

# **AGREEMENT**

**Between the**

**Cherry Valley-Springfield Board of  
Education**

**And the**

**Cherry Valley-Springfield Administrative  
Association**

**July 1, 2021 - June 30, 2024**

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**ARTICLE I Recognition**

The Cherry Valley-Springfield Central School District Board of Education (the “Board”) recognizes the Cherry Valley-Springfield Administrators Association (the “Association”) as the

exclusive agent for the following titles: Elementary Principal/Curriculum Coordinator; Secondary Principal/Technology Director; and Director of Special Education.

## **ARTICLE II Negotiations Procedures**

1. Negotiations for a successor agreement will commence upon written request of either party. Such request to 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, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent by both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
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 the necessary power and the authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and the Board of Education.

## **ARTICLE III New and Modified Positions**

A.

1. The hiring of all school personnel shall be the responsibility of the Superintendent of Schools in conformance of the law.
2. Recruiting and hiring of managers and administrators shall continue to be a cooperative effort between the Superintendent and the Association. The Superintendent shall notify the Association President of the candidates and consult with the Association for input on candidates prior to making any recommendation to the Board.
3. All managerial and administrative vacancies shall be publicized and posted in the main office of each building at least fifteen (15) work days before the vacancy is filled. Further, the President of the Association shall receive copies of all vacancy notices at least fifteen (15) work days before vacancy is filled.
4. All qualified candidates within the Association shall be permitted to file a written application within the time limits specified and must be interviewed for the position before the position is filled. 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. The Association President will be notified of any newly created supervisory positions. The Association may advise the district of its desire to represent the new positions. The Association

will have the right to assist in the study and to make recommendations to the district for the placement of a position within a category classification. 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 IV Inclusive Clause**

##### **Required per Taylor Law**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds, therefore, shall become effective until the appropriate legislative body has given approval.

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 Membership Dues**

The District agrees to pay dues for three (3) professional organizations for all unit members. These organizations will include, but are not limited to ASCD, SAANYS, NAESP and NASSP.

#### **ARTICLE VI Jury Duty and Legal Proceedings**

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.

Time necessary for appearances in any legal proceeding not initiated by the employee, including subpoenas, connected with the member's employment with the District, shall be granted with pay. If any remuneration is paid to the member for such an appearance, he/she shall turn it over to the District, 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 Personal Property**

Unit members will be reimbursed for personal property damage that occurs on school grounds or as related to their duties and responsibilities in the amount not covered by personal insurance and will include insurance deductibles. The District shall reimburse association members for the reasonable cost of replacing or repairing dentures, eyeglasses, contact lenses, hearing aids, etc., and any clothing or personal property damaged or destroyed while the association member was disciplining or restraining a student or students in the scope of their employment and/or otherwise acting in the scope of their employment.

### **Article VIII    Emergency Closing**

Unit members will be excused, without penalty, for all days when school is closed due to any emergency, which would include but not limited to snow emergency days.

### **Article IX    Professional Development**

Each administrator will be allowed to attend one state conference each year. Expenses for these conferences will be prepaid by the school district but will be subject to approval by the Superintendent.

### **Article X    Health and Dental Insurance**

The District shall provide all Unit Members and their lawful dependents health and dental insurance benefits as provided by the carriers selected by the Board of Education and currently offered by the District to its employees. The following payment schedule will be followed:

2021-2022: The Unit Members shall pay nineteen percent (19%) of the cost for individual and family health and dental insurance as offered by the District.

2022-2023: The Unit Members shall pay twenty percent (20%) of the cost for individual and family health and dental insurance as offered by the District.

2023-2024: The Unit Members shall pay twenty percent (20%) of the cost for individual and family health and dental insurance as offered by the District.

### **Article XI    Health Insurance Buyout**

The Association agrees to reduce the District cost of health insurance through the use of buyouts. The District agrees to pay each member who chooses the buyout rather than health insurance the amount of \$2500.

**Article XII 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 the extent permitted by law, but all other provisions or applications will continue in force and effect.

**Article XIII Paid Holidays**

Members of the Bargaining Unit will be given the following holidays:

New Year's Day	Labor Day
Martin Luther King's Day	4th of July
President's Day	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day (and day after) - 2 days
Juneteenth	Christmas Day - 2 days

**Article XIV Vacation Days**

Members of the Bargaining Unit who work twelve (12) months will receive twenty (20) paid vacation days per year and will have until August 31st to use the days. Up to five (5) unused days can be carried to the following year. At no time can the total amount of unused vacation days be in excess of twenty-five (25) days. In addition, members of the Bargaining Unit will not be required to come to work on either snow days or give back days.

Members who work ten (10) months will follow the teacher contract and will work ten (10) additional days during the summer months. Members will be paid at their per diem rate for any additional days worked.

**Article XV Sick Days**

For personal illness or for illness in the immediate family, members of the Bargaining Unit will be granted fifteen (15) days of sick leave per year. For absences of three (3) consecutive days or more, the Superintendent may require submission of a doctor's verification of illness from the unit member. The family is defined as: father, mother, brother, sister, husband, wife, children, father-in-law, mother-in-law, grandparent and domestic partner. When taking time off for family illness, the unit member must be providing care to a family member that is confined at home, on

a visit to a doctor's office, confined to hospital, or in the case of an accident, on an emergency visit to the hospital.

#### **Article XVI Personal Days**

For business that cannot be conducted on days other than school days, members of the Bargaining Unit shall be entitled to four (4) personal days per year, accumulative to five (5) days. Unused days are to be added to accumulated sick time at the end of the school year. The request for these days shall be approved by the Superintendent and cannot be used to extend a holiday or vacation.

#### **Article XVII Bereavement Days**

In the case of a death in the family, A Bargaining Unit member may use a maximum of five (5) days per incident for immediate family. For a definition of family refer to sick days. In addition, for Bereavement only, these days will be extended to the family of a domestic partner. For any other death not considered as immediate family, the unit member will be allowed a maximum of three (3) days per incident. Additional days, if needed, can be granted at the discretion of the Superintendent. Sick days may also be used if needed.

#### **Article XVIII Compensation**

Salaries will be increased in accordance with the following schedule for Unit Members:

- 2021-2022 Percentage increase over previous years' salary by 3.25%
- 2022-2023 Percentage increase over previous years' salary by 3.25%
- 2023-2024 Percentage increase over previous years' salary by 3.25%

#### **Article XIX IRS 125 Flexible Spending Plan**

The District shall establish a flexible spending plan pursuant to the IRS regulations. Such plan shall be administered by Preferred Group Plans, unless otherwise agreed by the parties. This plan may be utilized for premium payments, dependent care and unreimbursed medical payments.

#### **Article XX Grievance Procedure**



Declaration of Purpose:

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its Administrators and Supervisors 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, any by which the Board of Education (hereinafter sometimes referred to the Board) and its administrators are afforded adequate opportunity to dispose of their differences without necessity of time consuming and costly proceedings before administrative agencies and/or the courts. A grievance shall be defined as an allegation of a violation of an express term of the contract.

**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. During this meeting it will be determined whether the grievance should be presented to the Superintendent of Schools within five (5) school days from the date in which the aggrieved learned of the potential problem or grievance.

**Level Two:** Within ten (10) school days of the level one request, the Superintendent shall orally and informally discuss the grievance with the Association President and the aggrieved member. If there is no resolution found, the Superintendent will render in writing his/her determination of the matter to the member in writing within ten (10) day period.

**Level Three:** The aggrieved Association member may, within five (5) school days of the notice of determination from the Superintendent, make a request to the Board of Education for review and determination. All written documents pertaining to the case will be submitted to the Board President within this time frame. The BOE will offer the grievant and or his/her representative an opportunity to meet in executive session at the next regularly scheduled meeting. Whenever possible, the BOE will submit a written decision to the grievant within ten (10) school days from the date the meeting with the Board occurred.

**Level Four:** After receiving written notification from the BOE the grievant may submit the grievance to binding arbitration within fifteen (15) school days from the Level 3 decision. Within ten (10) school days after such written notice of submission to binding arbitration, the BOE and the Association will agree upon a mutually acceptable arbitrator from PERB 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 binding.

The arbitrator shall have no power to alter, add 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 XXI Assault of Members**

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 in 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 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 the 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 XXII Just Cause**

No member of the Association will be dismissed without just cause and in addition shall be afforded a fair dismissal procedure which shall include:

1. Written charges for cause
2. Appropriate hearing before the BOE
3. The right to counsel and witnesses at any such hearing

#### **Article XXIII Personnel Files**

There shall be one (1) official file located in a secure location. Only the Superintendent shall have materials placed in the Association members' personnel files.

Association members have the right to review the contents of their personnel files, with the exception of pre-employment materials, and receive copies of any accessible documents contained in such file. Association members shall be entitled to have a representative of the Association accompany them during such review.

No material derogatory to an Association Member's conduct, service, character or personality shall be placed in a personnel file unless the member has first been afforded the opportunity to review the material. The member shall acknowledge the opportunity to review the material by affixing a signature to the file copy, with the express statement that such a signature does not necessarily indicate agreement with its contents. The member shall also have the right to submit a written response to such material and it shall be attached to the file copy. Such responses shall be submitted to the Superintendent with two (2) weeks of the members receipt of said material.

No anonymous or unsubstantiated information shall be placed in a members personnel file.

#### **Article XXIV Longevity**

Unit members will receive longevity payments as follows:

- Upon granting tenure                      \$1500
- After ten (10) years                         \$1500
- After fifteen (15) years                    \$1500
- After twenty (20) years                    \$2000
- After twenty-five (25) years              \$2000

Longevity payments will be added to the base salary on July 1 after completion of the benchmark year, after salary increases.

#### **Article XXV Retirement Incentive**

- A. Any Unit Member who has worked for the Cherry Valley-Springfield Central School District for ten (10) consecutive years (approved leaves of absences 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 the following incentive in addition to his or her sick day accumulation payment as outlined (in #1 below):
  1. Sick Day payment
    - a. \$60 per day
  2. Retirement Incentive

- a. Any member who retires with a non-reduced pension as set forth by the NYSTRS, shall receive an incentive payment of:
  - i. First year eligible: \$2,000 per year for each year of service to the Cherry Valley-Springfield Central School District; not to exceed \$40,000
  - ii. Second year eligible: \$1,000 per year for each year of service to the Cherry Valley-Springfield Central School District; not to exceed \$20,000
  
- 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 not later than February 1st 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 member's 403(b) non-elective account within thirty (30) days of the date of retirement.
  
- C. Retiree Health Insurance

Any Unit Member who has worked for the Cherry Valley-Springfield Central School District for ten (10) consecutive years will receive either individual or family District health insurance in retirement and their contribution rate will be the same as when active. Further, the Unit Members spouse will be eligible for the same coverage upon the death of the Member and at the same contribution rate.

#### **Article XXI Military Leave**

Military Leave will be granted upon request to any Unit Member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave the member will be placed on the salary schedule at the level which he/she remained actively employed in the system during the period of absence, up to a maximum of four (4) years.

#### **Article XXVII Attendance at BOE Meetings**

Each administrator will be required to attend all Board of Education meetings. The Superintendent will notify the Administrator in advance if they are excused from any Board meetings.

#### **Article XXVIII 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-d and all regulations promulgated to Education Law 3012-d.

**Article XXIX Complete Agreement**

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 voluntary mutual consent of the parties in a written amendment to this agreement.

**Article XXX—Duration of Agreement**

Upon ratification by the Association and the subsequent approval of the Board of Education, this agreement shall become effective on July 1, 2021 and terminate on July 30, 2024.

*For the District:*

*For the Association:*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_