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

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**EMPLOYMENT AGREEMENT**

**BY AND BETWEEN**

**THE ONTEORA ADMINISTRATORS ASSOCIATION**

**AND**

**THE ONTEORA CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**FOR THE PERIOD**

**JULY 1, 2004  
through  
JUNE 30, 2008**

**RECEIVED**

**MAY 08 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



**TABLE OF CONTENTS**

ARTICLE I ..... 1  
    Preamble ..... 1

ARTICLE II ..... 1  
    Recognition ..... 1

ARTICLE III ..... 1  
    Rights of the Association ..... 1

ARTICLE IV ..... 2  
    Negotiations Procedures ..... 2

ARTICLE V ..... 3  
    Grievance Procedure ..... 3

ARTICLE VI ..... 5  
    Administrative Staff Communications ..... 5

ARTICLE VII ..... 5  
    Professional Improvement ..... 5

ARTICLE VIII ..... 6  
    Work Year and Vacations ..... 6

ARTICLE IX ..... 6  
    Fringe Benefits ..... 6

ARTICLE X ..... 14  
    Negotiations Obligations ..... 14

ARTICLE XI ..... 14  
    Evaluation ..... 14

ARTICLE XII ..... 14  
    Assignments & Transfers ..... 14

ARTICLE XIII ..... 15  
    Salary ..... 15

ARTICLE XIV ..... 15  
    Miscellaneous Provisions ..... 15

ARTICLE XV ..... 16  
    Term of Agreement ..... 16

## **ARTICLE I**

### **Preamble**

The Onteora Administrators Association declares its common interest with the Onteora Central School District Board of Education in the desire to achieve the finest possible education for the children of the Onteora Central School District consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship between the Board of Education and the school administrators of the Onteora Central School District.

## **ARTICLE II**

### **Recognition**

The Superintendent hereby recognizes the Association as the exclusive and sole bargaining representative for the Building Principals, Assistant Principals, Director of Pupil Personnel Services, and Assistant Director of Elementary Pupil Personnel Services, or individuals serving in such capacity.

## **ARTICLE III**

### **Rights of the Association**

- A. The Association shall have the right to the use of offices or building facilities of the personnel of the Association for the affairs of the Association without prior approval, provided it does not interfere with normal school operation.
- B.
  - 1. Before eliminating or adding a position covered by this Agreement, the Superintendent shall first directly consult with the Association so that their views may be expressed. After consultation with the Association, the affected member shall be given notice in writing not less than 60 days prior to the time the employee's employment with the District is to terminate. If such notice is not provided, the employee shall be paid two months salary at a rate of 1/240th of their annual salary per day.
  - 2. In the event of an employee resigning their position with the District, the employee will give written notification 60 days prior to the effective date of the resignation. If such notice is not given, the employee shall forfeit any unused time accumulations that would otherwise result in a monetary payment to the employee.

- C. Each building shall receive a copy of the agenda for each Board of Education meeting and the subsequent minutes of each Board of Education meeting after they have been approved.
- D. Upon reasonable prior notice to the Administration assigned by the District, the Association may conduct meetings in District buildings at times which do not interfere with the instructional schedule and is subject to those Board regulations regarding the public use of buildings.
- E. The Association may distribute printed materials via inter-school mail and e-mails.
- F. The OAA president and Vice President or designee shall be granted an additional five days to be shared between them for Association assistance in implementing shared decision making, teacher mentoring and other mutually agreed upon work. Such time off will be granted by the Superintendent or his/her designee.

#### **ARTICLE IV**

##### **Negotiations Procedures**

- A. Terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, exchanging relative data, and otherwise constructively considering and resolving any matters which may arise. It is in the interest of both parties that the opportunity for mutual discussion be provided to interpret and/or clarify an article in this Agreement when the President of the O.A.A. and the Superintendent of Schools agree the substance of an article is unclear. Such interpretations and/or clarifications will be written in the form of a "Memorandum of Understanding" which becomes effective when agreed upon by both parties to the Agreement.
- B. No later than November 1st, the parties will enter into good faith negotiations over a successor Agreement covering the following period.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- D. Unless the parties agree otherwise, there will be a two-hour limit for negotiation sessions.

## ARTICLE V

### Grievance Procedure

#### A. Definitions:

1. A grievance exists when an employee or group of employees of the Association claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.
2. An aggrieved person is the person or persons making the claim.
3. A party in interest is the aggrieved person and/or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of the administrative staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any aggrieved person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

#### C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One: The aggrieved person will first discuss the grievance with the appropriate building administrator or in the case of building principals directly with the Superintendent of Schools.



2. Level Two:

- (a) If the aggrieved is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved may file the grievance in writing with the Association within ten (10) school days after the decision at level one, or ten (10) school days after the grievance was presented, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Association will refer it to the Superintendent of Schools.
- (b) Within ten (10) school days after receipt of the written grievance by the Superintendent of Schools, the Superintendent will meet with the aggrieved person or the aggrieved person's representative in an effort to resolve it.

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered within ten (10) school days after the aggrieved has first met with the Superintendent or the aggrieved person's representative has met with the Superintendent, the aggrieved may file an appeal to the Board of Education within ten (10) school days after a decision by the Superintendent, or ten (10) school days after the aggrieved or the aggrieved person's representative has first met with the Superintendent, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Board will meet with the aggrieved person or the aggrieved person's representative for the purpose of resolving the grievance.

4. Level Four:

If the aggrieved is not satisfied with the disposition at level three, or if no decision has been rendered within ten (10) school days after the aggrieved has in person or the aggrieved person's representative has first met with the Board, the aggrieved may, within ten (10) school days after a decision by the Board or ten (10) school days after the aggrieved or the aggrieved person's representative has first met with the Board, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration.

5. Level Five: Arbitration Procedure -

The District and the Association will attempt to agree upon an arbitrator or, failing such agreement, the Association may file a written demand for arbitration with the American Arbitration Association. Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The

decision of the arbitrator shall be final and binding.

D. Rights of Administrators to Representation:

Any party in interest may be represented at all levels of the grievance procedure by a person of their own choosing, except that they may not be represented by a representative or an officer of any teacher organization other than the Association. When an administrator is not represented by the Association at level three, the Association shall have the right to be informed and to state its views in closed session, if so requested.

E. Miscellaneous:

If, in the judgment of the Association, a grievance affects any group within the administrative staff, the Association may submit such grievance in writing to the Superintendent of Schools directly and process such grievance through levels III and IV.

## ARTICLE VI

### Administrative Staff Communications

The Ontario Administrators Association reserves the right to appoint a representative on any committee when other school employee associations are permitted to appoint.

## ARTICLE VII

### Professional Improvement

- A. The parties support the principles of professional growth of Association members, participation by Association members in professional organizations in the areas of their specialization and participation in community educational projects. If absence from school during school hours is required, approval of the Superintendent must first be obtained.
- B. Acceptance or rejection of such conferences or meeting requests shall be solely within the province of the Superintendent.
- C. The District will provide \$500 for each administrator for training, seminars, and/or workshops that are taken collaboratively and encourage administration interdependency.

## ARTICLE VIII

### Work Year and Vacations

- A. Twelve month Administrators will work the full calendar year and shall receive all legal holidays which apply to teaching and non-teaching employees.
- B. Twelve month Administrators who are tenured shall receive twenty-six (26) vacation days annually. Twelve month administrators who are not tenured shall receive twenty-one (21) vacation days annually. Vacations shall be taken during the Winter and/or Spring recess or during the months of July and/or August (with the exception of the week prior to the opening of school), or when school is in sessions, as may be approved by the Superintendent.
- C. Each administrator will supervise and/or participate in a District-wide responsibility at the discretion of the Superintendent.
- D. Effective July 1, 2005, each administrator shall be permitted to buy back up to five (5) unused vacation days per year at a buy back rate of three hundred and fifty dollars (\$350) per day. The cash back payment shall not be added to the base salary.

## ARTICLE IX

### Fringe Benefits

#### A. HEALTH INSURANCE

- 1. Unit members shall contribute 7% towards the cost of individual and family health insurance premiums. Employees hired after December 6, 1999 must be regularly scheduled to work .75 of the work week to be eligible for a District contribution for health insurance benefits.

Health insurance coverage shall be extended to domestic partners subject to the limitation and restrictions and eligibility requirements provided by the plan in which the employee participates.

- 2. The District's contribution to the individual and/or family cost for premium to an HMO (Wellcare, MVP, etc.) will be limited to the maximum dollar amount of the DEHIC PPO. Additionally, the District's contribution shall not exceed ninety-three percent (93%) of the premium for the HMO premiums for individual and family coverage.

3. Except as otherwise provided in Section A below, it is agreed that members of the unit represented by the OAA for all regular administrative personnel may direct the District to remove themselves from health insurance coverage in exchange for a payout under the following rules:
  - a. All selections and request for reinstatement shall be in writing.
  - b. Employees electing to waive insurance coverage shall demonstrate to the satisfaction of the Business Office that they have adequate alternative coverage.
  - c. Except for married couples both working for the District (see Section 4 below), employees opting to waive coverage and receive a pay out in lieu of insurance shall be entitled to an annual payment as follows:

\$1,900 Family, \$1,400 Individual in 2004-2005;  
\$2,000 Family, \$1,500 Individual in 2005-2006;  
\$2,100 Family, \$1,600 Individual in 2006-2007;  
\$2,200 Family, \$1,700 Individual in 2007-2008.
  - d. Employees withdrawing for a full year as of July 1<sup>st</sup> will be paid half the amount in December and half the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro rata payment.
  - e. Any individual electing this option may revert to the plan of previous enrollment subject to the provisions of each individual plan.
4. Health Insurance buyout will be mandatory for District employees whose spouse is also a District employee. The employee opting out of family coverage will receive two thousand four hundred dollars (\$2,400.00). The employee will not be eligible for individual coverage. Employees who withdraw after the start of the school year in September will receive pro rata payments.

Employees withdrawing for a full year as of July 1<sup>st</sup> will be paid one third of the amount in December and the remaining two-thirds of the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro-rata payment.

5. Retirees and employees who become ineligible for the buyout because of death or divorce will be immediately reinstated to the district health insurance plan or HMO option. The reinstatement of the retiree or employee will cause the buyout to be prorated for that year.
6. Health insurance coverage for employees resigning at the end of the school year shall be terminated as of August 31<sup>st</sup> of that school year.

B. PAYROLL SAVINGS

Tax sheltered annuities are available for any administrative staff member upon request to the District prior to November 1<sup>st</sup>. Payments for these annuities shall constitute a reduction in salaries as authorized by the staff members and will be deductible automatically by the School District from each paycheck. The District will select one company to serve as forwarding agent. The District will offer an IRS Code Section 457 Plan effective in the 2005-2006 school year.

C. HEALTH INSURANCE - RETIREES

The District will pay 100% (individual) and 50% (family) of the premium cost of the health insurance plan for all administrators upon retirement.

D. SICK LEAVE

Twelve (12) month administrators shall be granted eighteen (18) sick leave days per year for personal sick leave or immediate family illness, and be permitted to accumulate a total of 250 days. For the purposes of sick leave, immediate family shall be defined consistent with the Family and Medical Leave Act ("FMLA"). Unit members will not have to fill out any forms for family illness use, but must state whether such absence is for personal illness or family illness. Each year, the eighteen (18) sick leave days will be credited to each returning unit member. Any unused sick days will be accumulated, however, accumulated sick leave may only be used for personal illness. Medical check-ups or annual physical examinations are not considered as "sick leave." Upon request, the District will provide a statement of the number of sick leave days credited to such unit member and the same shall be furnished orally or in writing at the unit member's election.

E. SICK LEAVE BANK

Administrators may be allowed to contribute up to two days from their accumulated sick leave to the Sick Leave Bank. Only contributing employees may be members of the Bank. The Bank shall be for use in cases of prolonged serious illness or injury after accumulated sick leave has been exhausted. There shall be automatic renewal when the Bank is exhausted and use by an individual is limited to sixty (60) days per school year. A committee of three

administrators and three employees shall regulate withdrawals, additions and the general use.

F. PAYMENT FOR UNUSED SICK LEAVE

Any employee eligible for retirement shall be paid for all unused sick leave days upon retirement from the District according to the following formula:

Payment for Unused Sick Leave upon Retirement

<u>Num. Of Acc. Days</u>	<u>Payment Amount (2004-05)</u>	<u>Payment Amount (2005-06)</u>
0-75	\$0	\$0
76-100	\$47	\$49
101-125	\$62	\$64
126-175	\$82	\$84
176-200	\$107	\$109
200-max 250	\$110	\$112

<u>Num. Of Acc. Days</u>	<u>Payment Amount (2006-07)</u>	<u>Payment Amount (2007-08)</u>
0-75	\$0	\$0
76-100	\$51	\$53
101-125	\$66	\$68
126-175	\$86	\$88
176-200	\$111	\$113
200-max 250	\$114	\$116

G. BEREAVEMENT LEAVE

Association member will be permitted five (5) days emergency leave with pay, per occurrence, for death of husband, wife, domestic partner (as defined by the DEHIC), child, father, mother, sister, brother, step-parent and grandchildren. A maximum of three (3) emergency leave days per year with pay shall be granted for death of non-immediate family as follows: father-in-law, mother-in-law, sister-in-law, brother-in-law, and employee's grandparents, uncle and aunt. A maximum of three (3) emergency leave days per year with pay shall be granted for death of a domestic partner's (as defined by the DEHIC) father, mother, sister, or brother.

H. RELIGIOUS LEAVE

Up to three (3) non-cumulative religious leave days per year will be granted with full pay where absence from work is a tenet of the employee's faith and upon written request to the Superintendent of his/her designee at least ten (10) working days in advance of such leave.

I. SPECIAL LEAVE

Each administrator shall be granted two (2) days with pay for conducting personal business that can not be conducted at any other time. Special leave is not to be considered as vacation time. It implies that the situation warranting use of these days is considered to be more important than the professional's responsibility to the School District.

J. JURY DUTY AND LEAVE PURSUANT TO SUBPOENA

1. Absence from duties necessitated by subpoena of any court or any official body having the legal power to compel attendance shall not be charged to any form of leave and salary shall be paid in full. Where actions are brought against the District by OAA, this provision shall be limited to only those subpoenas which are necessary.
2. Any employee subpoenaed will be paid his/her regular salary while serving as a juror, provided that within five (5) business days of completing the jury assignment, the employee submits documentation from the court substantiating the absence.

K. SERVICE LEAVE

Any regular employee requesting leave as a member of any armed forces will receive a leave of absence with full employment rights at the termination of such duty. This shall exclude voluntary service in excess of four (4) years.

1. They will be given one (1) year of service for each year in the Armed Forces.
2. Tenure rights or probationary credit when leave is taken.
3. A similar position to that left will be given them upon return.

Regular employees who are duly qualified members of their reserved component of the Armed Forces will receive, in addition to their normal vacation, a leave of absence consistent with New York State Military Law Section 242.

L. LEAVES OF ABSENCE

1. Parental Leave of Absence

An unpaid leave of absence shall be granted to an employee for the purpose of child rearing as follows:

An employee shall be entitled upon requests to a leave to begin within one year of delivery or adoption of a child. Said employee shall notify the Superintendent or his/her designee in writing of intent to take such leave and, except in case of an emergency, shall give such notice at least thirty (30) days prior to the date on which said leave is to begin.

An employee who is granted such leave of absence pursuant to Section 1 above, shall have the following re-employment rights:

- a. An employee shall be returned to the same position or a similar position and within the employee's own areas upon sixty (60) days notice to the District of the intent to return. Said return shall be at the beginning of a semester unless by mutual agreement.
  - b. Child care leave of up to one (1) year shall be allowed to all employee's with rights to extend for one (1) year more.
  - c. Upon return to service an employee shall have restored the same benefits accrued at the time the leave commenced.
  - d. All employees on long term leave shall notify the District of their return no later than 60 days prior to the expiration of the leave.
2. Parental leave policies shall be consistent with current Federal and State Laws.
  3. It shall be assumed that when leave is granted for a period of time as requested by the applicant for such leave, a mutual contract shall be deemed to exist between the District and the employee as to the time of leave.

It is understood, however, that such mutual contract shall be open to review by the Board where undue hardship exists on behalf of the employee. An undue hardship shall include, but is not limited to, termination of pregnancy, death, or any other reason that would necessitate the employee returning to work.

#### M. OTHER LEAVES

Unit members receiving an academic honor for study or research shall be granted a leave of absence without pay for the term of such program, but not to exceed two (2) years. They shall be advanced on the salary schedule, as if they had remained in the District.



1. All members of the bargaining unit are eligible.
2. Leave granted on a full time basis for up to one year. The District may extend for up to one additional year.
3. Purpose: Normally granted for academic honors, grants, research, academic or instructional programs, election to public office, authorized plan approved by any corporate or governmental institution or medical leave (not subject to any other provision of this agreement). The Board may also grant leaves for any other reason specified herein. The decision of the Board shall be final.

N. GENERAL LEAVE NOTIFICATION

All employees on long term leave shall notify the District of their return no later than 60 days prior to the expiration of the leave.

O. HOLIDAYS

The following holidays are granted with pay, per school calendar for the duration of this contract: Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day following Christmas (2 days), New Year's Day, Martin Luther King Jr. Birthday, President's Day, Good Friday and Memorial Day.

P. WORKER'S COMPENSATION

Whenever administrators are absent from their employment and are unable to perform their duties as a result of personal injury caused by an accident occurring in the course of their employment and are eligible to receive Worker's Compensation payments for such absence, they will be paid the difference between such weekly benefits and their full salary during their absence from their employment for a period equal to the equivalent dollar value of their accumulated sick leave.

- Q. Administrators will receive \$300 each year for the life of the contract to be applied to the administrators benefit package to be used to offset the cost of disability insurance for the administrator, the balance to be paid by each individual administrator.

R. RETIREMENT INCENTIVE

If during the term of this Agreement, any member who: (a) has at least five (5) years of service as an administrator, within the Onteora School District; and (b) is eligible for retirement with the Teachers Retirement System (TRS) without penalty, submits an irrevocable letter of resignation for retirement purposes to the Superintendent by December 1 of the school year in which the retirement is effective, the member shall receive a retirement incentive as per the following schedule:

2004-2005	\$30,000
2005-2006	\$30,000
2006-2007	\$31,000
2007-2008	\$31,000

The employee shall receive the retirement incentive payable within one month following the end of the school year in which the retirement is effective as an Employer non-elective contribution into an IRS 403(b) non-elective tax sheltered annuity plan and/or a 457 plan within the allowable IRS rules and limitation for the benefit of the retiring administrator.

S. WELFARE PLAN

The OAA will maintain membership in the OTA Benefit Trust. The District will fund the OTA Benefit Trust plan for the OAA current membership at the following levels:

Benefit Trust	
7/1/04	\$1,123
7/1/05	\$1,193
7/1/06	\$1,273
7/1/07	\$1,363

The District shall make payments to the funds semi-annually; one-half on October 1<sup>st</sup>, and one-half on December 15<sup>th</sup>, for the total amount.

T. CONFERENCES AND TRAVEL ALLOWANCE

1. Attendance at and participation in conferences, workshops, conventions, and similar meetings are a vital part of the professional person's development and progress in the field. All professional personnel should be encouraged to attend such meetings. However, requests for attendance must be filed with the Superintendent one month in advance, when possible.
2. The District shall pay all reasonable and necessary costs of rooms and meals. If the cost of a hotel room is not approved in advance the total per diem rate will not exceed \$62 per day for single accommodations and \$55 per person for double accommodations when two or more individuals are attending. Meal allowances shall be paid on appropriate receipts in amounts not to exceed \$24.00 per day.

3. To obtain reimbursement, participants shall procure the proper receipts and payment proofs to comply with the New York State Department of Audit and Control directives. Reimbursements for expenses shall be made upon presentation of such proofs of payments.
4. The mileage rate for use of private transportation will be the IRS mileage rate in effect as of July 1<sup>st</sup> of that contract year.

## **ARTICLE X**

### **Negotiations Obligations**

- A. Administrators may be required to participate at negotiations sessions whenever necessary.
- B. Administrators will be provided information concerning all negotiations carried on with the professional and non-teaching staffs and will have the opportunity to react to articles proposed.

## **ARTICLE XI**

### **Evaluation**

- A. A minimum of one written evaluation, with conference, will be provided annually by the Superintendent or his/her designee for each Principal. All other building administrators will be evaluated by their Building Principal.

## **ARTICLE XII**

### **Assignments & Transfers**

- A. Notice of an involuntary transfer or reassignment for the following year shall be given to administrators when possible.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Superintendent at which time the administrator will be notified in writing of the reasons therefore.

## ARTICLE XIII

### Salary

- A. Salary Schedule - See attached Appendix A. Annual salary percentage increases are as follows:

2004-2005	3.75%
2005-2006	3.75%
2006-2007	3.75%
2007-2008	3.75%

- B. Administrators that achieve tenure during the life of this contract shall receive a \$3,000 tenure payment in the year following the achievement of tenure. This amount will become a permanent part of their salary.
- C. The Summer stipends for the two Summer School Principal positions (Summer Prep School Principal and Summer Pre-K Principal) are at the rate of \$2,000.
- D. Longevity for administrative service with the Onteora Central School District shall be paid as follows, effective with the 2006-2007 school year:

15 Years	\$1,500
20 Years	\$2,500
25 Years	\$3,000
30 Years	\$3,500

Longevity shall not be cumulative.

- E. Effective with the 2006-2007 school year, administrators with a doctoral degree shall be paid an additional \$2,000 per year.
- F. Effective with the 2004-2005 school year, the Coordinator of Elementary Education shall be paid an additional \$2,000 per year.

## ARTICLE XIV

### Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in personnel policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the Association will have the right to be consulted on such items.

- B. If any provision of this Agreement or any application of the Agreement to any administrative staff member or group of administrative staff members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board of Education shall provide one copy of this Agreement to each administrative staff member employed for the school year covered by this Agreement.
- D. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XV**

**Term of Agreement**

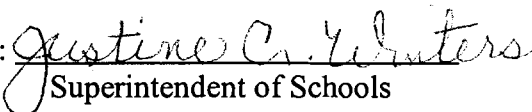
This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2008.

ON BEHALF OF THE ASSOCIATION

BY:   
President

DATE: 3-29-06

ON BEHALF OF THE ONTEORA  
CENTRAL SCHOOL DISTRICT

BY:   
Superintendent of Schools

DATE: 3/29/06