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Contract Database Metadata Elements

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Employer Name: **Homer Central School District**

Union: **Homer Administrators Association**

Local:

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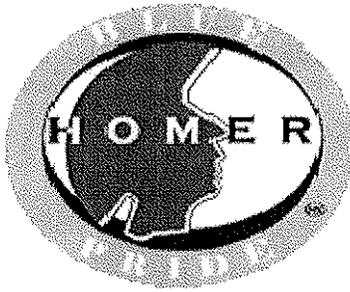
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CONTRACT
FOR THE
SCHOOL ADMINISTRATORS' ASSOCIATION

JULY 1, 2013 - JUNE 30, 2016

CONTRACT

FOR

THE HOMER ADMINISTRATORS' ASSOCIATION

JULY 1, 2013 - JUNE 30, 2016

NOTE: It is understood that the term "administrator" used in all negotiations with the Board of Education be interpreted as meaning employees holding positions requiring administrative certification as per Commissioner's Regulations, except for the Superintendent, Assistant Superintendents, and other central office administrators whose responsibilities primarily include administration of district wide business, finance, and/or personnel policy.

ARTICLE 1

Curriculum Development

The administrator shall play an integral role in all Board of Education program decisions and in the management of the district's curriculum.

According to job description, the administrator shall participate in the development and revision, in the periodic classroom assessment, and in the evaluation of the district's curricular program.

ARTICLE 2

Staffing

The administrator shall be responsible for contacting, interviewing, and recommending staff members and assignments. Recommendation of staff members shall be made to the Superintendent for interviewing and approval prior to recommendation to the Board of Education.

ARTICLE 3

Staff Evaluation and Supervision

The administrator shall be responsible for the evaluation and supervision of assigned staff members.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Declaration of Policy:

It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise from provisions included in this Agreement.

B. Definitions:

1. Party shall mean the Board of Education or any employee whose position is listed in the units recognized by the Board of Education.
2. Representatives shall mean the person or persons designated by the aggrieved party as his counsel or to act in his behalf.
3. Supervisor shall mean the Superintendent or supervisory officer responsible for the area in which an alleged grievance arises.
4. Grievance shall mean any claimed violation and/or misinterpretation of any provisions included in this Agreement.
5. Association shall mean The School Administrators' Association of the Homer Central School District.

C. Basic Principles:

1. Throughout all stages of grievance, the aggrieved party shall be allowed to have a representative.
2. During all procedural stages, each party to a grievance shall have access at reasonable time to all written statements and records pertaining to the case.
3. All hearings shall be confidential and conducted in private.
4. The Superintendent shall have the responsibility to consider promptly each grievance in his jurisdiction and to make a de-termination within five (5) school days after the grievance has been presented.

D. Procedures:

Stage 1a. A member of the Administrative Unit having a grievance will seek, and the Superintendent will grant, an opportunity to discuss said grievance. At this time, the aggrieved will submit in writing the intention to seek resolution of the matter according to the grievance procedures, and the aggrieved party shall request in a written statement a review by the Superintendent of Schools.

Stage 1b. Within ten (10) school days of receipt of request from the aggrieved party, the Superintendent shall make a determination and communicate in writing such determination to the aggrieved party.

Stage 2. If the grievance is unresolved, the aggrieved may within ten (10) school days of the determination by the Superintendent, make a written request to the President of the Board of Education for review and determination. Within ten (10) school days of receiving said request, the Board shall hold a hearing to obtain further information regarding the case. All written statements and records of the case must be submitted to the Board through its President by the Superintendent of Schools. The Board shall render a written decision within five (5) school days after conclusion of the hearing informing all involved parties of its decision and reasons therefore.

ARTICLE 5

Terms of Dismissal for Administrators

The basic rights of all school district employees must be honored and fully protected. The Board of Education has the responsibility to protect the rights of all employees and, also, the responsibility to the residents of the district to ensure competent and efficient service from all employees. The continuation or termination of an administrator's service should be determined through an ongoing evaluation program.

1. In the event that the Homer Central School Board is to consider the dismissal of a non-tenured administrator, provisions shall provide for at least one written warning, specifying the concerns of the district, and one conference involving the administrator and the Superintendent for the

purpose of discussing means of improving the administrator's performance to an acceptable standard.

2. The Superintendent shall within five (5) school days provide the administrator with a written review of the conference, which shall include, among other items: suggestions to deal with the improvement of performance, a timeline to implement such suggestions, and specific consequences of failing to deal with stated concerns.
3. If the recommendation to the Board of Education is for dismissal, after the above steps are taken, the non-tenured administrator will consider the written review of the conference as appropriate indication of specific charges and deficiencies.
4. Termination of a tenured administrator will be conducted according to the provisions of education law.

ARTICLE 6

Role in Teachers Negotiations

The administrators shall serve in an advisory capacity to the Board of Education during its negotiations with other units and shall be kept informed about items under negotiation as determined by the Superintendent.

ARTICLE 7

Personnel File

Administrators shall have the right to inspect the contents of their personnel files and shall have the right to copies of any and all communications or other written material placed in their personnel files. Before derogatory material is placed in an administrator's file, notice thereof shall be given to the administrator, and the administrator shall have the opportunity to respond in writing.

ARTICLE 8

Transfer or Reassignment

Any recommended transfer or reassignment of administrators is a function of the Superintendent. It is agreed that the administrator involved will be notified of the reassignment or transfer far enough in advance of its implementation to plan the future accordingly.

ARTICLE 9

Conferences and Visitations

The professional responsibility of the administrator to attend educational conferences and make visitations to other schools shall be recognized by the Board of Education. Conference requests and visitation requests shall be forwarded to the Superintendent and the Board respectively for approval.

ARTICLE 10

Work Year, Vacation, and Holidays

A. 12 Month Assignment: Work Year - July 1 - June 30

Vacation

23 days

With the written approval of the Superintendent

Holidays - Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving (and the day following Thanksgiving), December 24, Christmas, New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day

B. 11 Month Assignment: Work Year - July 1 - August 31-20 days as assigned by the Superintendent,

Vacation

September 1-June 30

18 days

With the written approval of the Superintendent

Holidays - Labor Day, Columbus Day, Veterans Day, Thanksgiving Day (and the Day Following Thanksgiving), December 24, Christmas, New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day

C. Up to five (5) unused vacation days will be automatically carried over to the next school year. Under extenuating circumstances, an administrator may submit to the Superintendent of Schools a request to carry over an additional five (5) days to be used in the next school year. The request must be submitted in writing by April 30. Unused vacation days shall not be allowed to accumulate.

D. Administrators may return up to: Eight (8) vacation days to the district for pay. The rate of pay for such days will be 1/240th of annual salary for twelve months and 1/220th of annual salary for 11 month employees.

ARTICLE 11

Evaluation of Administrators

The administrators shall be evaluated by the Superintendent of Schools, who will make known the final evaluation and final recommendations to the administrator prior to reporting to the Board of Education. Both parties hereto agree that a written evaluation form shall be solely developed by the Superintendent. It is further agreed that prior to finalization of such form, the administrators shall be consulted as to the content of such form. However, the right of the administrators to so consult shall not be deemed the right to approve such form, and the content of the form shall be the sole prerogative of the Superintendent.

ARTICLE 12

Longevity Benefit

Any retiring administrator of the Homer Central School District who meets the following eligibility requirements shall receive the longevity lump sum payment, which would be contributed as an employer non-elective contribution into an IRS 403(b) tax sheltered annuity plan established for the benefit of the retiring employee. The eligibility requirements are set forth below:

1. The administrator must have completed at least ten years of service in the district.
2. The lump sum payment is determined by taking 30% of the administrators' final yearly salary.

ARTICLE 13

Absences

A. Personal Absences

1. Each administrator shall be allowed twenty (20) days of absence for each year of service for personal illness; personal business (no more than two (2) days per year); illness in the family; bereavement; and graduation; with full pay. The unused days of personal absence will be permitted to accumulate until a total three hundred and ten (310).
2. The Superintendent of Schools reserves the right to require proof of illness after seven (7) consecutive days of absence for illness.

3. In the event that an administrator uses up available personal absence days, up to sixty (60) additional days may be donated from other members on behalf of the ill administrator. Such days would be deducted from the unused days of the donor's current year.
4. Upon retirement from the District, a sum representing the value of the accumulated absence days shall be computed by multiplying said number of days times $1/480^{\text{th}}$ of the administrator's final annual salary. This sum shall be carried by the District as a credit and shall be thereafter be used annually, until exhausted, to pay 100% of the annual premiums on any health and/or dental coverage for the administrator and/or his/her surviving spouse who wish to continue such coverage upon retirement. If all or part of said credit is not used for the aforesaid purpose, then it shall lapse for that individual.

Only administrators who have served fifteen (15) or more years in the district, of which at least five (5), including the full year preceding retirement, are in administration, shall be eligible for this retirement benefit.

B. Quarantine

Each administrator shall be allowed full pay during a period of quarantine established by legally constituted health authorities except that this regulation shall not apply in cases where the administrator is the patient; the latter circumstance is classified as sickness for which provision has been made in the paragraph "A."

C. Court Attendance

Each administrator shall be allowed as many days of absence with full pay as are necessary during the time that they are required by summons to be in court, relative to school matters or jury duty.

D. Parental Leave

When any administrator shall become aware that she is pregnant, she shall by the end of the fourth month of pregnancy notify the Superintendent and make application for a leave of absence without pay. The administrator, in consultation with the attending physician, will establish the dates of the leave of absence, not to be extended more than two (2) years, subject to the approval of

the Board of Education. Parental leave will be granted in accordance with the law.

E. Extended Leave

Up to two (2) years leave of absence without pay for reasons of health shall be granted if the administrator's physician determines such leave is necessary. The district may require verification of need for such leave from another physician.

A leave of absence without pay may be granted for one year or less upon the recommendation of the Superintendent.

F. Snow Days/Emergency Closure Days

Unless attendance is deemed necessary to meet with the Superintendent, Administrators will determine their own ability to attend work on Snow Days/Emergency Closure Days.

ARTICLE 14

Insurance Benefits

A. Health Insurance

1. By the action of the Board of Education, administrators may obtain health insurance coverage under Blue Cross-Blue Shield or comparable program. Beginning January 1, 2011 or as soon thereafter as possible, the District shall provide a Three-tier prescription drug plan for the purchase of prescription drugs at a cost of \$5 for a thirty (30) day retail supply of Tier I drugs, \$15 for a thirty (30) day retail supply of Tier II drugs and \$30 for a thirty (30) day retail supply of Tier III drugs. The District will offer a mail order program that includes a ninety (90) day supply of prescription drugs at a cost of ten (\$10) dollars for Tier I drugs, thirty dollars (\$30) for Tier II drugs and sixty dollars (\$60) for Tier III drugs.
2. The Board of Education will pay 85% of the plan premium of each year.
3. Administrators shall receive the same health insurance benefits as extended to the teachers.

4. Administrators will receive prior notification of any proposed changes to the district health insurance plan. Such notification shall be at least thirty (30) days prior to the implementation of the plan.

B. Dental Insurance

1. The Board of Education will pay 85% of the plan premium of each year.

C. Life Insurance

1. The district will provide life insurance at a value of \$50,000 per administrator. The vendor and specifics of coverage will be at the discretion of the district. Upon separation from the district the insurance policy will become the property of the administrator.

D. Disability Insurance

1. The district will annually provide disability insurance. The vendor(s) and specific coverage will be at the discretion of the district. Premium for such coverage will be the responsibility of each administrator and will be rendered through pay-roll deduction.

ARTICLE 15

Administrative Vacancies - New Positions

- A. Administrative vacancies shall be published in each school as soon as possible. Due consideration shall be given to suitable, qualified certified administrators when appointments are made.
- B. The preceding statements in the above paragraph shall also apply to the creation of new positions within the system.

ARTICLE 16

Compensation

A. Administrators will receive a base salary increase of 3% for 2013-14, 3% for 2014-15 and 3% for 2015-16 over the existing contract 2012-13 with the exception of the Director of Special Education's Salary that will reflect a change of 11 Month Salary (\$110,107) to a 12 Month Salary(\$120,117) for 2012-13.

B. New Administrators hired after December 15, 2004 to the District will receive the following percentage of the annual salary above:

1st year 88% 2nd year 92% 3rd year 96% 4th year 100%

C. General Compensation Clauses

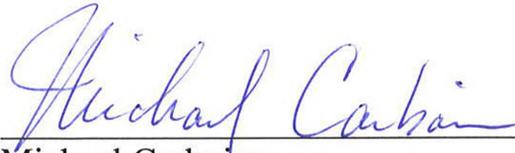
1. The district will pay the dues for Administrative Unit members wishing to belong to SAANYS. The district will also pay up to \$125 in dues for Administrative Unit members wishing to belong to one other professional school administrator's organization.

2. Administrators will receive an additional \$1,000 to their salary upon earning tenure in their respective positions.

3. K-6 Summer School Administrator shall receive an addition in their salary at \$2,000.

4. Any administrator performing Special Education services for other districts as contracted to Homer Central Schools by said districts will receive an additional \$5,000 in their salary for each district the Special Education services are contracted for.

THIS AGREEMENT, MADE AS OF THE 24th DAY OF SEPTEMBER 2013
BETWEEN THE HOMER CENTRAL SCHOOL DISTRICT AND THE HOMER
ADMINISTRATORS' ASSOCIATION, SHALL BE EFFECTIVE FROM JULY 1,
2013 THROUGH JUNE 30, 2016



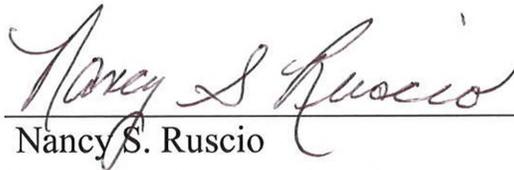
Michael Carboine

Negotiator, Administrative Employees



Thomas Turck

Negotiator, Administrative Employees



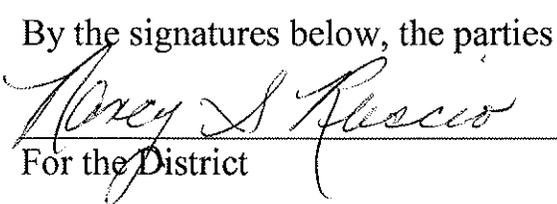
Nancy S. Ruscio

Superintendent of Schools

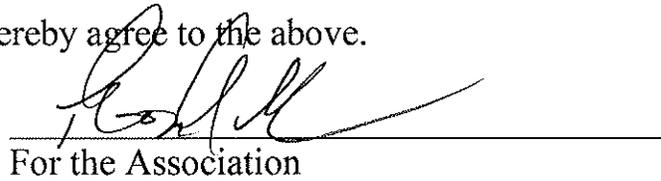
Memorandum of Agreement
Between the
Homer Central School District
And the
Homer Administrators Association

The parties agree to negotiate evaluation standards and processes consistent with the Education Law Section 3012-c and all regulations promulgated pursuant to Education Law Section 3012-c.

By the signatures below, the parties hereby agree to the above.



For the District



For the Association

9/25/13

Date

9/25/13

Date