

AGREEMENT BETWEEN

**BRIARCLIFF ADMINISTRATORS
AND SUPERVISORS ASSOCIATION**

AND

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

July 1, 2010 – June 30, 2014

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This AGREEMENT is entered into this 26th day of June 2010 by and between the Board of Education of the Briarcliff Manor Union Free School District [hereinafter "District"] and the Briarcliff Administrators and Supervisors Association [hereinafter "Association"].

PREAMBLE – PURPOSE

The purpose of this Agreement is to set forth the understandings reached between the District and the Association over the terms and conditions of employment of the Administrators in the bargaining unit.

ARTICLE I - RECOGNITION

The District hereby recognizes the Association as the exclusive negotiations representative for the bargaining unit including the positions of: Building Principals, Assistant Principals, Director of Curriculum, Director of Pupil Personnel Services, Director of Facilities, Assistant Director of Facilities and Director of Technology, excluding all other pedagogical and non-pedagogical positions.

ARTICLE II - DUES DEDUCTION

The District will deduct from the salary of the Association members, the Association dues as provided for under the Civil Service Law. The District will deduct dues in twenty-six (26) equal installments during the period July 1 through June 30 and submit a check in the total amount of all dues to the Association Treasurer at the end of the ten pay periods. The list of names and amounts to be deducted will be submitted by the Association's Treasurer to the District on or about June 1st each year.

ARTICLE III - GRIEVANCE PROCEDURE

A. Grievance Procedure:

- A. **Grievance Definition:** A grievance is hereby defined as an alleged violation, misinterpretation or misapplication of a specific provision set forth in this Agreement.
- B. **Stage I:** An Administrator having a grievance may submit it in writing to the

Superintendent, either directly or through a representative. The Superintendent shall respond in writing within ten (10) school days. Any grievance that is not submitted in writing within forty-five (45) calendar days shall be deemed to be waived and will not be processed further.

C. **Stage II:** If the matter is not resolved at Stage I, the grievant or his/her representative may file an appeal in writing with the Board of Education within fourteen (14) school days of receipt of the decision at Stage I, or within 14 days of when a decision was due under Stage I, if no decision was rendered. The Board of Education shall respond in writing within fourteen (14) school days.

D. **Stage III: Arbitration**

In the event that the grievance is denied by the Board of Education, the Association shall have a right to appeal the grievance to final and binding arbitration before one of the following arbitrators who will be selected on a rotating basis, provided that the next in the rotation is available within a reasonable period of time: Bonnie Siber Weinstock, Martin Scheinman, and Ira Lobel. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no power to modify, add to, or subtract from the provisions of this Agreement.

ARTICLE IV - WORK YEAR AND VACATION

Each Administrator shall be eligible for twenty-two (22) vacation days during the school year, and school holidays during the school year, if duties permit, subject to the approval of the Superintendent of Schools. Administrators are encouraged to use the entire vacation entitlement during the year. Notwithstanding the foregoing, the administrator may carry over up to five (5) unused vacation days to the following school year for the purpose of use during the month of July in the following school year.

ARTICLE V - HOLIDAYS

The District shall grant paid holidays on the following days, providing schools are closed: Independence Day, Labor Day, Rosh Hashanah (2), Yom Kippur, Columbus Day, Veterans' Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.

ARTICLE VI – SALARY

- A. For the 2010-2011 school year, the base salary for each unit member shall be determined by first adding the amount equal to the automobile allowance, if any, provided for in their individual employment agreements for the 2009-2010 school year into base salary and then applying 2.5% effective July 1, 2010. Salaries for the 2011-2012 school year shall be increased by 2.5% over each unit member's salary for the 2010-2011 school year. Salaries for the 2012-2013 school year shall be increased by 2.5% over each unit member's 2011-2012 school year and salary for the 2013-2014 school year shall be increased by 2.5% over each unit member's 2012-2013 school year.
- B. The District shall pay the salary in twenty-six (26) equal installments in the customary manner of the business office of the District business.

ARTICLE VII – BENEFITS

The District shall provide to the Administrator:

A. Medical Insurance.

On an individual or family basis as warranted, the District shall provide medical insurance coverage with the administrator contributing towards the cost of health insurance premiums based upon the following schedule:

Salary Level	2010-2011	2011-2012	2012-2013	2013-2014
Under \$100,000.00	10%	12%	14%	15%
\$100,000 or greater	11%	14%	17%	20%

For any unit member transitioning from a salary of less than \$100,000.00 to a salary of \$100,000.00 or more, the health insurance premium increases, effective with the first year when salary reaches or exceeds \$100,000.00, shall be implemented mid-year (on January 1), and during the subsequent year, their health insurance premium contribution increase shall also be implemented mid-year (on January 1). Thereafter, such unit member's health insurance premium contributions shall be in accordance with the schedule above for those earning \$100,000.00 or more, effective July 1.

B. Retiree Health Insurance.

Unit members employed on or before June 30, 2010 shall be vested for the purposes of

retiree health insurance (individual or family coverage as needed) through the District after five (5) years of service in the bargaining unit and employees hired on or after July 1, 2010 shall be vested for the purpose of District contributions towards retiree health insurance (individual or family coverage as needed) after ten (10) years of service in the bargaining unit. To be entitled for District contributions towards the cost of retiree health insurance premiums, the unit member must retire from this School District to receive benefits from the New York State Teachers' Retirement System or the New York State Employees' Retirement System, respectively. For unit members who retire after July 1, 2010, District contributions towards the cost of retiree health insurance shall be based upon the percentage of health insurance premiums paid by the retiree during his/her last year of active service in the School District, and shall not thereafter increase. For unit members retiring on or before July 1, 2010, the District shall pay the full cost of retiree health insurance (individual or family coverage as in effect at the time of retirement).

An annual health insurance buyout in the amount of \$2,000 for an individual plan, or \$5,000 for a family plan, will be available to unit members. A unit member must submit to the District written notice of his/her decision to opt-out of the District's health insurance plan on a form provided by the District for this purpose. Any unit member who chooses to opt-out of the District's Health Insurance Plan in the middle of the fiscal year will receive a pro-rated portion of the above-stated amounts covering the time that he/she opts out through June 30th of that year; provided, however, for unit members who opt-out in the middle of the fiscal year, there shall be a lag period of approximately thirty (30) days between the date which the individual requests the buy-out and the termination of health insurance coverage, during which time the individual will still be responsible for health insurance premium contributions in accordance with Article VII(A) above. The payments hereunder shall be made in two equal installments, payable during the months of December and June.

C. Dental Insurance.

The District shall make available individual or dependent dental insurance coverage. The District will make available to and pay for the administrator who has been employed by the District as an administrator for five (5) or more years and who retired from this School District for the purpose of receiving pension benefits from the New York State Teachers' Retirement System or the New York State Employees' Retirement System, individual or dependent dental insurance coverage during the period of the employee's retirement.

D. Life Insurance and Disability Insurance.

The District shall make available life insurance and accidental disability insurance with

the principle benefit amount of \$100,000.00. The District shall make available the long term disability insurance plan providing two-thirds (2/3rds) salary benefit after sixty (60) days or \$5,000.00 whichever is the lesser amount set forth on page 3 of the "Group Long Term Disability Insurance" Booklet provided by the District.

E. Death Benefit.

In the event that the administrator has been employed for no less than five (5) full years in the District and dies while actively employed, the District shall make a one-time payment of 50% of the administrator's basic annual salary stated above to the designated beneficiary as a death benefit.

F. Flexible Spending Plan.

The District has established a flexible spending plan pursuant to Internal Revenue Code Section 125, to which the administrator may choose to contribute. The Plan may be utilized for expenses such as premium contribution payments, dependent care and unreimbursed medical expenses.

G. Longevity.

After five (5) years as a Briarcliff Administrator, immediately preceded by five (5) years as a full-time Briarcliff employee, the administrator shall be entitled to an annual longevity payment of \$3,200.00 upon completing ten (10) continuous years of full-time service in the District. At the beginning of eighteen (18) years of continuous full-time service in the District as an employee, the administrator shall be entitled to an additional \$2,000.00 of longevity pay, effective with the beginning of the eighteenth year of such service.

The longevities set forth in the above paragraph do not apply to the position of Assistant Director of Facilities, which shall instead receive a \$1,600 longevity payment at the beginning of ten (10) years of service.

H. Professional Development.

The District shall make available annually, the sum of Twelve Thousand (\$12,000.00) Dollars to be shared among members of the Administrative Bargaining Unit as determined by the Superintendent of Schools for advanced course work in educational leadership.

I. Doctorate.

Upon obtaining an earned Doctorate Degree, the District shall pay to the administrator

annually a Two Thousand (\$2,000.00) Dollar stipend if the administrator has received tenure as an administrator in the District.

J. Designated Fund Option.

The District shall contribute the sum of Five Thousand (\$5,000.00) Dollars per year to the Section 125 Internal Revenue Code Tax Sheltered Annuity Account of each tenured, pedagogical bargaining unit member as a non-elective direct employer contribution, without cash option.

K. Sick Leave Conservation Incentive.

Upon retiring from this School District for the purpose of receiving pension benefits from the New York State Teachers' Retirement System or the New York State Employees' Retirement System, respectively, the administrator will be paid for accumulated sick leave up to one hundred fifty (150) days. The payment will be made at the daily rate of \$400.00 per day. The administrator shall not receive payment of this retirement increment in the event that the administrator accepts a retirement incentive of any form, provided by law or otherwise, in connection with his or her retirement. The District shall make the payment as a non-elective direct employer contribution, without cash option, up to the contribution limit of Section 415 of the Internal Revenue Code into the administrator's 403(b) IRC Tax-Sheltered Annuity account. To the extent that the employer non-elective contribution exceeds the cap limit of Section 415 IRC, such excess shall be paid as additional compensation. This benefit shall not be available to non-pedagogical unit members.

L. Leaves of Absence.

1. Each administrator shall be entitled up to twenty (20) sick leave days per school year. A doctor's certificate may be required as directed by the Superintendent of Schools. Sick leave may be accumulated up to two hundred (200) days. In the event that income continuation benefits become payable to or on behalf of the administrator under any insurance coverage paid for by the District during a period of sick leave, the benefit amount shall be paid to the District.

2. The District may allow sick leave beyond the above limit. The administrator's application shall be reviewed by the Superintendent of Schools who shall forward it to the Board of Education. A grant of additional sick leave shall be within the sole discretion of the Board of Education.

3. The Administrator may use up to five (5) days of sick leave entitlement provided for above, in the case of illness of a member of the administrator's immediate family and requiring the administrator's presence. For this purpose, immediate family

is defined as parent, child, husband, wife, and such other person as approved by the Superintendent of Schools.

4. A leave of absence shall be granted in the case of death in the immediate family, up to five (5) days per incident. Immediate family shall be defined as provided in the preceding paragraph.

5. A leave of absence shall be granted in the case of personal affairs for up to five (5) days per school year, at the discretion of the Superintendent of Schools. Any unused personal days shall be added to accumulated sick leave.

M. Medical Evaluation.

The District shall biennially provide the administrator a comprehensive medical examination or provide an allowance for this purpose, not to exceed \$100.00.

N. IRS Mileage Reimbursement.

The administrator shall be reimbursed by the District at the current IRS rate when the Administrator's car is utilized for District business.

ARTICLE VIII – EVALUATION

The evaluation of unit members shall be conducted by the Superintendent of Schools and/or his/her designee. Such designee must be a central office administrator who has line authority over the unit member being evaluated. The Superintendent must make the decision to appoint a designee before the evaluation process commences each year, in which event the designee shall be considered to act in place of the Superintendent in the evaluation procedure set forth in the balance of this Article. As soon as practicable at the beginning of the school year or contract year, the Administrator and the Superintendent shall have a conference to establish mutually agreed upon goals to be met by the Administrator by the end of the school year or contract year. The Superintendent and the Administrator shall meet at the mid-year to review job performance and status of goal attainment, followed by an end-of-year evaluation of the Administrator by the Superintendent, based upon performance and achievement of agreed upon goals. Written appraisal of the Administrator's performance and achievement of goals will be completed and presented by the Superintendent to the Administrator. When signed by both parties, the performance appraisal shall become part of the Administrator's personnel file.

ARTICLE IX – HOLD HARMLESS

The District shall hold harmless the Administrator and provide for the Administrator's defense in any civil action or proceeding State or Federal arising out of any alleged act or omission which occurred, or allegedly occurred, while he/she was acting within the scope of the Administrator's employment or duties pursuant to the provisions and requirement of Section 18 of the Public Officer's Law.

ARTICLE X –ENTIRE AGREEMENT

This Agreement replaces the individual contracts that previously existed and contains the entire agreement between the parties hereto and supersedes those prior agreements.

ARTICLE XI –AMENDMENTS AND WAIVERS

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement or any such modification or amendment is sought. This waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

ARTICLE XII –SEVERABILITY

If any term or provision of this Agreement is held or deemed to be invalid or unenforceable by a court of law, the remaining terms or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIII - TAYLOR LAW APPROPRIATION REQUIREMENTS

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 XIV - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2010 and shall continue in effect through June 30, 2014.

IN WITNESS WHEREOF, THE PARTIES CAUSE THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED AGENTS THIS 26TH DAY OF JUNE, 2010.

THE DISTRICT

BY: *Jana Wills*

THE ASSOCIATION

BY: *Debra French*

SIDE LETTER OF AGREEMENT BETWEEN
BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT
AND BRIARCLIFF ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

It is hereby agreed between the Briarcliff Manor Union Free School District [hereinafter "District"] and the Briarcliff Administrators and Supervisors Association [hereinafter "Association"] as follows:

As part of the negotiations for the 2010-14 collective bargaining agreement between the parties, it was agreed that effective July 1, 2010 the base salary [i.e., salary without longevity or other stipends] of the recently appointed Director of Curriculum, shall be the same as the salary of the Director of PPS.

This agreement only applies to the salary of the two current incumbents and shall not constitute a practice or precedent.

This agreement is subject to ratification by the Board of Education and the membership of the Association.

Dated: June 29, 2010

THE DISTRICT

BY: 

THE ASSOCIATION

BY: 