

**AGREEMENT BETWEEN  
TUXEDO ADMINISTRATORS' ASSOCIATION  
AND  
TUXEDO UNION FREE SCHOOL DISTRICT**

**July 1, 2017 – June 30, 2021**

This agreement entered into August 21, 2017, by and between the BOARD OF EDUCATION OF THE TUXEDO UNION FREE SCHOOL DISTRICT (The “Board” or the “District”), and the TUXEDO ADMINISTRATORS’ ASSOCIATION (the “Association”).

## **WITNESSETH**

WHEREAS, the District and the Association recognize and declare that providing a quality education for the children of the school district is their mutual aim and concern; and

WHEREAS, the parties have, pursuant to article Fourteen of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Act), (“Taylor Law”), negotiated with respect to salaries, hours and other terms and conditions of employment, and have reached certain understandings which they desire to confirm in this agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I- RECOGNITION OF ASSOCIATION**

The District has recognized the Association as the exclusive bargaining agent for the unit composed of principals and assistant principals.

## **ARTICLE II- DEFINITIONS**

Wherever in this agreement of the following words appear, they shall be defined as indicated.

Administrator- A member of the negotiating unit represented by the Association.

Superintendent- The Superintendent of Schools

Retirement- A term referring to the act of a member of the unit exercising his or her option to receive a retirement allowance under the New York State Teachers’ Retirement System.

### **ARTICLE III- STRIKE**

The Association affirms that it will not assert the right to strike against any government or division thereof, to assist or participate in any strike, or impose an obligation to conduct, assist, or participate in such a strike.

### **ARTICLE IV- LEGISLATIVE**

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 V- RIGHTS AND RESPONSIBILITIES**

#### **A. GENERAL**

1. It is recognized and agreed that the Board, under Education law, has specific rights, powers, and responsibilities to govern the District; reach final decisions in relation to matters of the District; determine the direction, policies, procedures, programs, and management of the District; and fulfill their commitments under the law and rules and regulations of the Regents and Commissioner of the State of New York.
2. It is also recognized and agreed that the Association, as a unit, has the right to negotiate, represent its members, meet and confer at times which do not interfere with or infringe upon the individual principal's or other unit member's District responsibilities and duties, represent the members' position(s) on pertinent District issues, and be responsible for insuring compliance and conformity of its members with the terms and conditions of this Agreement.
3. Further, it is recognized that both the Board and the Association must cooperatively work toward the educational mission set for the students by the District and proper efficient management of the District.

#### **B. NEGOTIATIONS**

1. It is agreed that the Board will make available to the Association any information which is needed to develop proposals when such information is of a public nature and is not personal, confidential, or privileged. Advance notice of at least twenty-four (24) hours must be given for all requests for data to be made available at the District level.

2. The Association shall be afforded the opportunity to act in a consultative capacity and to react to terms and conditions of employment that are being negotiated with other units that reflect upon the function of this unit.
3. Negotiations for a new contract may be initiated at the written request of either the Board or the Association. The meeting date, time and place shall be mutually agreed upon.

**ARTICLE VI-ADMINISTRATIVE EMPLOYMENT STANDARDS**

**1. Term Life Insurance**

The District shall provide each administrator with a ten (10) year level term life insurance policy in the amount of \$150,000.

**2. Professional Dues:**

The District will deduct all dues and membership fees for annual membership to the Empire State Supervisors and Administrators Association (ESSAA) in ten (10) equal installments. The Association shall indemnify and hold the District harmless against damages and attorneys' fees incurred in any suit brought against the district under this provision, except for the District's obligation to transmit dues to the Association.

**3. Health Insurance:**

- a. While actively employed, unit members shall be entitled to District contributions toward the cost of participating in the District's health insurance plan as follows:

<u>Date</u>	<u>District Contribution</u>	<u>Unit Member Contribution</u>
7/1/17 – 6/30/21	88%	12%

- b. Health insurance will be paid in retirement for members who retire with ten (10) years of full-time service in an administrative capacity, that immediately precedes retirement from the District, to receive benefits from the New York State Teachers' Retirement System, as follows:

- The retiree shall contribute one-half of the employee contribution requirement of actively employed unit members at the time of his/her retirement.
- The District shall contribute the remainder of the premium payment.

- c. Administrators who do not receive or elect to opt-out of the District's health insurance plan will receive \$1,500 for individual coverage or for family coverage.

#### **4. DENTAL/VISION (Welfare):**

The District shall pay the full cost of participation of members of the bargaining unit in the dental/vision (welfare) plan provided by the District to the unit members.

#### **5. PROPERTY DAMAGE:**

The District will reimburse up to \$500 per year for property damage resulting from school related activity. Appropriate and acceptable documentation must be presented to the District.

#### **6. Professional Advancement**

Up to \$6,000 per year will be reimbursed for Superintendent approved graduate or post-graduate studies upon submission of the appropriate documentation by the individual administrator. The individual administrator shall repay any amount of money paid by the District in the event that he/she does not complete two years of service following his/her reimbursement (unless waived by the Board of Education due to special circumstances).

### **ARTICLE VII- WORK YEAR**

1. **Summer Work Day:** The normal summer work day will consist of 6 hours including lunch hour. With the prior approval of the Superintendent, administrators may arrange a "flexible" summer work schedule.

Example: The normal work requirement of 30 hours per week (6 hours x 5 days) may be satisfied by 3 ten hour (including lunch hour) days; or four 7 ½ hour (including lunch hour) days.

2. **Work Year:** The work year shall be July 1<sup>st</sup> – June 30<sup>th</sup>.

3. **Vacation:**

Twenty (20) days will be granted on the anniversary of the administrator's hire date after the completion of one (1) year of full-time service in administrator capacity, as approved by the Superintendent. The administrator may carry forward five (5) vacation days annually and may accumulate up to twenty-five (25) days. The administrator may liquidate up to three (3) vacation days at the per diem rate of 1/240<sup>th</sup> of his/her annual compensation. The administrator must inform the Superintendent in writing of this option to liquidate vacation days by June 15<sup>th</sup> of the then current school year. In the event of separation from the District, reimbursement shall be paid at 50% of accumulated vacation days.

4. **Holidays:** All state and federal holidays.

Non-school and non-conference days, unless summoned by the Superintendent.

## **ARTICLE VIII- PAID LEAVE DAYS**

Administrators will be credited with fifteen (15) days as of July 1<sup>st</sup> each year with a maximum accumulation to 220 days.

These leave days may be taken for the following purposes:

- Personal Illness
- Illness in an administrator's family
- Personal reasons/business

Leave days needed for sickness of the individual unit members do not need the approval of the Superintendent. In such instances, the unit member must notify the Superintendent that he/she is sick prior to the absence, or if prior notice is not possible, on the morning of the absence.

Administrators, except in cases of illness and emergency, will notify the Superintendent in advance of their intentions to use their paid leave days.

**Paid Bereavement Days:** Three (3) days per occurrence- immediate family includes spouse, parents, children, siblings, grandparents and spouse's parents.

## **ARTICLE IX-COMPENSATION**

There will be a one (1) time salary adjustment to the 2017-2018 base salary of \$13,000 to the Principal's annual salary. Unit members shall receive increases to their previous year's salary in the following percentages and on the following dates:

1.5% Effective July 1, 2018

1.5% Effective July 1, 2019

1.5% Effective July 1, 2020

**Longevity:** Effective July 1, 2010, after five (5) years of service in the District as an administrator, the unit member shall be entitled to an annual longevity payment in the amount of \$2,550, following the completion of the fifth (5<sup>th</sup>) year as an administrator at a prorated amount. Effective July 1, 2012, after ten (10) years of service in the District as an administrator, the unit member shall be entitled to an annual longevity payment in the amount of \$3,550, following the completion of the tenth (10<sup>th</sup>) year of service as an administrator at a prorated amount. These amounts are not cumulative.

## **ARTICLE X- GRIEVANCE PROCEDURE**

### **A. Grievance Procedure**

1. **Grievance Definition:** A grievance is hereby defined as an alleged violation, misinterpretation or misapplication of a specific provision set forth in this Agreement.
2. **Stage I.** An administrator having a grievance may submit it in writing to the Superintendent, either directly or through a representative. The Superintendent shall have the right to meet with the grievant and with the Association to inquire about the grievance before responding in writing within ten (10) school days. Any grievance that is not submitted in writing within forty-five (45) calendar days shall be deemed waived and will not be processed further.
3. **Stage II Arbitration:** In the event that the grievance is denied by the Superintendent, the Association shall have a right to appeal the grievance to arbitration before one of the following arbitrators who will be selected on a rotating basis, provided that the

next in rotation is available within a reasonable period of time: Howard Edelman, Bonnie Siber-Weinstock and Martin Scheinman.

## **B. Grievance Procedure- Miscellaneous**

1. Nothing herein contained shall be construed to prevent any individual administrator presenting a grievance and having the grievance adjusted without the intervention of the Association, if such adjustment is not inconsistent with the terms of the Contract. The Superintendent will inform the Association prior to adjustment of the basis for resolution of such individual grievance. In no case shall such adjustment constitute a binding precedent.
2. The time limits specified for either party may be extended only by mutual agreement.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be so decided or withdrawn and dismissed on the merits and be discontinued and further appeal and consideration shall be barred.

## **ARTICLE XI-MISCELLANOUS**

- A. This Agreement shall become effective July 1, 2017 and shall continue in effect through June 30, 2021.
  1. The parties mutually agree that all negotiable items have been discussed in the negotiations leading to this Agreement and that negotiations will not be reopened at any time during the life of the Agreement, except as noted in this Agreement.
  2. Any District policies and practices unaltered and unchanged by this Agreement shall continue in full force and effect.
  3. The District reserves the right to initiate and announce new programs or policies which may not affect or change matters contained in this Contract.
- B. Except as expressly set forth herein, the board retains all its rights, powers and authority.
- C. The failure or waiver of any party hereto to insist upon full and prompt performance of any term or condition of this Agreement at one time shall not be deemed to be a waiver of the right to insist upon full and prompt performance of such term or condition on a future occasion or incident.



- D. Every agreement between the District and any administrator in the bargaining unit hereafter executed during the term of this Agreement shall be subject and consistent with the provisions of this Agreement and shall so state.
- E. If any provision of this Agreement shall be determined to be contrary to law, only such provision shall be modified or nullified as the law requires; all other terms and conditions shall remain in full force and effect. The District and the Association shall reopen negotiations on that part of the Agreement that has been found to be contrary to law as a matter of form or any item of the economic package vacated by a court or an administrative agency.
- F. The District will prepare copies of this Agreement, at its expense, for distribution within two (2) weeks after execution hereof.
- G. This Agreement shall supersede any rules, regulations or practices of the Board, as well as all conditions of any previously negotiated instrument.
- H. Retirement Incentive:  
Unit members, upon their retirement from the District (when entitled to receive retirement pay from the New York State Teachers' Retirement System) shall be entitled to compensation of 1/600<sup>th</sup> of annual salary creditable for retirement pay for all unused sick days, but not to exceed a maximum amount of \$18,000.00.
- I. Excessing of Unit Members:  
1. Unit members who are excessed will be notified forty-five (45) calendar days prior to the effective date of the layoff.  
2. Health insurance coverage availability will extend for the lesser of 6 months or until the former employee (unit member) gains health insurance coverage elsewhere.  
3. Payment for health insurance coverage will continue at the same employer/employee ratio as provided for in this agreement.

The intent of this clause is to provide health insurance only to the former employee (unit member). The former employee (unit member) may not profit in any manner by this coverage, including accepting a buyout or other incentive for not taking health insurance elsewhere (including spousal or significant other coverage).

- J. Sign In/Sign Out: Provisions shall be deemed added to the contract consistent with any terms negotiated with the District by the TTA; provided, however, that the provision of

the Sign-In/Sign-Out clause may not be used as evidence to prove a facie case in any disciplinary proceeding.

TUXEDO ADMINISTRATORS' ASSOCIATION

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Date

TUXEDO UNION FREE SCHOOL DISTRICT

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Date

