy which occurs in the unit or any other position described as an administrative in the District's table of organization.

- a. Vacancies - The District shall announce vacancies in the following manner:
 1. Written notification of administrative vacancies to the President of the Association.
 2. Notification to all members of the Unit by posting the vacancy that exists, the qualifications and requirements of the position and the deadline for the filing of the application. Administrators shall have no less than ten (10) days to apply for any such position.
- b. Any administrator may tender their resignation by providing the Board of Education with written notice of such resignation. The resignation will become effective a

minimum of thirty (30) days from the date of the receipt by the District unless the administrator and the District reach other agreement.

ARTICLE VII - PROFESSIONAL IMPROVEMENT

Administrators may attend, upon approval of the Superintendent, conferences and conventions. All requests shall be made in writing at least ten (10) days prior to the conference or convention. Conference requests will be paid to the amount authorized by the District. Current practice with regard to unpaid, partially paid and fully paid conferences shall continue.

The District shall reimburse expenses paid on authorized conferences on receipt of vouchers demonstrating payment.

ARTICLE VIII - AUTHORIZED ABSENCES

A. Sick Leave - Each administrator shall be allowed fifteen (15) sick days each contract year with full pay. That amount will be raised to thirty (30) days after twenty (20) years of service in education, five (5) of which must be in the District. Sick leave may be accumulated to a maximum of two hundred forty (240) days. The District will give consideration to a request for additional sick leave beyond the time accumulated for an administrator whose illness requires the administrator's absence beyond the accumulation. For illness in the immediate family involving a relative living in the household of the administrator sick leave may be granted, not to exceed five (5) days in any one year.

B. Unused Accumulated Sick Leave - Administrators who retire from the District will be entitled to be compensated for fifty percent (50%) of accumulated unused sick leave; such compensation will be paid in equal bi-weekly installments, calculated at 1/240th of the administrator's annual contracted salary.

The retiring administrator shall give the District notice of intent to retire no later than September 30th of the year necessary to be in agreement with notice requirements in Plan B and July 1st A or of the year necessary for Plan C.

The administrator may select one of the following three plans:

Plan A: Upon three (3) years advance written notice an administrator will be paid ~~one half (1/2)~~ of unused accumulated sick leave in accordance with this section based on the administrator's annual contract salary with full pay for one third (1/3) of such days not to exceed forty (40) days per year added to the annual salary of each of the final three (3) years.

Plan B: Upon two (2) years' advanced written notice, an administrator will be paid for ~~one half (1/2)~~ of unused accumulated sick leave in accordance with this section based upon the administrators' annual contract salary with full pay for one half (1/2) of such days not to exceed sixty (60) days per year added to the annual salary of each of the final two (2) years.

Plan C: Upon one (1) year advance written notice an administrator will be paid one half (1/2) of unused sick leave in accordance with this section based upon the administrators' annual contract salary for their last year.

C. Bereavement Leave - There will be no deduction for five (5) consecutive days absence because of the death of a member of the immediate family. The immediate family shall include but not be limited to the spouse, children, parents, foster parents, brothers, sisters, grandparents, and in-laws. In case of extreme need, the Superintendent may grant additional time.

D. Vacation Leave - Upon employment in the District, each administrator shall receive paid vacation according to the following schedule: Twelve (12) month administrators will receive twenty-two (22) days in their first three (3) years of employment, and twenty-five (25) days in their fourth (4) year of employment. Eleven (11) month administrators will receive twenty-two (22) days vacation per year.

Administrators employed after the beginning of the contract year will have their vacation days pro-rated.

Vacations will be scheduled on approval of the Superintendent of Schools. Selection of administrative vacations will be opened one month after the Board's approval of the calendar for the following year. Requests for vacations shall be submitted no later than May 31st of each year for the succeeding school year. Vacations may be taken in no more than two (2) week blocks unless longer periods are approved by the Superintendent. Administrators shall schedule vacation time when school is not in session except where approval to do otherwise is given by the Superintendent of Schools. Administrators who are prevented from taking their vacations because of requests from the District may carry over no more than ten (10) vacation days to the succeeding year. Administrators who make timely application for vacation and are denied because of District administrative needs will be compensated at their daily rates. No administrator will suffer a loss because of a carryover.

E. Jury Duty - An administrator who is on jury duty will receive normal pay. Remuneration received by the administrator for services to Federal Courts will be turned over to the District. The administrator will serve until discharged by the court. Jury days will not be deducted from accumulated sick leave, paid holidays, or vacation days.

F. Personal Business Leave - Personal Leave - each administrator shall be allowed three (3) personal business days per year without deduction in pay in accordance with the remainder of this article. Any unused personal leave shall become additional accumulated sick leave, effective at the end of each academic year.

Personal leave shall be defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any other time during the day or week except when the administrator is working.

Notice of personal leave days shall be made on the appropriate form. No statement of reason shall be requested unless the day requested is before or after a holiday during the first and last week of school.

Except in cases of emergency, notice of personal leave days shall be given to the administrator at least five (5) days in advance. Receipt of said notice will be acknowledged no later than the school day prior to the requested leave.

G. Snow Days - No Association member shall be required to work on days when students are not in attendance due to inclement weather. If excess snow days become recess days, all administrators are expected to report for work except if a vacation or personal day is used.

H. Child Care / Maternity Leave

1. An administrator can apply for up to twelve (12) months of childcare without pay.
2. Ordinarily, certified personnel on child care leave may return to the District only at the beginning of the school year and must notify the Superintendent by March 15 of his/her intention to return to work in September.
3. After returning from childcare leave, certified personnel will resume his/her salary as follows:
 - a) On the succeeding contract salary if the administrator completed less than one-half (1/2) of the last year of employment.
4. Granting of childcare leave shall not result in loss of tenure rights.
 1. Holiday Recess - All administrators will be entitled to up to three (3) holidays, as designated by the Superintendent, to be taken during the week between Christmas and New Year's Day, in addition to any days off specified in the Christmas week office schedule.

ARTICLE IX - BENEFITS

- A. Health Insurance – The District shall provide health insurance for each administrator. The administrator will pay the same percentage of the premium as the Brewster Teachers Association members, such payment not being greater than the salary increase for the administrator for that particular year. This provision shall include retirees and their dependents. Dependents of a deceased administrator may retain coverage under the group plan by making appropriate payments to the District for full premium costs.
- B. Welfare Fund - The District shall continue to fund all administrators in the Welfare Fund. The fund may be used for any health related expenditure. Life insurance and long-term disability will be continued at the same economic differential as in effect on June 30, 1990, regardless of BTA Welfare Fund provisions. Matters involving the administration of the fund will not be subject to the grievance procedure herein. Administrators who retire from the District shall have their life insurance premiums continued into retirement at District expense.
- C. Tuition – The District shall reimburse all administrators tuition costs for all courses pre-approved by the Superintendent of Schools. Said reimbursement, which shall be limited to per-credit tuition costs, shall be limited to the lesser of nine credits or \$5,400 per year.
- D. Mileage - All administrators who may be required to use their own automobiles in the performance of their duties and shall be reimbursed by the District at the IRS rate in effect as of July 1st of each year.
- E. All administrators may, at their discretion, participate in the District's IRS 125 (Flexible Benefits) Plan.

ARTICLE X - TENURE NOTIFICATION

All administrators will be notified by the Superintendent of Schools as to whether or not they will be recommended for tenure no later than four (4) months prior to their tenure date.

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 therefor, shall not become effective until the appropriate legislative body has given approval.

Article XII – Evaluation Process

All administrative personnel shall be reviewed annually by the superintendent. An additional salary increase may be awarded, based upon this review as follows:

Rating Definitions:

Superior Performance:	Achieves all goals and handles yearly challenges with a high level of proficiency.
Commendable Performance:	Achieves all goals and handles yearly challenges successfully.
Good Performance:	Achieves most goals and handles yearly challenges successfully.
Unsatisfactory/ Needs Improvement:	Fails to achieve annual goals and handle yearly challenges.

Evaluation Process Timeline for School Years 2000 and Beyond:

July 1 – Determination of goals, objectives, and action plans (supervisor and administrator achieving agreement on each).

January – Meeting between supervisor/administrator to evaluate performance. Administrators under review will present information pertinent to their performance to all supervisors who have input into their evaluations. If, at the January meeting, it is determined that the administrator's performance does not warrant a satisfactory rating, a plan of improvement will be given to the administrator. Administrators demonstrating unsatisfactory performance or are considered to be in need of improvement will meet with their supervisor(s) to insure for proper review and guidance by the supervisor(s). Such meetings shall take place at least every six (6) weeks.

June 1 – All administrators will receive their year-end evaluation and their merit designation.

(C) Components of the Administrative Evaluation Procedure:

1. Tasks specific to position (reference to checklist of job description)
2. Progress made on district goals, objectives, and action plans.
3. Any circumstances that affected goal achievement.
4. Professional growth through self-reflection.

(D) Evaluation Appeal Process

Administrators may appeal their performance rating to the Board of Education in such a timely manner that it can be reviewed by the board prior to July 1. The year-end evaluation is not subject to the grievance process. However, non-adherence to the evaluation process is subject to the grievance process.

(E) Review of Evaluation Process

The evaluation process will be reviewed by the superintendent and the president of the Administrators' Association of Brewster on an annual basis to insure its continued appropriateness.

Article XIII - Salary Structure

ADMINISTRATIVE SALARY INCREASE FORMAT

1. Salary Adjustment

	Administrators Hired Prior 6/1/2001			
	Increase to be paid Prior to 6/30/01 2001-02	Salary Adjustment		
		2002-03	2003-04	2004-05
High School Principal	3,000	Not Applicable		
Middle School Principal	2,000	0	0	0
Elementary Exec/Intermed.Pr	2,000	1,000	0	0
Elementary House Principal	2,000	0	0	0
Assistant Principals	3,000	2,000	0	0
Directors	2,000	0	0	0

The bonus to be paid prior to June 30, 2001 is to be added to salary before computing the salary increases for the 2002-2003 school year as a permanent increase to salary. Salary increases calculated in 2 are calculated prior to adding the Salary Adjustments in 1 with the exception of the bonuses previously discussed.

2. Salary Increases

	Current Administrator	New Administrator*
For year 2000-01	3.0%	3.0%
For year 2001-02	2.0%	2.0%
For year 2002-03	2.0%	2.0%
For year 2003-04	2.0%	2.0%
For year 2004-05	2.0%	2.0%

In addition all administrative personnel shall be reviewed annually by the superintendent, an additional salary increase may be awarded based upon this review as follows:

Superior Performance

	Current Administrator	New Administrator*
For year 2000-01	4.0%	3.0%
For year 2001-02	6.5%	5.0%
For year 2002-03	8.0%	5.5%
For year 2003-04	7.0%	5.0%
For year 2004-05	7.0%	5.0%

Commendable Performance

	Current Administrator	New Administrator*
For year 2000-01	2.5%	2.0%
For year 2001-02	5.0%	4.0%
For year 2002-03	6.5%	4.5%
For year 2003-04	5.5%	4.0%
For year 2004-05	5.5%	4.0%

Good Performance

	Current Administrator	New Administrator*
For year 2000-01	1.0%	1.0%
For year 2001-02	3.0%	2.5%
For year 2002-03	3.0%	2.5%
For year 2003-04	3.0%	2.5%
For year 2004-05	3.0%	2.5%

*-Hired after 6/1/2001

A summary of the performance based percentage increases is as follows :

	Administrator Hired Before 6/1/2001			
	Not Good	Good	Commendable	Superior
For year 2000-01	3.0%	4.0%	5.5%	7.0%
For year 2001-02	2.0%	5.0%	7.0%	8.5%
For year 2002-03	2.0%	5.0%	8.5%	10.0%
For year 2003-04	2.0%	5.0%	7.5%	9.0%
For year 2004-05	2.0%	5.0%	7.5%	9.0%

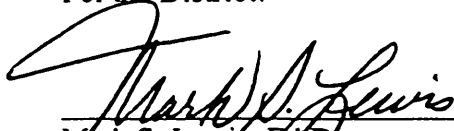
	Administrator Hired After 6/1/2001			
	Not Good	Good	Commendable	Superior
For year 2000-01	3.0%	4.0%	5.0%	6.0%
For year 2001-02	2.0%	4.5%	6.0%	7.0%
For year 2002-03	2.0%	4.5%	6.5%	7.5%
For year 2003-04	2.0%	4.5%	6.0%	7.0%
For year 2004-05	2.0%	4.5%	6.0%	7.0%

Article XIV- Term of Agreement

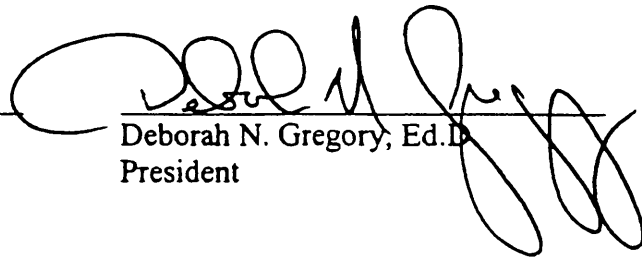
It is agreed by and between the Brewster Central School District and the Administrators' Association of Brewster that the terms of this agreement will commence July 1, 2001 and expire June 30, 2005. Adjustments thereto shall be made solely upon the agreement of both parties.

For the District:

For the Administrators' Association of Brewster:



Mark S. Lewis, Ed.D.
Superintendent of Schools



Deborah N. Gregory, Ed.D.
President