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FEB 26 2018

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE WEBUTUCK ADMINISTRATIVE ASSOCIATION
AND
NORTHEAST CENTRAL SCHOOL DISTRICT

The Board of Education ("Board") of the Northeast Central School District ("District") and the Webutuck Administrative Association ("Association"), hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for the July 1, 2018, through June 30, 2022, successor collective bargaining agreement. The terms and conditions of the parties' July 1, 2013, through June 30, 2018, collective bargaining agreement shall remain in full force and effect unless otherwise specifically amended, changed or altered by the terms of this Memorandum of Agreement. The terms of this Memorandum of Agreement shall not become effective unless and until they are approved by the Board and ratified by the members of the Association.

1. The parties' new collective bargaining agreement will be for a four (4) year period, inclusive of the dates of July 1, 2018, through June 30, 2022.

2. Article 1 (*Recognition*) shall be amended by adding the title of "Assistant Principal/Director of Athletics" to the list of positions included in the Association's bargaining unit. The "Assistant Principal/Director of Athletics" will also serve as the "Summer School Administrator."

3. Article 5 (*Health Insurance*) shall be amended by adding the following:

The District shall provide health insurance to eligible bargaining unit members under the EPO-20 health plan. The DEHIC Alternative PPO Health Plan will no longer be available to Administrators. All active members participating in the health insurance provided by the District shall maintain their current percentage contribution rate toward the cost of their applicable insurance. (For example, Administrators hired prior to July 1, 2012, shall continue to pay 18% of the applicable premium. Any Administrators hired after July 1, 2012, shall pay 20% of the applicable health insurance premium (individual or family coverage), and the District shall pay 80% of such premiums.

4. Article 5 (*Health Insurance*) shall be amended by revising the first sentence of the third paragraph to read:

The Board shall make payments of \$3,000.00 per unit member during the school year for the purpose of purchasing life insurance, optical care, or other medical care or to a tax shelter annuity, at the option of the employee.

5. Article 5 (*Health Insurance*) shall be amended by revising the fourth paragraph to read:

If the Administrator requests to opt out of the District's health insurance plan by May 1st of any year, the Administrator shall receive a payment of \$2,500.00 for opting out of the individual insurance plan coverage, or \$5,000.00 for opting out of a family insurance plan coverage, per year, commencing in the ensuing year. To be entitled to the payment herein, the Administrator must produce proof of health insurance coverage from another source at the time of application for opting out. Re-entry into the District's health insurance plan shall be governed by the rules of the plan.

6. Article 9 (*Vacations and Holidays*) shall be amended by changing the fifth paragraph to read:

All Administrators shall be granted 15 paid holidays per year in accordance with the school calendar for the year. Said holidays shall be: [continue current list of holidays that indicate that there will be two (2) discretionary days provided to Administrators].

7. Article 13 (*Salary*), Section B, shall be amended by changing the title of "Director of Special Education" to the title of "Director of Student Services." Moreover, the stipend for the "Director of Student Services" will be \$7,500.00 per year, commencing in the 2018-2019 school year.

8. Article 13 (*Salary*), Section B, shall be amended by deleting the reference to the "Extended School Year Principal" and the stipend applicable thereto.

9. Article 13 (*Salary*), Section C shall be amended by providing a 2% increase to Administrator salaries in each year of the new 4-year agreement. Moreover, the list of Administrators will be amended by listing the name of the Assistant Principal/Athletic Director and setting forth the salary applicable to such position. Additionally, the two paragraphs which connect salary increases to the APPR ratings of the Administrators will be deleted.

10. Article 13 (*Salary*), Section E shall be amended to provide: "When tenure is granted, \$3,500.00 will be added to the base salary."

11. Article 13 (*Salary*), Section F shall be revised by deleting the current longevity payments table and replacing it with the following:

Upon the completion of six (6) years of service in an administrative capacity to the District: \$1,500.00.

Upon the completion of 10 years of service in an administrative capacity to the District: \$1,500.00.

Upon the completion of 12 years of service in an administrative capacity to the District: \$2,500.00

Upon the completion of 15 years of service in an administrative capacity to the District: \$2,500.00.

12. Article 13 (Salary), Section F shall be amended to clarify:

Longevity payments are non-cumulative. (Moreover, the longevity payments will be provided prospectively and not retroactively.) For example, if an Administrator's salary was \$115,000.00 and the Administrator completed his/her 6th year of administrative services to the District, the Administrator would be paid his/her \$115,000.00 salary plus an additional \$1,500.00 per his/her longevity payment. Hence, the Administrator's total compensation for the applicable year would be \$116,500.00. However, for the purposes of the 2% compensation increase, the Administrator's base salary of \$115,000.00 would be increased by 2%, resulting in an annual salary of \$117,300.00, which would again be increased by a \$1,500.00 longevity payment. In such a case, the Administrator would earn a total \$118,800.00. In the following year, the Administrator's base salary of \$117,300.00 would be increased by another 2% resulting in a base salary of \$119,646.00. Again, the Administrator would be entitled to the \$1,500.00 longevity payment resulting in a total yearly compensation of \$119,796.00. In other words, the Administrator's longevity payments do not accumulate, but are, instead, paid by separate payment each year in the eligibility period. In the example set forth herein, once the Administrator completed his/her 10th year of service, the \$1,500.00 annual payment would be increased by another \$1,500.00. Therefore the Administrator's base salary calculated by the applicable percentage each year would then be increased by an additional payment of the \$3,000.00 longevity payment (adding the longevity payment of \$1,500.00 upon the completion of 6 years and an additional \$1,500.00 longevity payment upon the completion of 10 years, for a total of \$3,000.00).

As another example, in 2018-2019, an Administrator, who has completed 13 years of service as an administrator in the District, shall have his or her salary increased by 2% and, subsequent to this increase, will receive an additional \$5,500 to his or her salary. If the Administrator in this example had a 2017-2018 salary of \$115,000.00, then in 2018-2019, his or her salary will increase to \$117,300.00 and then have an additional \$5,500.00 added (i.e., \$1,500.00 for the completion of six years of service + \$1,500.00 for the completion of 10 years of service + \$2,500.00 for the completion of 12 years of service), for a total salary of \$122,800.00. In 2019-2020, the Administrator's total salary will be \$125,146.00 (i.e., \$117,300.00 increased by 2%, which is \$119,646.00, plus \$5,500.00). For the 2020-2021 school year, the Administrator will have

completed 15 years of service as an administrator with the District, so his or her salary will receive an additional \$8,000.00 (i.e., \$1,500.00 for the completion of six years of service + \$1,500.00 for the completion of 10 years of service + \$2,500.00 for the completion of 12 years of service + \$2,500.00 for the completion of 15 years of service). Thus, in 2020-2021, this Administrator's salary will be increased by 2% from \$119,646.00 to \$122,038.92, and will then be increased by \$8,000.00, for a total salary of \$130,038.92.

13. Article 14 (*Tuition Payments*) shall be amended by adding the following sentence to the current provision: "In order to be eligible for tuition reimbursement, the Administrator must earn a grade of 'B' or higher for each course which the Administrator takes."

14. Article 15 (*Final Annual Salary*) shall be amended by providing the following option to eligible Association members. Notably, this optional incentive shall be in place of the incentive currently set forth in Article XV, but this option shall sunset on June 30, 2020, and shall have no further force or effect after that date:

a. *Members of the bargaining unit with ten or more years of service to the District, who are eligible to retire, without penalty, under the rules of the applicable New York State Retirement System, and who do so retire in accordance herewith, shall be entitled to the following incentive: Members of the bargaining unit who submit their letter of resignation for retirement purposes to the District no later than July 15, 2018, with an effective date of retirement on or before August 30, 2018, shall be entitled to: (i) a payment of \$25,000.00, payable in two equal installments of \$12,500 (one payment to be made on October 1, 2018, and the second payment to be made on September 1, 2019); (ii) a payment of \$100.00 per day of accumulated, unused sick days, to a maximum of 100 such days, payable by the District to the retiring Administrator by October 1, 2018; and (iii) a payment for the Administrator's unused vacation days at the Administrator's daily rate of pay, such a payment to be made by October 1, 2018. All such payments shall be subject to normal payroll deductions. In order to receive these payments, an eligible bargaining unit member must submit his/her irrevocable letter of resignation for retirement purposes no later than July 15, 2018, which includes a retirement date no later than August 30, 2018*

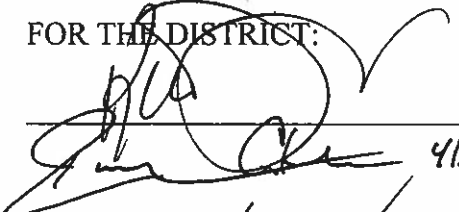
b. *Members of the bargaining unit with 10 or more years of service to the District as an Administrator, who are eligible to retire in accordance with the rules of the applicable New York State Retirement System, without penalty, who submit their letter of resignation for retirement purposes no later than September 1, 2018, with a date of retirement no later than June 30, 2019, shall be provided the following: (i) a payment of \$5,000.00 payable to the Administrator by August 1, 2019, or, at the Administrator's option, equal payments of \$2,500.00 payable by August 1, 2019, and July 1, 2020; (ii) a payment to the eligible Administrator for his/her unused accumulated sick days at a rate of \$60.00 per day for a*

maximum of 50 such days payable by August 1, 2019; and (iii) a payment to the Administrator retiring from the District for his/her unused vacation days at his/her daily rate of pay.

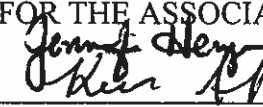
Editorial Changes

a. To the extent practicable, the Agreement will be revised to add Section/Subparagraph numbers to unlabeled paragraphs within an Article. For example, there are five unlabeled paragraphs under Article 5 (*Health Insurance*); these will be re-labeled to affix numbers or letters to each, for ease of reference in the future.

FOR THE DISTRICT:


4/23/18
4/19/2018
Dated

FOR THE ASSOCIATION:


Jennifer Heyman
February 26, 2018
Dated

