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PERB

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Granville Central School District And
Granville Csd Administrators Assn

PROFESSIONAL AGREEMENT

Between the

**CHIEF EXECUTIVE OFFICER
GRANVILLE CENTRAL SCHOOL DISTRICT**

and the

**GRANVILLE CENTRAL SCHOOL DISTRICT
ADMINISTRATORS ASSOCIATION**

JULY 1, 2003 - JUNE 30, 2006

RECEIVED

DEC 10 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**ARTICLE I
PREAMBLE**

The Granville Central School Administrators' Association declares its common interest with the Granville Board of Education in the desire to achieve the finest possible education for the children of Granville consistent with the aspirations and support of its citizenry. It is the considered purpose of this association to accomplish its objective through a cooperative relationship between the Board of Education and the Granville Central School Administrators' Association.

**ARTICLE II
RECOGNITION AND
DEFINITIONS**

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

B. The Board recognizes the association for purposes of collective negotiations pursuant to the Public Employees' Fair Employment Act and agrees to negotiate with said Association as the Chief Executive Officer, with respect to salaries, wages, hours, and other terms and conditions of employment, and in the administration of grievances arising thereunder.

C. Definitions:

1. The word "Association" as used in this Agreement shall mean the Granville Central School Administrators' Association.

2. The word "Board" as used in this Agreement shall mean the Board of Education of the Granville Central School District.

3. The words "Terms and conditions of employment" as used in this Agreement are defined as in Section 201 of the New York State Public Employees' Fair Employment Act.

ARTICLE III
WORKING CONDITIONS

A. Administrator's Personnel File - No material critical of an administrator shall be placed in her/his file unless she/he is given a copy of the same. The administrator shall have the right to respond in writing within thirty (30) days to any material filed, and her/his response shall be attached to and become a part of the file copy.

B. Principal's Authority - The Board and the Association recognize that each administrator has responsibilities for matters pertaining to organization, direction of personnel, and school management. All of the responsibilities are to be fulfilled in harmony with the standards and goals for the schools and the District as directed by and in cooperation with the Superintendent.

C. Legal Protection - The Board is responsible to defend any civil or criminal action or proceeding growing out of disciplinary action taken against any pupil of the District while in discharge of an administrator's duties and within the scope of the administrator's employment, or any action taken by an administrator in the regular scope of the administrator's employment and an administrator must give to the Board within ten (10) days either the original or a copy of any summons, complaint, process notice, demand or pleading.

D. Attendance at Conferences/Meetings - Association members shall be permitted to attend State and Regional professional conferences at the discretion of the Superintendent within limits of the available funds.

E. Participation in Professional Organizations - The Board recognizes that participation in the activities of professional organizations will contribute to the professional growth of the administrative staff and thus be beneficial to the Granville School system. Accordingly, the Superintendent may approve requests by members of the

association to participate in such activities to the extent that, in her/his judgement, they do not unreasonably impinge upon performance of each such individual's duties in the Granville schools, it being understood that special effort will be made to accommodate the needs of an individual who is undertaking some infrequent, special responsibility such as President of her/his professional association. It is expected that, in the normal situation, the Board's authority in this regard will be exercised by the Superintendent.

F. Instructional Staffing - While the final recommendation and selection of staff members is the duty of the Superintendent and the Board, elementary and high school principals will ordinarily be involved in such staff selection within their areas of responsibility. This includes, to the fullest extent possible, participation in the interview process.

G. Staff Evaluation - Performance appraisal of all District employees seems necessary for the maintenance of a high caliber staff and a high morale among staff members. The Association agrees that it is the responsibility of each building principal to appraise all staff members for whom she/he is responsible in accordance with District regulations. Tenured teachers must be formally evaluated at least once a year, while non-tenured teachers shall be formally evaluated at least four times a year.

H. Residency Requirement - Effective July 1, 1996, all administrators are required to reside in the Granville Central School District. All administrators hired before July 1, 1996, shall be exempt from the residency requirement.

ARTICLE IV
WORK SCHEDULE

It is agreed that the work schedule of administrators varies according to responsibilities.

A. The work schedule for twelve-month administrative positions is defined as July 1 through June 30, including 25 vacation days, and all holidays included on the Non-Instructional Calendar. All vacations between the last day of school in June and the first day of school in September are subject to the approval of the superintendent. Any vacation days taken during the teacher vacation calendar between the first day of school and graduation shall not be subject to the Superintendent's approval, but the Administrator shall notify the Superintendent of the days on which vacation will be taken five working days prior to the vacation. The work schedule shall include working snow days.

B. The work schedule for eleven-month administrative positions has a two-component definition as follows:

1. Eighteen days between July 1 and August 31 as arranged by the Superintendent,.

2. Teacher schedule from September 1 to June 30, except for teacher vacations between the first day of school and graduation. This shall include working snow days.

C. The work schedule for a ten-month administrative position is as follows.

1. Teacher schedule from September 1 to June 30, except for teacher vacations between the first day of school and graduation.

2. This shall include working snow days.

ARTICLE V
FRINGE BENEFITS

A. Broad Coverage

1. Except as herein otherwise provided, all fringe benefits granted to the members of the Granville Central Teachers' Association will also be granted to the members of the Association, i.e., sick days, ceremonial days, health benefits, dues deduction, and tax-sheltered annuity.

2. Any member of the Association choosing to avail herself/himself of the District Health Insurance coverage shall contribute to the premium of such coverage as follows:

2003-04

Individual	5%
Two-Person	10%
Family	10%

2004-05

Individual	5%
Two-Person	11%
Family	11%

2005-06

Individual	5%
Two-Person	12%
Family	12%

Contributions to Health Insurance Coverage shall be deducted from each paycheck of the Association members in an equal amount throughout the Administrator's work year.

3. Employees who retire with ten (10) years of continuous service in the District shall have their individual health, not dental, insurance fully reimbursed by the District, in accordance with existing Board Policy #3532.

4. All current retirees shall continue to have their individual health, not dental insurance fully reimbursed by the District.

B. Dues Deduction - The Board shall deduct from the salaries of the members of the Granville Administrators' Association dues for the professional Association as individually authorized in writing on a form provided by the State Headquarters of School Administrators Association of New York State.

C. Sick Days and Family Illness - Members of the Association shall annually be entitled to the following number of sick days:

Ten-month employees	Same as teachers
Eleven-month employees	20 days per year
Twelve-month employees	21.5 days per year

Notwithstanding the foregoing limitations, the parties agree that in the event of a prolonged illness or disability, an Administrator may apply for additional sick days and the Board agrees to consider such requests in good faith and as circumstances dictate.

The Board of Education, recognizing the need for leave to care for family illness, provides a maximum of five (5) days for family illness per year to be deducted from the annual sick leave accrual. Family leave can be used when members of the immediate family and close relatives; namely, mother, father, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, or anyone directly dependent upon and residing with the employee are involved.

An Administrator who is in need of family illness days in excess of the five (5) days provided herein will be granted such additional days upon the approval of the

Superintendent of Schools. Such additional days, if granted, will be subtracted from the administrator's accumulated sick leave. Unused sick leave may be accumulated on an unlimited basis.

D. Personal Days - Members of the Association shall be allowed three (3) personal days per year. Administrators desiring personal leave will provide the School District, through the office of the Superintendent, with twenty-four (24) hour notice when possible and conform to policy statement which follows:

Personal leave shall be a separate leave and not a part of the sick leave category.

1. It shall not be used to extend vacations, holidays or weekends for the pursuit of pleasurable and recreational activities or to provide extra days of vacation.
2. It shall be used for those personal matters which cannot be scheduled outside of the school day.
3. Personal leave shall be granted without reasons by the Superintendent when the request is within the limitations previously described.
4. Nothing above is intended to preclude inquiry or investigation to ascertain that the reason for requesting personal leave is, in fact, to conduct personal business which cannot be scheduled outside the school day.
5. Application for personal leave shall be filed on a form made available through the District Office to all building general offices. This form shall include a statement that the employee warrants that the personal leave will be utilized for personal business

which can not be scheduled outside the school day.

Any Administrator who believes he/she has been denied privileges in relation to personal leave may institute regular grievance procedure as outlined in that policy procedure.

Any Administrator who is in need of personal leave days in excess of the three (3) days provided herein will be granted such additional days upon approval of the Superintendent of schools. Such additional days, if granted, will be subtracted from the Administrator's accumulated sick leave.

Unused personal days shall be added to accumulated sick leave on an unlimited basis.

E. Unused Vacation Days - While it is generally anticipated that vacation time will be used annually, it is also understood by the parties hereto that such cannot always be taken without disruption to the operation of the school. The Board recognizes the right of members of the Association to take vacation time annually, but realizes that members of the Association may not take vacation time annually for reasons beneficial to the District. In order to prevent such members from being penalized, it is agreed that members of the Association shall be permitted to accumulate unused vacation time up to a total of:

43.5 days for ten and eleven-month employees

48.5 days for twelve-month employees

and that remuneration will be paid for such unused vacation days up to the maximum number of days set forth above upon separation or retirement of a member of the Association from the District. Such remuneration will be based upon the member's daily salary at the time of such separation or retirement.

F. Retirement

A. An Administrator will qualify for the Retirement Incentive if he/she meets the following criteria:

1. The Administrator must be eligible for retirement in accordance with the established policies of the New York State Teachers' Retirement System.

2. An Administrator wishing to receive the retirement incentive shall submit a written letter of resignation for retirement purposes at least six (6) months prior to the Administrator's effective date of retirement.

3. The retiree will elect one of the following methods of payment:

a. A lump sum paid on October 1 after retirement.

b. A lump sum paid on July 1, one year after retirement.

B. 1. An Administrator who retires with 20 years of service in the Granville Central School District shall be eligible as follow, subject to a maximum payout of up to \$15,000.

* 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$50.00 per day.

* 2nd year of eligibility for retirement with full benefits pursuant to the New York State

Teachers Retirement System:
75% of accumulated sick leave
at \$40.00 per day.

- * 3rd year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 50% of accumulated sick leave at \$30.00 per day.

2. An Administrator who retires with 15 years of service in the Granville Central School District shall be eligible as follows, subject to a maximum payout of up to \$15,000.

- * 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$45.00 per day.

- * 2nd year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 75% of accumulated sick leave at \$35.00 per day.

- * 3rd year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 50% of accumulated sick leave at \$25.00 per day.

3. An Administrator who retires with 10 years of service in the Granville District shall be eligible as follows, subject to a maximum payout of up to \$15,000.

- * 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$30.00 per day.

- * 2nd year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 75% of accumulated sick leave at \$25.00 per day.

- * 3rd year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 50% of accumulated sick leave at \$20.00 per day.

G. Graduate Study Increment - Members of the Association shall be granted a salary increment at the rate of \$65.00 per credit hour up to a maximum of twelve credit hours. For credit hours earned above minimum certification hours, any courses to be taken must first be submitted to the Superintendent for her/his prior written approval. The Superintendent's approval shall be based upon whether the intended course of study is related to and is likely to improve the member's position in the school. The graduate study increment shall take effect on the pay period following submission to the Superintendent of successful completion of

the course and shall be prorated for any portion of a contract year depending upon the date of submission of completion to the Superintendent. Graduate study increments shall be included in determining salary increments and vacation pay upon separation or retirement.

H. In-Service - There will be one (1) yearly in-service dedicated to administrative issues. The in-service will run from five (5) to six (6) sessions and total a maximum of fifteen (15) hours. Administrators participating will receive one (1) credit. The program will begin at 3:30 P.M. Each year there will be a committee composed of two (2) administrators and the Superintendent. The purpose of the committee will be the development of an in-service program. In the event that the teaching staff has a District in-service, which would be beneficial to both the administration and school district, this in-service may be substituted for one on administrative issues.

Credit awards shall be permitted toward the salary schedule on a two (2) or three (3) hour basis, whichever may apply. Hours can be credited in terms of work and service performed in any twenty-two and one-half (22.5) hours in-service program. Guidelines for credit awards will be established by the Superintendent prior to the start of the program.

**ARTICLE VI
NEGOTIATION PROCESS**

Not later than October 15th of the year preceding the termination of this agreement, the Superintendent and the Association will exchange proposals for negotiations. Negotiations will occur at times mutually acceptable to both parties.

**ARTICLE VII
GRIEVANCE PROCEDURE**

A. Purpose - It is the policy of the parties that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties

recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the contract, law, or past practice or policies affecting working conditions only.

2. An "aggrieved party" is the member or group of members who submit a grievance or on whose behalf a grievance is submitted, or GCSAA where the member requests.

3. Past Practice - Any consistent, system-wide past practice.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it

is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4. A member or group of members may submit grievances which affect them personally and submit such grievances to the Superintendent. GCSAA may submit any grievance where the member requests. It shall be submitted directly to the Superintendent. By agreement of GCSAA and the Superintendent, any grievance may be submitted directly to arbitration.

D. Grievance Procedure

1. The Superintendent or her/his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and then shall deliver to the aggrieved parties a written statement of her/his position with respect to it no later than two (2) weeks after it is received by her/him.

2. In the event the member or Association of the member has requested the association to pursue the grievance is not satisfied with the statement of the Superintendent with respect to a grievance, it may, within thirty (30) days after receiving such statement, refer the grievance to the Board of Education. All written records and material related to the grievance, including a written statement of the grievance, shall be forwarded to the Board along with a written request for the Board to consider the grievance. Within thirty (30) days after receipt of the written statement of the

grievance and related materials, the Board will meet at a confidential meeting to consider the grievance. At this meeting, only the Board of Education, the aggrieved and their representatives shall be present. Within ten (10) days of this meeting or a mutually agreeable time the Board will issue a written statement to the aggrieved outlining its findings with respect to disposition of the grievance.

3. In the event the aggrieved where the Association has been requested to represent the aggrieved is not satisfied with the Board's disposition of the grievance, the grievance may within thirty (30) days of receipt of statement of disposition be referred to arbitration. The arbitrator will be selected from lists provided by and in accordance with the rules promulgated by the Public Employment Relations Board of the State of New York. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issue submitted. The arbitrator will 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 have no power to alter, add, or detract from the provisions of this Agreement. The cost of the services and expenses of the arbitrator will be shared equally by the Board and the GCSAA.

**ARTICLE VIII
ATTENDANCE INCENTIVE**

The Board and the Granville Administrators' Association have agreed to provide a form of recognition for those administrators who exhibit exemplary attendance by enacting the following Attendance Incentive Plan:

Administrators who have not used more than three (3) days of their allotted time for the year, sick or family leave, during the school year, will be compensated by the School District in the amount of one hundred dollars (100.00) per school year.

**ARTICLE IX
PROTECTIVE PROVISIONS**

The Board of Education and the Association agree that if any provision of the Agreement is found to be contrary to law, such provisions shall be deemed invalid; but all other provisions of the Agreement shall continue in full force and effect. Upon any provision being so deemed invalid, the parties shall enter into collective negotiations to arrive at a substitute provision.

**ARTICLE X
TERM OF AGREEMENT**

This written Agreement shall be effective for the period from July 1, 2003 and extending through June 30, 2006. During the term of this Agreement, modifications and changes to it shall be made only through the mutual written consent of the parties. No other organization may be granted bargaining rights for employees covered by the Agreement for the duration of the Agreement.

**ARTICLE XI
ADMINISTRATORS'
SALARIES**

A. Administrative salaries shall be increased on July 1 of each year as follows:

<u>YEAR</u>	<u>INCREASE</u>
2003-04	3.375%
2004-05	3.5%
2005-06	3.5%

This should be added?

B. On July 1, 2003 and each July 1 thereafter, until agreement is reached on a successor Agreement to this Agreement, any Administrator who is continuing employment in the District shall have her/his salary increased by one percent (1%).

C. Whenever a per diem rate is needed, it shall be 1/200 for 10-month Administrators, 1/218 for 11-month Administrators, and 1/236 for 12-month Administrators.

ARTICLE XII
GOALS AND OBJECTIVES

Each September, each administrator will meet with the Superintendent for the purpose of mutually developing yearly goals and objectives. After the meeting(s) takes place a written copy of the agreed upon goals and objectives will be given to the Administrator. At the conclusion of the year, the Administrator and the Superintendent will meet to review to what extent the goals and objectives have been accomplished. These goals and objectives will become a part of the Administrator's evaluation.

Daryl Hammond October 22, 2003
Daryl Hammond, President Date
Granville Central School Administrators' Association

Charla Jennings, Superintendent Date
Granville Central School District

MEMORANDUM OF UNDERSTANDING

It is agreed by and between the Granville Central School District and the Granville Administrators Association that the following will be in effect upon the signing of this recommendation by both parties.

Summer hours for Administrators shall be from 8:00 am until 3:00 pm including a one-hour lunch period. However, it is understood that Administrators will work the hours necessary to complete the duties of the position.

Daryl Hammond

September 25, 2000

Daryl Hammond, President
Granville Central School Administrators' Association

Date

Charla Jennings

September 25, 2000

Dr. Charla Jennings, Superintendent
Granville Central School District

Date