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Contract Database Metadata Elements

Title: **Cairo-Durham Central School District and Cairo-Durham Administrators Association, SAANYS (2004)**

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Union: **Cairo-Durham Administrators Association, SAANYS**

Local:

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AD/9166

**AGREEMENT
BETWEEN THE
CAIRO-DURHAM CENTRAL
SCHOOL DISTRICT
AND THE
CAIRO-DURHAM ADMINISTRATORS
ASSOCIATION
JULY 1, 2004 - JUNE 30, 2007**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
RECOGNITION

The Cairo-Durham Central School Board of Education hereby recognizes the Cairo-Durham Administrators Association as the exclusive bargaining agent for all Building Principals, Assistant Principals, and Principals in charge of PPS (collectively referred to as "Administrator") in the Cairo-Durham Central School District.

ARTICLE II
NEGOTIATION PROCEDURE

- A. Negotiations between the parties will be held during the school year in which the agreement terminates. The last date to begin negotiations will be December 1 of the termination.

- B. All meetings will be held at mutually agreeable times, dates and places.

- C. In general, proposals for changes or additions for the existing agreement, by either party, should be submitted in writing at the first negotiation meeting.

- D. In the event Impasse is declared by either party, PERB will be notified and the procedures of Section 209 of the Taylor Law will be used in an attempt to resolve the dispute.

ARTICLE III
RIGHTS OF THE ASSOCIATION

- A. The District agrees to make available to the Negotiating Committee of the Association information with respect to the present financial resources of the District, provided such information is requested in writing,

readily available to the District and is neither preliminary nor tentative in character and is available under the Freedom of Information Act and the Taylor Law.

B. The District agrees to deduct SAANYS dues from the salaries of Administrators when voluntarily authorized in writing by each Administrator. Authorizations, once filed with the Business Office, shall continue in effect until revoked by the Administrator on a form provided by the Association and filed with the Business Office. Procedures for these payroll deductions shall be established by the School Business Administrator. Effective July 1, 2000, the District shall pay SAANYS dues for those Administrators who are members of the SAANYS.

C. The Association may have the use of District e - mail system, District computers, audio-visual and copying equipment not housed in the central office after school hours.

D. The CDAA shall access, (including the right to have copies made at the expense of the CDAA) to all public records of the District, upon reasonable notice to the Records Management Officer.

E. The President of the Association or his designee shall have (2) whole days of (4) half days leave per year to conduct Association business.

F. The District agrees to deduct for tax sheltered annuities from the salaries of Administrators upon receipt of proper written authorization. The number of tax sheltered annuities available for deduction shall at no time be greater than fifteen. The particular tax sheltered annuities for which

deductions shall be made shall be subject to agreement between the District and Association.

ARTICLE IV **EVALUATION**

A. Evaluation of the building principals shall be done only by the Superintendent. Evaluation of an assistant principal will be completed by the Superintendent and the principal of the building to which the assistant is assigned.

B. Administrators will establish yearly goals with the Superintendent of Schools based on discussions with and the approval of the Superintendent.

C. The evaluation process will include development of a professional portfolio.

D. The Superintendent will meet with each Administrator to discuss the yearly evaluation. The completed evaluation will be delivered to the respective Administrator by the Superintendent by July 15th. The Administrator will acknowledge by signature that he/she has seen the evaluation and may attach a written response to be signed and dated by the Superintendent.

E. **Non-tenured Administrators**

- i. Non-tenured administrators will be evaluated twice annually by the Superintendent. The Superintendent will discuss performance to date with the Administrator within six (6) months of beginning employment.

2. The Superintendent will meet with the Administrator to discuss each evaluation. The completed evaluation will be signed by the Superintendent and non-tenured Administrator.
3. The non-tenured Administrator may attach a written response to the evaluation.
4. An indication of the Administrator's status in respect to continued employment will be forwarded in writing by the Superintendent to the non-tenured Administrator by March 1 of the year in which a tenure decision must be made by the District.

ARTICLE V **PROTOCOL**

A. Complaints by staff members, parents of students, students, community organizations or other parties, which are directed towards an Administrator shall be called to the Administrator's attention as soon as practical by the Superintendent and if an answer is called for, the Administrator shall have the opportunity to reply.

B. If the above complaint could possible have an effect upon the continued employment of the Administrator, the Administrator shall promptly be given the opportunity for discussing the matter with the complainant in the presence of the Superintendent and a member of the Administrative Association and the Administrator should have the opportunity to make a written reply to the Superintendent. Administrators are not expected to respond to unsubstantiated, non-specific or anonymous complaints nor should they be part of an Administrator's evaluation or file.

C. No material derogatory to an Administrator shall be placed in any file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed. The Administrator will also have the right to submit a written reply to the material and his/her answer shall be reviewed by the Superintendent, initialed by the Superintendent, dated and attached to the file copy.

D. When the Superintendent has made a preliminary determination that an Administrator is not satisfactorily carrying out his/her professional obligations, the Association shall be apprised of the situation.

ARTICLE VI
RIGHTS AND RESPONSIBILITIES
OF ADMINISTRATORS

A. An Administrator may serve as an advisor, as required, to the Board's negotiation team in its negotiation with other employee units. None of the duties performed in accordance with the section shall constitute a basis for "managerial" designation under section 201 (7) of the Taylor Law.

B. Relieving teachers of non-instructional duties in pupil supervision shall not be added to the duties of Administrators except in emergencies of short duration.

C. The building principal shall be consulted by the Superintendent or his/her designee prior to action affecting personnel, program, within that building or room changed in that building.

D. Each member covered by the Agreement shall perform the duties outlined in Elementary and Secondary Administrators roles and duties as stated in the Board Policy Handbook and such additional duties as may reasonably be required.

E. All Association members will become familiar with, respect and diligently enforce the provisions of all other collective bargaining agreements entered into between the Superintendent and Board of Education and other employee organizations or unions. The Board of Education's negotiating team will obtain input from members of the Association on negotiations prior to the beginning of the negotiation process with any other employee organizations. At the conclusion of the negotiation process, the Board of Education's negotiating team will explain the new contract to members of the Association.

ARTICLE VII **GRIEVANCE PROCEDURE**

A. Stage I - A member of the association that feels aggrieved shall orally and informally confer with the Superintendent.

B. Stage II - If the grievance is unresolved at Stage I within ten (10) days, the aggrieved may request a formal review by the Superintendent. This request shall be in writing and shall include the facts of the grievance. The Superintendent will render his decision in writing within ten (10) days.

C. Stage III - If the grievance is unresolved at State II within 10 (10) days, the aggrieved may request a formal review of the determination by the Board of Education. This request shall be in writing and shall include the facts of

the grievance. The Board of Education will render its decision within ten (10) days.

D. Stage IV - If the grievance is unresolved at Stage III, within ten (10) days, the aggrieved may exercise the option to request non-binding advisory arbitration by filing a demand with the American Arbitration Association in accordance with its rules and procedures, such arbitration costs to be shared equally between the Board and the Association.

ARTICLE VIII **WORK SCHEDULE**

A. Administrators will work from opening day through the last day of the school calendar in accordance with the teachers calendar. During the period of time between the last day of the school calendar and the opening of school, Administrators will be allowed 15 vacation days to be coordinated with the Superintendent.

B. If an Administrator works during regularly scheduled vacation or snow days during the school year, the Administrator may use those days worked as compensation days during the summer months on a one to one basis up to five (5) days. These days may not be accumulated from year to year.

C. An Administrator is not required to surrender any part of his/her vacation time in the service of the District except in an emergency. An administrator may carry over up to ten (10) days of vacation time, from one contract year to the next.

ARTICLE IX
SICK LEAVE

A. Administrators shall be credited with 14 days of sick leave yearly. Administrators may accumulate up to 200 days sick leave, however, this maximum does not apply to unused personal leave which may be converted to sick leave at the conclusion of the school year. The Superintendent of Schools may require a physician's statement when an illness exceeds three days.

B. Sick leave days may be used for:

1. Individual personal illness.
2. Sickness in the immediate household family (sick leave will be granted when such sickness clearly requires the employee to be at home to care for the family members).

C. Bereavement Leave: Up to 5 consecutive sick days may be used for attending the funeral of an immediate family member. Time beyond 5 days shall be at the discretion of the Superintendent of Schools.

D. Personal Days

1. Four days may be used for personal use each year.
2. Consecutive days will not normally be granted. Where granted, such days will be exclusively at the discretion of the Superintendent.

ARTICLE X
INSURANCE/RETIREMENT

A. Health Insurance - Effective July 1, 1999 or as soon thereafter as may be implemented. The District shall provide Administrators with the Blue Shield of Northeastern New York PPO Plan (the "District Plan") except Janet Murray-Liberti shall continue in the Blue Shield of New York indemnity plan for so long as said plan is available to the District. The District shall provide the NPA prescription plan as part of health insurance in lieu of prescription coverage under the PPO Plan. The District may switch to a different plan so long as any new plan or carrier provides comparable benefits. The Cairo-Durham School Board of Education will pay 90 percent of the cost of health insurance for members of the Cairo-Durham Administrative Association bargaining unit. Each bargaining member will contribute the remaining 10 percent of the premium cost by payroll deduction from the Administrator's bi-weekly payroll check.

The contribution referred to above may be paid with pre-tax dollars in accordance with IRS Code 125.

B. Administrators eligible for health insurance may opt for an HMO insurance available from the District instead of the District Plan. Any premium costs of the HMO above the District Plan shall be paid by the Administrator.

C. The Cairo-Durham Central School Board will compensate Administrators who are eligible for health insurance and who opt out of the District Plan and any other health insurance in the following manner. Anyone covered with an individual plan will receive an annual rate of \$1,200.00. Anyone covered with with a two person plan will receive an annual payment of \$1,700.00. Anyone covered with a family plan will receive

an annual rate of \$2,000.00. The Administrator will be reimbursed with one annual payment with the last paycheck of the school year (June 30th). Any Administrator who elects to decline the health coverage and then later opts to return to the plan may do so, in accordance with any carrier rules, and the Administrator will receive their pro-rated check with the last paycheck of the school year. (Example: family plan participant who opts out for 3 months, $3 \times \$100.00 = \300.00 .)

D. Retiree Health Insurance - Administrators who (1) submit an irrevocable letter of resignation to the Board of Education at least 60 days prior to retirement, (2) voluntarily retire from service with the District in accordance with the rules and regulations of the New York State Teachers' Retirement System, (3) have at least five years of service with the District as an Administrator immediately prior to retirement, and (4) work the entire school year in the year of retirement, shall receive paid health insurance of the District Plan as follows:

1. The District shall pay 50% of the cost of premium for individual coverage and 35% of the cost for their dependents.
2. The Administrator shall, as a condition of continued participation in the District's health plan, pay the remaining premium costs to the District on a monthly basis.

E. Dental/Optical Insurance - Effective July 1, 2004, the District shall provide for individual premium coverage of dental/optical insurance annually. Unit members will assume costs to increase premiums for two person and/or family coverage.

ARTICLE XI
SENIOR SERVICE INCENTIVE

An administrator who retires with twenty (20) years of service in the Cairo - Durham Central School District, and who is eligible for retirement in accordance with the rules and regulations of the New York State Retirement System shall be paid \$18,000 by the district. Such payment shall be paid as a lump sum within one month following the effective date of such retirement.

ARTICLE XII
PERSONAL INJURY BENEFIT/
PERSONAL LEGAL REPRESENTATION

A. The District shall reimburse Administrators for the reasonable cost of replacing or repairing eyeglasses, hearing aids or similar bodily appurtenances not covered by Worker's Compensation or the District health plan, which are damaged, destroyed or lost as a result of identifiable acts of vandalism or violence suffered by an Administrator while the Administrator was acting in the discharge or duties within the scope of the employment. At such time an Administrator's glasses and/or hearing aid is damaged or destroyed, the Administrator will make application for replacement to the Superintendent of Schools.

B. Indemnity Against Claims - As provided in Section 3028 of the Education Law, the District agrees to hold Administrators harmless from any financial loss, including attorneys fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of an act or omission provided such Administrator, at the time of the act or omission complained of, was acting in the discharge of his or her duties within the scope of his or her employment, or under the direction of the District.

ARTICLE XIII

Administrators shall perform all of the duties at such time as are and have been customarily expected, and as may be reasonable required by the Board of Education and the Superintendent to carry out their responsibilities.

ARTICLE XIV **COMPENSATION**

A. Base salaries for 2004 - 2005, 2005 - 2006, and 2006 - 2007 shall be determined by multiplying the final 2003 - 2004 base salary of each administrator, as it may be affected by paragraph "B", by 3.5%.

B. In addition to the above base salaries, Administrators may be provided an additional one percent (1%) of salary upon satisfactory completion by all Administrators of "common goals" in each contract year. The "common goals" shall be mutually developed by the Administrators and Superintendent by October 1st of each school year. These goals are to be both challenging and "doable". In the absence of such agreement, said goals shall be established by the Superintendent. By the next July 1st, the Superintendent shall determine if all Administrators have satisfactorily completed the "common goals". The Superintendent is the sole evaluator of whether these goals have been accomplished. If so, the 1% base salary increase shall be paid retroactively for the school year for which the goals were set. In such case, the Administrators' succeeding year(s) salaries for the period of the Agreement shall be readjusted.

C. In addition to her base salary and the common goals incentive above, Kristen Reno shall receive an annual stipend of \$4,000. The stipend will be awarded annually for the additional assigned duty of Director, Professional

Development Plan, K - 12. The parties agree that the stipend shall not be added to the base salary for the purpose of computing the percentage increases for the 2005 - 2006 and 2006 - 2007 school years.

D. Sick Leave Buy Back Upon Retirement -

1. Effective July 1, 1999, Administrators who (1) submit an irrevocable letter of resignation to the Board of Education at least 60 days prior to retirement, (2) voluntarily retire from service with the District in accordance with the rules and regulations of the New York State Teachers' Retirement System, and (3) work the entire school year in the year of retirement, shall be paid \$40 per day for each accrued sick leave day for 150 days upon retirement.
2. Administrators may use sick leave accrued by them in the District prior to July 1, 1999 for this benefit.

E. Graduate Credit Hours - An Administrator employed in the District shall be eligible to receive compensation for graduate credits at the rate of \$54 per credit. This compensation will be for credits beyond those needed for certification that have been taken after July 1, 1992.

F. Members of the CDAA unit are eligible for any New York State Retirement Incentives.

ARTICLE XV
CONFORMITY TO LAW SAVING CLAUSE

A. Conformity to Law - If any provision of the Agreement or any application of the agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

B. Notice Required by Section 204-a, Civil Service Law

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTIONS 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 XVI
DURATION OF AGREEMENT

This agreement shall take effect July 1, 2004 and shall continue in full force through June 30, 2007.

IN WITNESS WHEREOF, the District and the Association have signed and ratified this Agreement on _____.

CAIRO-DURHAM ADMINISTRATORS ASSOCIATION

By _____
Jarret Murray-Schuti
Unit President

CAIRO-DURHAM CENTRAL SCHOOL DISTRICT

By: _____
William Zwick
Superintendent of Schools

By: _____
August H. Zeman
President, Board of Education