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ADI / 5984

AGREEMENT

BETWEEN

PORT JEFFERSON UNION FREE SCHOOL DISTRICT NO. 6

AND

THE PORT JEFFERSON ADMINISTRATORS ASSOCIATION

JULY 1, 2001 - JUNE 30, 2006

RECEIVED

JAN 30 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	
STATEMENT OF RECOGNITION	1
ARTICLE II	
ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES	2
ARTICLE III	
TERMS OF EMPLOYMENT	2
ARTICLE IV	
GRIEVANCE PROCEDURE	11
ARTICLE V	
LEGAL DEFENSE & COMPENSATION FOR INJURIES	12
APPENDIX "A"	15

PREAMBLE

The purpose of this Agreement is to specify the terms and conditions of employment of all the members of the bargaining unit known as the Port Jefferson Administrators Association. The Agreement by and between the Board of Education, Port Jefferson Union Free School District No. 6 (hereinafter the "Board") and the Port Jefferson Administrators Association (hereinafter called the "Administrators") shall be effective July 1, 2001 through June 30, 2006.

This Agreement shall remain in force until superseded. It may be changed with the consent of both parties.

In entering into this contract, it is recognized by both parties that the Board and the Administrators have many responsibilities beyond those which can be detailed herein. These include the common obligation to plan, to develop, to evaluate, and to report all efforts being made to provide high quality educational services to the children of the District.

The provisions contained in the Agreement constitute mutual pledges to work toward the attainment of that quality.

ARTICLE I **STATEMENT OF RECOGNITION**

The Board recognizes the Administrators as the exclusive negotiating representative of the professional education administrators of the District. These include but are not limited to: building principals, assistant principals, plant and facilities administrator, administrative assistants, and any other certified administrator.

ARTICLE II
ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

- A. The Board and the Administrators commit themselves to a minimum of two meetings per year, for the purpose of formulating common objectives and working together for the improvement of the educational program.
- B. The Board shall consult with the Administrators to avoid making contractual or other agreements which limit the ability of the Administrators to perform their duties.
- C. Decisions concerning the hiring, assignment and dismissal of building personnel will be made in consultation with the appropriate district administrators.
- D. Decisions concerning the use of buildings and grounds by non-school organizations or individuals shall be made by the Superintendent of Schools and the Board only after prior consultation with the appropriate administrators.

The Board and the Association agree that the district's administrators shall be responsible for the implementation of the procedures of the District for the selection of textbooks and instructional materials.

ARTICLE III
TERMS OF EMPLOYMENT

- A. As a general guideline, the administrative workday shall be eight hours, inclusive of lunch.
- B. The Administrators agree that participating in a reasonable number of programs and activities beyond the normal workday is a legitimate administrative responsibility.

C. It is understood that if a need is demonstrated, the Superintendent can determinate starting hours and attendance procedures, including written, sign in and out at arrival and departure for individual administrators.

D. The work year of the administrators shall be twelve months, excluding school recesses, between September 1 and June 30, when teachers do not work.

Administrators shall earn 27 vacation days for twelve months of employment.

Each administrator will take at least ten(10) days vacation in a single school fiscal year. The remaining days may be taken as the work schedule permits, and at the discretion of the administrator and the superintendent. Any unused vacation time at the end of the school fiscal year or upon termination of employment, resignation or retirement shall be reimbursed at 1/240th of the then annual rate of pay, not to exceed thirty-four (34) days, provided notice of separation is given to the District pursuant to Article III (R).

When an Administrator's contract covers a period of less than one school year, the vacation time shall be two and one quarter (2¼) days for each month of service during the remainder of the school fiscal year.

E. During the term of this contract, annual compensation for administrators shall be paid in accordance with the salary schedule attached (Appendix A). The annual across the board increases in salaries of the members of the Association shall be equal to the percentage increase in the Consumer Price Index (New York-Northeastern, New Jersey Area) for the preceding February to February period. However, the minimum raise shall be 2.75% and the maximum shall be 4%, notwithstanding a percentage increase in the Consumer Price Index that is lower than or exceeds the aforesaid percentages.

Said increases shall be applied to each administrator's salary in effect on the June 30th immediately preceding the indicated school year.

F. Effective July 1, 2001, the District agrees to increase the base salary of Blair Mudie, Plant Facilities Administrator, by \$2,000.

The District reserves the right, upon the resignation or termination of Mr. Mudie, to establish a new starting salary for the position of Plant Facilities Administrator, to which the annual across the board increases in accordance with paragraph E, will apply.

G. 1. Career Increment - As part of salary, career increments shall be granted only to unit members hired on or before July 1, 2001 and for Port Jefferson service only. An additional \$800 shall be added to the scheduled salaries in the fourth year; an additional \$800 in the seventh year; an additional \$800 in the tenth year; and in the twelfth year each administrator will receive \$800 continuous to the last year of service in the district as a separate career stipend. [Unit members hired after July 1, 2001 shall receive said career increment, provided they are otherwise eligible, once they have completed five (5) years of administrative service with the Port Jefferson Union Free School District.]

2. Longevity Increment - Administrators hired on or before July 1, 2001, shall be eligible for longevity increments as part of salary equal to one percent of his/her salary for each year of administrative service in the Port Jefferson Schools. In addition, longevity increments shall be given at the rate of one percent for each two years of service as an administrator in the District or as an administrator outside the district. These increments shall be cumulative and payable in each of the three school years following the date on which the administrator files a request with the Board and the Superintendent.

For any year following the years in which longevity increments are paid, the salary of the administrators shall be computed excluding longevity increments.

The longevity increment may not exceed 19% in any of the three years during which it is exercised.

Each administrator shall be entitled to exercise such election only once during his/her employment in the district.

Unit members hired after July 1, 2001, shall receive said longevity increment, provided they are otherwise eligible, once they have completed five (5) years of administrative service with the Port Jefferson Union Free School District.

H. Each administrator shall have a full paid sick leave of fifteen (15) days per year, cumulative. In addition, a maximum of six months catastrophic sick leave may be granted for any single illness.

On July 1st of each year, each administrator shall be notified of the exact number of sick days accumulated.

Absence for family illness and death in immediate family shall not be charged against sick time or personal leave. In such cases, the administrator will be excused for five work days. Exceptions will be considered by the Superintendent.

Administrators at retirement will be reimbursed for accumulated sick days at the regular rate of pay. One day's pay will be granted for every two days of accumulated sick leave. If an administrator leaves the district, he/she will receive 50% of accumulated sick days and shall be reimbursed at the regular rate of pay provided notice of resignation for purposes of retirement is given to the District pursuant to Article III (R).

The administrator may be granted five (5) personal leave days during the calendar year, July 1 to June 30. Unused personal days will be added to accumulated sick leave.

I. The premium of a group life insurance plan to be selected by the Board, which permits purchase of life insurance of approximately \$100,000, for each administrator, shall be paid by the district. The plan commenced on January 1, 1982.

Each covered administrator will have \$100,000 permanent life insurance purchased and paid for by the District for a period of eight years. The District will have ownership of the policy during such period. Should a covered administrator die during the eight-year period, proceeds of the policy payable to beneficiary shall be limited to face amount less the amount of premiums paid by the District on such policy. In such case, the premium outlay shall be paid to the District by the insurer. At the end of the eighth year, the District will convey title to the policy to the insured administrator to do with as he/she determines, at which time the obligation of the district to the maintenance of such policy shall cease for all purposes.

However, the district will pay the premiums on the policy(s) of administrators currently employed for the full eight year period, even if an administrator should sooner retire.

All administrators shall, upon termination of service for any reason before the eight years expire, have the option to assume all future responsibilities and costs of the policy drawn in his/her name. If the administrator fails to assume the policy within 30 days after termination, the obligation of the district to the maintenance of such policy shall cease for

all purposes.

Each administrator employed in the district as of July 1, 1990 will be granted an additional and separate \$100,000, of permanent life insurance under the terms and conditions agreed to above.

J. After seven years of administrative employment in the Port Jefferson Schools, an administrator shall be eligible for sabbatical leave at full salary. Such leave may be taken during the calendar year or during three consecutive summers.

Requests for sabbatical leave will be granted by the Board for advanced study and/or educational travel. The primary criterion for granting such leave shall be its direct value to the educational program of the Port Jefferson School District. Seniority in the Port Jefferson School District and the improvement of administrative management skills will be considered. All requests for sabbatical leave must be submitted by February 1st.

K. The Administrators agree that extra-curricular activities constitute a significant part of the total educational experience offered to the students of the district. It recognizes further the desirability of encouraging members of the teaching staff to assume responsibility for supervising students and advising them as they engage in such activities, either as spectators or as participants.

Where there are insufficient volunteers to supervise students outside regular school hours, in such activities as evening dances, athletic contests, concerts, dramatic performances, and the like, the building principal shall rotate assignments among the teachers of the building.

Where there are no qualified teacher candidates for the extra pay positions of coach, adviser, timer, scorer, detention/bus supervisor, tutor, chaperone, etc., administrators may apply for and may be assigned to such posts.

The Board authorizes payment to administrators for the performance of these extra duties.

The following extra-stipend positions shall be reserved for the Administrators.

Payment is authorized as indicated:

Supervising Chaperone	\$25 per hour
Overnight Trip Administrator	\$250 per day
Overnight Chaperone	\$125 per day

L. Child Care Leave -

1. An administrator who wishes to rear his or her child shall be granted unpaid leave for a period of up to two (2) full years. The administrator shall give District at least thirty (30) days notice before taking such leave. In the case of an administrator using sick leave, child care leave may commence when the doctor determines that a physical disability no longer exists.

2. After returning to work from child care leave, an administrator shall be reassigned without loss of rights. The time on child care leave shall not count toward tenure or toward advance on the salary schedule.

M. Termination of Service -

1. The probationary period under the Education Law of the State of New York with respect to tenure shall be three (3) years for all New York State certified

administrators, during which period employment may be terminated in accordance with existing laws governing teacher tenure.

2. In the case of employees whose services are not required beyond June 30th of a particular year or those administrators whose positions are being abolished, notification in writing shall be given prior to April 1st.

3. Salary for time served shall be pro-rated and paid up to and including the last day of employment.

N. Tuition Fees for Administrators' Children -

The annual tuition fee for administrators' children shall be \$500 for grades 10-12; \$475 for grades 7, 8 and 9; \$400 for grades 1-6; \$200 for pre-kindergarten and kindergarten. Registration in these grades is predicated on the assumption that there shall be adequate room based upon desired class size listed in this agreement.

O. Emergency Excused Absences -

Administrators may be granted an excused absence for emergency reasons by the Superintendent of Schools provided that a written request (citing such reasons) is submitted at least one (1) day prior to the absence.

P. Health and Dental Insurance -

1. The District shall pay eighty-five percent (85%) of the premiums of a comprehensive group health and dental insurance plan. These plans are available to all full-time employees of the District and to part-time employees on a pro-rated basis.

2. Any person presently enrolled in any insurance program offered by the District may waive the right to be covered and relieve the District of any obligation for

paying premiums on the person's behalf. A person who waives the right to be covered shall receive one-half (½) the cost of the premium of his/her policy in effect at the time of the waiver, payable at the end of the school year. Such waivers must be renewed annually upon proper written application submitted no later than June 30th. If a person rejoins any insurance program during the school year, that person shall receive any payment for any portion of the premium.

Rejoining any insurance program shall be permitted due to extenuating circumstances unforeseen at the time the original waiver was executed, such as change in marital status, death in family, financial hardship, etc. A person who wishes to rejoin must submit a written application. A joint determination, based on the merits, shall be made by the Superintendent of Schools and the President of the Association.

Q. Notice of Retirement/Resignation -

Unit members who intend to retire and/or resign from the District shall provide a minimum of ninety (90) school days written notice to the Superintendent of such retirement or resignation as a condition precedent to receiving sick leave and vacation payout pursuant to Article III(D) and (H) of the collective bargaining agreement. The Superintendent, after discussion with the Administrators' Association, may waive the above notification requirement upon written notice of extenuating circumstances.

ARTICLE IV
GRIEVANCE PROCEDURE

Grievance Procedure shall be as in New York State law, which is interpreted in this Agreement as follows:

A. No administrator shall file a formal grievance without first having discussed the complaint with his/her immediate supervisor.

B. If the administrator's complaint is not satisfied at the informal level, he/she may file a written grievance within five work days with his/her immediate supervisor, who shall discuss the grievance with the aggrieved administrator within five days after it has been presented to his/her. The immediate supervisor shall respond in writing within five working days after the discussion.

C. If the aggrieved administrator is not satisfied with the immediate supervisor's decision, within five work days after the receipt of such decision, the administrator may file his/her grievance with the Superintendent.

Within five work days of receipt of said grievance, the Superintendent will meet with the administrator in an effort to resolve the grievance. The Superintendent shall respond in writing within five work days after the discussion.

D. If the aggrieved administrator is not satisfied with the Superintendent's decision, within five work days after the receipt of such decision, the administrator may file his/her grievance with the Board.

Within ten work days of receipt of such grievance, the Board or committee of the Board will meet with the administrators in an effort to resolve the grievance.

The decision of the Board shall be transmitted in writing to the administrator following the next regularly scheduled Board of Education meeting.

E. The aggrieved administrator may request that the Administrators submit the grievance to arbitration. The Administrators shall determine whether the grievance is meritorious. It may submit the grievance to arbitration by written notice to the District within ten (10) days of the Level 3 decision.

The Administrators and the District shall select an arbitrator through the American Arbitration Association.

The arbitrator selected shall confer with the District and the aggrieved administrator, or his/her Designee within twenty (20) days from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth findings, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.

ARTICLE V **LEGAL DEFENSE & COMPENSATION FOR INJURIES**

A If criminal or civil proceedings are brought against an administrator, alleging that he/she committed an assault while in the course of his/her employment, the Board will, upon request, provide legal counsel to defend in such proceeding.

B. The Board agrees to save harmless and protect administrators from financial loss

and will provide for their defense, arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such administrator at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board, pursuant to the procedures set forth in Sections 3023, 3028, and 3811 of the Education Law.


C. Whenever an administrator is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment, for which he/she is eligible to receive Worker's Compensation payments, full salary will be paid for the period of absence, less the amount of any Worker's Compensation award made for the disability due to said injury. No part of such absence will be charged to accumulated sick leave. The Board may request a reasonable number of physical examinations by the District Medical Officer.

D. The Board will provide protection of administrators by reimbursement of cost of replacing or repairing dentures, eyeglasses, and similar physical aids not covered by Worker Compensation, destroyed or lost as the result of any injury sustained in the course of his/her employment.

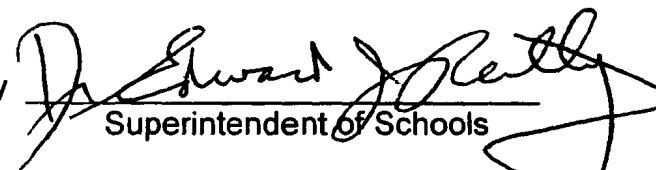
E. The Board will provide reimbursement for repair or value, whichever is less, of clothing and personal property, damaged or destroyed incidental to employment, provided loss is not caused by negligence of the claimant.

WITNESS WHEREOF, the parties have executed this Agreement.

**PORT JEFFERSON
ADMINISTRATORS' ASSOCIATION**

By 
President

**PORT JEFFERSON UNION FREE
SCHOOL DISTRICT**

By 
Superintendent of Schools

Port Jefferson, New York
November __, 2001

APPENDIX "A"

NAME/TITLE	2001- 2002	2002- 2003	2003- 2004	2004- 2005	2005- 2006
High School Principal	\$122,933				
Middle School Principal	\$109,000				
Elementary Principal	\$109,000				
Director Special Svces.	\$ 99,833				
Director Athletics	\$ 89,925				
Plant Facilities Admin.	\$ 83,003				

MEMORANDUM OF AGREEMENT
between
PORT JEFFERSON UNION FREE SCHOOL DISTRICT
and
PORT JEFFERSON ADMINISTRATORS ASSOCIATION

MEMORANDUM OF AGREEMENT, dated this ___ day of May, 2001, by and between the negotiating representatives of the PORT JEFFERSON ADMINISTRATORS ASSOCIATION (hereinafter referred to as the "Association") and the negotiating representatives of the PORT JEFFERSON UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT").

1. General:

The labor agreement between the parties for the period of July 1, 1997 through June 30, 2001 will expire on June 30, 2001. The parties herewith agree that said agreement shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:

A. This agreement is subject to formal ratification by the Board of Education and the membership of the Association. Such ratification shall occur within thirty (30) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid thirty (30) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. The terms of this agreement become effective upon execution of the new collective bargaining agreement.

3. Terms:

The term of the contract shall be five (5) years:

Year 1	July 1, 2001 to June 30, 2002
Year 2	July 1, 2002 to June 30, 2003
Year 3	July 1, 2003 to June 30, 2004
Year 4	July 1, 2004 to June 30, 2005
Year 5	July 1, 2005 to June 30, 2006

4. Retirement Incentive:

A. Effective July 1, 2000, any member who meets the conditions set forth below shall be eligible to apply for and receive a retirement incentive of Fifty-Five Thousand Dollars (\$55,000) to be paid in lump sum before July 5th of the year of retirement and will be credited, for retirement purposes, as being paid for services rendered during the final full year of administrative service prior to the member's effective retirement date.

B. To be eligible for receipt of the benefit a member must have five (5) years of administrative service with the Port Jefferson Union Free School District and must:

i. Become age 55 or have thirty five years of service, and be first eligible for retirement under the New York State Teachers Retirement System or be over the age of 55, and be eligible for retirement under the New York State Teachers

Retirement System, on or before August 31, 2001 and submit an irrevocable letter of resignation for purposes of retirement on or before June 15, 2001 with an effective date of June 30, 2001.

ii. Become age 55, and be first eligible for retirement under the New York State Teachers Retirement System, between July 1, 2003 and August 31, 2004 and submit an irrevocable letter of resignation for purposes of retirement on or before January 31, 2004 with an effective date of June 30, 2004.

C. Except for delivery of payment of the retirement award, this retirement incentive program shall expire in all respects and be of no further force and effect on June 30, 2004. The Association waives the applicability of 209-a(1)(d) and 209-1(1)(e) of the Taylor Law to the entirety of the provisions of this retirement incentive.

D. Should the State of New York establish a retirement incentive plan during the term of this benefit and should the District opt to participate, affected unit members may choose between the State plan and this incentive provided that the New York State plan is offered on or before June 30 of either year in which the local incentive is available.

5. Salary:

For each year of the new five (5) year term, the salary increase shall be equal to the percentage increase in the Consumer Price Index (New York-Northeastern, New Jersey Area) for the preceding February to February period. However, the minimum raise shall be 2.75% and the maximum shall be 4%, notwithstanding a percentage increase in the Consumer Price Index that is lower than or exceeds the aforesaid percentages.

** 78460 + 1332 longevity*

In addition to the above, the salary of Plant Facilities Administrator shall be increased by \$2,000 effective July 1, 2001. His total increase shall be calculated based upon an all-inclusive base salary.

6. Notice of Retirement/Resignation:

Unit members who intend to retire and/or resign from the District shall provide a minimum of ninety (90) school days written notice to the Superintendent of such retirement or resignation as a condition precedent to receiving sick leave and vacation payout pursuant to Article III(C) and (G) of the collective bargaining agreement. The Superintendent, after discussion with the Administrators' Association, may waive the above notification requirement upon written notice of extenuating circumstances.

7. Career/Longevity Increments:

Article III(F) shall be amended to provide that unit members hired after July 1, 2001, shall not receive any career/longevity increments until they have completed five (5) years of administrative service with the Port Jefferson Union Free School District.

8. Attendance:

The Superintendent of Schools shall have the right to require any member of the unit to record, in writing, his/her times (arrival/departure) should the Superintendent of Schools determine that the unit member *has an attendance/late time problem* is abusing his/her work time.

9. Me-Too Clause:

Article III(I) shall be deleted in its entirety and replaced with the contract language set forth in the Teachers' Association collective bargaining agreement as follows:

1. child care leave
2. emergency excused absence
3. medical and dental insurance
4. termination of service
5. tuition fees.

To the extent that the language in the Teachers' collective bargaining agreement needs to be modified to be applicable to administrators, it will be modified. The intent of this change is to memorialize the existing benefits of administrators referenced in the Teachers' collective bargaining agreement.

Negotiating Representatives of the Port Jefferson
Union Free School District

Negotiating Representatives of the Port Jefferson
Administrators Association

1. child care leave	
2. emergency excused absence	
3. medical and dental insurance	
4. termination of service	
5. tuition fees	

5/24/01

December 2, 2003

MEMORANDUM OF AGREEMENT
between
PORT JEFFERSON UNION FREE SCHOOL DISTRICT
and the
PORT JEFFERSON ADMINISTRATORS ASSOCIATION

MEMORANDUM OF AGREEMENT, dated this ____ day of November, 2003, by and between the negotiating representatives of the PORT JEFFERSON ADMINISTRATORS ASSOCIATION (hereinafter referred to as the "Association") and the negotiating representatives of the PORT JEFFERSON UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District").

1. General:

The District and the Association are parties to a labor agreement for the period of July 1, 2001 to June 30, 2006, as amended by a Memorandum of Agreement dated May, 2001. The parties herewith agree that said agreement, as amended, shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:

A. This agreement is subject to formal ratification by the Board of Education and the officers of the Association. Such ratification shall occur within twenty (20) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid twenty (20) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team

of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree that this memorandum of agreement shall constitute a binding side letter to the collective bargaining agreement effective upon ratification by both parties.

3. Terms:

A. **Retirement Incentive and Sick Leave Payout Upon Retirement:**

Paragraph 4 (Retirement Incentive) of the Memorandum of Agreement dated May, 2001 and Article III(H), paragraph 4 of the collective bargaining agreement shall be amended for the 2003-2004 school year.

1. In lieu of the lump sum cash payment made directly to eligible members as a retirement incentive and as payout of accumulated and earned sick leave, the termination monies shall be paid to the eligible retiring administrator as a one-time, non-elective, non-discretionary employer contribution by the District.

a. The contributions, to the maximum extent allowed by law, will be deposited on behalf of the administrator into a Section 403(b) account designated by the retiring administrator no later than December 30th of the calendar year prior to retirement. Monies in excess of the amount allowed by law shall be held by the District and then deposited into the

designated Section 403(b) account to the extent allowable, within thirty (30) days of the administrator's effective date of retirement. In the event that there are still retirement incentive monies not eligible for placement in the designated Section 403(b) account, those remaining monies shall be paid to the retiree directly as cash/salary subject to all taxes.

b. To the extent that the monies deposited into the designated Section 403(b) account in the year prior to retirement pursuant to Section a(1) above represent earned sick leave payout, the administrator acknowledges and understands that those paid sick days are not retrievable as sick days for use in the event of illness or injury during the remainder of his/her employment time.

c. The order of payment in the calendar year prior to retirement shall first be payout of earned sick leave before payment of the retirement incentive.

B. Sick Leave Payout Upon Retirement:

1. Article III(H), paragraph 4 of the collective bargaining agreement shall be amended for the 2004-2005 and the 2005-2006 school year. In lieu of the lump sum cash payout made directly to eligible members upon retirement as sick leave payout, the

monies shall be paid to the eligible retiring administrator as a one-time, non-elective, non-discretionary employer contribution by the District.

a. The contribution will be deposited on behalf of the administrator into a Section 403(b) account designated by the retiring administrator within thirty (30) days of the administrator's effective date of retirement. Monies in excess of the amount allowed by law shall be paid to the retiree as cash/salary subject to all taxes.

C. The non-elective contribution for eligible unit members shall be contributed to the individual 403(b) Plan account of each eligible retiring unit member as defined herein in Sections A and B above. Eligible unit members shall notify the District in writing of the total elective contribution, if any, made by them to their existing 403(b) Plan account for the plan year no later than thirty (30) days prior to the date of contribution by the District.

D. The amount of contributions in Section 3A and 3B above shall be subject to applicable annual contribution limits under relevant law; provided, however, that if, as a result of the contribution referenced herein, an eligible retiring unit member's aggregate contribution for such Plan Year would exceed the applicable annual contribution limitation, the excess amount shall be paid to the eligible retiring unit member as compensation as set forth described in Section 3A or 3B above.

E. The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) regarding the tax-deferred status of these contributions or as to the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the member's final average salary (FAS).

F. The retirement incentive and sick leave payout program for 2003-2004 set forth in Section 3A above and the District's obligation to make the aforesaid 403(b) incentive contribution to the Plan hereunder shall expire in all respects and be of no further force and effect on June 30, 2004, except for those members receiving termination monies under Section A(1)(a) herein and the District's obligation to make contributions hereunder. For those retirees, this agreement shall remain in force until all their termination monies have been distributed as described above. The Association herewith waives the applicability of §209-a(1)(e) of the Taylor Law to Section A hereof.

G. The sick leave payout program for the 2004-2005 and 2005-2006 set forth in Section 3B above and the District's obligation to make the aforesaid 403(b) incentive contribution to the Plan hereunder shall expire in all respects and be of no further force and effect on June 30, 2006, except for those members receiving termination monies under Section B(1)(a) herein and the District's obligation to make contributions hereunder. For those retirees, this agreement shall remain in force until all their termination monies have

been distributed as described above. The Association herewith waives the applicability of §209-a(1)(e) of the Taylor Law to Section 3B hereof.

H. **Training (New)**: The Superintendent may assign an administrator to attend up to ten (10) hours of training annually. The training may consist of inservice or university courses offered in or out of the District outside of the administrator's regular workday. Suggestions for training from the administrator may be considered. The cost of the course shall be borne by the District.

I. **Staff Development (New)**: Each administrator shall conduct two (2) staff development workshops (training sessions) per year for staff. The topic of the workshop is to be defined by the administrator, subject to review and approval by the Superintendent. Compensation for said workshops shall be as per past practice.

J. **Workday (New)**: In the event that there is any adjustment or extension of the school day, administrators shall be available for supervision of students and staff. Adjustment or extension shall not include split or double session, Saturday classes or night school.

K. **Notice of Retirement**: Article III(Q) shall be amended by deletion of the first sentence in its entirety and by replacement with the following:

"Unit members who intend to retire and/or resign from the District shall provide notice to the Superintendent no later than December 15 of the year prior to retirement or resignation as a condition precedent to receiving sick leave and vacation

payout pursuant to Article III (D) and (H) of the collective bargaining agreement."

REPRESENTING THE ASSOCIATION

REPRESENTING THE DISTRICT

12/1/03