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**Contract Database Metadata Elements**

Title: **Carthage School and Carthage School Administrators' Association (2007)**

Employer Name: **Carthage School**

Union: **Carthage School Administrators' Association**

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

Expiration Date: **06/30/10**

PERB ID Number: **4709**

Unit Size: **11**

Number of Pages: **18**

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AD 14709

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 04 2009

**AGREEMENT**

**ADMINISTRATION**

**between the**

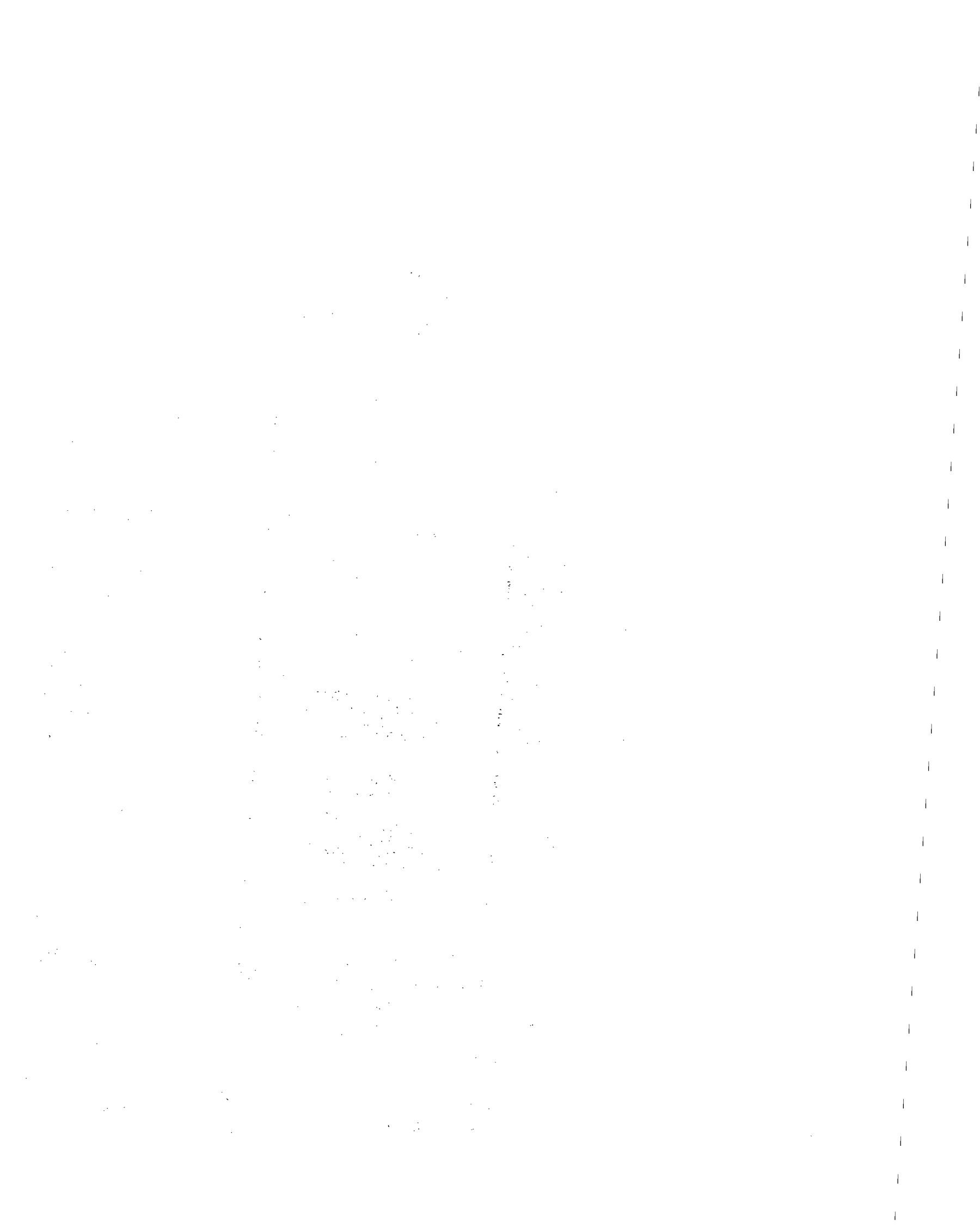
**SUPERINTENDENT OF SCHOOLS**

**and the**

**CARTHAGE SCHOOL ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2007 - JUNE 30, 2010**

11



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**Article I  
Introduction**

The Board will negotiate with the CSAA concerning terms and conditions of employment. If in the event a Board change affects these terms and conditions, the impact, if any, will be negotiable.

**Article II  
Recognition**

The Board hereby recognizes the CSAA as the exclusive bargaining agent and representative for all administrative and supervisory personnel listed below:

- A. Elementary School Principals
- B. Secondary School Principals (High School, Middle School)
- C. Secondary School Asst. Principal(s) (High School, Middle School)
- D. District Director of Fine Arts
- E. District Director of ELA K-12
- F. District Director of Athletics
- G. District Director of Pupil Services (Special Education)
- H. Elementary Asst. Principal
- I. Assistant to the Superintendent
- J. Director of Grants

This recognition entitles the CSAA to unchallenged representational status until seven months prior to the expiration of the written agreement pursuant to Section 208, Taylor Law. Such recognition entitles the CSAA to all rights and privileges prescribed under the Taylor Law. In response to such recognition, the CSAA agrees to comply with all provisions of the Taylor Law.

**Article III  
Negotiation Procedures**

- 1.0 Negotiations for a successor agreement shall be commenced upon the request of either party. In any given year, such request shall be made not earlier than February 1 or not later than April 1 except by mutual consent. A mutually acceptable meeting date shall be set not more than fifteen (15) working days following such request. Proposed additions, deletions or changes in detail shall be exchanged no later than the second meeting.
- 2.0 Following the second meeting, such additional meetings shall be held until the parties reach an agreement, or until an impasse is reached.
- 3.0 Until impasse is declared, proceedings of the negotiations shall be released to the public press only by joint agreement.

**Article IV**  
**Association Rights and Privileges**

- 1.0 CSAA shall be allowed to use all school facilities, including but not limited to, school buildings, inter-school mail facilities, faculty bulletin boards, photocopying equipment, audio-visual equipment, and telephone for local calls for CSAA business. If such results in any cost to the district, such cost shall be paid by CSAA.
- 2.0 The Board shall deduct from the salary of each member of CSAA who so authorizes in writing dues for membership in Administration Association of Choice as prescribed in the Taylor Law. The money will be divided evenly over 10 paychecks beginning as early in the fall as possible. The money will be sent directly to CSAA after each payday.
- 3.0 The Board also agrees that deductions for tax-sheltered annuities may be made upon written authorization of an administrator.
- 4.0 Copies of this agreement shall be reproduced at the expense of the Board and provided to all for whom the CSAA negotiates. Ten additional copies shall be provided the CSAA chairman. All copies shall be furnished as soon as possible after the agreement is signed. Copies of all Board of Education minutes will be sent to the CSAA Officers when complete.
- 5.0 Agency Fee
  - 5.1 Effective July 1, 1992, the Carthage Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the CSAA/Administration Association of Choice the amount equivalent of the dues levied by the CSAA/Administration Association of Choice and shall transmit the sum so deducted to the CSAA/Administration Association of Choice in accordance with Chapters 677 and 678 of the laws of 1977 and the State of New York.
  - 5.2 The CSAA/Administration Association of Choice affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency shop fee deduction shall continue in effect as long as the CSAA/Administration Association of Choice maintains such a procedure.
  - 5.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off, except as otherwise mandated by law or this agreement.
- 6.0 Professional Organization Payment

Commencing July 1, 1996, the District will pay \$150 towards the annual dues of a professional administrator organization other than Administration Association of Choice

when notified by an administrator of his/her choice by October 31. The District will only issue a check payable to that organization.

## **Article V Leave**

### **Section 1.0 Family - Personal Leave**

- 1.1 Each administrator shall be allowed four (4) days of leave with full pay during the school year for the purpose of transacting or attending to personal, legal business, household or family matters which require absence during the school hours. It is the intention of the parties that leave under this article shall be available only for reasons of hardship or pressing need. Except in emergencies, an administrator taking such leave shall give the superintendent appropriate written notice of intention to take such leave at least two school days prior to the proposed date of absence.
- 1.2 Family-personal leave shall not be used nor was it created to extend holiday or vacation periods. Leave prior to or after such periods when required because of hardship or pressing need, may be granted, but only with the Chief School Administrators express approval of a staff member's formal written request.
- 1.3 Unused personal leave shall be added to unused accumulated sick leave.

### **Section 2.0 Sick and Death Leave**

- 2.1 Fourteen (14) days of sick leave credit per year with pay will be allowed each administrator, to be credited as of September 1 of the school year. Sick leave may accumulate to 310 days. Special consideration may be given for exceptional cases. No more than 15 days of sick leave may be used for serious illness within the immediate family, in any one year.
  - 2.11 Additional sick leave days for serious illness within the immediate family may be granted, but only with the CSA's express approval of a staff member's formal written request detailing the reasons.
- 2.2 Five days of absence will be permitted as needed, with pay, because of death in the immediate family. If more than one death occurs in any one year, special consideration may be given. These days will not be deducted from accumulated sick leave.
- 2.3 "Immediate family" is defined as being an employee's residential family, and extended family including cousins, nieces, and/or nephews. In-laws of the employee are included in the leave for death in the family clause.



- 2.4 If an employee feels the need for sick or death leave, for relationships not specified above, then a request should be submitted to the CSA; and he shall make a decision based on the merits of the individual case.
- 2.5 An administrator retiring with ten or more years service in the Carthage Central School District and who notifies the CSA by March 1 of retirement effective June 30 of that school year, except in the case of disability retirement, will receive payment for each day of sick leave which is unused and accrued at the time of retirement up to a maximum of 310 days at \$50/day. Administrators retiring with ten or more years service to the district who submit written notification by October 1 of a retirement effective mid-term, will receive payment for each day of sick leave which is unused and accrued at the time of retirement up to a maximum of 310 days at \$20/day. Upon death during employment this sum will be paid to his declared beneficiary as soon as feasible. In the event of extenuating circumstances, the time restriction of March 1 may be waived by appeal to the CSA.
- 2.6 Payment for unused sick leave will be paid through the District's 403 (b) deferred compensation plan.

### Section 3.0 Temporary Leave of Absence

The CSA shall consider requests for up to five days of personal without pay after compliance with the following guidelines and provisions:

- 3.1 The petition shall be submitted to the CSA a minimum of two weeks prior to the expected leave whenever possible.
- 3.2 The acceptance of such petition shall be additionally dependent upon the district's ability to secure an appropriate substitute.
- 3.3 Such leave shall not be used to extend contractually agreed to school vacation periods; however, such leave may be granted prior to or following a school vacation when the reason for the request is other than to extend vacation for recreational purposes.
- 3.4 Such leave shall not be used at a time when the superintendent considers that such leave would be detrimental to the interests of the district.

### Section 4.0 Long Term Leave of Absence

In the event that an administrator needs a long term leave of absence, such written request shall be submitted to the superintendent and board at least 180 days prior to the date of the beginning of the requested leave. Such formal request shall detail explicit rationale for the request. A long-term leave of absence shall be for one school year only and without pay.

## Section 5.0 Graduation Awards

Each member may be granted leave of one day without loss of pay to attend his/her own graduation or a ceremony at which he/she is the recipient of an award or special honor. Requests for such leave shall be submitted to the superintendent in writing at least 30 days prior to the date of the leave. Such leave shall be in addition to personal leave days.

## Section 6.0 Judicial and Administrative Proceedings

When an administrator is required to appear in court, or before any judicial or administrative agency, leave without loss of pay for such time as is necessary to appear shall be granted, provided that the appearance is connected with the professional duties and the responsibilities of the administrator.

## Section 7.0 Sick Leave for Long-term Illness

Administrators in the CSAA in the event of a prolonged illness may appeal to the CSAA for extra days of sick leave after they have exhausted their personal accumulated sick leave days and have met the defined "waiting period".

- 7.1 "Waiting Period" is defined as five (5) times the number of years of service to the Carthage Central School District. If an administrator has need to use the sick bank in the following school year, the year of service (for determining "waiting period") will revert to one (1) year.
- 7.2 Procedure - such request will be sent to the CSAA in writing and include the following information:
  - 7.21 Nature of illness
  - 7.22 Physician's recommendation
  - 7.23 Estimated number of additional sick leave days needed
- 7.3 If the CSAA deems the request justifiable, it may appeal to the members for a donation. This donation shall not exceed ten days in any one year by an individual administrator.
- 7.4 The CSAA president will present CSAA's finding to the superintendent or his designated representative along with a letter of request, the physician's recommendation and the number of days donated by the membership. Each donor shall sign a release authorizing a deduction of days from his/her personal sick leave total.
- 7.5 The superintendent shall review each individual case, make a determination and either deny the request or make a recommendation.

- 7.6 If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and this total will be returned and maintained by the association. This excess may be utilized by the association for future applicants' leaves.
- 7.7 In the case of undue hardship, an individual may petition the Association for more days and the Association may forward the request to the Board if the Association deems the request worthy of an affirmative response. In such case, the decision of the board shall be final.
- 7.8 At any time that the sick leave bank contains less than 30 days, the association may accept donations up to a maximum of ten days contributed by any one member of the bargaining unit in any school year.

It is advantageous that these prescribed procedures be reviewed periodically by the CSA and CSAA President and where applicable be revised. Such revisions may be effected by mutual agreement of the CSA and the CSAA President.

**Article VI  
Vacancy Notice**

In the event a vacancy exists in an Administrative position and the Board intends to fill said position, all currently employed Carthage Central School administrators shall be notified in writing of the vacancy.

**Article VII  
Administrator Evaluation**

- 1.0 The Superintendent or his/her designee shall evaluate each administrator at least once per year.
- 2.0 The Superintendent or his/her designee shall meet with each administrator to set goals and objectives for the upcoming school year no later than August 31.
- 3.0 The Superintendent or his/her designee shall meet with each administrator to discuss the progress of the administrator on meeting the stated goals and objectives during the months of December and January.
- 4.0 The Superintendent or his/her designee will prepare a summative evaluation on each administrator's performance for the school year in May or June. The summative evaluation will include, but not be limited to, a determination on whether or not goals and objectives have been met and an evaluation of the employee's management skills.

**Article VIII  
Personnel Files**

- 1.0 The District shall maintain one official personnel file for every member of the bargaining unit.
- 2.0 An administrator shall have the right, upon advance request, to review the contents of his/her personnel file in the District Office at a time mutually agreeable to both parties. The administrator may give written authorization to a delegate to review and/or copy the file.
  - 2.11 The review shall be made in the presence of the Superintendent or appropriate delegate. Privileged information which is specifically exempted from review shall include such confidential, credentials-related, personal references normally sought at the time of employment.
  - 2.12 An administrator shall have the right to attach a signed rebuttal to any material which is considered detrimental or derogatory.
- 3.0 An administrator may upon request receive copies of any materials in his/her file upon payment of a reasonable fee therefore, if such fee is requested. This right does not include the privilege of copying pre-employment confidential references.
- 4.0 No material in an administrator's file will be released to other than district office administrators or the board without the administrator's express permission. This is not intended to limit candid references requested of the district, or the release of public records or information which is the subject of litigation or administrative procedures.
- 5.0 No material derogatory to an administrator's character performance or reputation may be placed in his file unless he/she has been given the opportunity to examine the material; he/she must indicate this by affixing his/her signature thereto. This signature does not in any way indicate agreement with the contents.
- 6.0 No Anonymous material may be placed in an Administrator's personnel file.

**Article IX  
Grievance Procedure**

Section 1.0 Definitions

- 1.1 Grievance shall be any claimed violation, misrepresentation or misapplication of the terms and conditions of employment as specified in this agreement.
- 1.2 Employee shall mean any regularly employed personnel who is encompassed within the designated and recognized unit.

- 1.3 Aggrieved person is the person or group of persons who might be required to take action, or against whom action might be taken.
- 1.4 Party of interest shall mean any person or persons who might be required to take action, or against whom action might be taken.
- 1.5 Days shall mean business days. Saturdays, Sundays and legal holidays shall be excluded computing the number of days within which action must be taken or notice given.

Section 2.0 Basic Principles

- 2.1 Every employee within the unit shall have the right to present a grievance in accordance with the provision hereof, free from interference, coercion, restraint, discrimination or reprisal and shall have the right, but not the obligation, to be represented by an association representative of his/her own choosing at any or all stages of the proceeding. Nothing herein shall be construed as limiting the right of any employee or the Association having a grievance to discuss and to resolve the grievance informally. However, no settlement of an informal nature shall be in contradiction to the provisions of this agreement. This procedure shall be the only grievance procedure available to a person represented by the CSAA.
- 2.2 All hearings shall be confidential.
- 2.3 The settlement of grievances at the earliest possible stage and in the shortest possible period of time is to be encouraged by both parties. The number of days provided for the processing stages of the grievance procedure merely establishes maximum time limits.
- 2.4 Grievances not presented within specified time limits, and in the manner prescribed at the various stages, shall be deemed withdrawn with the provision that the time limits set forth herein may be extended by mutual agreement of the board and the association.
- 2.5 Grievances shall be processed outside of school hours whenever possible. If a grievance is processed during school hours, administrators so involved shall suffer no loss of pay.

Section 3.0 Procedures

3.1 Step 1 - Informal Presentation

An aggrieved employee, in an effort to settle the grievance quickly, will present said grievance informally to his/her supervisor within fifteen (15) days after the act upon which the grievance is based becomes known or should have become known to the employee. The grievance may be presented in person, either alone

or with a representative determined by the employee.

## Step 2 - Formal Presentation

If the grievance is not resolved at the informal stage, the employee shall within five (5) days reduce the grievance to writing and transmit copies of the written grievance to his/her supervisor and the Association president. The supervisor shall issue a written response to the grievance within five (5) days.

### 3.2 Level Two

Within five (5) days after mailing delivery to the aggrieved employee and/or his/her representative, of the supervisor's written response, the aggrieved employee may appeal the decision to the CSA. Such appeal shall be a written statement of the grievance including a summary of supportive evidence and information relating to the grievance. The CSA shall issue a written response to the grievance within five (5) days. If the CSA was the immediate supervisor at Level One, then Level One, Step Two shall not apply.

### 3.3 Level Three

If an employee is not satisfied with the decision of the CSA, he/she may within five (5) days of the receipt of the CSA's decision appeal his/her grievance to the President of the Board. Within ten (10) days following receipt of the grievance, the Board shall meet with the aggrieved employee, the CSA, representatives of the Association, and interested parties, for the purpose of resolving the grievance.

### 3.4 Level Four

If no decision has been rendered by the within ten (10) days following the hearing by the Board, or if the decision rendered is unacceptable to the employee, the employee may submit said grievance to arbitration. Unless the Association has approved and supported an employee's request for arbitration, the employee will sustain half of all ensuing costs. If the Association supports the request for arbitration, the President of the Association together with the employee, shall submit a formal signed request for arbitration.

3.5 If the President of the Board and the employee or his/her representative cannot agree upon a local arbitrator within ten (10) days following the request for arbitration, the two parties shall jointly submit the grievance to arbitration under an arbitrator selected from a list supplied by the American Arbitration Association.

3.6 The selected arbitrator shall confer with such parties as deemed necessary. Within twenty (20) days following the close of hearings or, if oral hearings have

been waived, then from the date on which the final statements and proofs are submitted to him, the arbitrator shall render a decision.

- 3.7 The arbitrator will set forth in writing findings of fact, reasoning and conclusions on the said grievance. Decision(s) shall be final and binding on both parties. The arbitrator shall not have power to make any decision which violates existing law or contradicts the provisions, requirements, and language of this agreement; nor shall the arbitrator have the power to modify or change the language or provisions of existing contracts.

#### Section 4.0 Costs of Arbitration

The fee and expense of arbitration, if any, shall be shared equally by parties of interest. Costs or fees arising from: a) either party's desire for witnesses; b) preparation of transcripts desired by only one party, shall be paid solely by the requesting party.

### **Article X Insurance**

#### Section 1.0 Health/Dental Insurance

- 1.1 Commencing December 2001, the District will contribute 90% towards the premium for the Jeff-Lewis et. al. Health/Dental Insurance Plan, and the employee shall contribute 10%.
- 1.2 Such contributions as required from participating unit members shall be deducted from their salary in equal amounts during the school year. The above premium assumes regular employment for the entire school year. Employment for less than the full school year shall require that the board's share and the participating unit member's share be pro-rated accordingly.
- 1.3 Employee over 65- Those full-time active employees and their spouses who are 65 years of age and over will be covered by the Jefferson-Lewis et. al. Employee Health Plan which supplements Title XVIII of the Social Security Act known as the Federal Medical Act. The Jefferson-Lewis et. al. Employee Health Plan assumes that the concerned employee and spouse are enrolled in the Federal Medicare Program through their social security office.
- 1.4 Retired Employees - Current retirees and subsequent retirees will be covered under the Jefferson-Lewis et. al. Schools' Supplemental Plan which supplements TITLE XVIII of the Social Security Act.
- 1.5 Effective July 1, 2004, members of the bargaining unit with 10 or more years of service as an administrator for the District shall be eligible to carry their health/dental coverage into retirement. The benefit offered and the amount of

their contribution toward their premium will be the same as current bargaining unit members receive and pay under the negotiated agreement.

**Section 2.0 Health Insurance Buy Back**

2.1 Employees who notify the District in advance on the required form may drop the healthcare/dental package in return for a monetary buyout stipend.

2.11 For the term of this contract, July 1, 2008 - June 30, 2010, the stipend shall be \$750 for the individual plan and \$1500 for the family or employee and dependent plans.

2.2 Employees who choose to drop the health/dental package or rejoin the plan may do so only at the beginning of a semester.

2.3 For employees who drop the health/dental plan prior to the start of a school year, the monetary buyout stipend will be paid out in two installments, at the end of October and the end of March.

2.4 Employees who drop the plan after the start of the school year, but before the second semester, will only receive half of the buyout stipend, paid out at the end of March.

**Section 3.0 Life Insurance**

Bargaining unit employees may stipulate in writing to the Superintendent an amount of money to be deducted from their salary for payment of a life insurance premium of their choice.

**Section 4.0 IRS 125 Plan**

The District agrees to implement an IRS 125 plan effective July 1, 1994.

**Article XI  
Organization Time**

The chairperson of the CSAA shall be excused from regular administrative duties without loss of sick days or personal days when the CSA and the President of the CSAA agree that the formal duties of the President so require. Both parties to the contract shall attempt to keep this time at a minimum especially when pupils are in attendance at school.

**Article XII  
Retirement Incentive**

Members of the bargaining unit with ten (10) years of service as an administrator for the District, who are eligible to retire under the rules and regulations of the NYS TRS, will be eligible for a retirement incentive as follows:



1. The employee must submit an irrevocable letter of resignation to the Superintendent, indicating their intent to retire a minimum of ten (10) months prior to their resignation date of June 30<sup>th</sup> in the year they intend to retire.
2. An employee who has met all the eligibility criteria stated above will receive \$27,500 from the District upon proof from the TRS that they have retired.
3. Payment will be made through a 403(b)(7) Tax Sheltered plan set up by the District.

**Article XIII**  
**Salary**

- 1.0 Mileage. Administrators will be reimbursed for travel at the district approved mileage rate for travel related to their official duties. Travel from their home to their office shall not be reimbursed.
- 2.0 Longevity increments of \$1,000 will be added to each administrator's salary who completes five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service as an administrator in the District. The longevity payment will be made the first payroll in July for those employees completing the appropriate years of service as of July 1, and the first payroll in February for those employees completing the appropriate years of service as of February 1.
- 3.0 The total general salary increases for all bargaining unit members for the term of this contract are:

2007 – 2008 school year	5%
2008 – 2009 school year	5%
2009 – 2010 school year	5%

For 2007 – 2008, the following adjustments will be made to the Administrators listed below then each member of the bargaining unit receives the 5% general wage increase, except Richard Weber, Beth Abbass and Jennifer Vail.

Judy Duppert	move to \$75,000
Staci Kline	move to \$75,000
Jason Ring	move to \$72,000
Assistant Principals	move to \$72,000
<i>Rex Germer</i>	
<i>Amy St Croix</i>	
Richard Weber	move to \$72,000

#### 4.0 Extra Pay for Extra Duties

All positions will be posted annually in all buildings. If the overall qualifications of the applicants are substantially equal, preference shall be given to bargaining unit members. Unit members serving in the year to year appointments will be given the right of first refusal to continue each year in these positions, providing the individual is successfully fulfilling the duties of the position as determined by the appropriate supervisor.

##### Positions:

Summer School Principal HS/MS  
Summer School Principal Elementary  
Adult Education Supervisor

#### **Article XIV Work Year**

- 1.0 Each bargaining unit member shall work 223 days from July 1 through June 30. A minimum of 20 days must be worked during the months of July and August.
- 2.0 All work schedules and vacation schedules shall be submitted to the Superintendent prior to the beginning of the school year for approval.

#### **Article XV Legislative Intent**

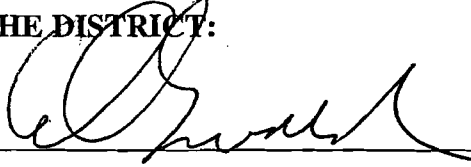
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.**

**Article XVI  
Duration**

With the addition or revision of the above listed revisions, the current contract agreement between the parties, shall continue in full force and effect until June 30, 2010.

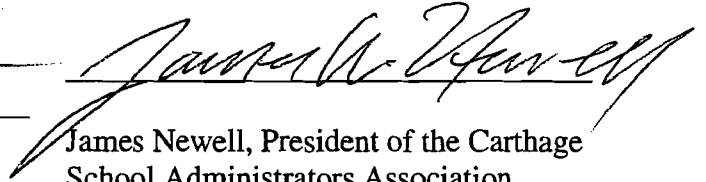
WHEREFORE, the parties hereto have set their hands and seals this 4<sup>th</sup> day of March, 2008.

**FOR THE DISTRICT:**



Carl Militello, Superintendent of Schools

**FOR THE ASSOCIATION:**



James Newell, President of the Carthage School Administrators Association