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**Contract Database Metadata Elements**

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

Employer Name: **Canton Central School District**

Union: **Canton Central School Administrators Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **9337**

Unit Size:

Number of Pages: **12**

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# Agreement


between

## Canton Central School Administrators Association


and the

## Superintendent of Schools Canton Central School District

July 1, 2004 – June 30, 2008

  
\_\_\_\_\_  
Superintendent of Schools

April 12, 2005  
Date

  
\_\_\_\_\_  
President, Canton Central Administrators Association

April 12, 2005  
Date

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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# **Agreement**

between

## **Canton Central School Administrators Association**

and the

## **Superintendent of Schools Canton Central School District**

### **Article I – Duration**

A. This Agreement shall be effective as of July 1, 2004, with all salary, benefits and other provisions effective from that date, irrespective of the date of ratification, and it shall terminate June 30, 2008. This agreement is made between the Superintendent of Schools of the Canton Central School District (herein referred to as “Superintendent” or “District”) and the Canton Central School Administrators Association (herein referred to as the “Association”).

B. The 10-month employment agreement between the 2004-2005 Elementary Principal and the District will remain in effect until June 30, 2006 at which time it will be subject to renegotiation. Negotiations concerning this agreement will begin in January 2006.

### **Article II – Recognition**

The Superintendent recognizes the Association as the exclusive bargaining representative, pursuant to the New York State Public Employees’ Fair Employment Act, for Principal, Assistant Principal, Assistant Superintendent, and Special Programs Administrator.

### **Article III - Professional Development**

- A. Administrators may request to attend various professional conferences and meetings as mutually agreed upon by the Superintendent and the individual administrator. The District will pay for or reimburse the administrator for actual and agreed upon expenses incurred to attend such conferences or meetings.
- B. Any administrator who pursues a doctoral degree while employed by the District will be allowed up to five (5) days per year for four (4) consecutive years with pay to be used for the purpose of attaining such a degree from an accredited institution. The administrator must work

for the District for a minimum of two (2) years following such attainment or be subject, upon separation of service from the District, to the repayment of any days used in this manner. Alternatively, an administrator may opt to forego such paid leave in order to receive \$2500 added to the base salary upon attainment of such a degree.

## **Article IV - Position Elimination**

Any discussion regarding the elimination of an administrative position shall include representatives of the Association. When such discussion concludes with a District decision to eliminate said position(s), the individual(s) to be excessed will be entitled to at least four (4) months prior notice. In the event that the District does not provide the excessed individual(s) with the full four months notice, the affected administrator(s) shall still be entitled to a total of four (4) months salary and benefits from the date of notification.

## **Article V – Personnel Files**

- A. The official District personnel file for each member of the Association shall be maintained in the District office. All data relevant to a member's employment, performance of his/her duties, promotion, discipline, evaluation and all other job-related matters shall be placed in the member's personnel file.
- B. No material, excluding reference and information obtained in the process of evaluating the member for initial employment, which is derogatory to a member's conduct, service, character, or personality shall be filed unless the member has had an opportunity to examine the material. The member must sign the actual copy to be filed with the express understanding that such signature merely signifies that s/he has examined the material. Such signature does not necessarily indicate agreement with its content and may not be withheld. The signed copy must be returned to the Superintendent within fifteen (15) working days of receipt.
- C. The member shall also have the right to submit a written response to such material. Said answer must be submitted within fifteen (15) working days after receiving a copy of the material, shall be signed by the Superintendent and attached to the actual file copy.
  - 1. An incident that has not been reduced to writing within fifteen (15) working days of its occurrence or its discovery, whichever is later, may not be added to the file. Any portions of file material which are proven to be inaccurate, misleading, or inappropriate shall be corrected or removed.
  - 2. If there is a disagreement between the administrator and the Superintendent concerning the appropriateness of placing the material in the administrator's personnel file or concerning the accuracy of the material, the grievance procedure may be initiated at the Board stage, followed by binding arbitration, if necessary.
  - 3. The administrator shall be allowed, upon request, to review the contents of his/her personnel file in the presence of the Superintendent or personnel officer. The administrator, upon request, shall be furnished a copy of any document therein. The

administrator may have a representative of the Association accompany him/her during such review. Such review shall occur at a mutually agreeable time within three (3) school days following such a request.

4. Any document that relates to an Administrator's role as an employee in the District must be filed before it can be used in any action by the District that could result in any consequence(s) for the Administrator. The only exception shall be when a single specific incident has occurred and is the sole basis for the action being taken.
5. No document(s) in the file shall be forwarded nor the contents shared with any agency, organization, prospective employer, or other party without the express written consent of the member except as allowed by law. All personnel files will be maintained in a confidential manner and will comply with all applicable laws and regulations.

## **Article VI - Complaint and Assault Protection**

### **A. Assault on an Administrator**

1. In case of an assault upon an administrator in the performance of his/her duties, the administrator shall immediately report the assault to the Superintendent and shall communicate the incident in writing within 48 hours, except in extenuating circumstances.
2. The Board shall provide legal counsel to advise such administrator of any legal rights and obligations with respect to such assault and shall render all reasonable assistance to the administrator in connection with the handling of the incident by law enforcement and judicial authorities, in accordance with Sections 3023, 3028, 3028-a and 3811 of the New York Education Law.
3. If such a physical assault on an administrator results in lost time, the administrator shall be paid in full and such paid absence shall not be deducted from any accumulated sick, vacation or personal leave to which the administrator might be entitled under this agreement.

### **B. Complaints**

Formal complaints by building staff, by parents of a student, by a student, or by community organizations or individuals which are directed toward an administrator shall be called to the administrator's attention as soon as possible and the administrator shall be afforded the opportunity to reply to same. No complaint letter directed against an administrator shall officially be made public by the District and/or its administrator without each other's knowledge and opportunity to discuss.

## Article VII - Evaluations

- A. Each tenured and non-tenured administrator shall have an annual evaluation written by the Superintendent. Evaluations will take place between May 1 and September 1. Any goals and/or concerns resulting from the annual evaluation will be reviewed by the administrator and the Superintendent no later than the January following the evaluation. The evaluation process and format will be mutually agreed upon by the administrator and the Superintendent.
- B. If the evaluation process indicates a non-tenured administrator's performance does not meet the expectations of the District, and if the District intends to continue the employment of the administrator, a written Plan for Improvement will be jointly developed by the Superintendent, an Association representative and said administrator. The Plan for Improvement shall include:
- Identification of concerns relating to the expected behaviors
  - Suggestions for improvement
  - Establishment of specific timelines
  - Provision of adequate resources to facilitate the improvement
  - Acceptable level of performance to be reached
- C. The Plan for Improvement may also be used in cases where a tenured administrator's performance does not meet the District's expectations.

## Article VIII - Grievances

A. Intent

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage and in the shortest time practicable is encouraged.

B. Definitions

1. A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of an express term of this contract which relates to or involves the administrator in the exercise of the duties assigned to him/her.
2. "Representative" shall mean a person from the Association designated by the aggrieved administrator as his/her counsel or to act in his/her behalf.
3. "Days" shall mean regular working days for the District.

C. Procedure

1. **Level One (Informal).** An administrator will attempt to settle a grievance by discussing it with his/her immediate supervisor with the objective of resolving the matter informally. The request for this meeting with the supervisor must be made within fifteen (15)

days of the incident. The supervisor shall meet with the administrator within ten (10) days of the request for said meeting. An Association representative may be present at the request of the administrator.

2. **Level Two (Formal).** If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within ten (10) days after the meeting of Level One. The written grievance will briefly state the facts and the remedy sought, and will be signed by the administrator. Within ten (10) days after the written grievance is presented to the Superintendent s/he shall give his/her decision in writing to the administrator.

3. **Level Three (Board).** If the administrator is not satisfied with the decision at Level Two, an appeal may be filed in writing with the Board within ten (10) days after receiving the Superintendent's decision. The Board will meet in executive session at its next regularly scheduled meeting to consider the grievance submitted to them. Any party with interest shall have the right to appear before the Board and be heard. Within fifteen (15) days after the hearing, the Board shall give its decision to the administrator and the Association.

4. **Level Four (Arbitration).** If the decision of the Board is not accepted, and the Association believes the grievance to be meritorious, the Association may submit the issue to an arbitrator. A copy of the decision to proceed to the arbitrator will be sent to the Superintendent within fifteen (15) days of the receipt of the Board's decision. The arbitrator will be selected according to the rules of the American Arbitration Association. The arbitrator will be without power or authority to make any decision which is contrary to law or violates the terms of the Agreement or which alters, expands or amends this Agreement. The decision of the arbitrator shall be final and binding on the parties.

#### D. Costs

Any arbitration costs will be equally shared by the parties. Each party will be responsible for its own expenses in the presentation of its case. The District and the Association agree to facilitate any investigation which may be required and to make available any and all relevant, non-privileged material and documents, communications and records at the request of the other party.

#### E. Documents

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, the decision of an arbitrator shall become a part of the administrator's personnel file.

#### F. Appeal

Failure at any step to communicate a decision to the administrator and the Association within the time limit shall permit the lodging of an appeal at the next step of the procedure.



## Article IX – Leave Time

### A. SICK LEAVE

1. Each administrator shall be credited with eighteen (18) days of paid sick leave per school year, which shall be credited on July 1<sup>st</sup> of each school year. Sick leave may be used for illness or injury to the administrator or a member of his/her immediate family. The administrator shall determine the individuals who constitute “immediate family.”
2. After five (5) consecutive days of absence due to illness, a doctor’s note may be required to verify the illness and to release the administrator for return to work.
3. Sick Leave benefits accrued over time shall be based on years of employment in the District. Accumulated sick leave days will not exceed 220. After 6 to 9 years of employment in the District, accumulated days shall be reimbursed at \$75 per day, upon the administrator’s retirement under the guidelines of the New York State Teacher’s Retirement System. Under these same conditions, after 10 years of employment in the District, up to 200 accumulated days shall be reimbursed at \$100 per day. For purposes of separation reimbursement upon retirement should an administrator not complete a full year of service, unused sick days for that year will be pro-rated.

### B. SICK BANK

As per agreement with the CCTA, members of the Association have the option of contributing to and benefiting from the Sick Bank presently administered by the CCTA.

### C. UNPAID LEAVE

After five (5) years of administrative employment in the District an administrator may be entitled to a one (1) year leave without pay for the purpose of temporary employment in public service, activities of social or educational significance which will result in professional growth, or another District approved purpose. The request for said leave must be submitted in writing to the Superintendent by March 1<sup>st</sup> of the school year preceding the school year of leave. Any leave under this provision is subject to the recommendation of the Superintendent and the approval of the Board of Education.

### D. VACATION LEAVE

1. Each administrator shall be entitled to twenty five (25) days of paid vacation leave each school year, exclusive of holidays, credited on July 1<sup>st</sup> of each year. Holidays shall be defined as follows: Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, plus the day preceding and the day following Thanksgiving, Christmas Day and New Year’s Day plus an additional three days during the December/ January break. Whenever a holiday falls on a Saturday or Sunday, there will be an additional day granted in accordance with federal observance. For purposes of

payout at separation of service, unused vacation leave may be accumulated up to a maximum of 25 days during the time of employment. Up to five (5) days of unused vacation leave may be carried over for use in any subsequent year of employment. Any vacation time taken is subject to approval of the Superintendent.

2. Accumulated vacation days will not exceed 25. After five (5) years of employment in the District accumulated days shall be reimbursed at the administrator's per diem rate according to TRS guidelines (1/240<sup>th</sup> of annual salary) as compensation earned upon separation of service. For purposes of separation reimbursement, should an administrator not complete a full year of service, unused vacation days for that year will be pro-rated.

E. BEREAVEMENT LEAVE

Each administrator shall be granted up to five (5) days of paid leave per school year due to a death in his/her immediate family as determined by the administrator. This leave will be credited on July 1 of each school year and will not be accumulated year-to-year or reimbursed in any way if not used.

F. CHILD RAISING LEAVE

1. The father of an adopted or newborn child or the mother of an adopted child may take up to twenty-five (25) days from accumulated sick leave for the purpose of spending initial time with the child. This time will begin upon arrival of the newborn or adopted child in the home and will be completed without a break in time, and will run concurrently with any Family and Medical Leave Act benefits.
2. Upon the request of an administrator, and upon recommendation of the Superintendent and the approval of the Board, a child raising leave may be granted for one (1) year. Any such child raising leave will begin upon the arrival of the newborn or adopted child, and will be completed without a break in time, and will run concurrently with Family and Medical Leave Act benefits.
3. Child raising leaves shall be without pay or benefits, except as required by the Family and Medical Leave Act of 1993. The administrator shall return to the same or similar position and shall retain the seniority and leave accumulation in effect when the unpaid leave began. Other benefits will be in accordance with the contract in effect upon return to his/her position.

G. PERSONAL LEAVE

Each Administrator shall be credited on July 1<sup>st</sup> of each school year with four (4) days of personal leave. At the end of each year any unused personal days shall be credited to and accumulated as sick leave or may be donated to the sick bank.

H. RELIGIOUS HOLIDAYS

Up to two (2) religious holidays will be granted to any administrator whose religion requires full-day observance of such holiday when it falls on a regularly scheduled workday. Such days will not be deducted from personal or sick days.

I. BOARD-STAFF NEGOTIATIONS

1. Association members may act as resource persons during the course of the Board's negotiations with all other employee bargaining units wherein these negotiations relate directly to the administration of specific buildings or programs.
2. As part of the administrative structure of the school District, administrators shall be consulted regarding the negotiation of programmatic innovations that concern staff in their area of responsibility.

J. NEGOTIATIONS

The parties agree to enter into collective negotiations to address concerns of terms and conditions of employment no later than January 15 of the year this agreement expires. During negotiations the District and the Association will present relevant data, exchange points of view and may make proposals and counter proposals. Either party may, if it so desires, use outside representatives to assist in the negotiations.

## **Article X - Compensation**

A. COMPENSATION

All compensation, less deduction required by law or authorized by the administrator shall be paid in the same manner as salary is paid to other certified employees of the District, based on months of employment per year.

B. MILEAGE REIMBURSEMENT

The District shall reimburse an administrator for mileage at the IRS rate approved at the July Board of Education meeting when s/he is required to use his/her personal car in the performance of official duties as an administrator. This provision may not be used for normal transportation costs to and from school for schoolwork and activities.

C. PROFESSIONAL ORGANIZATION MEMBERSHIP

For each administrator the District shall pay annual membership fees for up to two (2) professional organizations excluding SAANYS or other administrative collective bargaining association, the total of which will not exceed \$600.

D. RETIREMENT

1. Upon retirement, the administrator shall have any payouts for unused vacation and/or sick leave credit deposited into a 403 (b) Employer Non-elective Contribution Plan. The District and Association agree to develop a 403 (b) Employer Non-elective Contribution Plan to be utilized for payments made in accordance with the retirement provisions within this agreement.
2. To be eligible for this earned compensation an administrator must meet the following conditions:
  - Submit an irrevocable letter of resignation for the purpose of retirement to the District at least twelve (12) months prior to the effective date of retirement (minimum notification requirement may be waived at District discretion).
  - Have been employed as an administrator by the District for at least six (6) years.

E. PAYROLL DEDUCTIONS

Each administrator is entitled to the options of direct deposit, the IRS section 125 Flexible Benefit Plan, a 403 (b) Plan, deductions for dues, authorized loans granted through the retirement system, or any other District-approved deduction options. No elected deductions or transfer of funds will be made without the written consent of the administrator.

F. HEALTH INSURANCE (MEDICAL, DENTAL, VISION)

1. The District will pay 100% of the health, hospitalization, prescription and medical insurance premiums for each administrator and his/her dependents. The District will also pay 100% of the dental and vision insurance premiums for each administrator.
2. The District will pay 100% of the health, hospitalization, prescription and medical insurance premiums for any retired administrator and dependents, provided the administrator has at least six (6) years of service to the District and retires under the guidelines of the NYS Teacher's Retirement System and/or United States Social Security Disability Retirement.
3. At such time that the Canton Central Teachers Association negotiates an agreement that involves employee and/or retiree contributions for insurance, or other health insurance concessions, the Association agrees to contribute or concede on the same basis as the teachers, in exchange for any salary or contractual adjustments received by the teachers as a "quid pro quo" for such a contribution to health insurance premiums or other concessions made by the teachers. Upon such time as the Teacher's Association negotiates an agreement this paragraph shall be replaced with one which defines the specific health insurance benefits accorded the administrators in this contract.

G. SALARY AGREEMENT

1. Effective retroactively to July 1, 2004, there shall be a one-time salary adjustment of an additional \$5000 for the high school principal added to his 2003-2004 salary before the 2004-2005 salary increase is applied.

2. The terms of this agreement shall be effective upon ratification of both parties and shall remain in effect until June 30, 2008. Additionally, the District and the Association agree that salary increases shall be effective retroactive to July 1 2004, as follows: 2004-2005, July 1, 2004, 3.75%; 2005-2006, July 1, 2005, 3.5%; 2006-2007, July 1, 2006, 3.5%; 2007-2008, July 1 2007, 3.5%.
3. Current market conditions, experience/education and level of administrative responsibility will be considered by the District when determining the salary range for an administrative opening.

## **Article XI – Implementation**

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.