



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Cairo-Durham Central School District and Cairo-Durham Administrators Association, SAANYS (2007)**

Employer Name: **Cairo-Durham Central School District**

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

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

Expiration Date: **06/30/12**

PERB ID Number: **9166**

Unit Size: **7**

Number of Pages: **19**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD | 9166

**AGREEMENT  
BETWEEN THE  
CAIRO-DURHAM CENTRAL  
SCHOOL DISTRICT  
AND THE  
CAIRO-DURHAM ADMINISTRATORS  
ASSOCIATION  
JULY 1, 2007 – JUNE 30, 2012**

**RECEIVED**

FEB 03 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**ARTICLE I**  
**RECOGNITION**

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

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

- A. Negotiations between the parties will be held during the school year in which the agreement terminates. The last date to begin negotiations will be December 1 of the termination.
- B. All meetings will be held at mutually agreeable times, dates and places.
- C. In general, all proposals for changes or additions for the existing agreement, by either party, should be submitted in writing at the first negotiation meeting.
- D. In the event Impasse is declared by either party, PERB will be notified and the procedures of Section 209 of the Taylor Law will be used in an attempt to resolve the dispute.

**ARTICLE III**  
**RIGHTS OF THE ASSOCIATION**

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

to the District and is neither preliminary nor tentative in character and is available under the Taylor Law.

B. The District shall pay SAANYS dues for those Administrators who are members of the SAANYS.

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

D. Exclusive of information previously mentioned under Section A above, the CDAA shall access, (including the right to have copies made at the expense of the CDAA) to all public records of the District, upon reasonable notice to the Records Management Officer.

E. On an annual basis, the President of the Association or his/her designee shall have (2) whole days or (4) half days leave per year to conduct Association business.

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

## ARTICLE IV EVALUATION

### A. Tenured Administrators -

1. Evaluation of Administrators shall be done annually only by the Superintendent. Evaluation of an assistant principal will be done by the Superintendent after consultation with the principal of the building to which the assistant principal is assigned.
2. Administrators will establish yearly goals with the Superintendent of Schools based on discussions with and the approval of the Superintendent.
3. The evaluation process will include development of a mutually acceptable product (e.g. portfolio or other written document) due July 1st.
4. The Superintendent will meet with each Administrator to discuss the evaluation. The completed annual evaluation will be delivered to the respective Administrator by the Superintendent by July 30<sup>th</sup>. The Administrator will acknowledge by signature that he/she has seen the evaluation and may attach a written response to be signed and dated by the Superintendent.

### B. Non-Tenured Administrators -

1. Non-tenured Administrators will be evaluated twice annually by the Superintendent. The Superintendent will discuss performance to date with the Administrator within six (6) months of beginning employment.
2. The Superintendent will meet with the Administrator to discuss each evaluation. The completed evaluation will be signed by the Superintendent and non-tenured Administrator. The Administrator's signature acknowledges that he/she has seen the evaluation.
3. The non-tenured Administrator may attach a written response to the evaluation which is to be signed and dated by the Superintendent.

4. An indication of the Administrator's status in respect to continued employment will be forwarded in writing by the Superintendent to the non-tenured Administrator in accordance with statutory requirements in the year in which a tenure decision must be made by the District.

## ARTICLE V PROTOCOL

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

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

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

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

**ARTICLE VI**  
**RIGHTS AND RESPONSIBILITIES**  
**OF ADMINISTRATORS**

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

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

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

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

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

the negotiation process with any other employee organizations. At the conclusion of the negotiation process, the Board of Education's negotiating team will explain the new contract to members of the Association.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

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

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

C. Stage III – If the grievance is unresolved at Stage II within ten (10) days, the aggrieved may request a formal review of the determination by the Board of Education. This request shall be in writing and shall included the facts of the grievance. The Board of Education will render its decision within ten (10) days.

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



**ARTICLE VIII**  
**WORK SCHEDULE**

A. Work year - Administrators will work from July 1<sup>st</sup> through June 30<sup>th</sup> as set forth in this article. Administrators will work from opening day through the last day of the school calendar in accordance with the teachers' calendar. During the period of time between the last day of the school calendar and the opening of school, in addition to Independence Day and Labor Day, Administrators will be allowed 15 vacation days to be coordinated with the Superintendent consistent with the following procedures:

1. Vacation leave is credited on July 1<sup>st</sup> of each year in advance to be earned by the member working the entire year (e.g. fifteen days credited on July 1, 2007 are earned by working the complete 2007-2008 school year);
2. Requests for use of vacation days are to be made to the Superintendent at least two weeks in advance of the requested use. This time period may be waived in emergency circumstances in which case approval shall not be unreasonably withheld;
3. An Administrator may request to use vacation leave at a time other than the summer subject to the prior written approval of the Superintendent of Schools;
4. All Administrators shall be present in the District during at least one week in the summer so as to provide opportunity for such efforts as District wide administrator meetings, planning, and training. The particular week in each summer shall be designated by mutual agreement between the Superintendent and Association during January of that year. In the absence of mutual agreement, the Superintendent shall designate the week and so inform members of the Association no later than February 15<sup>th</sup>; and,

5. It is incumbent on each member to schedule and use their vacation leave consistent with the procedures set forth herein. Members may carry forward any unused vacation leave from one year to the next up to a maximum of 10 days or unused vacation leave, up to a maximum of ten days shall be paid to the member at the conclusion of the fiscal year.”

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

C. The District recognizes the numerous demands on administrative time. Consequently, it is the intent of the District to require administrative participation only at meetings/functions where their presence is necessary to the enhancement of District goals and objectives, and the smooth operation of schools. Administrators will share the responsibility for attendance at Board of Education and community/school meetings and will attend building-specific meetings/events using their professional judgment. Administrators may share or rotate committee attendance, as appropriate, and with the approval of the Superintendent.

## ARTICLE IX SICK LEAVE

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

B. Sick leave days may be used for:

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

C. Bereavement Leave: "Up to five (5) consecutive sick days may be used for attending the death of an immediate family member. Such days shall commence upon the day following the death of the immediate family member (e.g. the days are contiguous to the death not work days). Bereavement leave is per occurrence. Time beyond five (5) days may be granted at the discretion of the Superintendent. For purposes of this Article, "immediate family" is defined as: spouse, mother, father, son, daughter, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, in-laws of the aforementioned, and any person residing within the domicile of the administrator."

D. Personal Days

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

## E. Disability and Child Care Leave

1. Disability leave - The District will treat any absence caused by pregnancy as a disability leave to the extent it is approved by the administrator's physician. Administrators may use accumulated sick leave for such approved disability leave. An Administrator who is pregnant shall notify the Superintendent as soon reasonable that the condition exists and notify the Superintendent of the anticipated due date.
2. Child Care Leave - An Administrator is entitled to an unpaid leave of absence for the purpose of child care under the conditions set forth below:
  - a. The Administrator will confer with the Superintendent of Schools, or his/her designee, to set a firm date at least thirty (30) days prior to the start of unpaid leave for the purpose of child care. Such leave must commence at the date agreed upon by the Administrator and the Superintendent of Schools;
  - b. The maximum period of absence will not exceed one (1) year. The Administrator may return prior to the approved end of the leave only with the approval of the Board of Education; and,
  - c. Child care leave may be taken following the birth of a child or the adoption of a child under the age of four and one-half;
  - d. During the period of child care leave, seniority and benefits will not accrue. The Administrator may continue health insurance at his/her sole expense.

**ARTICLE X**  
**INSURANCE/RETIREMENT**

A. Health Insurance – Effective July 1, 1999 or as soon thereafter as may be implemented. The District shall provide Administrators with Blue Shield of Northeastern New York PPO Plan (the “District Plan”) except Janet Murray-Liberti shall continue in the Blue Shield indemnity plan for so long as said plan is available to the District. The District may switch to a different plan so long as any new plan or carrier provides comparable benefits. Bargaining unit members will contribute the following percentages towards health insurance premiums (inclusive of any premium for prescription coverage): 11% effective July 1, 2008, 12% effective July 1, 2009, and 13% effective July 1, 2010.

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

The District shall provide prescription drug coverage outside of the PPO plan. Implement prescription co-pays upon ratification of the new agreement, or as soon thereafter as may be implemented, to \$5 generic, \$10 brand/formulary, and \$25 non-formulary.

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

C. The Cairo-Durham Central School Board will compensate Administrators who are eligible for health insurance but who opt out of the District Plan and any other health insurance in the following manner. Anyone covered with an individual plan will receive an annual rate of \$1,200.00. Anyone covered with a two person plan will receive an annual payment of \$1,700.00. Anyone covered with a family plan will receive an annual rate of \$2,000.00

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

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

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

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

**ARTICLE XI**  
**SENIOR SERVICE INCENTIVE**

An Administrator who retires with twenty (20) years of service in the Cairo-Durham Central School District, and who is eligible for retirement in accordance with the rules and regulations of the New York State Retirement System shall be paid \$20,000 by the District. Notice to the District must be given no later than February 1<sup>st</sup> and the Administrator must work then entire school year to receive the benefit, unless otherwise mutually agreed. Such payment shall be paid as a lump sum within one month following the effective date of such retirement.

**ARTICLE XII**  
**PERSONAL INJURY BENEFIT/**  
**PERSONAL LEGAL REPRESENTATION**

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

B. Indemnity Against Claims – As provided in Section 3028 of the Education Law, the District agrees to hold Administrators harmless from any financial loss, including attorneys fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of an act or omission provided such

Administrator, at the time of the act or omission complained of, was acting in the discharge of his or her duties within the scope of his or her employment, or under the direction of the District.

### **ARTICLE XIII**

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

### **ARTICLE XIV** **COMPENSATION**

A. Base Salaries - Increase the base salaries of Administrators for each year of the agreement as follows: year 1- 3.5%, year 2- 3.5%, year 3- 3.75%, year 4- 3.75%, year 5- 4%. Any retroactive increases shall only be paid to Administrators who were employed during the entire 2007-2008 school year or who retired from the School District between July 1, 2007 and the date upon which the Board approves this Agreement.

B. Common Goal Incentive - In addition to the above base salaries, Administrators may be provided an additional one percent (1%) of salary upon satisfactory completion by all Administrators of “common goals” in each contract year. The “common goals” shall be mutually developed by the Administrators and Superintendent by October 1<sup>st</sup> of each school year. These goals are to be both challenging and “doable”. In the absence of such agreement, said goals shall be established by the Superintendent. By the next July 1<sup>st</sup>, the Superintendent shall determine if all Administrators have satisfactorily completed the “common goals”. The superintendent is the sole evaluator of whether these goals have been accomplished and will provide a written statement outlining why the 1% is not achieved. If so, the 1% base salary increase shall be paid retroactively for the



school year for which the goals were set. In such case, the Administrators' succeeding year(s) salaries for the period of the Agreement shall be readjusted.

C. Stipends - In addition to the base salary and the common goals incentive above, the following stipends shall be awarded to any Administrator assigned such responsibility by the Superintendent of Schools:

<u>Activity</u>	<u>Stipend</u>
Saturday School	\$35.00 per hour (same rate as Saturday School Teachers receive)
Professional Development/Title I/Data Warehouse Coordinator	\$6000.00 (1 person does all at \$6000.00)

The stipend will be awarded annually for the additional assigned duty of Director, Professional Development, K-12. The parties agree that the stipend shall not be added to the base salary for the purpose of computing the annual percentage increases.

D. Sick Leave Buy Back Upon Retirement -

1. Administrators who (1) submit an irrevocable letter of resignation to the Board of Education at least 60 days prior to retirement, (2) voluntarily retire from service with the District in accordance with the rules and regulations of the New York State Teachers' Retirement System, and (3) work the entire school year in the year of retirement, shall be paid \$50 per day effective July 1, 2008 for each accrued sick leave day over 150 days upon retirement. Notice to the District must be given no later than February 1<sup>st</sup> and the Administrator must work then entire school year to receive the benefit, unless otherwise mutually agreed.

2. Administrators may use sick leave accrued by them in the district prior to July 1, 1999 for this benefit.

E. Graduate Credit Hours - An Administrator employed by the District shall be eligible to receive compensation for graduate credits or tuition reimbursement in accordance with the following provisions:

1. For graduate credits for courses taken between July 1, 2007 and June 30, 2008, payment shall be at the rate of \$54 per credit hour. Any such credits must be for study beyond those needed for administrative certification and must be earned while employed as an Administrator by the District;

2. For graduate credits for courses taken after July 1, 2008 and which are not related to earning an advanced degree, payment shall be at the rate of \$64 per credit hour. Any such credits must be for study beyond those needed for administrative certification, must be earned while employed as an Administrator by the District, and must have the pre-approval of the Superintendent of Schools; or,

3. For those administrators engaged in graduate study in pursuit of an advanced degree, the District agrees to reimburse them for tuition in lieu of payment for credit hours under the following conditions: the graduate work must be for a degree beyond that required for administrative certification, is limited to that portion of graduate work completed while employed as an Administrator of the District, and must be pre-approved by the Superintendent of Schools. Upon satisfying such conditions, the District shall reimburse the Administrator for

tuition costs (not any other associated costs such as books, etc.) up to a maximum of \$1350 per graduate class completed upon submission of proof of successful completion of the graduate class to the Superintendent. Payment to the Administrator of the reimbursed tuition shall be equally divided over a five year period following satisfaction of the above conditions. Should the employment of the Administrator be ended before the completion of this five year payment period, the Administrator waives and forfeits any unpaid portion of the tuition reimbursement.

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

**ARTICLE XV**  
**CONFORMAITY TO LAW SAVING CLAUSE**

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

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

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL

FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

This Agreement shall take effect July 1, 2007 and shall continue in full force through June 30, 2012.

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

CAIRO-DURHAM ADMINISTRATORS ASSOCIATION

By:       *Spencer Wiest*             7/21/08        
Unit President

CAIRO-DURHAM CENTRAL SCHOOL DISTRICT

By:       *Jill M. Stanley*             7/21/08        
Superintendent of Schools

By:       *[Signature]*        
President, Board of Education