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AD1/8198

AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS
of the
VICTOR CENTRAL SCHOOL DISTRICT
and the
VICTOR ADMINISTRATOR AND SUPERVISORS ASSOCIATION

Effective July 1, 2005 through June 30, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

17



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ARTICLE I Recognition

The Superintendent of Schools of School District #1, Towns of Victor, Farmington, and East Bloomfield. Ontario County, and Perinton in Monroe County, hereinafter sometimes referred to as the "District", has recognized the Victor Administrators and Supervisors Association (VASA), hereinafter sometimes referred to as the "Association", as the exclusive bargaining agent for the unit described as follows:

Educational Administrators as used in the contract shall be defined as all full-time and part-time employees, to include Principals, Assistant Principals, Director of Pupil Personnel Services, Director of Physical Education and Athletics, Director of Special Projects and Programs, and Director of Computer Services. Support Service Administrators to be known as Directors as used in the contract shall be defined to include the Director of Transportation, Director of Food Services, and Director of Facilities and Operations.

Excluded: School Business Official, Assistant Superintendent for Instruction Pre K- 6, Assistant Superintendent for Instruction 7-12, Director of Human Resources and all other employees.

The parties hereto shall discuss and agree mutually on matters of common concern, including salaries, wages, hours, and other terms and conditions of employment and the administration of grievances arising thereunder.

ARTICLE II Management Rights

The parties agree that the administration of the Victor Central School District and the direction of the working forces are solely and exclusively the function and prerogative of the District and its administrators/directors. All the rights, functions, and prerogatives of the administration and the exercise thereof which are not expressly modified by one or more specific provisions of this Agreement are reserved and retained exclusively by and to the District and are not subject to arbitration or negotiation during the terms of this Agreement.

The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the District pursuant to the Education laws of the State of New York except as these policies are modified by the terms of this Agreement.

ARTICLE III
Association Representation

Within five days after Association Officers and the Grievance Committee Chairperson are selected, and subsequently as changes occur, the Association shall notify the Superintendent in writing of the names of the administrators/directors who have been so selected.

ARTICLE IV
Grievance Procedure

Introduction. The Association and the Superintendent shall jointly interpret this Agreement during its duration in a sincere effort to obviate grievances. Should differences arise between the administrators/directors and the district with respect to the terms and provisions of this Agreement, an earnest effort shall be made to settle such differences promptly. In all instances where the Association's representative is mentioned, it is understood that the President of the Association may designate another member of the Association to replace that officer.

Definition: The term "grievance" as used in this Agreement shall mean any claimed violation of the specific terms of this contract.

All grievances shall be presented and processed promptly according to the following procedure:
Grievance Steps:

Step 1: The aggrieved administrator/director shall present the grievance in writing to the Superintendent as soon as possible and in all events no later than twenty regular work days after the administrator/director or the Association knew or should have known of the alleged action which led to the grievance. Within ten regular work days after receipt of the written grievance, the administrator/director, the Association's representative (if so requested by the administrator/director) and the Superintendent shall meet to discuss the grievance. Within ten regular work days after such discussion, the Superintendent shall submit her/his written response to the administrator/director and the Association representative, if such representative was a participant in the discussion pertaining to the grievance.

Step 2: If the written response in Step 1 does not resolve the grievance, the administrator/director or the Association's representative may request in writing a hearing before the Board of Education. This request will be made to the President of the Board within ten regular work days following receipt of the written response in Step 1 above. The Board shall answer the request in writing, giving the time and place of the subsequent meeting. The Step 2 meeting shall be scheduled as soon as practicable, and the Board of Education shall respond in writing to the Association within fifteen (15) regular work days after the hearing has been held.

Time Limits: All time limits set forth in this Article shall be strictly adhered to unless the parties agree to an extension of such time limits in writing in one or more steps. In the event there is a violation of any of the time limits by the Association, the grievance shall be declared null and void. In the event there is a violation of any of the time limits by the District, the grievance may be advanced to the next applicable step of the grievance procedure.

Grievances: All grievances presented in writing shall contain the following:

1. a statement of the fact(s) upon which the grievance is based;
2. the section of the written agreement alleged to have been violated; and
3. the corrective action requested.

When a grievance originates which includes two or more administrators/directors, one aggrieved administrator/director will be selected by the Association to act for the group as the aggrieved administrator/director throughout the various steps of the grievance procedure.

The Administration and the Association shall be responsible for taking their own notes during each step of the grievance procedure and maintaining their own individual grievance records. Both parties shall be entitled to a copy of all written documents submitted during any step of the grievance procedure.

The preparation and processing of grievances, insofar as practical, shall be conducted after the hours of employment.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The above records shall be available for inspection by the aggrieved administrator/director and/or VASA representative and the Board and the Superintendent, but shall not be deemed a public record.

ARTICLE V

Binding Arbitration

All grievances which have not been settled by the Grievance Procedure outlined in Article IV, Grievance Procedure, shall be subject to binding arbitration at the request of the Association. No items of dispute may be submitted to binding arbitration which are not within the terms of this Agreement or which are intended to question or limit the exercise or non-exercise of rights exclusively reserved to the District.

If the Association desires to request binding arbitration, the following procedure will be followed:

The Association shall notify the District in writing of its desire to submit a grievance to binding arbitration within ten working days following the receipt of the written reply, as provided in Article IV, Grievance Procedure, last sentence, Step 2.

Upon receipt of this written notice provided for in the above paragraph, the parties will jointly attempt to agree on a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from such arbitrator to serve. If within ten regular working days following written notification requesting arbitration the parties are unable to agree upon an arbitrator and/or unable to obtain a commitment from such arbitrator to serve, the moving party of the grievance shall file a demand for arbitration with the American Arbitration Association in accordance with the rules of that Association. The decision of the arbitrator shall be binding.

The jurisdiction of the arbitrator shall be limited to the adjudication of grievance, and s/he shall have no power to arbitrate away in whole or in part, or to add to or subtract from or modify any of the express provisions of this Agreement. The arbitrator shall confine her/his decision solely to the issue(s) submitted to her/him by the parties, and her/his decision shall be binding.

The fees and expenses of the arbitrator and the costs for the hearing room will be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE VI

Professional Performance Review

Administrators/directors will meet at the beginning of each school year (July) with the Superintendent to plan appropriate goal development and activities for the year. The administrator/director will submit written goal statements to the Superintendent of Schools by August 30. In the same way, Assistant Principals will meet with the Principal of their respective schools to plan appropriate goal development and activities for the year. The Assistant Principals will submit written goal statement by August 30, with copies to the Superintendent of Schools for his/her review and approval.

All administrators/directors will submit an appraisal of their work to the Superintendent by May 1 of each year. This will be in narrative form and will use the content of the professional performance review as a guideline. The professional performance review will be completed by the Superintendent of Schools for each administrator/director by June 1 of each school year. The professional performance review for each Assistant Principal will be completed by the respective Principal by May 15 of each school year, and submitted for review and input by the Superintendent of Schools.

The Superintendent may establish additional administrator/director conferences with non-tenured, or tenured, individuals as needed. The administrator/director may also request additional conferences with the Superintendent within reasonable time frames for both parties.

The written professional performance review should be preceded by a conference between the administrator/director and the Superintendent. The administrator/director may attach a statement to the professional performance review, which will be part of the official record and personnel folder. When an administrator's/director's performance does not meet district expectations, a plan for improvement may be developed by the Superintendent, an Association representative, and the administrator/director. The Plan for Improvement shall include:

- identification of concerns relating to the expected behaviors;
- suggestions for improvement;
- establishment of specific timelines; and
- provision of adequate resources to facilitate the improvement.

The plan for improvement will be supervised by the Superintendent. The evaluation of the administrator's/director's performance under the Plan for Improvement shall be the responsibility of the Superintendent.

ARTICLE VII

Excellence In Administration/Supervision

Professional Development

The purpose of professional development is to enhance the administrator's and director's commitment to children and education within a life-long process and recognize one's own obligation to plan for self-improvement. To accomplish this, the administrator/director must be aware of the various needs of students, parents, teachers, the Board of Education, and the community as they are defined by various needs assessments.

A professional development program for administrators and directors should be directly related to our school's mission and challenges. The program should combine scholarship and leadership practices. The professional development should be an expectation of the district for its administrators and directors and should be collaboratively designed to ensure the best possible outcomes for our students. This program should include:

- assisting administrators/directors to further their abilities to effectively use information concerning students (authentic assessment) and to work with teachers to engage them in decision-making to improve student learning.
- combining vision and processes to link resource allocation to appropriate instruction or program/services identified through student descriptors or service needs of students.
- modeling a learning community which will be self-perpetuating and part of the expectations in the district for all administrators and directors.

Skill areas in the professional development program should include:

- Assessment
- Planning
- Research and Development
- Resource Maximization
- Envisioning
- Human Relations
- Outcomes/Standards
- Evaluation
- Clinical Supervision
- School Culture and Climate
- Communication

Acquisition of skills within a professional development program might be accomplished in a variety of means:

- Workshops
- Conferences
- College Courses
- Visitations
- Staff Exchanges
- Individual or Small Group Research
- Publications
- In-service
- Mentoring Coaching for Administrators/directors

A program should: be individualized, allowing administrators/directors to design a specific program compatible with the guidelines as established by the NYSED, enhance the concepts and values of the Victor Central School District, and relate continuing professional growth with the District's hiring and continued employment practices. It is understood that monies for the "Excellence in Administration" program are to be used in the areas specified above and are not for administrative salary remuneration.

Criteria for approval for a program in Excellence in Administration must meet these conditions as determined by the VCS Superintendent and VASA representatives selected by the Association. The committee will be comprised of four individuals, two appointed by the Superintendent and two appointed by VASA.

The activity meets the needs as expressed in the goals and objectives of VCS. The activity meets the formal and informal needs of the school district and/or individual.

The activity may begin or continue some work valuable to the district or profession. The activities must be beyond those which are generally expected through contractual obligations or professional assignment.

Programs in Excellence in Administration will be considered when written application (Application-Appendix A) is made by April 1 or November 1 preceding the school semester in which the activity is to occur. The VCS District will allocate a sum of \$12,500 to such planning and programs exclusive of college course reimbursement. It is understood that if an administrator/director utilizes the college courses option in any given year, that individual is excluded from the other options for funding in this program. College course reimbursement shall not exceed three courses annually that will be reimbursed for no more than the per credit hour tuition rate of the New York State University of Buffalo graduate school. The applicant must be informed as soon as possible of the status of the application.

Plans which are rejected or in need of modification shall be returned to the applicant with a written statement from the committee of reasons why the plan/activity was not approved. When a proposal has been rejected, the applicant may reapply within thirty days. The committee's consideration of this reapplication must be made within ten days after receipt of the appeal.

In the event the applicant chooses not to agree with the findings of the committee, the individual may appeal in writing within ten days to the Superintendent. The Superintendent's decision is final and will be communicated to the committee and the applicant within ten days.

ARTICLE VIII Personnel File

Upon two days prior notice, administrators/directors who are members of the negotiating unit shall be provided an opportunity to review their personnel file, except for pre-employment references and credentials, in the presence of the Superintendent of Schools or her/his designee. Copies of any materials, with the exception of pre-employment references, shall be provided to the administrator/director in advance of their being placed in that individual's personnel file.

Such administrator/director shall have the right to add statements or responses to the file in connection with any matters therein contained which that administrator/director deems to be adverse.

In accordance with the foregoing, personnel files shall be available for inspection at a time mutually agreeable to such administrator/director making the request and the Superintendent of Schools.

ARTICLE IX Job Elimination

In the event that the District is considering the elimination of any administrator/director position, the Association will be notified in writing. Such notice will be made no later than thirty (30) calendar days before the proposed elimination is presented to the Board of Education for decision and thirty (30) days before the end of the school year. The Board will, if requested by the Association, meet to discuss the elimination with representatives of the Association. The discussion will include, but will not be limited to, possible alternatives to the elimination. The District will provide health insurance to the administrator/director terminated due to job elimination for a period of 180 days after termination unless employed elsewhere and/or it is an administrative cap violation.

ARTICLE X
Leaves of Absence

A. Sick Leave

Upon employment, each administrator/director will be credited with ninety sick days, except when the staff member has been an employee of the Victor Central School District immediately prior to their membership in this unit. In that specific case, additional days will be granted only if the staff member has fewer than ninety days when entering the unit. As of July 1 each year, an additional fifteen sick days will be credited to each administrator/director, cumulative to a maximum of two hundred forty days. Sick leave shall be defined as personal illness or injury; and dental, optical, or medical appointments of the administrator/director or his/her immediate family. Additional days may be allowed subject to the discretion of the Superintendent. The administration may require a medical opinion relative to such illness or injury.

Immediate family shall include spouse, children, parents, significant others, and/or persons living in the household.

B. Bereavement

Three paid days during any one school year (July 1 to June 30) shall be allowed for the death of someone in the family or close friend of the administrator/director. These days may be cumulative as sick leave. Additional days may be allowed subject to the discretion of the Superintendent.

C. Personal Leave

Any administrator/director shall be eligible for three paid days during any one school year to be used for personal business which cannot be conducted except during the academic school day. In the event of an emergency and the administrator/director has used all personal days, the administrator/director may make written application to the Superintendent requesting permission to use a sick leave day.

Whenever possible, a written request for a personal day shall be submitted to the Superintendent no later than two days in advance, indicating the dates of such request, and the signature of the requesting unit member. A specific reason for days of personal obligation shall not be required or requested. Any unused personal days shall accumulate as sick days at the end of the school year.

D. Visitation Days

Visitation days may be granted to an administrator/director upon request to the Superintendent for the purpose of observing and strengthening the instructional program of the District. Such visitation will occur with no loss of pay or accrued time.

E. Leaves Without Pay

Whenever possible, administrators/directors desiring leaves of absence without pay, other than maternity, adoption, or extended sick leave (a discretionary leave), shall file a written request for such leave with the Superintendent by February 1 of the school year prior to that in which the leave is desired. The District Administration may require a physician's statement of fitness to perform the duties of the position in the case of an administrator/director returning from any leave of absence which includes a period of disability. An administrator/director returning from a leave of absence without pay before the start of a new semester shall be reinstated to her/his former position, if available, or if not, a position in one's tenure area.

F. Leave for Armed Forces

Administrators/directors entering the Armed Forces or similar service such as Peace Corps shall be reinstated to their tenure area in accordance with applicable Federal Law.

G. Child Care Leave

Child care leave will be administered subject to the provisions of the Family and Medical Leave Act (FMLA.) An administrator/director will be granted a child care leave provided that the person provides at least ninety days notice prior to the commencement of the leave. Such notice is to be provided so the District will have the opportunity to obtain a qualified substitute. The written request for child care leave shall include the date when the leave is to commence as well as the anticipated date of return from the leave. The child care leave shall be for a period of one year commencing from the date the leave is taken. An additional one year extension may be considered by the Board of Education. Return from a child care leave must occur at the beginning of a semester. Notification to the District of the return from child care leave must be made by March 1 for both ten and twelve month employees and by October 1 if the return will be for second semester. The administrator/director will be reinstated to their original position if available, or if not, in their area of certification. The individual will have the option of continuing dental and health insurance coverage through the group plan at the administrator's/director's expense during the child care leave, subject to the provisions of the FMLA and the Consolidated Omnibus Reconciliation Act of 1986 (COBRA,) as amended.

Any disabilities resulting from, or contributed to, by pregnancy related causes or recovery, are for all job related purposes, temporary disabilities and will be treated as such under the guidelines of health, sick leave, or disability as applicable under a physician's written approval and/or verification.

H. Adoption Leave

A leave of absence shall be available upon request for a period not to exceed one year to an administrator/director adopting a child. An additional one year extension may be considered by the Board of Education. All conditions of child care leave shall apply. However, it is understood the leave may commence sooner than the ninety days provided that sufficient verification of such adoption that the leave is a necessary condition of the adoption. If such an emergency time frame occurs, it is understood that the administrator/director will make every effort to assist in the transition. A maximum of two days with pay may be taken for the legal proceedings associated with the adoption of a child. Before resorting to days under this, an administrator/director must have exhausted the appropriated personal leave.

**ARTICLE XI
Vacation Schedules**

A. Vacation Schedules for Administrators/directors Employed Twelve Months a Year.

Years of Service	Vacation Days
1 st year	20 days
2 nd year	22 days
3 – 7 years	23 days
8 - 11 years	24 days
12 or more years	25 days

Upon employment, an administrator/director will receive 1.66 vacation days at the beginning of each month through June of the first year of employment. An employee who has not completed the first year of employment shall receive 20 days on July 1.

Vacation time is calculated on a twelve month basis, however, the administrator/director may take the vacation time allotted within a fourteen month period.

Any administrator/director shall have the option of taking vacation days at any time during the contract year with the Superintendent's approval. Administrators/directors may use vacation days when school is closed due to emergency conditions.

Administrators/directors will not be charged vacation days when roads which must be traveled to work or the campus are closed by the local or state authorities.

Upon termination of service due to resignation or retirement, the administrator/director will be compensated on a prorated basis based upon the time he/she worked in the final school year for any unused vacation days.

Should an administrator's/director's death occur while he/she is actively employed by the District, compensation for unused vacation days which have accrued during the final year of employment will be made to the administrator's spouse or designated beneficiary, regardless of years' service to the District.

- B. Beginning with the 2006-2007 school year, up to five (5) vacation days earned but not used during that school year may be submitted for payment. The administrator must request payment for the unused vacation days by August 31st for payment during September, and will at that time, certify the accuracy of the vacation dates recorded on their calendar. Such days will be paid at 1/260th of the value of the day in the year in which it was earned.
- C. Fourteen paid holidays shall be designated as follows: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Years Eve Day. When any of these designated holidays fall outside the standard work week, the parties will agree on an alternate holiday, subject to the constraints of the school year calendar. Alternate holidays may be scheduled in any given year, subject to the approval of both parties to this contract.

The District may designate up to two of the named holidays as work days for the purpose of administrative workshops and planning with the agreement of the Association. The dates must be designated and agreed upon by August 1 preceding the school year. Administrators/directors will be credited with an alternate holiday for any day so agreed upon.

ARTICLE XII

Retirement for Administrators/Directors

A. Retirement Plan

Administrators who are eligible for retirement in the New York State Retirement Systems and who meet the following eligibility requirements shall be permitted to retire effective at the end of the school year, June 30, and shall receive the benefits based on eligibility listed below:

1. Eligibility

- a. At least ten consecutive years of full-time service in the Victor Central School District immediately prior to retirement.
- b. At least fifty-five years of age at the time of retirement.
- c. Submit an irrevocable written letter of resignation to the Board at least by January 1 of the year of retirement.
- d. Retire on June 30 of the school year in which the member is first eligible for retirement without penalty under the provisions of the New York State Retirement Systems, or on June 30 in the school year immediately following. An employee who meets eligibility standards a, b and c above may elect to retire prior to becoming eligible for retirement without penalty.

2. Compensation

The amount of the retirement incentive will be 37% of the final salary, exclusive of extra pay or stipends, not to exceed \$30,000. At the discretion of the Superintendent the resignation deadlines and date of retirement may be waived. The retirement incentive payment shall be processed according to the terms of a letter of understanding signed by the parties in March 2004 and attached as an addendum to this contract, so long as that agreement complies with all applicable laws.

B. Health Insurance

For unit members who retire from the Victor Central School District and have at least ten (10) years of credited service in the District, the District will pay the same premium percentage as paid for current unit members. At age sixty-five, premium payments will continue to be paid as indicated above for the Medicare Blue Choice or similar plan which supplements the Medicare Health Insurance Program. This benefit will continue only until the unit member attains the age of seventy (70.) Should the death of the administrator/director occur prior to age seventy (70), the District will continue the payment of the premiums for the administrator's/director's spouse until the date on which the administrator/director would have become seventy (70) years of age. If an administrator/director obtains other employment after retirement, the District will not pay for duplicate coverage if health insurance is available with the new employer.

- C. The current contract language will remain in effect until June 30, 2009.

ARTICLE XIII Health Insurance

The Board of Education agrees to continue the hospital/medical and dental insurance plans in effect on July 1, 2001, or comparable insurance plans, mutually agreed upon by the District and the Victor Administrators and Supervisors Association applicable to all persons covered under this agreement.

Effective July 1, 2001, all members of the bargaining unit will contribute 10% toward the cost of the premium for the health insurance program selected. Any unit member hired on or after July 1, 2001 will contribute 10% % toward the cost of the premium for Blue Choice Select health insurance, with the District contributing 90% of the cost of the premium for Blue Choice Select. If the employee selects another health insurance program, the unit member will be responsible for any additional premium which is in excess of the District's cost for Blue Choice Select.

Effective July 1, 2003, all members of the bargaining unit will contribute 10 % toward the cost of the premium for Blue Choice Select health insurance, with the District contributing 90% of the cost of the premium for Blue Choice Select. If the employee selects another health insurance program, the unit member will be responsible for any additional premium which is in excess of the District's cost for Blue Choice Select.

Effective July 1, 2003, members of the bargaining unit may elect to carry the Blue Point 2 managed health care plan with the District paying 95% of the total premium.

Effective July 1, 2008, the employee health insurance premium share for all unit members will change to 10% of the total premium for Blue Point 2 Select. For those choosing a different health insurance plan, the school district will pay no more than 90% of the premium for Blue Point 2 Select.

Effective July 1, 2001, all members of the bargaining unit will contribute 20 % of the premium cost for their dental insurance.

The school district will automatically process the employee's contribution through a pre-tax flexible spending account when permissible under Internal Revenue Service regulations.

Effective July 1, 2001, any unit member who elects not to take health insurance coverage from the school district shall receive annual compensation totaling \$1,200. That compensation will be made in two equal payments in January and July of each school year, each payment being made at the end of a six month period in which health insurance coverage is declined. In order to be eligible for this compensation, the unit member must provide proof of coverage by another carrier. In the event that the unit member loses the other coverage due to unforeseen circumstances, and elects to rejoin the school district plan, the stipend will be prorated accordingly.

ARTICLE XIV

Life Insurance for Administrators/Directors

The District will provide a basic term life insurance policy equal to 1.5 times the amount of the administrator's/director's annual salary to a maximum of \$200,000 while the individual is actively employed by the school district.

After retirement an individual may choose to continue their life insurance policy through the district program at that individual's expense.

ARTICLE XV
Disability Insurance for Administrators/Directors

The District will provide a disability insurance policy which will reimburse the administrator/director up to 60% of her/his annual salary, based on a deductible period of 90 days or the individual's total accumulated sick leave, whichever is greater.

ARTICLE XVI
Medical Expenses Reimbursement Plan

In July of each school year, the school district will allocate \$400 to an approved IRS section 105 account for each individual member employed on that date. The purpose of such plan is to provide reimbursement for qualified medical expenses not covered under health or dental insurance.

ARTICLE XVII
Non-Resident Student

A dependent child of a member of the Association shall be permitted to attend classes in the Victor Central School District for grades pre-K through 12 without the payment of tuition providing that an educational program or placement for the child and space are available. In the event that the cost of tuition for the child would be in excess of the cost of tuition for a regular program placement, the member of the Association will be required to pay the difference between the regular tuition rate and any additional tuition costs.

ARTICLE XVIII
Salary

- A. Effective on July 1st of 2005, 2006, 2007, and 2008, administrators covered by the Agreement shall receive a base salary increase of 3.0%. The July 1, 2005 salary increases shall not apply to administrators hired for, or promoted in, the 2005/2006 school year.

- B. Each unit member shall receive an additional increase in salary on each July 1 in years 2005, 2006, 2007, and 2008 on the basis of their evaluation by the Superintendent on the annual professional performance review conducted prior to each July 1. The salary increases are as follow:

Overall Performance Rating		Asst. Principals and Classified Directors	Principals and Instructional Directors
		% Increase	% Increase
Exemplary	(42-45)	1.250	1.250
Exemplary	(38-41)	1.125	1.125
Exemplary	(34-37)	1.000	1.000
Proficient	(29-33)	.875	.875
Proficient	(25-28)	.750	.750
Proficient	(20-24)	.625	.625
Needs Improvement	(0-19)	0	0

The evaluations of administrators, and the determination of their associated salary increases, shall not be affected by budgetary considerations. The determination of the Superintendent is final and binding and not subject to further appeal under Article IV of this Agreement.

- C. For each administrator who receives an overall performance rating not less than "Proficient," the school district shall make a contribution that year into an approved IRS 457(f) tax deferred compensation program. The contribution for scoring in the "exemplary" range (34-45 points) will be \$2,000. The contribution for scoring in the "proficient" range (20-33 points) will be \$1,000. Each employee's share in this program will be 50% vested after the completion of 5 years, with vesting rights increasing by 10% annually so that a unit member will be 100% vested after the completion of ten years. For current employees, the first year of eligibility will begin on July 1, 2001. For future employees, eligibility begins on their date of employment as a unit member. The plan described in this section is subject to initial and on-going IRS approval. The unit member is eligible to receive this benefit only if they retire from employment, or separate from employment due to disability, death, or voluntarily to take employment with another school district.

ARTICLE XIX

Terms Subject to Governmental Ruling

If any of the terms of this Agreement are in violation of applicable State and Federal Law or rulings of any State or Federal agency having cognizance in such matters, or of any changes in such laws or rulings, then only that portion of this Agreement specifically affected by such laws or rulings shall become superseded, and the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement. 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 been given approval. If any section of this Agreement is deemed unenforceable, the parties will, within fifteen days notice from either party, meet to negotiate the impact of the change.

ARTICLE XX
Complete Agreement

This agreement constitutes the entire agreement between the District and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the District and the Association have considered all matters lawfully subject to collective negotiations. This agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party, in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement. All terms and conditions or employment not covered by this agreement, shall continue to be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this agreement.

ARTICLE XXI
No Strike Pledge

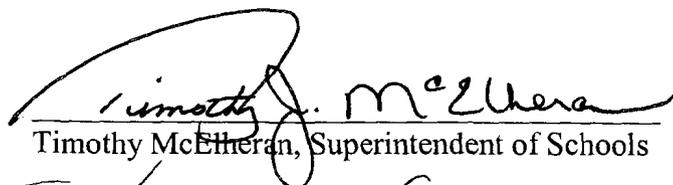
The Association hereby affirms that it does not assert the right to strike against the School District, to cause, instigate, encourage, or condone any strike or to impose an obligation on its membership to do the same.

ARTICLE XXII
Duration of Agreement

This agreement shall be effective retroactively to July 1, 2005, and shall continue in full force and effect through June 30, 2009 unless either party hereto gives to the other party notice in writing of a desire to terminate or modify said Agreement.

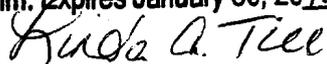
Termination: The parties shall, in the event of notice of termination or modification under the provisions hereof, commence negotiations concerning amendments to the Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals 18th day of October, 2006.


Timothy McEthernan, Superintendent of Schools


Danielle Dehm, President
Victor Administrators and Supervisors Association

LINDA A. TICE
Notary Public, State of New York
Qualified in Ontario County #01TI6140414
My Comm. Expires January 30, 2010



APPENDIX A

Application for Excellence in Administration/Supervision Professional Development

(Due by April 1 or November 1 preceding the school semester in which the activity is to occur.)

Name: _____

Position: _____

Date of Application: _____

Inclusive Dates of Project

From: _____ To: _____

Projected Total Cost: _____

Signature of Immediate Supervisor: _____

Signatures of Professional Development Committee Panel:

District Office Membership (2)

VASA Membership (2)

Date (Approved): _____

Date (Not Approved): _____

Date (Modifications): _____

Attach written explanation for projects which are approved or in need of modification.

Narrative

The narrative must describe how your intended program will enhance the concepts and values of the Victor Central School District, and how it will impact and enhance the skills of other District administrators and directors. In addition, the narrative should delineate how:

- The activity meets the needs as expressed in the goals and objectives of VCS.
- The activity meets the formal and informal needs of the District and/or individual.
- The activity may begin or continue some work valuable to the District or professional.
- The activities must exceed those which are generally expected through contractual obligations or professional assignment.

BUDGET

Purchase Services:

Include consultants (per them rate), rentals, and other contractual. Copies of contracts must be included. Specify when purchased services are from BOCES.

Description of Item	Provider of Services	Calculation of Cost	Cost
---------------------	----------------------	---------------------	------

Subtotal: _____

Supplies and Materials:

Include computer software and books. Equipment is not allowed.

Description of Item	Quantity	Calculation of Cost	Cost
---------------------	----------	---------------------	------

Subtotal: _____

Travel Expenses:

Include such items as consultant travel, conference costs, and travel between instructional sites. Specify agency approved mileage rate for travel by personal car or other.

Position of Traveler	Destination/Purpose	Calculation of Cost	Cost
----------------------	---------------------	---------------------	------

Subtotal: _____

BUDGET SUMMARY

Purchased Services:

Subtotal: _____

Supplies and Materials:

Subtotal: _____

Travel Expenses:

Subtotal: _____

GRAND TOTAL: _____

