

Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Three Village Central School District and Three Village School Administrators Association (2004)**

Employer Name: **Three Village Central School District**

Union: **Three Village School Administrators Association**

Local:

Effective Date: **07/01/2004**

Expiration Date: **06/30/2008**

PERB ID Number: **6314**

Unit Size:

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AP/6314

**CONTRACT**

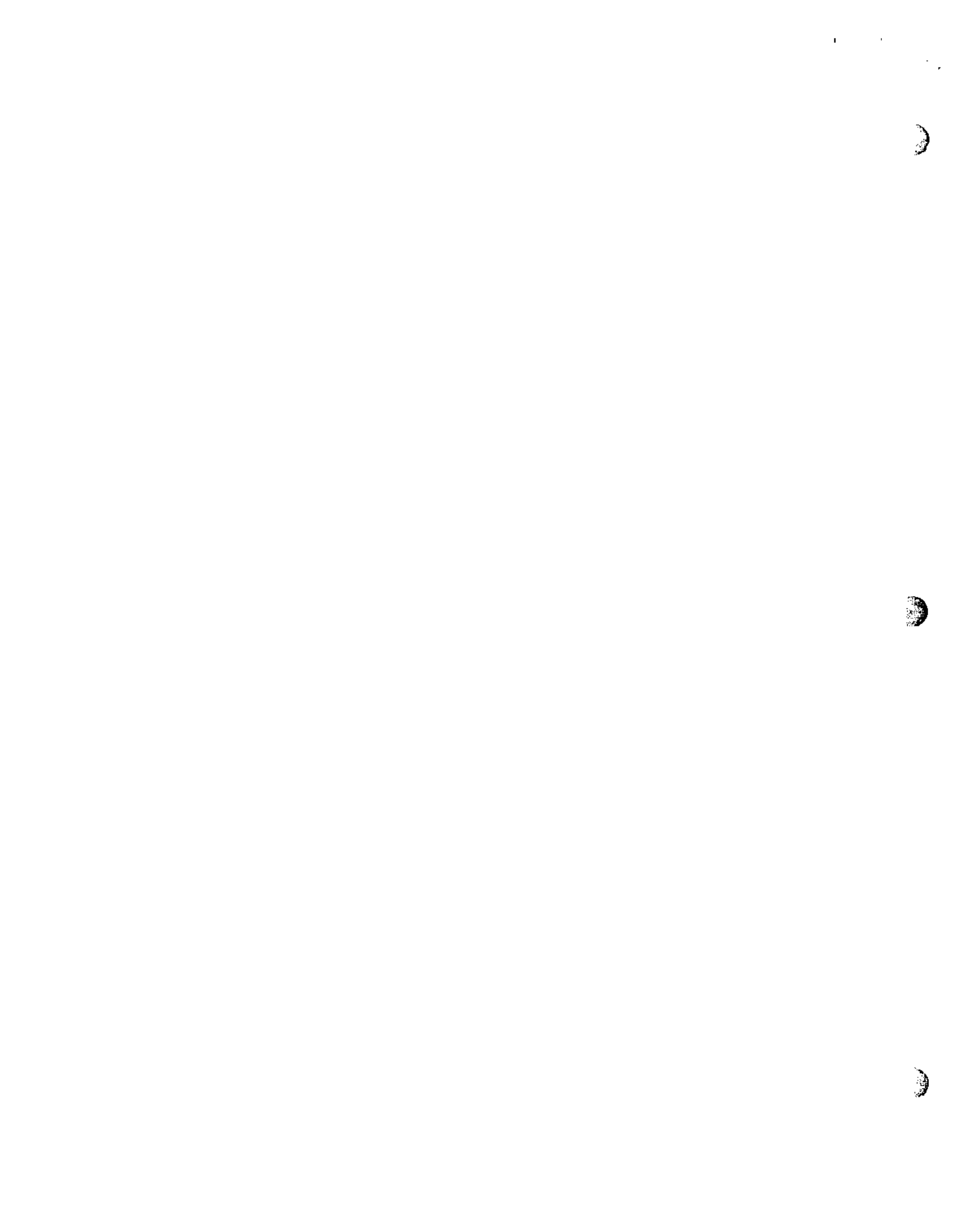
BETWEEN

***THREE VILLAGE CENTRAL SCHOOL DISTRICT***

AND

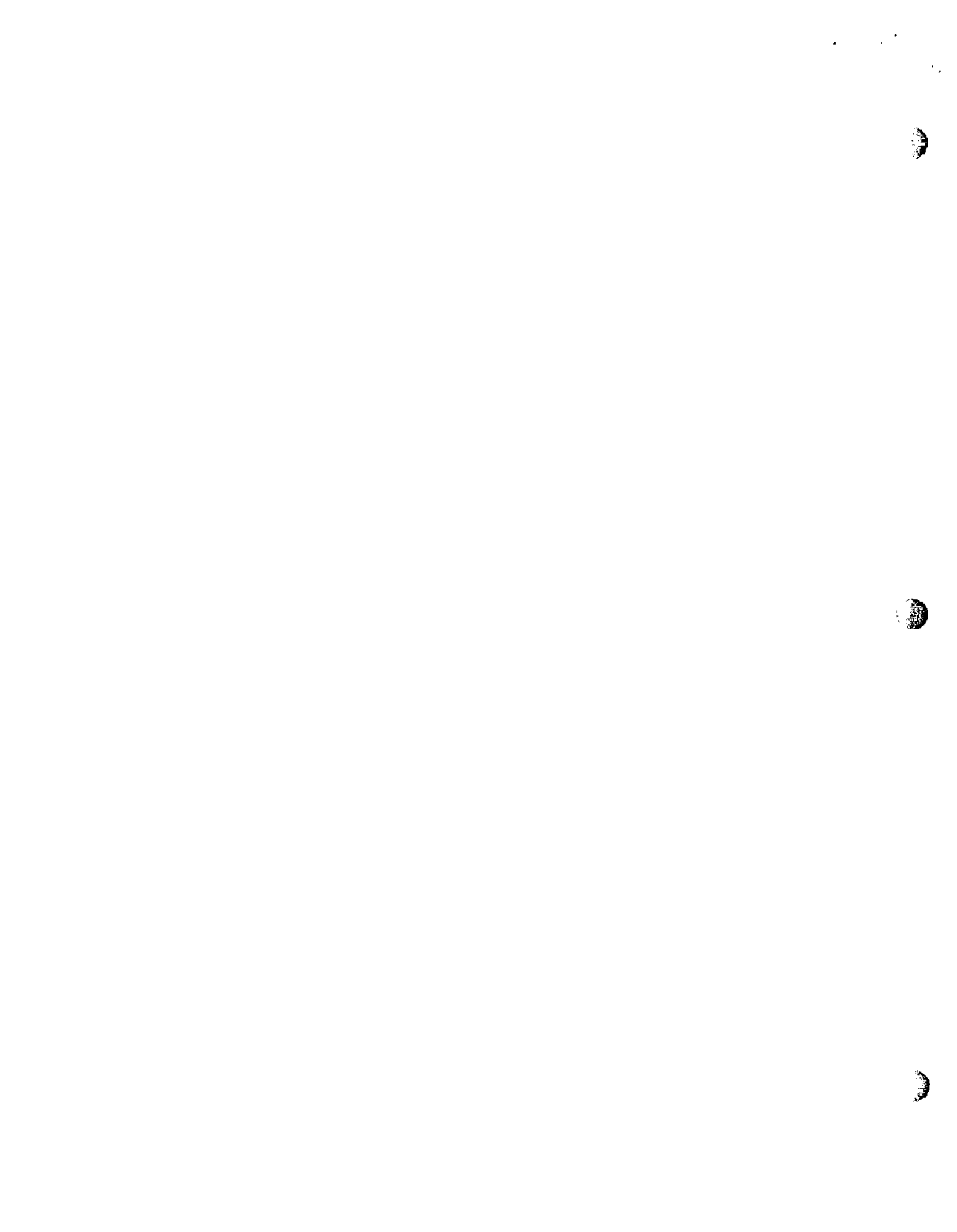
***THREE VILLAGE SCHOOL ADMINISTRATORS ASSOCIATION***

**July 1, 2004 – June 30, 2008**



## TABLE OF CONTENTS

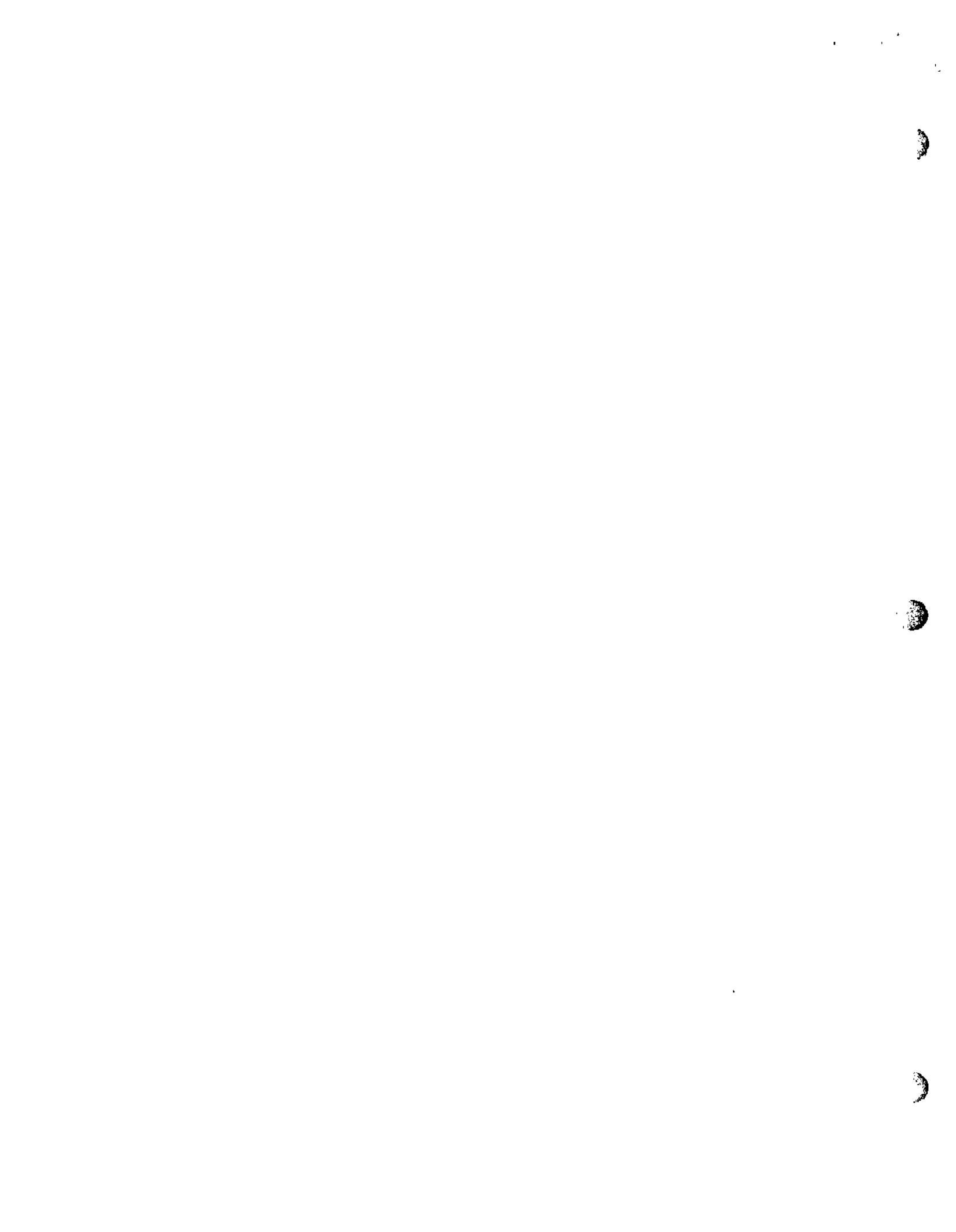
		<u>PAGE</u>
	RECOGNITION CLAUSE	3
ARTICLE I	PREAMBLE	3
ARTICLE II	PROVISIONS FOR COLLECTIVE BARGAINING	3
ARTICLE III	PROTECTION OF ADMINISTRATORS	4
ARTICLE IV	RIGHT TO MANAGE	4-5
ARTICLE V	TRANSFERS	5
ARTICLE VI	ADMINISTRATOR FILES	5-6
ARTICLE VII	COMPLAINTS	6
ARTICLE VIII	GRIEVANCE PROCEDURES	6-9
ARTICLE IX	ADMINISTRATOR APPRAISAL PROGRAM	9
ARTICLE X	PROFESSIONAL DUES	10
ARTICLE XI	AGENCY FEE	10-11
ARTICLE XII	PROFESSIONAL WORK SCHEDULE	12
ARTICLE XIII	SICK, PERSONAL AND PROFESSIONAL LEAVES	13-15
ARTICLE XIV	OTHER LEAVES OF ABSENCE WITHOUT PAY	15
ARTICLE XV	RETIREMENT	16-17
ARTICLE XVI	MILEAGE REIMBURSEMENT	17
ARTICLE XVII	VACATION	17-18
ARTICLE XVIII	PROFESSIONAL DEVELOPMENT PROGRAM	18-19
ARTICLE XIX	GROUP INSURANCE	19-22
ARTICLE XX	SALARY	22-24
ARTICLE XXI	SMOKE-FREE WORK PLACE	24
ARTICLE XXII	EFFECTIVE DATES AND DURATION	24-25
APPENDIX A	GRIEVANCE FORM	26
APPENDIX B	PERSONAL BUSINESS LEAVE FORM	27



INDEX

	<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ADMINISTRATOR APPRAISAL PROGRAM	IX	9
ADMINISTRATOR FILES	VI	5-6
AGENCY FEE	XI	10-11
COMPLAINTS	VII	6
EFFECTIVE DATES AND DURATION	XXII	24-25
GRIEVANCE PROCEDURES	VIII	6-9
GROUP INSURANCE	XIX	19-22
MILEAGE REIMBURSEMENT	XVI	17
OTHER LEAVES OF ABSENCE WITHOUT PAY	XIV	15
PREAMBLE	I	3
PROFESSIONAL DEVELOPMENT PROGRAM	XVIII	18-19
PROFESSIONAL DUES	X	10
PROFESSIONAL WORK SCHEDULE	XII	12
PROTECTION OF ADMINISTRATORS	IIII	4
PROVISIONS FOR COLLECTIVE BARGAINING	II	3
RETIREMENT	XV	16-17
RIGHT TO MANAGE	IV	4-5
SALARY	XXI	22-24
SICK, PERSONAL AND PROFESSIONAL LEAVES	XIII	13-15
SMOKE FREE WORK PLACE	XXI	24
TRANSFERS	V	5
VACATION	XVIII	17-18
GRIEVANCE FORM	APPENDIX "A"	26
PERSONAL BUSINESS LEAVE FORM	APPENDIX "B"	27

---



## **RECOGNITION CLAUSE**

The Board of Education recognizes the Three Village Administrators' Association as the exclusive bargaining representative in connection with all of the job titles set forth in Schedule A hereof. The Association shall have the right to unchallenged representation status during the term of this Agreement insofar as is permitted by law.

## **ARTICLE I – PREAMBLE**

The purpose of this agreement is to make explicit the terms and conditions of employment of all members of the bargaining unit (hereinafter referred to as administrators) represented by the Three Village School Administrators Association.

In entering into this contract it is recognized that the Board of Education and the Three Village School Administrators Association have many responsibilities beyond those specifically contained herein, including the common obligations to seek, to plan, to develop, to evaluate and to report the efforts made to provide high quality educational services to the students of the District.

It is hoped that the provisions contained in this agreement will assist in the attainment of that quality.

## **ARTICLE II – PROVISIONS FOR COLLECTIVE BARGAINING**

The purpose of this written agreement is to establish firmly and formally the basis for collective negotiations between the Board of Education and the Three Village School Administrators Association on terms and conditions of employment in accordance with the New York State Public Employees Fair Employment Act of 1967, as amended.

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Three Village School Administrators Association and shall not be considered a new benefit.



### **ARTICLE III – PROTECTION OF ADMINISTRATORS**

A. The attorney for the Board of Education shall advise the administrator in writing of his/her rights under the law with regard to a particular case. In addition, the attorney shall obtain for the administrator all relevant information concerning the incident from the teacher, police or other agencies involved, when necessary accompany the administrator in court appearances and advise the administrator in investigations by the police or others legally conducting investigations.

B. In the event an administrator is injured while engaged in the performance of his/her duties, or as a direct result of the performance of his/her duties and not as a result of his/her own negligence, the administrator shall receive his/her regular salary and benefits for the period of his/her disability and there shall be no charge made against his/her accumulated sick leave. In the event any question arises regarding a particular claim, that claim shall be reviewed by the Professional Relations Committee as provided for in this contract, and that committee shall report its recommendations to the Board of Education for further action. In the event the administrator receives benefits under the Workers' Compensation Law for the period of his/her disability, he/she shall be required to pay such monies to the District. It is understood, however, that in the event the administrator shall receive a "lump sum" settlement or award for a schedule loss, reimbursement shall not be required to be paid to the Board by the administrator, except for the portion of the award directly attributable to salary loss.

C. The District shall continue to carry secondary automobile liability insurance for administrators who transport students for educational purposes.

### **ARTICLE IV – RIGHT TO MANAGE**

A. Professional Relations Committee – The parties hereby establish a committee to be known as the Professional Relations Committee. This committee shall be composed of two (2) members of the Board, two (2) members of the Association and

the Superintendent of Schools, who shall be a nonvoting member. The Committee shall meet at the request of the Board of Education or the Association, upon mutual agreement.

The Professional Relations Committee shall be established to provide as avenue of free communication between the Association and the Board of Education for the purpose of formulating common objectives and working together for the improvement of the educational system at the local, state, and national level.

B. Decisions concerning the assignment of building personnel will be made jointly by the building principal and the Superintendent's office, with the understanding that the Superintendent reserves the right of final authority for placement when necessary.

C. Effective July 1, 2006 and thereafter, the Association will be promptly notified and provided the opportunity for discussion concerning the assignment and/or transfer of administrators, additional and/or elimination of unit positions and the creation and/or continuation of interim appointments within the unit.

#### **ARTICLE V - TRANSFERS**

No member shall be transferred to a position different from that position held at the commencement of this agreement without discussion with the administrator prior to the decision.

#### **ARTICLE VI - ADMINISTRATOR FILES**

The official District administrators' files shall be maintained in the central office under the following conditions:

A. Excluding references and information obtained in the process of evaluating the administrator for initial employment, any material which is derogatory of

an administrator's conduct, service, character or personality shall not be kept unless the administrator has a signed copy of said material. The administrator must affix his/her signature to the actual copy to be kept and does so with the understanding that such signature merely signifies that he/she has examined the materials. Such signature does not necessarily indicate agreement with its contents.

B. The administrator shall have the right to answer any material kept, and his/her answer shall be placed on file.

C. Upon request by the administrator, he/she shall be given access to his/her file and shall be furnished a reproduction of any material in the file, excluding references or information obtained in the process of evaluating the administrator for initial employment.

#### **ARTICLE VII - COMPLAINTS**

A serious complaint regarding an administrator made to the Board of Education or administrative superior at the building or District level by any person, will promptly be brought to the attention of the administrator. To the extent possible, prior to any public discussion of the complaint by the Board or by the administrator who received it, the complaining party shall, upon request, be identified for the administrator, and every effort made to resolve the complaint. Effective July 1, 2006, the word "serious" shall be deleted from the first sentence of this paragraph.

In any event, such complaint shall not become part of the administrator's file if the nature of the complaint and the identity of the complainant are not specified.

#### **ARTICLE VIII - GRIEVANCE PROCEDURES**

##### **A. Purpose**

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedence in a later grievance proceeding.

**B. Definitions**

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. An "administrator" is any person in the unit covered by this agreement.
3. An "aggrieved party" is the administrator or group of administrators who submit a grievance or on whose behalf it is submitted or the Association.

**C. Submission of Grievances**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
2. Each grievance shall be submitted in writing on the form attached hereto as Appendix "A" and shall identify the aggrieved party, the provision(s) of this agreement involved in the grievance, the time when and 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 in writing within fifteen (15) working days after the aggrieved party knew or should have known of the events or conditions on which it is based.
  - a. An administrator or group of administrators may submit grievances which affect them personally and shall submit such grievances to the Superintendent or his/her designee.
  - b. The Association may submit any grievance. It shall be submitted to the Superintendent or his/her designee.

**D. Grievance Procedure**

**1. Submission**

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a grievance is being raised.

**2. Superintendent**

If the grievance is not resolved in step 1 above, it may be filed as a formal grievance to the Superintendent or his/her designee, in writing, as per section C(3) above. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her decision with respect to it no later than ten (10) working days of the receipt of the written grievance.

**3. Board of Education**

Within five (5) working days of the determination by the Superintendent, if the aggrieved is not satisfied he/she may make written request to the Board of Education for review and determination. The Board of Education or subcommittee thereof will hold a hearing within fifteen (15) working days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a decision within fifteen (15) working days after the hearing.

The administrator shall have the right to appear and to call witnesses. Both the Board and the administrator will have the right to cross-examine.

**E. Arbitration**

1. In the event the association is not satisfied with the decision of the Board of Education, it may, within fifteen (15) working days after receiving the decision, refer the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The arbitrator's decision will be in writing and will set forth his/her findings, reasons and conclusions on the issues 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 be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement except the clarification of the specific provisions under arbitration.

3. One-half of the cost for services of the arbitrator will be borne by the District; the remaining one-half will be borne by the Association.

4. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available to both parties.

5. By mutual agreement of the District and the Association, more than one grievance may be submitted to the same arbitrator.

#### **ARTICLE IX – ADMINISTRATOR APPRAISAL PROGRAM**

In accordance with adopted Board of Education policy, all administrators shall receive at least one written evaluation each year.

Recognizing the benefits of and need for such evaluation, the Association shall advise and assist the Superintendent of Schools in developing an evaluation system based upon the job descriptions established by the District and based on administrator performance objectives approved by the Board of Education.

Copies of all administrators' evaluations shall become part of the administrator's file.

Effective July 1, 2006 and thereafter, non-tenured and probationary administrators shall be notified promptly in writing concerning job performance issues. Areas of concern should be identified and specific suggestions for improvements offered.

## **ARTICLE X – PROFESSIONAL DUES**

Any member of the Association, if he/she so desires, will have the right to have his/her membership dues deducted from his/her paychecks. Annual membership dues should be deducted in ten (10) consecutive equal payments. Notification is to be made to the school business administrator prior to October 15<sup>th</sup> or March 15<sup>th</sup> each year.

## **ARTICLE XI – AGENCY FEE**

A. The District shall notify all employees who are currently on the payroll within the title covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

B. Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

C. An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

D. The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

E. Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.

F. Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

G. The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

H. No assessments of any kind of nature will be collected through the agency fee deduction.

I. The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment for any other act of omission or commission, and the Union agrees for itself, its successors and assigns, to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys fees, and against all liability and losses and damages of any nature whatsoever that the district and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.

J. The Union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee.



## **ARTICLE XII – PROFESSIONAL WORK SCHEDULE**

A. The work year shall be as follows:

1. Department chairpersons shall work a maximum of 190 workdays between September 1 and June 30 provided, however, that in those years where the teacher calendar does not contain a minimum of two (2) workdays before the teacher work year commences in September and/or two (2) workdays after the teacher work year ends in June, the District may schedule two (2) of the 190 workdays before school begins in September and/or two (2) of the 190 workdays after school closes in June even if such days do not occur in the period September 1 – June 30. Department chairpersons shall teach a maximum of three (3) regular teaching periods (or equivalent in minutes or modules) and directors shall teach a maximum of two (2) regular teaching periods (or equivalent in minutes or modules) per day.

This work schedule shall also apply to the ten (10) month directors, i.e., Art, Music, or other ten (10) month directors, should they exist, as may be hired from time to time.

2. Elementary Assistant Principals shall work all weekdays between September 1 and June 30, except holidays, but including recess periods.

3. All other members of the unit shall work all weekdays between July 1 and June 30, except holidays, but including recess periods.

4. Administrators shall be obligated to attend one full day summer workshop notwithstanding the fact that it may be scheduled so as to occur beyond the 190 day obligation referred to herein.

5. All Administrators shall attend all staff development sessions delivered to other professional staff. In addition, all administrators shall be required to participate in planning, developing and delivering programs in connection with these

sessions in the approved District staff development plan and participate in curriculum development and academic intervention services to the extent required by the Superintendent of Schools without additional compensation.

### **ARTICLE XIII – SICK, PERSONAL, AND PROFESSIONAL LEAVES**

A. 1. The present sick leave policy of unlimited sick leave for illness of individual administrators shall be continued for the life of this contract for members of the unit employed by the District for three (3) years or longer, or who were hired prior to the ratification of the 1983-85 contract.

2. Pregnancy/disability absence will be granted in accordance with the provisions of State law, the terms of this agreement and Board policy. Absence for pregnancy/disability may be charged to sick leave and the employee shall be paid for the days absent during her period of disability according to Board policy.

3. The District will accumulate to the administrator's credit at a rate of fifteen (15) days per school year all unused sick days to a maximum of 225 days.

4. Tenured and non-tenured administrators may use up to three days per year of their sick leave entitlement for illness in the family. These days may be accumulated to a maximum of ten (10), it being expressly understood that they are part of, and not in addition to sick leave entitlement.

B. All administrative staff members will be granted the following days absence with pay.

1. **Twelve Month and Ten-and-One-Half Month Administrators**

Four (4) days for personal business. Personal business is defined as business of a personal nature which can only be conducted during the

administrator's workday. The administrator shall request personal business days on the attached Appendix "B". Notification for personal days shall be made in writing prior to the effective date of the leave, except in a case of emergency.

2. All Other Administrators

a. Effective for the 1999-2000 school year and thereafter three (3) days for personal business as defined above in section B.1.

b. Days of religious observance where the employee is prohibited from working pursuant to the tenets of his/her religion.

3. Upon notification to and approval of the Superintendent of Schools, appropriate leave in the event of a death in the immediate family of an administrator.

4. For any mandated appearance in legal proceedings where the administrator is subpoenaed, or any legal proceedings connected with the administrator's employment with the school District.

5. The time necessary for serving on jury duty provided, however, the jury duty fees shall be given to the District. The employee may retain mileage and meal payments.

6. An Armed Forces Reservist or National Guardsman involuntarily called to temporary active duty, such as strike duty, riot duty, disaster duty, by the President of the United States or Governor of the State, shall suffer no loss of pay for the first thirty (30) days of said duty.

7. Additional personal leave without loss of pay may be granted at the discretion of the Superintendent of Schools.

8. Up to three unused personal leave days may be accumulated each year as sick days and added to unused accumulated sick leave entitlement.

C. During the month of September each administrator will receive a written record of his/her accumulated sick days.

D. Participation in various education forums and service with professional educational organizations is encouraged. Such participation is subject to the approval of the Superintendent's office.

#### **ARTICLE XIV - OTHER LEAVES OF ABSENCE WITHOUT PAY**

A. 1. Administrators shall be granted leaves of absence without pay by the Board of Education for a period not to exceed two (2) years for professional purposes or for child care, provided that such leaves of absence be approved by the Superintendent of Schools after written request by the administrator.

2. Upon return from leave the administrator shall be placed at the salary he/she was at prior to his/her taking leave in the salary program in effect at the time of return.

3. In the case of a leave for professional purposes, the administrator may request prior to his/her leave that his/her proposed activities be evaluated and considered for salary purposes. Administrative duties in Peace Corps and similar programs and exchange administrator programs should be favorably considered for salary purposes.

4. In the case of child care leave, the administrator will notify the Superintendent of the administrator's request for leave, in writing, in accordance with Board policy.

5. Other requests for leave without pay will be evaluated by the Superintendent and may be granted by the Board of Education upon the Superintendent's recommendation. Such unpaid leaves of absence may be granted for a period not to exceed two (2) years.

B. All benefits to which an administrator was entitled at the time of his/her leave, including unused sick leave, will be restored upon his/her return.

C. All requests and responses for leaves of absence will be made in writing.

## **ARTICLE XV – RETIREMENT**

A. The District shall pay premiums for the statewide group medical insurance plan for retired administrators pursuant to Article XIX, Paragraph A(1)(c). For dental and life insurance premiums, see Article XIX of this contract.

B. Upon retirement or termination of services in the District, administrators will be paid for earned, accumulated vacation at their current rate of pay to a maximum of 50 days at the rate of 1/220<sup>th</sup> of annual salary per day.

### **C. Early Retirement Incentive**

Administrators who have served a minimum of 10 years in Three Village and 20 years in the New York State Teachers' Retirement System or Employees Retirement System, where applicable, are eligible for the following benefit upon retirement from the New York State Teachers' Retirement System or Employees Retirement System, where applicable.

For retirements effective July 1, 2005, 2006, 2007 and 2008 the retirement incentive shall be \$30,000 plus \$125.00 per day for each day of unused accumulated sick leave entitlement to a maximum total of \$45,000.00.

For retirements, notice must be filed on or before February 15 of the year of retirement.

To receive this benefit:

1. Effective July 1, 2006 those administrators first eligible to retire without penalty on or before June 30 2006, must retire July 1, 2006.

2. Those administrators who are first eligible to retire without penalty, must retire at the end of the school year in which first eligibility is attained.

3. Payment of the benefit shall be made no later than the first pay period of December following retirement.

This benefit shall expire June 30, 2008 notwithstanding any policy, practice or law to the contrary.

**D. District Rights**

1. If any provision of section C of this retirement article is deemed illegal or unenforceable, the entire provision shall be deemed null and void prospectively from the date of the judgment of the Administrative Agency or court making the determination.

2. The Board may, in its sole nongrievable discretion, permit administrators to remain eligible for the retirement incentive provided the following conditions are met:

a. The administrator submits a request to the Board for a one-year extension of eligibility for the retirement incentive by January 15<sup>th</sup>.

b. The Board grants such extension.

Requests may be made by an administrator, and the fact that one is granted for one (1) year does not establish a precedent for future requests.

No reason need be given for the granting or refusal of such extensions.

**ARTICLE XVI – MILEAGE REIMBURSEMENT**

All administrators covered by this contract shall be reimbursed at the standard District rate per mile for all mileage accumulated on his/her personal automobile when such use is approved by the office of the Superintendent of Schools for the purpose of official school business.

**ARTICLE XVII – VACATION**

Vacation time shall be granted for all twelve-month administrative employees covered by this contract according to the following schedule:

A. Administrators during their first through fourth years of service: twenty-five (25) vacation days per year.

B. Administrators in their fifth or greater year of service as administrators in the District: thirty (30) vacation days per year.

C. Administrators employed prior to July 1, 1973, require only service in the District. Administrators employed after July 1, 1973, require five (5) years' service as administrators in the District.

D. All administrators may accumulate up to fifty (50) days as of September 1<sup>st</sup>. As of September 1<sup>st</sup>, the administrator may have to his/her credit not more than fifty (50) vacation days.

E. Administrators may take their vacation at various times during the year, both when the schools are in session and when they are closed. Vacation may only be taken upon prior approval of the Superintendent of Schools.

Vacation time shall be granted for ten and one-half month employees at the rate of ten (10) days per year. Such vacation days shall be taken during regularly scheduled school vacation periods, September 1 – June 30, except as otherwise approved by the office of the Superintendent.

F. During the life of this Agreement, Administrators shall be entitled to be paid for a total of 10 unused vacation days except that said payment shall be limited to no more than 5 days in any one year.<sup>1</sup> Election to seek payment pursuant to this paragraph shall be made no later than June 1<sup>st</sup>. Payment shall be included in the last paycheck in June.

#### **ARTICLE XVIII – PROFESSIONAL DEVELOPMENT PROGRAM**

A. Administrators covered by this contract shall be paid for teaching any in-service course which they have been requested to teach by the Superintendent of

Schools. Administrators who seek to teach in-service courses in the absence of a request from the Superintendent, must receive prior approval from the Superintendent in order to be eligible for payment.

B. Payment to such administrators shall be made in accordance with the schedule from time to time in effect, according to the contract between the Three Village Teachers Association and the District for like employment. Courses for which a stipend is received are to be conducted on time beyond regular working hours.

C. Administrators who serve as coordinators of courses taught by guest teachers or others shall not be eligible for compensation under this article. The time for preparation and teaching of these courses shall be assumed as normal administrative responsibilities.

D. A professional Development Program will be funded at ten thousand dollars (\$10,000) per year for each year of the contract. However, for 2006-07 and 2007-08 only, the District shall not fund this program.

Any unexpended funds will be carried over in the program for the following year. The objectives of the Professional Development Program shall be the advancement of the goals of the District, the improvement of administrators' professional competencies, and other objectives as may be developed by the parties.

Operation of the Professional Development Program will be a joint venture of members selected by the Association and the Superintendent's designee. Conflicts of planning or scheduling are to be resolved through the Superintendent.

#### **ARTICLE XIX - GROUP INSURANCE**

A. Any administrator covered by this contract and any administrator who is on work-study leave will be eligible to participate in a comprehensive insurance plan. The plan will include:



1. a. A group health insurance policy covering all administrators and paid in full by the Board of Education. Effective January 1, 1992, the District shall be entitled to discontinue participation in the Empire/HMO State Group Health Insurance Policy and to participate as a member of The Suffolk School Employees Health Plan pursuant to its rules and regulations.

Effective January 1, 1998, administrators shall be required to contribute 5% to the cost of premium for individual or family coverage. Effective July 1, 1998, this contribution shall be increased to 7.5% of the cost of premium. Effective July 1, 1999, and thereafter, this contribution shall be increased to 10% of the cost of premium.

b. Members of the unit who withdraw from the District's health insurance plan shall receive \$1,000.00 if they were covered by the family plan, and \$500.00 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of each twelve (12) month period. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payments shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the identical plan of a spouse.

c. All retired administrators of the District shall receive the same health benefits as active administrators, provided said administrators have been employed with the District for at least five (5) consecutive years immediately preceding retirement.

Leaves of absence shall not be counted as time served and a leave of absence will not be considered a break in service. Similarly, an administrator whose position has been abolished and whose name appears on the preferred eligible

list shall not have the time spent on the preferred eligible list counted as time served in the District. Time spent on the preferred eligible list shall not be considered a break in service, unless the administrator has accepted employment in another district or organization entitled to make payments on that administrator's behalf to the New York State Teachers' Retirement System. Any former administrator who has accepted employment with another such district or organization shall not be entitled to health insurance benefits upon retirement except to the extent required by law.

All administrators hired after April 15, 1990, shall be informed of the provisions of this paragraph at the time of hiring.

Effective for all administrators retiring July 1, 1997 and thereafter, all retired administrators entitled to benefits pursuant to this paragraph, shall receive the same health benefits as active administrators and shall be required to contribute to the cost of premium to the same extent as the individual administrator contributed during the last year of his/her employment.

d. Effective January 1, 1998 and thereafter, the District will provide a Flexible Benefits Plan as provided by Section 125 of the Internal Revenue Code.

2. a. A dental insurance policy and a group life insurance policy (selected jointly by a representative of the Association and the Board of Education) paid for by the District in an amount equal to 2% of the total administrative unit salaries of the unit as of October 15.

Any sum required for the administrators' dental insurance and group life insurance, including retired administrators (if applicable), above the 2% provided by the Board shall be provided by the Association.

The TVSAA may seek out and recommend to the Superintendent of Schools and the Board of Education alternate carriers for the dental and life insurance benefits which may be considered by the Board of Education.

3. Any monies not expended from the Board allocation to the Association group insurance package will be carried over each year as an encumbrance to be used for group insurance benefits as described in this article.

B. If the insurance company offers the option, the individual administrator shall have the right to assume additional insurance coverage at his/her own expense. If available from the insurance company, individual administrators upon retirement from the District may continue all group, dental and life insurance benefits, but shall pay the cost of same under group insurance rates, provided their being in the group does not raise the overall group rate.

The Association, at its option, may pay a portion of the dental and life insurance premiums for retired administrators.

C. New and additional fringe benefits may from time to time be added from the 2% Board contribution.

## **ARTICLE XX – SALARY**

### **A. Salary Grid**

For each year of the contract salaries shall be paid as per Schedule A attached.

### **B. Minimum Guarantees**

For the life of the contract, department chairpersons and directors will have the following minimums above their teachers' salaries guaranteed to them

after having their new salaries calculated:

Small Dept.	-	\$3,200
Large Dept.**	-	\$4,000
Directors (10 mos.)	-	\$4,655

\*\*The large departments are designated as English, Social Studies, Math, Science, and Physical Education at Ward Melville High School and Special Education and Junior High School combined departments.

The parties agree that the new guarantees are calculated into the salaries set forth in Schedule A where applicable.

Effective September 1, 2005 and thereafter, the small department guarantee shall increase to \$4,800 and the large department guarantee shall increase to \$6,000.

Career Increment

The salaries set forth in Schedule A attached shall include the following career increments to which administrators are entitled:

1. \$2,000.00 at the start of 29<sup>th</sup> year in education.
2. \$2,000.00 at the start of 30<sup>th</sup> year in education.

Administrators shall be eligible for any of the above increments only after completion of five years of full-time service with the District as an administrative member of the bargaining unit. "In education" as referred to in this paragraph shall be defined as full-time public school service as a certified teacher or administrator.

Effective July 1, 2006 and thereafter, eligibility for career increments shall be based upon the following:

\$2,000 after completion of 10 years in the District and 25 years in education as defined above.

\$3,000 after completion of 15 years in the District and 30 years in education as defined above.

C. Performance-Based Appraisal Program

An administrative performance-based appraisal program shall be developed by the Superintendent in consultation with the Association and approved by the Board of Education.

D. Administrators with an earned doctoral degree (Ph.D. or Ed.D. and effective July 1, 2006 and thereafter JD and Psy.D.) will receive an additional \$2,000.00 annually.

**ARTICLE XXI – SMOKE-FREE WORK PLACE**

“Notwithstanding current policy or practice to the contrary, there shall be no smoking permitted on any school grounds or property of the School District.”

**ARTICLE XXII – EFFECTIVE DATES AND DURATION**

A. This agreement shall be in effect July 1, 2004 through June 30, 2009

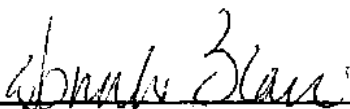
B. This agreement is the only written agreement between the parties and supersedes all other agreements previously entered into for the period of time set forth above.

C. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


D. The parties agree that each has exercised its right to bargain for any provisions it wished to be included in this contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this contract shall continue in effect. The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this contract, and as to every matter a final decision as to which is reserved to the Board of Education hereunder, the Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion its duties, powers, responsibilities and rights in the direction and management of the Three Village School System.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2007.

THREE VILLAGE SCHOOL  
ADMINISTRATIVE ASSOCIATION

  
\_\_\_\_\_  
Deborah Blair, President

THREE VILLAGE CENTRAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
Stuart Fourman, M.D., President

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Frank J. Carasiti, Superintendent

APPENDIX "A"  
GRIEVANCE FORM  
TVSAA

1. Form of Grievance

Individual:

\_\_\_\_\_  
Grievant: Name, Position/Bldg.

\_\_\_\_\_  
TVSAA Representative, if any

Group:

\_\_\_\_\_  
TVSAA Representative

\_\_\_\_\_  
Grievants: Names, Positions,  
And Buildings  
(Use separate sheet, if necessary)

2. Contract provision alleged violated:  
(State article title, number, section, etc.)
3. Occurrence:  
(State time, date, place)
4. Statement of Grievance:  
(Include events, conditions, and person(s) causing)
5. Remedy Sought:

Date of Filing: \_\_\_\_\_

Filed By: \_\_\_\_\_

Name

\_\_\_\_\_  
Position

APPENDIX "B"

THREE VILLAGE CENTRAL SCHOOL DISTRICT  
SETAUKET, NEW YORK

PERSONAL BUSINESS LEAVE FORM – ADMINISTRATIVE UNIT

\_\_\_\_\_  
Name Building

Date Leave Requested: \_\_\_\_\_

Article XIII, Section B (1 and 2) of your contract provides for personal leave:

Four (4) days for twelve (12) month administrators  
Two (2) days for all other administrators

Categories of reasons for leave. Check one:

\_\_\_\_ Legal \_\_\_\_ Financial \_\_\_\_ Emergencies \_\_\_\_ Family Matters

\_\_\_\_ Educational \_\_\_\_ Other. Specify below or call the Assistant  
Superintendent Human Resources

This form is to be submitted prior to the date of the requested leave except in the event of an emergency.

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

Assistant Superintendent for  
Human Resources



