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**Contract Database Metadata Elements**

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Union: **Administrative and Technical/Managerial Personnel**

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**PENN YAN CENTRAL SCHOOL DISTRICT**  
*Penn Yan, New York*

**PROFESSIONAL AGREEMENT**

**FOR**

**ADMINISTRATIVE**

**AND**

**TECHNICAL/MANAGERIAL PERSONNEL**

*July 1, 2007 through June 30, 2010*

**RECEIVED**

DEC 31 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **ARTICLE I: GENERAL**

The Superintendent and the Association recognize and declare that providing a quality education for the children of the district is their mutual aim, and that the character of such education depends largely upon the quality, dedication, and morale of the teaching service.

The Superintendent and the Association, with full awareness of the legal responsibilities and duty of the Board of Education to determine policy within the framework of the law recognize that the members of the teaching profession are particularly qualified and professionally obliged to assist in the formulation of educational policies and programs, and that these responsibilities and objectives can best be discharged and realized when mutual understanding, cooperation and effective communications exist within the district.

The Board of Education, through joint consultation, has agreed that a formal negotiating unit will represent the certified administrative professional staff and non-certified technical/managerial staff of the district.

The Association has heretofore affirmed that it shall not engage in a strike, and shall not cause, instigate, encourage, or condone a strike.

## **ARTICLE II: SCOPE**

- A. This Agreement shall cover the negotiating unit's members in all conditions of employment with the Board of Education, Penn Yan Central School District, and this Agreement shall apply alike to all personnel within the negotiating unit described herein, regardless of membership or lack of membership in the Association.
- B. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of both parties in a written amendment to this Agreement, signed by the original parties or their appointed successors.
- C. The work year for all unit members except the Director of Food Service shall be twelve (12) months. The work year for the Director of Food Service shall be eleven (11) months. The month during which the Director of Food Service shall not work shall be the equivalent of thirty (30) calendar days and shall occur during the months of July and/or August as determined by the Assistant Superintendent for Business.
- D. Past practices shall prevail. Personnel practices which are not specifically covered in this contract, but which are established over several years shall continue in effect.
- E. Rules, regulations and/or practices of the Board of Education and/or Superintendent of Schools which are contrary to or inconsistent with the terms of this Agreement may be items for further negotiations. Areas of continued disagreement will be resolved by arbitration as hereinafter stated.
- F. Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to, and consistent with, the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **ARTICLE III: NEGOTIATING PROCEDURE**

- A. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- B. At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final approval of the Association and the Board of Education.

### **ARTICLE IV: SAVINGS CLAUSE**

This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties. The remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

### **ARTICLE V: VACATIONS**

- A. Paid holidays (14) shall be granted unit members according to the following list:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Eve Day     | 8. Good Friday             |
| 2. New Year's Day         | 9. Memorial Day            |
| 3. President's Day        | 10. Veterans Day           |
| 4. Thanksgiving Day       | 11. July 4                 |
| 5. Day after Thanksgiving | 12. Labor Day              |
| 6. Christmas Eve Day      | 13. Columbus Day           |
| 7. Christmas Day          | 14. Martin Luther King Day |

- B. Paid vacation is to be provided each unit member, as follows:

- 1. Paid vacation of twenty (20) days per contract year are to be provided for each twelve (12) month unit member. Paid vacation of eighteen and one-half (18.5) days per contract year are to be provided for each eleven (11) month unit member.
- 2. For each additional five (5) years of continuous service with the Penn Yan School District, each unit member shall be provided an (1) additional day of vacation, up to five (5) additional days. The years of service shall be retroactive to the anniversary date of each unit member.

3. Days may be taken at any time throughout the school year, as long as it does not interfere with the educational process.
  4. If more than ten (10) working days in succession are requested, the prior approval of the Superintendent must be obtained.
- C. As of July 1 of each year, a unit member may roll over no more than ten (10) unused vacation days to be used in July and/or August of that same year. Any unused vacation days in excess of the (10) shall be forfeited. On or before September 1, unit members may request in writing to the Business Office to have any of the ten (10) unused vacation days added to their accumulated sick leave.
- D. In the event that the Superintendent or his/her designee closes schools due to inclement weather or road hazards, administrators will be expected to ensure that necessary building operations are provided for.

## **ARTICLE VI: INSURANCE**

The District is required by various provisions of the Education Law to provide certain insurance coverage and protection from certain liabilities and expenses for members of this unit. These are explained, as follows:

- A. Protection - The District will maintain insurance which allows it to apply for job-connected coverage for fire, extended coverage, or vandalism to personal effects of unit members. This coverage is limited to Five Hundred Dollars (\$500) for any one person per incident, and is conditioned upon such member notifying the Superintendent's Office, in writing, of any personal property damaged, immediately upon learning of such loss.
- B. Non-Monroe County Municipal School District Program (NMCSDP) – The District will provide employed unit member with coverage in the District's indemnity group health plan. The employed unit member may select family coverage, two-person coverage or individual coverage. The drug rider selected will be the \$5 drug rider. Effective January 1, 2008 those who remain in the District's indemnity group health plan shall contribute five percent (5%) toward the premium in 2007-08; eight percent (8%) toward the premium in 2008-09 and ten percent (10%) toward the premium in 2009-10. A unit member may elect to participate in the District's Point of Service group health plan. The employed unit member may select family coverage, family no spouse coverage, two-person coverage or individual coverage. The District shall contribute 100% of the annual cost for such insurance coverage. The drug rider selected will be the three tier program, \$5/\$20/\$35.

Unit members hired on or after July 1, 2004 will be provided with the District's Point of Service group health plan. The employed unit member may select family coverage, family no spouse coverage, two-person coverage or individual coverage. Effective January 1, 2008 the District shall contribute 100% of the annual cost for such insurance coverage. The drug rider selected will be the three tier program, \$5/\$20/\$35.

C. Changing Insurance Program

The District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program currently being

administered.

The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program currently being administered, through a program of self funding.

- D. Health Insurance - Upon the death of an administrator, the District shall offer the surviving spouse the same group health insurance coverage at the spouse's own expense to the extent permitted by law.
- E. Section 105 Plan - The district has agreed to establish a plan in accordance with Section 105 of the Internal Revenue Code in the amount of one thousand dollars (\$1,000) for each unit member. Effective January 1, 2008 the District has agreed to establish a plan in accordance with Section 105 of the Internal Revenue Code in the amount of one thousand dollars (\$1,000) for each unit member enrolled in the District's Point of Service plan; one thousand, three hundred dollars (\$1,300) for each unit member enrolled in the District's Indemnity Plan, or one thousand, seven hundred fifty dollars (\$1,750) for those who were enrolled in the District's Indemnity Plan but switch into the District's Point of Service Plan. The unit member may use this fund to pay for any out-of-pocket expenses incurred by the unit member or a member of his/her family for medical, optical or dental care, not covered by insurance. This fund may also be used for the payment of insurance premiums already held by the unit member. The unit member will submit copies of the bills to the plan administrator.
- F. Sick Leave Bank - The Board of Education and the Administrators agree to a sick leave bank. For administrators who have reached the 240 sick days the remainder may be placed in a sick leave bank if the administrator agrees. Administrators who have not reached 240 days may donate two (2) sick days to the sick leave bank.
  - 1. A sick leave bank will be established for use by unit members. The Sick Leave Bank is for the purpose of making additional sick leave available to unit members who are suffering from long-term serious illness or serious injury, and who have exhausted their personal accumulated sick leave. For the purposes of this provision, the definition of "long-term serious illness or serious injury" shall include only those serious illnesses or serious injuries which are unforeseen, long-term and/or catastrophic.
  - 2. The following criteria will be applied to the use, installations and management of the sick leave bank:
    - a. A unit member may elect to join the sick leave bank in July of any school year by donating only two (2) of his/her accumulated sick days to the bank.
    - b. Days donated by unit members are cumulative from year to year.
    - c. Reassessment of days shall only occur if the number of banked days falls to ten (10). If a member elects not to be reassessed, he/she will no longer be a member for the balance of that year, but may rejoin in a future year (see letter A above).
    - d. The President of the Penn Yan Administrators Association, in conjunction with the Superintendent of Schools, will administer the Sick Leave Bank.
    - e. Only bank members may draw from the bank, and to do so must:
      - 1. Have a documented, serious illness or serious injury,

2. Have exhausted their own accumulated sick leave,
  3. Apply to the Superintendent, in writing, within ten (10) working days prior to use of the bank, when possible.
- f. The Superintendent of Schools shall inform the association of the status of the Sick Leave Bank prior to October 15, of each year.
  - g. Bank members may draw a maximum of thirty (30) days per year from the bank.
  - h. Reassessment of days during the life of the contract may not result in the total number of days available to the unit members to exceed 240 days.

G. Section 125 Plan - The Penn Yan Central School District shall make available to unit members a BC/BS flexible spending plan. This program shall be at no cost to the Penn Yan Central School District. Enrollment periods shall be subject to appropriate BC/BS regulation.

1. The Plan shall be at no cost to the Penn Yan Central School District. For purposes of this agreement, a net cost exceeding one thousand dollars (\$1,000) will allow the District to seek discontinuance of the Plan. In order to facilitate a mutual understanding of the District's economic exposure, all financial accounts for the Plan will be made available to the Association at any time.
2. Enrollment periods shall be subject to appropriate Blue Cross/Blue Shield regulations.
3. Participating unit members who contribute to the Flexible Spending Plan \$1,000 or less per year may submit medical or dental expenses to Blue Cross/Blue Shield, up to their total contribution, at any time during that year. All participating unit members who contribute more than \$1,000 per year shall not submit to Blue Cross/Blue Shield any medical or dental expenses which exceed the \$1,000 amount until adequate funds to cover these additional expenses have been collected from the unit member through payroll deduction.
4. The participating unit members shall reimburse the District for any monies advanced on their behalf to cover non-reimbursed medical or dental expenses under the plan.
5. The Plan will run concurrent with the District's fiscal year. If at any time after the implementation of the plan, the Penn Yan Central School District determines that the Blue Cross/Blue Shield Flexible Spending Plan is exceeding the cost parameters as established in Section 1 of this agreement, and the unit members agree that those parameters have been exceeded, the parties may elect to discontinue the Plan for the following fiscal year and will not accept any new participants as of the date of the mutual decision to discontinue. Should the application of the cost parameters be in dispute, that dispute will be submitted immediately to expedited arbitration. The decision of the arbitrator shall be final and binding. Until such third party decision is rendered, the Plan shall remain in effect. In any event, the District will continue to sponsor the Plan for the remainder of the enrollment year.
6. Any unit member who wishes to enroll in the Plan must complete an enrollment form in June of each year.
7. The administrative fee shall be the responsibility of the participating unit member.



8. Any and all monies remaining in the fund at the end of any plan year shall be equally divided by the number of unit members who have enrolled for the next plan year. The resulting dollar amount shall be applied to the administrative fee referenced in the preceding paragraph above for each of those unit members so enrolled in the next plan year.

## **ARTICLE VII: LEAVES OF ABSENCE**

- A. Sick Leave - The Sick Leave Policy of the District will provide fourteen (14) days a year, cumulative to two hundred forty (240) days for twelve month unit members. For twelve (12) month unit members, up to seven (7) days of sick leave per year may be used for illness in the immediate family (defined as spouse and/or child and/or parent). In extenuating circumstances, additional sick leave may be granted by the Board of Education upon the recommendation of the Superintendent. Such additional leave must be requested in writing.

The Sick Leave policy of the District will provide thirteen (13) days a year, cumulative to two hundred twenty (220) days for eleven (11) month unit members. For eleven (11) month unit members, up to six and one-half (6.5) days of sick leave per year may be used for illness in the immediate family (defined as spouse and/or child and/or parent). In extenuating circumstances, additional sick leave may be granted by the Board of Education upon the recommendation of the Superintendent. Such additional leave must be requested in writing.

Unit members who have accumulated the maximum of 240 days during the term of the contract shall be paid for a maximum of 19 days of unused sick and personal leave at the end of each school year. The rate of pay is \$50 per day for the unused sick days over the maximum accumulation allowed. No unit member may accumulate an excess beyond the 240 days. Claim for payment not made by the unit member prior to June 30 each year shall be forfeited. Request must be submitted on a district claim form. Maximum payment available is \$950 per unit member.

At the time of retirement, a unit member who did not elect participation in any Statewide Retirement Incentive if offered by the Penn Yan Central School District or the Retirement Incentive at Article XI, may be eligible to receive compensation for accumulated sick leave days. The unit member must submit an irrevocable letter of resignation to the Superintendent of Schools no later than five (5) years after he/she first became eligible to retire without diminished retirement benefits from the New York State Teachers' Retirement System or Local Employees' Retirement System with an effective retirement date on or before June 30 of that school year. The unit member must also have at least ten (10) years of service in the Penn Yan Central School District, of which five (5) years of service were served as a full time certified administrator or director (as defined in this agreement) in the Penn Yan Central School District immediately preceding retirement. The payment shall be calculated based upon the unit member's accumulated unused sick days. Up to the first one hundred twenty (120) accumulated days shall be paid at the rate of one hundred dollars (\$100) each. Up to the next one hundred twenty (120) accumulated days shall be paid at the rate of twenty-five dollars (\$25) each. The unit member may elect to have the District retain this amount and utilize these funds for retiree health insurance premiums until exhausted.

- B. Personal Day Leave - Each twelve (12) month unit member will receive up to five (5) personal days and shall so notify the District Office in writing within five (5) work days after such use. Each eleven (11) month unit member will receive up to four and one-half (4.5) personal days and shall so notify the District Office in writing within five (5) work days after such use. Personal days not used will be

added to the sick leave accumulation annually.

- C. Bereavement – Unit members will be granted bereavement leave of one to ten days for each death in the immediate family (own grandparents, father, mother, sister, brother, wife, husband, child, mother-in-law, father-in-law, immediate relative of spouse or significant other. The intent of the leave is for the superintendent to grant one to three days as appropriate and to grant up to ten days when documentation is presented to the superintendent to justify long distance travel and/or performance of executor's duties. Bereavement days are not to be deducted from personal, vacation or sick days.
  
- D. Extended Leave - An extended leave of absence for personal reasons, without pay or increment, may be recommended at the discretion of the Superintendent. A member on leave of absence for a school year or more will notify the Superintendent of Schools of his/her intention to return to service at least five (5) months prior to the expiration of such leave.
  - 1. All benefits to which a unit member was entitled at the time of the commencement of his/her leave of absence, including unused accumulated sick leave, will be restored to him/her upon his/her return. He/she will be assigned to the same position that he/she held at the time said leave commenced.
  - 2. The salary for the members on leave of absence pursuant to the provisions of this Section of the first year of return shall be the salary of the year of application plus the negotiated increase of the year of return.
  
- E. Extended Study (Certified Administrative Personnel Only)
  - 1. Purpose

Extended study is intended to encourage and promote the professional advancement of the Penn Yan Central School District's administrative staff. By granting a leave of pay for a half year or a full year, it is expected and intended that the administrator will participate in recognized professional educational activities that will promote the improvement of that individual's performance as an educational administrator in the Penn Yan Central School District.
  - 2. Application
    - a. All full-time, tenured twelve (12) month unit members with at least five (5) consecutive years of service as an administrator in the Penn Yan Central School District may make written application for leave of absence for extended study. Henceforth in this section [E. Extended Study (Certified Administrative Personnel Only)], Leave of Absence for Extended Study shall be referred to as "Leave."
    - b. Applications shall be submitted to the Superintendent of Schools by March 15 (for Fall semester) or October 15 (for Spring semester) before the semester for which leave is requested. The Superintendent will review the request and thereafter make a recommendation to the Board of Education. The decision of the Board of Education shall be final.
    - c. Each written application must include a clearly worded proposal stating the definite purpose for which the Leave is requested and in what way(s) the administrator's participation in the recognized educational activities will improve his/her performance as educational administrator in the Penn Yan Central School District.

### 3. Leave

- a. Leave may be granted for projects or programs of one (1) full year or one-half year in duration. Half-year leaves should be taken in the first semester if at all possible.
- b. The maximum number of leaves granted in any one academic year shall be one.
- c. Leave recipients shall receive their full salary for a half-year leave or one-half (1/2) salary for full year leave during the term of their leave. Payment shall be made at the same intervals as the regular administrative staff.
- d. Leave recipients will remain on tenure and shall be entitled to all the same salary increments, salary step, adjustments, and other benefits received by members of the administrative staff for regular service in the system.
- e. Acceptance of leave shall not preclude the recipient's simultaneous acceptance of a grant or fellowship or other leave from another source designed to implement the proposed project or program.
- f. Salary adjustments for travel or research will be made by consultation between the recipient and the Superintendent of Schools and/or the Board of Education.
- g. Recipients of a leave must present to the Superintendent of Schools and/or the Board of Education a comprehensive report of the completed project, travel or studies within a reasonable time after returning to service in the system.
- h. Recipients of a leave will remain in the service of the District for a period of two (2) years and shall, prior to leave, execute and deliver to the District a firm understanding to so remain in the service of the District.
- i. If the recipient of a leave does not fulfill his/her required term of service to the District, the recipient shall return a proportional part of his/her salary while on leave, except in case of a long-term disability or sickness which is then verified by the school physician. This provision shall be a part of the undertaking described in (h) above.
- j. Unit members must notify the District in writing of their intent to return not later than seventy-five (75) days prior to termination of leave.
- k. Each unit member granted this leave will share his/her learning experiences with his/her counterparts, the Superintendent and others if requested.

### F. Child Rearing Leave

1. Child Rearing Leave will be an unpaid leave for a period not exceeding two (2) years plus the balance of the current year.
2. Any unit member on a Child Rearing Leave of Absence who wishes to terminate such leave in advance of the date specified in the Board approval must notify the Superintendent of Schools, in writing, at least forty-five (45) days in advance. Such unit member shall be given priority consideration for reinstatement to any openings which exist at that time, for which that unit member is certified.

3. The time period spent on this unpaid leave of absence shall not be certified for advancement on the salary schedule nor toward completion of the probationary period.
  4. No professional staff member who has been granted such leave shall accept any other employment during the term of the leave. No sick leave benefits will be paid while a unit member is on this unpaid leave.
- G. Health Insurance coverage during leaves of absence will be provided in accordance with the provisions of Article VI, Section B. (During unpaid leaves, the unit member assumes the full health care insurance premium payment.)
- H. Association members will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent of Schools and commit the incident to writing within forty-eight (48) hours, except in extenuating circumstances.

Where there is no dispute that the assault occurred in the Association member's performance of duties, the member shall be paid in full for as long as the disability lasts up to a maximum period of fifteen (15) workdays from the date of the assault. All paid absences under this article shall not be deducted from accumulated sick leave to which an administrator may be entitled under this agreement. The parties further agree that if the administrator receives an award under Workers' Compensation, the District shall be reimbursed and/or receive an offset against the said award for the full amount of any monies paid under this article.

## **ARTICLE VIII: MISCELLANEOUS**

- A. Mileage Allowance - Approved mileage allowance for members will be at the applicable IRS rate.
- B. Conference Attendance - Members will be one hundred percent (100%) reimbursed for all conferences attended as approved by the Superintendent of Schools.
- C. Professional Dues - All yearly professional dues of members of this unit will be paid by the School District. Total amount per member shall not exceed seven hundred fifty Dollars (\$750) in any given year, to recognized State and/or National Education organizations, with the exception that the Penn Yan Association of School Administrators and the School Administrators Association of New York State shall not be eligible organizations. The District shall establish a District Budget Code for the payment of approved dues for each member.
- D. Unit Member Personnel File
1. The official administrator personnel file shall be maintained at the District Office.
  2. An administrator shall have the right to inspect materials in his/ her personnel file.
  3. Administrators shall be notified in writing of material to be added to their personnel files and shall receive a copy of such materials. The administrator shall be notified that materials have been placed in his or her file and shall have the opportunity to respond in writing to any such item. Administrator written response to such items shall be placed in the personnel file with the original item.

4. An administrator may request and receive copies of any file material entered prior to the effective date of this contract (at actual cost of duplication), with the exception of pre-hire materials.
5. A unit member may assign the right of examination to counsel on a grievance or other litigation with written notification to the Superintendent of such designation.

E. Evaluations

1. A goal-setting conference between each unit member and the Superintendent and/or his/her designee shall be held annually. The first such conference shall address goals and objectives for the year, to be submitted in writing by each administrator prior to September 1<sup>st</sup>. A second conference will be held prior to February 1<sup>st</sup> to discuss progress and possible adjustments to the goals if necessary. A final conference shall be evaluative in nature, with said evaluation to include, but not be restricted to, the Superintendent or designee's response to the stated goals and objectives. The evaluative conference shall take place prior to June 30<sup>th</sup> of said year.
2. Written evaluations shall be signed by the unit member and their evaluator. Both parties recognize that the unit member's signature does not necessarily indicate agreement with the report. The unit member shall have the right to submit to the evaluator a signed written rebuttal to the annual evaluation report within thirty (30) days of the conference date. This rebuttal will be attached to the evaluation report and placed on file in the unit member's personnel file.
3. If any unit member receives a less than satisfactory evaluation and/or a "Counseling Memo" regarding the performance of their duties, they will be afforded the opportunity to meet with their immediate supervisor and/or the Superintendent of Schools to discuss the implementation of an improvement plan. The unit member will be given one (1) year to fulfill the improvement plan. If the improvement plan is successfully fulfilled, it will be reflected in the evaluation.

## ARTICLE IX: GRIEVANCE PROCEDURE

A. Definitions:

1. Any alleged violation of the application of the terms or provisions of this Agreement shall constitute a grievance. Equitable solutions to the grievance may be sought under the provisions of this section.
2. Days shall mean business days.

B. General Procedures:

1. All alleged written grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the alleged grievance, the time when and the place where the alleged grievance existed, the identity of the party responsible for the area in which the alleged grievance is alleged to have occurred, and a statement of the nature of the alleged grievance and the redress sought by the aggrieved party.

2. Except for informal decisions provided for by Level I, all decisions shall be rendered in writing at each level of the grievance procedure.
3. The Board of Education and the Association agree to reasonably facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
4. Except as otherwise provided by Level I, an aggrieved party and any party of interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, testify and to call witnesses on his/her own behalf. The aggrieved party, any party of interest, and the Superintendent shall be furnished with a copy of the minutes of the proceedings made at each and every stage of this grievance procedure.
5. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants. This file shall be available only to the aggrieved party, any party in interest, and the Superintendent or his/her duly authorized representative.
6. Except by consent of the School District and the Association, hearings shall not be open to the public.
7. When a grievance is based upon a decision of the Board of Education and is entirely dependent upon action by the Board of Education, the grievance shall be heard in the first instance at Level II.
8. A unit member shall have the right to representation by the Association at any level of the grievance procedure.
9. The aggrieved association member shall orally present his/her grievance to the Unit Officers who shall orally discuss the grievance with the aggrieved member. The unit member and the officers shall upon initial consultation determine whether the grievance should be presented to the Superintendent of Schools within five business days from the date in which the aggrieved learned of the potential problem or grievance.

C. Grievance Levels

1. Level I (Administrative) – Superintendent

- a. A certified member of the unit covered by this Agreement, having a grievance, shall discuss it with the Superintendent in an attempt to resolve the matter informally.
- b. If the matter is not resolved informally at this time, the aggrieved party shall state the alleged grievance, in writing, and present it to the said Superintendent within six (6) days from the date he/she originally discussed the matter with said Superintendent. Within six (6) days after the written grievance is presented to him/her, the said Superintendent shall, without any further consultation with the aggrieved party, render a decision thereon, in writing, and present it to the aggrieved party.

Level I (Technical/Managerial) – Immediate Supervisor

- a. A non-certified member of the unit covered by this Agreement, having a grievance, shall attempt to resolve the matter informally by discussing it with his/her immediate supervisor

(regardless of whether that supervisor is a member of the negotiating unit).

- b. If the matter is not resolved informally at this time, the aggrieved party shall state the alleged grievance, in writing, and present it to the said Supervisor within six (6) days from the date he/she originally discussed the matter with said Supervisor. Within six (6) days after the written grievance is presented to him/her, the said Supervisor shall, without any further consultation with the aggrieved party, render a decision thereon, in writing, and present it to the aggrieved party.

2. Level II - Board of Education

- a. If the aggrieved party is not satisfied with the decision at Level I, he/she will file an appeal, in writing, with the President of the Board of Education within ten (10) days after receiving the decision at Level I. Copies of the written grievance, the written decisions at Level I, and any other relevant documents shall be submitted with the appeal.
- b. Within fourteen (14) days after receipt of the appeal, the Board of Education shall hold an executive session hearing on the alleged grievance with the aggrieved party, the Superintendent who rendered the decision at Level I, any other party of interest, and the Chairman of the Association, or his/her duly appointed representative.
- c. The Board of Education shall render a decision, in writing, to all of the above parties within twenty (20) days after the conclusion of the hearing.

3. Level III - Arbitration

An arbitrator, mutually agreed upon by the Penn Yan Administrators Association and the Superintendent of Schools, or in the instance where mutual agreement cannot be reached, assigned by the American Arbitration Association, shall be appointed to provide assistance and recommendations to resolve grievance. The arbitrator's award shall set forth findings of fact, reasons and conclusions of law, and shall be binding upon both parties. The arbitrator shall have no power to alter the contract. All costs for the services of the arbitrator shall be borne equally by the District and Association.

## **ARTICLE X: REMUNERATION**

- A. Salaries shall be paid according to the attached schedule and shall show a 3.9% increase for each of the three (3) years of this agreement, 2007-08, 2008-09, and 2009-10.

Note: The Assistant Elementary Principal shall receive a special wage adjustment of \$5,000 as part of her base salary. Thereafter, she shall receive the negotiated wage increases as provided above.

- B. Effective July 1, 1999, no Master's or Doctoral differential shall be paid to unit members commencing their duties on or after July 1, 1999. Master's and Doctoral differentials paid to unit members' prior to July 1, 1999 shall remain in effect and is not included in base pay calculations.
- C. Administrative unit members who take approved graduate courses will receive payment at \$60 per credit hour for all hours submitted and approved for payment on or after July 1, 1999. Such courses shall be approved in advance by the Superintendent at his/her discretion. Requests for salary adjustments must be submitted to the District Office no later than October 1, the first semester, and March 1, the second semester.

D. Unit members may participate in a tax sheltered annuity program, in accordance with District policy.

E. Longevity.

1. Members shall be eligible for longevity increases according to their years of service in the Penn Yan Central School District as a certified administrator or director. The longevity increase shall be paid in a lump sum in the first pay period following the anniversary date of the unit member's employment as shown in item 3 below.

2. The longevity step increase shall not be added to the unit member's base salary.

3. Longevity steps:

Step 1	After 5 years	\$ 1,000
Step 2	After 10 years	\$ 1,500
Step 3	After 15 years	\$ 2,000
Step 4	After 20 years	\$ 2,500
Step 5	After 25 years	\$ 3,000

## **ARTICLE XI. RETIREMENT INCENTIVE**

The Board of Education is offering the following plan to all full-time certified tenured unit members in the Penn Yan Central School District who do not elect participation in any Statewide Retirement Incentive, if offered by the Penn Yan Central School District.

The ingredients of the retirement incentive will not be precedent setting in any manner.

A. Criteria for Retirement

1. When first eligible for undiminished retirement benefits from the New York State Teachers' Retirement System or New York State Local Employees' Retirement System, on or before June 30, current year.

and

2. At least ten (10) years of continuous service as a full time certified administrator or director (as defined in this agreement) in the Penn Yan Central School District immediately preceding retirement.

3. A unit member who was formerly eligible for the Retirement Incentive pursuant to a former contract or contracts will not, under any circumstances, be eligible for the Retirement Incentive in the 2007-2010 contract.

B. Procedures and Retirement Date

A regular full-time unit member in the Penn Yan Central School District who retires and who meets the eligibility requirements specified above shall be paid money according to the following:

1. Regular full-time unit members who desire to take advantage of the Retirement Incentive must



submit an irrevocable letter of resignation to the Superintendent of Schools, no later than 3:00 p.m. on or before December 31, for retirement the following June 30. The letter must be personally delivered to the Office of the Superintendent of Schools during working hours, where it will be received with the date and time of receipt recorded.

Retirement date for eligible regular full-time unit members must be on or before June 30.

C. Payment Date

1. Eligible unit member will be paid on the date of retirement
2. The unit member may elect for the District to retain an amount up to the retirement incentive amount due the retiree. The District shall utilize these funds for insurance premiums until exhausted.
3. The retirement benefit to be paid shall be a lump sum payment of \$30,000 to a full time certified administrator or \$18,000 to a director at age 55, or at the age on which the unit member shall first become eligible for undiminished retirement benefits from the NYS Teachers' Retirement System or NYS and Local Employees Retirement System with at least ten (10) years of continuous service as a full time certified administrator or director (as defined within this agreement) in the Penn Yan Central School District immediately preceding retirement.

## **ARTICLE XII: POSITION TITLES**

A. This agreement covers the following position titles:

Administrative (Certified):

- Academy Principal
- Assistant Academy Principal
- Middle School Principal
- Elementary School Principal
- Administrator for Health, Physical Education and Athletics
- Elementary School Assistant Principal
- Director of Student Support Services

Technical/Managerial (Non-certified):

- Director of Food Services (11 months)
- Director of Transportation
- Director of Facilities

B. Consolidation or Elimination of Positions

If a unit member's position is to be eliminated by the Board of Education, the unit member will be notified in writing at least six (6) months in advance of the effective date.

**ARTICLE XIII: DURATION**

This Agreement shall continue in full force from July 1, 2007- June 30, 2010.

IN WITNESS THERETO, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008.

PENN YAN CENTRAL SCHOOL DISTRICT  
By:

Superintendent

PENN YAN ASSOCIATION OF SCHOOL ADMINISTRATORS  
By:

PYASA  
President

**PROFESSIONAL AGREEMENT FOR ADMINISTRATIVE AND  
TECHNICAL/MANAGERIAL PERSONNEL  
JULY 1, 2007-JUNE 30, 2010**

**BASE SALARY SCHEDULE**

Name	Position	2006-07	2007-08	2008-09	2009-10
Ed Bronson	Elem. Principal	\$82,084	\$85,285	\$88,611	\$92,067
Laurie Hopkins- Halbert	Elem. Ass't Principal	\$59,369	\$66,879		
Warren Kinsey	Middle School Ass't. Principal	\$69,429	\$72,137	\$74,950	\$77,873
Keith Mathews	High School Principal	\$96,145	\$99,895	\$103,791	\$107,839
Becky Perrault	High School Ass't. Principal	\$73,812	\$76,691	\$79,682	\$82,790
David Pullen	Middle School Principal		\$84,000	\$87,276	\$90,680
Linda Raide	Admin on Special Assign	\$88,109	\$91,545		
Dick Shaver	Director of Student Support Services	\$80,478	\$83,617	\$86,878	\$90,266
Tobin Tansey	Admin. for Health, PE, and Athletics	\$79,192	\$82,280	\$85,489	\$88,823
Dana Burton	Director of Food Services	\$37,776	\$39,249	\$40,780	\$42,370
Phyllis Record	Director of Transportation	\$51,311	\$53,312	\$55,391	\$57,551
Chuck Roach	Director of Facilities	\$52,794	\$54,853	\$56,992	\$59,215
Marcie Ware	Elem. Ass't Principal		\$60,000	\$62,340	\$64,771

The salary rate for 2007-08 reflects a 3.9% increase from 2006-07

The salary rate for 2008-09 reflects a 3.9% increase from 2007-08

The salary rate for 2009-10 reflects a 3.9% increase from 2008-09

**Note: Article X**

Master's and Doctoral, differentials paid to unit members prior to July 1, 1999 shall remain in effect and are not included in base pay calculations.

Linda Raide was hired prior to July 1, 1999. Each year, she receives \$750 for her Master's differential.