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AD / 4513

**AGREEMENT**

**BETWEEN**

**AUBURN ENLARGED CITY SCHOOL DISTRICT**

**AND**

**AUBURN ADMINISTRATORS ASSOCIATION**

*7/1 6/30*  
**2008 - 2010**

**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

**MAR 16 2010**

**ADMINISTRATION**

20



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## ARTICLE I

### Negotiation Procedures and Recognition

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of the Enlarged City School District of Auburn, New York, hereby adopts as policy Article I covering recognition of the Auburn Administrators' Association as the Negotiating Agent for the Administrative Unit and the methods by which negotiations shall take place with said organization.

#### Section 1. Recognition

The Board hereby recognizes that Association as the exclusive negotiating agent and representative for all personnel whose positions of employment encompass the following titles:

Principal,  
Assistant Principal,  
Coordinator,  
Supervisor,  
Director, and  
Department Chairpersons

#### Section 2. Principles

- 2.1 Administrative Unit Personnel. It is recognized that members of the Administrative Unit have specialized qualifications and that the success of the educational program in the Auburn School District depends upon the maximum utilization of the abilities of administrators under working conditions which provide opportunities for growth and development.
- 2.2 Right to Join or Not Join. It is further recognized that unit personnel have the right to join, or not to join the Association, and membership shall not be a prerequisite for employment or continuation of employment of any employee.
- 2.3 Rights of Minorities and Individuals. The legal rights inherent in the State Education Law and in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this Agreement.

#### Section 3. Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the enactment of policies covering all aspects of the Enlarged Auburn City School District.

## ARTICLE I Cont'd.

The Board and the Association recognize that the Board must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce or delegate its legal responsibilities.

### Section 4. Procedures for Conducting Negotiations

- 4.1 Opening Negotiations. Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made not more than 6 months before expiration date of this Agreement. Any matter proposed for discussion by the Association shall be submitted in writing to the Board or its delegated representatives at the first meeting. The Board shall submit in writing to the Association representatives any additional matters upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.
- 4.2 Negotiation Procedures. Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith on all matters. Meetings shall not exceed three (3) hours and shall be held at a time not interfering with the regular full-time employment of members of the respective negotiating teams, except by mutual agreement.
- 4.3 Exchange of Information. Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- 4.4 Committee Reports. The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties except when impasse occurs; and then such proceedings as may be released shall be limited to the point at issue.
- 4.5 Reaching Agreement. When consensus is reached, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Administrative Unit and the Board for approval. Following approval by ratification by the Association and by a majority of the Board, the Board will take such action upon the recommendations submitted as are necessary to make them official.

**ARTICLE I Cont'd.**

**Section 5. Implementation and Amendment**

This agreement shall become effective upon its approval by the Association representatives and representatives of the Board. This agreement shall constitute the full and complete commitments of the District to the Auburn Administrators Association. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or impact of such subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to the terms of this agreement.

## ARTICLE II

### Grievance Procedure

#### Section 1. Declaration of Purpose

It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise from matters included in this Agreement.

#### Section 2. Definitions

- 2.1 Party shall mean the Board of Education or any employee whose position is listed in the Unit recognized by the Board of Education.
- 2.2 Representative shall mean the person or persons designated by the aggrieved party as his counsel or to act in his behalf.
- 2.3 Supervisor shall mean the Superintendent's designee.
- 2.4 Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.
- 2.5 Association shall mean the Auburn Administrators Association.
- 2.6 Aggrieved Party shall mean the employee or a group of employees who submit a grievance. Each employee involved in a grievance as an aggrieved party must sign the grievance form provided by the District.
- 2.7 Employee is any unit member in the unit covered by this Agreement.

#### Section 3. Basic Principles

- 3.1 Throughout all stages of grievance the aggrieved party shall have the right to have association representation.
- 3.2 Any party shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
- 3.3 During all procedural stages each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
- 3.4 All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events

or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- 3.5 No grievance will be entertained as described below, and such grievance will be deemed waived unless the grievance is forwarded at the first available stage within thirty (30) school days after the occurrence of said grievance.
- 3.6 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 3.7 All hearings shall be confidential and conducted in private.
- 3.8 Each supervisor shall have the responsibility to consider promptly each grievance in his jurisdiction, and to make a determination within seven (7) school days after the grievance has been presented to him.

#### **Section 4. Procedures**

##### **4.1 Stage 1. Immediate Supervisor**

A. Within twenty (20) school days of the occurrence of the grievance, an administrator having a grievance will discuss it with his immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the administrator submits the grievance through a representative, the administrator will be present during the discussion of the grievance.

B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the next level within seven (7) school days of the decision Stage 1(A). Within seven (7) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the administrator.

C. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

D. If not resolved within seven (7) school days by the Immediate Supervisor and/or the Building Principal on the basis of Stage 1, the grievance will move to:

Stage 2. The aggrieved party shall request in a written statement a review by the Superintendent of Schools, who in turn shall request a written statement of the determination reached at Stage 1 by the Immediate Supervisor and/or the Building Principal. Within ten (10) school days of receipt of request from the aggrieved party, the Superintendent shall make a determination and communicate in writing such determination to both the aggrieved party and the appropriate supervisors.

### ARTICLE III CON'T.

Stage 3. If the grievance is still unresolved the aggrieved may, within ten (10) school days of the determination by the Superintendent, make a written request to the President of the Board of Education for review and determination. Within ten (10) school days of receiving said request, the Board shall hold a hearing to obtain further information regarding the case. Representatives of the Auburn Administrators Association and Superintendent will both present information to the Board at this hearing. All written statements and records of the case must be submitted to the Board through its President by the Superintendent of Schools. The Board shall render a written decision within ten (10) school days after conclusion of the hearing, informing all involved parties of its decision and reasons therefore.

#### **Section 5. Arbitration**

- 5.1 In the event the Administrator and the Association are not satisfied with the response to a grievance, they may within fifteen (15) working days after receiving that statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.
- 5.2 Within five (5) school days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to American Arbitration Association (A.A.A.) by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association (A.A.A.) in the selection of the arbitrator.
- 5.3 The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue(s).
- 5.4 The arbitrator shall have no power or authority to make any decision which requires commission of an act prohibited by law, or which is violative of, or beyond the scope of, the terms of this Agreement.
- 5.5 The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
- 5.6 The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.
- 5.7 The arbitrator shall not usurp the functions of the Board of Education under the law.

- 5.8 The decision of the arbitrator shall if within the scope of his authority be final and binding upon all parties.
- 5.9 The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and Auburn Administrators Association.

## ARTICLE III

### Association Rights and Activities

In granting exclusive recognition, the Board neither assumes nor admits any responsibility for Auburn Administrators Association, or any other Association or organization in which the personnel of the District may be now or in future affiliated.

**Section 1.** Approval of requests for representatives of the Association to attend conferences, meetings or other activities sponsored by or connected with itself or its affiliates and which occur during school time shall be accommodated on the following terms:

- 1.1 Release from administrative responsibilities must be requested in writing to the Superintendent's Office at least five (5) days prior to the requested release.
- 1.2 No more than five (5) such days of absence shall be granted to any one during any school year. Such release from duties must involve no expense to the school district for substitutes, travel, registration fees, food, lodging, or other reason.
- 1.3 The Board agrees to pay the salary and expenses of delegates to the Teachers' Retirement System Annual Meeting.
- 1.4 None of the foregoing shall be construed to prevent the Superintendent from approving conferences (regardless of sponsorship) when considered to be in the best interest of the District (see Article VIII titled "Educational Visits, Conferences and Curriculum").

**Section 2.** Use of school facilities for meetings and other activities of the Association shall be granted without cost where there is no additional cost to the Board, on the same basis as the governing use by other community non-profit organizations, in accordance with existing Board policy.

**Section 3.** Hours of employment, which shall be taken to mean those hours between an employee's required presence for duty and the permitted time of departure after completion of all daily responsibilities, may not be used for the conduct of the affairs of the Association, its affiliates, or other similar groups not specifically listed, including any similar activities for the preparation for negotiations.

**Section 4.** The Association may use mailboxes and inter-school mail for distribution of Association materials. The Association will bear all costs for supplies, postage, paper, telephone calls, and clerical service whether within or outside its negotiating unit.

## **ARTICLE III Cont'd.**

### **Section 5. Payroll Deductions, Direct Deposits and Tax -Sheltered Annuities**

- 5.1. The District shall make available a flexible spending account benefit plan under Section 125 of the Internal Revenue Code for un-reimbursed medical, dental and vision, and child care expenses.
- 5.2. Deductions will be taken from the salaries of unit members who provide written authorization for the following: health and dental insurance premiums, Section 125 Benefit Plan, United Way contributions, credit union accounts, a tax-deferred (IRS 403-b) program from a list agreed upon by the District and AAA and United States Savings bonds.
- 5.3. Unit members who authorize the District to make deductions for unit dues and other professional organizations shall have such deductions taken from paychecks commencing in September of each year. The unit shall notify the District of the amounts to be deducted.
- 5.4. The District will provide for direct deposit of paychecks for unit members from a list agreed upon by the District and AAA.
- 5.5. An employee may withdraw authorization for contributions outlined above at any time by written notice to the District personnel office at least thirty (30) days prior to the affected payroll date.

## ARTICLE IV

### Cooperation

**Section 1.** Opportunities for participation in after-school workshops, in-service programs, curriculum studies, etc. shall be provided by the Board of Education.

**Section 2.** The Board shall not discriminate in any way against any administrator by reason of his membership in, or participation in the activities of the Association or his exercise of rights granted under this Agreement.

**Section 3.** If negotiation meetings between the Board and Association are scheduled during the normal working hours of a school day, at the request of the Board, the negotiating team of the Association shall be relieved from all regular duties without loss of pay as necessary to permit their attendance at such meetings. If it is necessary, pursuant to the Grievance Procedure, for an Association school representative, member of the negotiating team or grievance committee to attend a grievance meeting or hearing during a school day, such person(s) shall, with permission of the Superintendent or his designee, be released without loss of pay for that time only during which he attends the meeting or hearing specified.

## ARTICLE V

### Insurance

#### Section 1. Health Insurance

##### 1.1 Coverage and Premiums.

The Board of Education shall provide coverage for its employees under the Blue Cross/Blue Shield of Central New York and the Phoenix Mutual Life Insurance Company (Major Medical), or an equivalent health insurance plan selected by the Board of Education. The Auburn Administrators' Association shall be afforded the opportunity to review the bid specifications prior to publication. Further, the Board of Education shall have the right to self insure the schedule of benefits. On July 1, 1981, the schedule of benefits will be increased so that it is equivalent to the Blue Cross/Blue Shield Select Blue.

The premiums for such policy or plan will be paid as follows. Effective July 1, 2000, members of the negotiating unit, who were employed prior to July 1, 1998, shall pay seven (7.0%) of the premium for the health care plan each school year for individual or individual and dependent coverage. Members of the negotiating unit who are appointed on or after July 1, 1998, shall pay ten (10%) percent of the premium for the health care plan for individual or individual and dependent coverage for the 2001-2002 school year.

Effective July 1, 2002, all members of the negotiating unit shall pay ten (10%) percent of the premium for the health care plan for individual or individual and dependent coverage for the 2002-2003 school year.

Effective July 1, 2003, all members of the negotiating unit shall pay fifteen (15%) percent of the premium for the health care plan for individual or individual and dependent coverage for the 2003-2004 school year and thereafter.

For the duration of this agreement, insurance premium rates shall only be adjusted for unit members once a school year with at least sixty (60) days notice.

##### 1.2 Plan Deductible and Major Medical Deductible.

Administrators who select individual coverage will pay an annual deductible of \$150.00 and administrators who select dependent coverage will pay an annual deductible of \$300.00 for expenses incurred and covered under the "basic" portion of the health care plan. The parties further understand and agree that the \$150/300 basic deductible is in addition to any other deductibles which may be or are required under the major medical portion of the District' health care plan.

Receipts for qualifying medical expenses for the deductible must be submitted to the designated plan administrator for verification and approval prior to an employee being eligible for benefits provided by the health insurance policy or plan.

## **ARTICLE V Cont'd.**

The above referenced deductibles shall become effective on Health Insurance expenses incurred on or after January 1, 1984.

### **1.3 Major Medical Limitation.**

Effective January 1, 1984, the District agrees to provide a maximum benefit for major medical and a major medical limitation not to exceed \$500,000. Effective January 1, 1987, the major medical limitation will be increased to \$1,000,000.00.

### **1.4 Administration of Claims under Self Funding.**

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

### **1.5 Right of Conversion or Continuation.**

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request shall be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

### **1.6 Health Insurance Committee.**

If the District establishes a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

### **1.7 Self Funding and Financial Security Consideration.**

The District agrees to give serious consideration to the size of the group for self insurance in order to insure financial security of any self insurance plan. The Association will be fully informed of the actual bases upon which the decision is made.

**ARTICLE V Cont'd.**

**1.8 Responsibility for Enrollment.**

Provision of this insurance is not automatic. It shall be the responsibility of the administrator entering the Auburn School System -- or rejoining it after an extended absence -- to confirm at the Board Office his/her desire for coverage, and effective date thereof.

**1.9 Health Care Coverage for Retirees.**

Members of the negotiating unit who retire after a minimum of ten consecutive years of service as a District Administrator, or with 15 years of service in the District, will pay premiums as contained in this section and except for rate of premium contribution, shall be subject to the other provisions contained in this Article. In addition, the Auburn Enlarged City School District will provide continuous coverage of a retiree's New York State Health Insurance Plan or its equivalent premiums.

Effective July 1, 2002, members of the negotiating unit who retired prior to July 1, 1998, shall receive the premium contribution that they received as of the date of approval of the 2001-2005 agreement.

For employees retiring after July 1, 1998, through June 30, 2002, the District shall pay as follows: 100% of retired employee and 35% of the retired employee's dependents less any amounts the retiree is required to pay in section 1.2 above. The same for Medicare when applicable.

Effective July 1, 2002, the District shall pay premiums for individuals retiring after July 1, 1998, as follows: 90% of retired employee and 35% of the retired employee's dependents less any amounts the retiree is required to pay in section 1.2 above. The same for Medicare when applicable.

Effective July 1, 2003, the District shall pay premiums for individuals retiring after July 1, 1998, as follows: 85% of retired employee and 35% of the retired employee's dependents less any amounts the retiree is required to pay in section 1.2 above. The same for Medicare when applicable.

**1.10 Pro-ration of Benefits for Part Time Administrators.**

Effective July 1, 1994, part-time administrators who are eligible for insurance coverage and who are hired on or after July 1, 1994, will be required to pay for insurance on a pro-rated full time equivalent basis.

**Section 2. Dental Insurance**

The Auburn Administrators Association will be provided with a dental insurance program equivalent to that provided to other school district employees.

## **ARTICLE V Cont'd.**

2.1 The District's contribution shall not exceed \$250 for the cost of the premium per member of the negotiating unit for a dental program providing individual/family coverage that would have a schedule of benefits equal to the Blue Shield High Option Basic Dental Plan.

2.2 In the event the District modifies the schedule of benefits for the dental program as a result of the District/ATA study committee, such modified schedule of benefits shall be applicable to employees covered by this agreement.

### **Section 3. Executive Physical Examination**

3.1 Upon acceptance of employment and within the first year as an administrator in the District and for every three (3) years thereafter, each administrator will submit to a physical examination either by the District's designated physician, or by the personal physician of the administrator. The District agrees to reimburse members of the negotiating unit up to \$100.00 for the costs of his or her triennial physical examination that is not otherwise covered by the health care plan. The employee must submit receipts for the claimed expenses with his or her application.

3.2 If within the physician's professional opinion a more extensive examination is recommended, the District will assume that portion of medical expenses incurred which are not covered by the District's Health Insurance Program.

### **Section 4. Term Life Insurance**

Effective as soon as feasible after the ratification of the agreement, on or after July 1, 1990, the Board of Education agrees to provide a group term life insurance policy that is mutually acceptable to both parties with a face value not to exceed \$50,000 for each member of the negotiating unit.

## ARTICLE VI

### Personal Injury

**Section 1.** In the course of their employment, administrators run the risk of physical or property injury from assaults by students, non-students and parents.

1.1 Whenever an administrator is absent from school as a result of personal injury caused by such an assault occurring in the course of his employment, he will be paid the difference between the compensation salary and his full salary for the period of such absence up to one (1) year from date of injury, and no part of such absence will be charged to his annual sick leave. The administrator shall be reimbursed for damage to such personal property as glasses, watches, etc. resulting from such an assault.

1.2 The School Board shall have the right to have the administrator examined by a physician designated by the School Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his duties, and the opinion of said physician as to the set period shall control.

**Section 2. The School Board Will Reimburse Administrators For:**

2.1 Any clothing damaged or destroyed in the course of employment, excluding natural wear and tear, resulting from a reported hazard, providing that such damage has not been caused by the administrator's negligence. (Except minor items costing less than \$10.)

2.2 The School Board will reimburse Administrators, to cover the deductible of the administrator's auto insurance, for damages to automobiles that occurs as a result of official school activities.

2.3 The cost of medical, surgical or hospital services (less the amount of any insurance or other reimbursement), incurred as a result of any injury sustained in the course of employment, provided such injury has not been caused by the administrator's negligence.

**Section 3.** Whenever an administrator is absent from school as a result of personal injury incurred in the actual performance of his duties, he will be paid the difference between Workmen's' Compensation and his full salary for the period of such absence up to 180 days from the date of injury. No part of such absence will be charged to his annual sick leave.

## ARTICLE VII

### Leaves of Absence

#### Section 1. Absence - Temporary

REASON	LENGTH (Annually)	PAY	CUMULATIVE	SPECIFICS
1.1 Personal/Family Illness	40 school days for first year; 16 days per year thereafter for 12 month employees, 14 days per year thereafter for 11 month employees.	Full	Up to 228 school days for the 2008-10 school years.	
1.2 Family Death	Maximum 3 school days Under extenuating circumstances the District may grant up to two (2) additional school days leave for family death	Full	Non-Cumulative	Spouse, parent, grandparent, grandchild, child, sibling of administrator or spouse
	Maximum 1 school day  In case of the death of a close friend or other relative not included above, the Superintendent may at his discretion grant a one (1) day leave of absence.	Full	Non-Cumulative	Aunt and Uncle
1.3 Personal Business	Personal business leave is to be used for matters which cannot be scheduled outside of school hours. Board of Education will provide three (3) days of personal business leave per year, non- cumulative, loss of salary. Personal business leave days shall not be deducted from accumulated sick leave.  Requests for personal business leave shall be made	Full	Unused personal business leave is cumulative as sick leave up to total sick leave accumulation.	

on forms provided for the purpose and which shall be available in each school office. Except in an emergency situation, requests for personal business shall be made at least forty-eight (48) hours in advance of the leave.

Personal business leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social, recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the board of education, or for conducting activities on behalf of the association, its affiliates or any similar organization. In consideration of the above stipulations no specific reasons need be given for the personal business leave days when requesting personal business leave. However, an employee must have a reason which conforms to the above provisions.

1.4 Court or Government Agency Appearance

Court or government agency appearance for appearances on behalf of the District

Full

Non-Cumulative

1.5 Military Training

10 school days

Full\*

Non-Cumulative

Board grants on request in accordance with Sec. 242 Military Law of

New York State,  
insofar as possible,  
such leaves will be  
scheduled during the  
summer.

1.6 Jury Duty	As summoned	Full*	Non-Cumulative	Notice to Principal and Superintendent
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\*In sections 1.5 & 1.6 above,  
less any compensation  
received.

1.7 Notes:	Individual administrator's per diem pay shall be deducted for absence not approved.
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An administrator is not  
required to provide for his  
substitute.

Misuse of leave policy shall  
call for a conference with the  
Superintendent; continued  
misuse shall be grounds for  
dismissal.

By October 31 annually,  
administrators shall be  
notified in writing of the  
number of days of sick leave  
used in the preceding year,  
and the accumulated days  
left to their credit.

Section 2.  
Absence -  
Extended

2.1 Extended Personal Illness	1 year or more at discretion of Superintendent	None	None	Applies only after all accumulated sick leave pay is used.
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2.2 Auburn Administrators Association Business	Maximum - 2 years	None	None	Elected officers to research, etc.
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2.3 Peace Corps or Exchange	Maximum - 2 years	None	None	Must be participating full time
2.4 Military Service		None	None	Shall be in accordance with provisions of Military Law 243.
2.5 Family Care	Maximum - 1 year	None	No increment	Board may extend or reduce time.
2.6 Others	Leaves of absence without pay may be granted by the Board for other good reasons (such as political activity, family hardship).			
2.7 Notes:	<p>1. The requestor must have been employed by the Auburn System for three (3) years for an except 2.4 above, and 2.5 as it would relate to an administrator's request for a child care leave as distinguished from a Family care leave. Further the Board of Education, upon the request of a tenured administrator, may extend a child care leave for one (1) additional year.</p> <p>2. Upon return from leave under any of the above provisions, the Administrator will have restored all benefits to which he was entitled when leave began, if applicable. (e.g., accumulated sick leave except provision #1. He will be restored to the position he held at departure, if available, or if not, then to</p>			

the most equivalent position available unless by mutual consent of administrator and Board.)

3. Extended leaves (more than ten (10) days) shall be applied for in writing through the Superintendent's Office, as shall all requests for extensions or renewals. The Superintendent will respond in writing within one (1) week.

4. Leaves shall be requested as soon as need for same becomes known to the individual.

5. Family care includes that which was formerly referred to as maternity leave but now is denominated as child care leave.

## **ARTICLE VIII**

### **Educational Visits, Conferences and Curriculum**

#### **Section 1. Curriculum**

Proposed curriculum will be discussed with the administrators involved and the Board of Education, prior to adoption by the latter.

#### **Section 2. Educational Visits**

Prior to budget time each principal and personnel responsible for departments shall, to the best of their ability, plan with their staff the educational visits to be made during the following school year. It will be the responsibility of the principal to request sufficient funds in his annual budget request to cover the anticipated conferences and educational visits.

#### **Section 3. Conferences**

Conference requests which will be given priority for inclusion in the budget are those made by administrators who are:

- 3.1 Members of the organization sponsoring the conference.
- 3.2 Engaged in the activities directly associated with the conference theme.
- 3.3 Planning to undertake an activity or innovation directly associated with the conference theme.
- 3.4 Directed to attend by the Superintendent or his assistants.
- 3.5 In leadership positions in the organization and/or participating in the program.
- 3.6 Prepared to demonstrate tangible benefits that will accrue to the District through such attendance.
- 3.7 Full salary and expenses shall be reimbursed for approved educational conferences and visits.
- 3.8 When the request of an administrator to attend a conference is denied, the reason(s) for refusal shall be given in writing.

## **ARTICLE VIII Cont'd.**

### **Section 4. Educational Grants**

In addition to the moneys traditionally available for attendance at conferences described in Section 3 above, the School District agrees to provide an amount not to exceed \$28,000 each school year during the term of this agreement for individual grants for staff development and professional growth, to be awarded pursuant to guidelines mutually established by a joint committee as hereinafter constituted.

The funds will be distributed by a committee consisting of two Administrators selected by the president of the Auburn Administrators Association and two persons selected by the Superintendent of Schools. In the event that there is not an agreement approving the allocation of funds to an Administrator who applies, any dispute would be submitted to the Board of Education for a final determination. This committee must be constituted and have its first meeting no later than December 16, 1994.

4.1 Educational grants and professional growth opportunities with pay for professional development shall be made available to members of the professional staff who meet requirements set forth herein. The objectives of such grants and opportunities is to increase each such administrator's value to the school system and thereby improve and enrich its program.

4.2 The grants and opportunities with pay may be granted for approved study including enrollment in an acceptable college or university; and/or participation in a worthwhile educational project; and/or field work directly related to the applicant's administrative or supervisory responsibilities.

#### **4.3 Eligibility**

Any administrator covered by this Agreement is eligible to request an educational grant and pay for professional growth opportunities.

Nothing herein contained is intended to be a substitute for Graduate Study benefits provided under Article XIX, Section 3 infra.

## **ARTICLE IX**

### **Lesson Plans**

It will be the responsibility of each principal to ascertain that the requirements are fulfilled by all teachers:

**Section 1.** Each teacher will outline in advance long-range plans covering a unit, a semester, or some other segment of work acceptable to the principal.

**Section 2.** Each non-tenured teacher will also prepare plans for each week, at least one (1) week in advance, setting forth objectives to be accomplished, work to be covered, materials to be utilized, and evaluative techniques. Where necessary, the Building Principal or Supervisor may require more detailed plans of the individual teachers. These will be kept in a place approved by the Principal.

**Section 3.** Each tenured teacher will prepare plans for each week, setting forth work to be covered and materials to be utilized. Where necessary, the Building Principal or Supervisor may require more detailed plans of the individual teacher.

#### **Section 4.**

4.1 Each teacher shall have prepared at all times no fewer than two (2) enrichment lessons, and place same on file in the Principal's office. These will be available for use by a substitute who may be unable to carry out the daily plans. These plans should not require specific subject matter background on the part of the substitute in order to be successful.

4.2 Serious deviations should be indicated on the regular written evaluation form to the Superintendent.

## ARTICLE X

### Ethics

**Section 1.** The Board and the Association agree that the best interest of the pupil of the District will be served when the relationships between both parties are marked by wholesome ethical behavior. Standards of this nature, when understood and adhered to by all concerned, can provide an environment within which both parties can pursue their mutual goal of seeking the best educational opportunities for the pupils of the District.

**Section 2.** Codes developed by respective state and national associations shall be considered acceptable standards.

**Section 3.** Any information or requests made between the Board and Association shall be made in mutual good faith.

## ARTICLE XI

### Promotions

**Section 1.** In the event of all vacancies, except the position of Superintendent of Schools, the following procedures will be observed:

- 1.1 Such vacancies shall be adequately publicized, which shall mean, as a minimum, that notice shall be posted in every school clearly setting forth a description of, and the qualifications for, the position.
- 1.2 Notices shall be posted on the first Monday of April, May and June, or in no event less than two (2) weeks before the final date for submission of applications.
- 1.3 Persons who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his authorized agent within the time limit specified in the notice.
- 1.4 Promotional vacancies shall be filled only after all applications have been considered.
- 1.5 All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status; nor shall appointment be withheld because of applicant's participation in negotiation or grievance procedures.
- 1.6 A minimum and maximum salary range will be advertised with vacancy.
- 1.7 A change in requirement and/or salary range will require a re-posting of a vacancy if the agreed upon salary is more than a \$5,000 difference from the original post.

### **Section 2. Interim Vacancy**

If a vacancy occurs in the position of a Principal or Assistant Principal, and if the Superintendent fills said position from the Administrative Unit, such member shall be paid at the proper salary for the duration of the interim appointment.

## ARTICLE XII

### Voluntary Transfers and Assignments

- Section 1.** Administrators who desire to transfer to administrative positions in another building made vacant shall file a written statement of such desire with the Superintendent.
- Section 2.** No assignment of new administrators in the school system shall be made until all pending requests for reassignments or transfer have been acted upon.
- Section 3.** No later than May 1 of each year, the Superintendent shall post in all school buildings a supplemental list of known administrative vacancies. No later than May 15, administrators may request in writing reassignment or transfer to the positions listed.
- Section 4.** The Superintendent shall make available to the applicant requested information pertaining to individual reassignment and/or transfer.
- Section 5.** The Principals in question shall share in the decision-making for all voluntary transfers in assignment.
- Section 6.** Should a request for voluntary reassignments be denied, the Superintendent will give a written explanation to the applicant.

## ARTICLE XIII

### Involuntary Transfers and Assignments

- Section 1.** When involuntary transfers are necessary, the following factors will be considered in order of importance as listed: Administrator's area of competence in relationship to the instruction requirements; quality of performance; staff availability; length of service in the Auburn School System.
- Section 2.** An involuntary transfer will be made only after a meeting between the individual and the Superintendent or his designee, at which time the individual will be notified of the reasons for the proposed transfer of an administrator.
- Section 3.** Insofar as possible, involuntary transfers will be made to a position in the administrator's area of specialization.
- Section 4.** The tenure status of administrators who are transferred from a position for which permanent tenure has been granted will be determined by the provisions of the Education Law.
- Section 5.** Administrative personnel shall be consulted before receiving involuntary teacher transfers and shall share in the decision-making process regarding the same. The Administrative Personnel has the option of indicating his acceptance or rejection of any and all involuntary transfers and reassignments subject to final decision by the Superintendent.
- Section 6.** Procedures for reassignment after reduction of staff shall be subject to negotiations.

## ARTICLE XIV

### Personnel Files

Personnel files maintained in the Central Office serve as a repository for a variety of documents pertaining to a person's service in the District and may include placement material, information relating to retirement, results of evaluation or other supervisory activities, copies of correspondence, etc. These files are maintained as administrative convenience and serve administrative purposes only. To be useful, they must be comprehensive and not limited in scope. Thus, the files will tend to accumulate a wide range of materials including some which may reflect negatively upon an administrator's conduct, character, service or personality.

- Section 1.** Each file will be made current by the beginning of each school year. The Superintendent will cull and destroy materials of an extraneous nature.
- Section 2.** Each person will have opportunity to read and sign any aforementioned negative entries, with the exception of confidential placement and reference materials, that are to be retained beyond a two (2) year period. Such signature does not necessarily indicate agreement with the content. Should the person disagree with the entry, he shall have the opportunity to attach his written response.
- Section 3.** These files are to be maintained at the central offices of the school district.
- Section 4.** Entries to the files may be made only by the Superintendent and his Assistants, or at their direction.
- Section 5.** These files are not public. Access thereto shall be limited to the Superintendent, his Assistants, and the Board of Education for official purposes through the Superintendent. An administrator shall be provided opportunity to make copies of any materials in his/her file to which access is provided in 2 above.

## **ARTICLE XV**

### **Textbooks and Supplies**

**Section 1.** It is the responsibility of each Principal to:

- 1.1 Review anticipated enrollments prior to budget time annually to determine the number of books required.
- 1.2 Make budget requests by book titles, to insure an adequate supply.
- 1.3 Ascertain from the teachers, in writing, all textbooks that through age, condition, or content are deemed inappropriate.
- 1.4 Ascertain from the teachers, in writing, shortages of textbooks, indicating the numbers required.
- 1.5 Organize his staff to review texts annually to "cull out" books that should be discarded.
- 1.6 Submit within six (6) weeks of school's opening, a report to the Central Office on the number of texts needed to meet enrollment.
- 1.7 Participate willingly on committees, which shall be convened to study the appropriateness of existing textbooks and/or to review proposed new textbooks.

**Section 2.** The Board of Education will seek the counsel and advice of its administrative staff prior to making a change in textbooks, with opportunity provided for those affected by the change to register their approval or disapproval of the proposed text.

**Section 3.** The Board of Education will insure that adequate teaching supplies are provided. It is the Building Principal's responsibility to determine the necessary supplies with his staff; to request budgetary provision for same; and to communicate to the requesting teacher the disposition of said request.

**Section 4.** The Board will provide opportunity for review of forms and procedures for purchase and/or requisitioning of supplies, equipment and repairs.

**Section 5.** The Board will provide a list of substitutes for secretaries, teacher aides, cafeteria or lunch room aides to each building administrator.

**ARTICLE XV Cont'd.**

**Section 6.** An Administrator may initiate a request to the Superintendent for a partial, released time, planned in-service activity for personnel of a building based on the unique needs of the staff to develop an innovative, revised extraordinary, or new approach to the educational process for students and staff. Such requests may be referred to the appropriate administrative council for their advice and/or reaction. Approval for this type of program will depend on its value to the school system, its proposed tangible benefits to the educational process, and/or the economics of its implementation.

## ARTICLE XVI

### Academic Freedom

It is the policy of the Auburn Board of Education to maintain and encourage full freedom, within the law of inquiry, teaching and research. In the exercise of this freedom, the administrator may discuss controversial issues within his own specialization at a level of sophistication appropriate to the maturity of the pupil. Such issues should be identified as controversial, and all sides presented fairly and objectively. In his role as a citizen, the administrator has the same freedom as other citizens. He should be mindful, however, that in his extra-mural activities he has responsibilities to his profession and to the young people he serves.

**Section 1.** One means of realizing the maximum potential of a democracy is for each citizen to have the opportunity to play his role in society to the limit of his talents. Decisions concerning school learning experiences which will develop a pupil's talent can be made best by teachers and administrators who know the learner and have professional experience and training.

**Section 2.** The Board of Education shall not undertake the banning of books and materials without full examination and careful evaluation in cooperation with its professional staff.

**Section 3.** Any individual arrangement, agreement or contract, pertaining to terms and conditions of employment, between the Board and an individual administrator, executed during the life of this Agreement, shall be made subject to and consistent with the terms of this Agreement.

**Section 4.** If any provision of this Agreement or application thereof shall be found contrary to law, then such provisions or application shall not be deemed valid in subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVII

### Administration

#### Section 1. Length of Work Day

1.1 Each administrator will be required to work eight (8) hours minimum per day which includes one-half (1/2) hour for lunch.

1.2 Compensatory time will be allowed for the lunch period not taken up to a limit of one (1) hour when taken during the calendar week. Previous practices relating to business luncheon commitments are in no way affected.

#### Section 2. Length of Work Year

2.1 For the duration of this agreement, it is the intention of the District to honor the established good faith practices with respect to length of work year. Both parties agree that assignments of unit members to meetings, conferences, committees or activities shall be reasonably and fairly applied. Administrators shall work all scheduled days less holidays and approved vacation days pursuant to section 3 below.

#### Section 3. Vacation (12 month employees only)

3.1 Administrators shall be entitled to twenty (20) vacation days each year non-cumulative.

3.2 Effective July, 1980, and in addition to the vacation days granted according to Section 3.1, members of the negotiating unit shall be granted additional, non-cumulative vacation days according to the following table:

At the start of the 10th year through the 14th year of professional service with the District -- 2 days for a total of 22 days.

At the start of the 15th year through the 20th year of professional service with the District -- 2 days for a total of 24 days.

At the start of the 21st year and for each year of professional service with the District -- 1 day for a total of 25 days.

3.3 By July 1st each school administrator shall submit a schedule for anticipated use of vacation days. Prior approval of the Superintendent of Schools or his authorized designee must be obtained before these days may be taken. In the event an administrator is unable to use his or her annual vacation entitlement, up to a maximum of ten (10) vacation days may be carried over to the next school year.

The maximum accumulation shall not exceed the current year entitlement plus up to ten (10) carry over days at any time.

## **ARTICLE XVII Cont'd.**

3.4 Each unit member may receive payment for up to five (5) unused vacation days if approved in advance by the Superintendent of Schools. The payment will be made at the unit member's per diem rate calculated at 1/240. The payment will be made within thirty (30) days following the completion of the school year.

### **Section 4. Holidays**

Administrators shall be entitled to thirteen and one-half (13.5) holidays each year.

### **Section 5. Sick Bank**

5.1 Administrators who wish to belong to the sick leave bank shall contribute a minimum of one (1) sick leave day in each school year. Any Administrator who does not contribute to the sick leave bank cannot use the sick leave bank. Donated days will not be returned to the donator if there are unused sick leave bank days at the end of a school year.

5.2 Sick leave bank days shall be donated and taken out in whole day units.

5.3 Sick leave banks days may only be used for catastrophic illnesses and catastrophic injuries, and shall not be used for ordinary illnesses, injuries or medical conditions.

5.4 An Administrator may use sick leave bank days only after he/she has exhausted all of his/her accrued paid leave time. The Administrator shall make a written request to use the sick leave bank to the sick leave bank committee, which shall be comprised of the Association President or his/her designee and the Superintendent or his/her designee. The written request shall include a description of the illness or injury and the length of the leave requested. The Administrator shall be required to furnish additional information as needed by the Committee to make a decision. Sick leave days will be granted only where there is a unanimous recommendation by the Committee.

5.5 The maximum number of sick leave bank days that an individual unit member may use in a school year is twenty (20) days.

5.6 The maximum number of sick leave days allowed in the bank in any school year shall be one hundred (100) days. Unused days at the end of a school year may be carried forward into the following school year. If the sick leave bank becomes depleted, additional donations can be made to the bank, subject to the rules set forth herein.

5.7 The Association shall be responsible for maintaining all documentation and records regarding the sick leave bank. The District will be entitled to copies of any documents or records upon request.

**Section 6.** There shall be a defined job description for the position made available for all administrative positions.

**Section 7.** For the school years 2008-09, 2009-10, administrators covered by the labor agreement between the Auburn Enlarged City School District and the Auburn Administrators Association shall be paid at a daily rate of 1/240 of their annual salary for all work required and performed by them beyond their normal work year. Any deductions from their salary shall be computed at the same rate.

**Section 8.** The parties recognize that the District has a need to establish and structure services for the benefit of the public and the children attending the schools of the District. At times the District may establish acting or interim positions and create new and different educational programs.

In those instances where opportunities or positions are established within the negotiating unit represented by the A.A.A., the District will post a notice of the opportunity or position together with a description of qualifications, responsibilities, compensation, and anticipated length of service.

## ARTICLE XVIII

### Salary and Related Compensation

#### **Section 1. Administrative Salaries – 2008-2009 and 2009-2010**

1.1 For the 2008-09 school year each returning administrator's salary will be increased above his or her prior year's salary by four percent (4.0%) percent.

1.2 For the 2009-10 school year each returning administrator's salary will be increased above his or her prior year's salary by four percent (4.0%) percent.

#### **Section 2. Graduate Study**

2.1 An administrator who desires to take a credit-hour course offered by colleges for the express purpose of improving his professional value to the District as an administrator, shall make written application to the Superintendent for approval.

2.2 Approval for such a course shall be at the discretion of the superintendent and approval or disapproval shall be given to the applicant in writing on a copy of the application within 10 work days of its submission.

2.3 Upon successful completion of such a credit-hour course, the administrator shall be reimbursed by the district for the actual cost of the course's tuition, student activity fees and lab fees, if any.

2.4 To receive reimbursement the administrator shall submit to the District a written expense report with proper receipts attached together with evidence of satisfactory completion of the course.

2.5 Payment under this section shall apply to graduate credit hours beyond a bachelor's degree and administrators shall be eligible to receive reimbursement for three (3) credit hours per semester, up to a total of six (6) hours per fiscal year of the school district.

## **ARTICLE XVIII Cont'd.**

2.6 Effective July 1, 1990, a member of the negotiating unit who has earned a doctorate will receive a stipend of the same amount payable to teachers for a doctorate, which will be added to base salary. In order to be eligible for payment for a doctorate, the program must be related to employment and the member must have the approval of the Superintendent prior to the commencement of the educational program.

### **Section 3. Travel Expense**

3.1 The Athletic Director, Supervising Nurse and Curriculum Coordinator will be reimbursed for both in-district (day time) and out of district travel at the prevailing IRS rate in effect as of July 1, of each year for approved travel. No reimbursement shall be claimed for travel to and from home.

### **Section 4. Committee for Recognition of Excellence and Service**

4.1 The parties agree to establish a committee for recognition of excellence and service. The committee shall be comprised of members mutually agreeable to the A.A.A. and the District. A written recommendation will be made no later than June 30, 2003, to the membership and the Board of Education for consideration.

## ARTICLE XIX

### Miscellaneous Provisions

**Section 1.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**Section 2.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policy of the Board. The Board and the Association agree that all items of concern to either side have been negotiated as provided in this Agreement and will not be re-opened by either side during the life of this Agreement except as provided in the "Agreement to Negotiate". This shall not be construed as any intention to circumvent the Taylor Act.

**Section 3.** Copies of this Agreement shall be printed at the Board's expense and given to all administrators now or hereafter employed. If possible, distribution will be made on or before September 30, or if ratification by both parties takes place after September 1, then within thirty (30) calendar days thereafter.

#### **Section 4. Due Process**

The Auburn Enlarged City School District agrees that it will provide an administrator with a conference prior to the initiation of any formal discipline pursuant to Section 3020 and 3020-a of the Education Law. In addition, the School District will give an administrator prior notification of any counseling letter that is to be placed in his or her personnel file.

#### **Section 5. Taylor Law, Section 204-A. Agreements Between Employers and Employee Organizations.**

5.1 "It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by Amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

5.2 "Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification."

5.3 "Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."

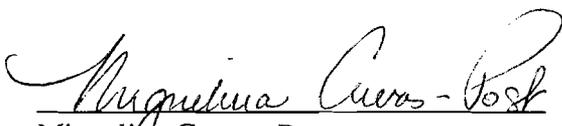
**ARTICLE XX**

**Recognition, Duration and Signatory**

This Agreement has been cooperatively developed under the Public Employees Fair Employment Act, and represents the good faith efforts of both parties to continue their effective and harmonious relationship. The duration of this Agreement shall be July 1, 2008 through June 30, 2010.

**FOR THE ASSOCIATION:**

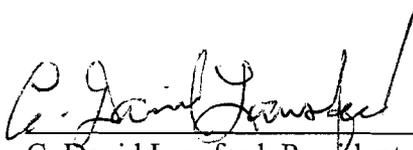
**FOR THE DISTRICT:**

By:   
Miguelina Cuevas-Post  
President  
Auburn Administrators' Association

By:   
J. D. Pabis  
Superintendent of Schools

5/8/08  
Date

5-14-08  
Date

By:   
C. David Lansford, President  
Board of Education

5/13/08  
Date

March 15, 2002

Mr. Gary Robertson  
President  
Auburn Administrators' Association  
Genesee Elementary School  
Auburn, New York 13021

**Re: Health Insurance Benefits in  
Retirement**

Dear Mr. Robertson:

This side letter is for the purpose of explaining an understanding between the Auburn Administrators' Association and the Auburn Enlarged City School District with respect to eligibility for health insurance benefits in retirement for Charles Mitchell.

With respect to the issue of eligibility for health insurance benefits in retirement for Charles Mitchell, it is agreed by both parties that Mr. Mitchell shall be eligible for benefits contained within the provisions of Article V Insurance, section 1.9 of the Agreement Between Auburn Administrators' Association and the Auburn Enlarged City School District 2001 – 2005 providing that he retires from employment with the Auburn Enlarged City School District on or before June 30, 2003. It is further agreed that Mr. Mitchell shall not be required to meet the minimum years of service requirement as contained within section 1.9.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

March 15, 2002

Mr. Gary Robertson  
President  
Auburn Administrators' Association  
Genesee Elementary School  
Auburn, New York 13021

**Re: Patricia Palmer – Assignment as  
Administrative Specialist**

Dear Mr. Robertson:

This side letter is for the purpose of explaining an understanding between the Auburn Administrators' Association and the Auburn Enlarged City School District with respect to the assignment of Patricia Palmer to the part time position of Administrative Specialist.

The parties agree that this assignment is a unique assignment of a current administrator to a part time position and that it does not establish any practice or precedent with respect to the inclusion of temporary or part time positions in the negotiating unit represented by the Auburn Administrators' Association. Patricia Palmer will be appointed to a part time position of Administrative Specialist and will continue to be eligible to receive salary and benefits for the position as if it were included within the administrative negotiating unit. Patricia Palmer will serve on a sixth-tenths basis from the effective date of her appointment on February 4, 2002, through February 7, 2003, at which time she shall resign from employment for the purposes of retirement. Her salary will be calculated on a pro-rated basis. During this period she shall perform the duties of Administrative Specialist as described in the memorandum prepared by John Plume dated January 22, 2002.

The Auburn Enlarged City School District will continue payment of the same level of contributions (as if she were a full time administrator) towards Ms. Palmer's medical/dental insurance, retirement pension, and life insurance until the effective date of her retirement. Ms. Palmer's salary and vacation leave days will be prorated to reflect the new work schedule (sixth-tenths FTE). The arrangements described above shall be contingent upon receipt from Patricia Palmer a letter of resignation as Principal of Owasco Elementary School and a letter of

retirement effective not later than February 7, 2003 and subsequent approval by the Board of Education.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

January 9, 2003

Mr. Gary Robertson  
President  
Auburn Administrators' Association  
Genesee Elementary School  
Auburn, New York 13021

**Re: Compensatory Time for  
Saturday or Sunday Assigned Work**

Dear Mr. Robertson:

This side letter is for the purpose of explaining an understanding between the Auburn Administrators' Association and the Auburn Enlarged City School District with respect to compensatory time for Saturday or Sunday assigned work.

With respect to the issue of work that is assigned by the Superintendent of Schools or designee to be performed by members of the negotiating unit in the area of supervising students who are involved in interscholastic athletics or extra-curricular activities, it is agreed that administrators in the negotiating unit represented by the Auburn Administrators' Association shall be entitled to compensatory on the following basis. If work is not assigned by the Superintendent, but is assigned by a designee of the Superintendent, such as a Building Principal, or authorization for such work is sought by a member of the negotiating unit, the member must give forty-eight (48) hours notice to the designee and receive prior approval in writing.

An administrator who is assigned to perform supervisory duties as described in this side letter shall be entitled to the actual time worked from a minimum of one (1) hour to four (4) hours of compensatory time for time assigned to commence and be completed on a Saturday or Sunday. The administrator shall be entitled to eight (8) hours of compensatory time if he or she is assigned to perform more than four (4) hours of work. Travel time to and from the residence or home of an administrator to the assigned work location, and meal periods where supervisory duties are not required shall not be included. Any accumulated compensatory time must be used within sixty (60) days of earning the time.

It is understood and agreed between the parties that except as provided in Article XVII of the negotiated agreement the number of hours required to perform work during Monday through Friday is not limited to eight (8) hours a day and constitutes an essential part of the position of being an administrator in the Auburn Enlarged City School District.

This side letter shall take effect on September 1, 2002.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

**FRAMEWORK – EVALUATION OF PRINCIPALS, ASSISTANT PRINCIPALS, COORDINATORS, SUPERVISORS, DIRECTORS, AND DEPARTMENT CHAIRPERSONS COVERED BY “AGREEMENT” BETWEEN AUBURN ENLARGED CITY SCHOOL DISTRICT**

**AND**

**AUBURN ADMINISTRATORS ASSOCIATION**

**February 22, 2005**

**PHILOSOPHY** – The Board of Education of the Auburn Enlarged City School District supports the regular evaluative feedback for school administrators in order to ensure that performance is in keeping with Board expectations, to provide the administrator with information for continuous growth, and to establish future goals and directions. Evaluation of administrators will be an ongoing process.

**SUPERINTENDENT’S RESPONSIBILITY FOR ADMINISTRATIVE EVALUATIONS** – The Superintendent of Schools has the responsibility for conducting appropriate evaluations for all administrative staff. He/She may delegate this responsibility to an Assistant Superintendent of Schools. It is intended that each administrator will be evaluated by the same individual for an entire academic year.

**FORMAT OF EVALUATION DOCUMENT:**

1. Narrative in style – format will be consistent for all members of the bargaining unit and mutually agreed on by AAA and AECSD.
2. Areas of Evaluation – [Based on the work of the Blue Ribbon Panel on School Leadership sponsored by NYSED, October, 2001 – see attached]
  - a. Instructional Leadership
  - b. Management of Students
  - c. Supervision of Faculty and Staff
  - d. Professional and/or Personnel Growth
  - e. Planning/Maintenance of the Educational and Physical Setting
  - f. Administrative Leadership

**TIME FRAMES:**

1. Prior to September 1 – Superintendent of Schools to designate person to evaluate each administrator for the current school year.
2. Prior to September 15 (for non-tenured administrators) – Administrator holds initial meeting with evaluator for the following purposes:
  - a. Review evaluation methods, criteria and agreed upon format.
  - b. Discuss areas of mutual interest within areas covered by the evaluative process.

3. By October 1st – Administrator submits Goals/Action Plans [in writing] for the current school year to evaluator for review, review evaluation methods, criteria and agreed upon format.
4. By October 15th [if needed] – Administrator and evaluator meet to review Goals/Action Plans submitted by the Administrator. At this meeting, the evaluator and administrator will agree how the administrator will document accomplishments with his/her Goals/Action plans for the year. This will be part of the performance criteria. [Format for submission of Goals/Action Plans shall be consistent for all Administrators and mutually agreed on by AAA and AECSD]. Adjustments made to Goals and Action Plans as mutually agreed upon.

Note: If needed as a result of this meeting, a final copy of the Goals/Action Plans will be developed and submitted to the evaluator.

5. By January 15th – For non-tenured administrators OR by mutual agreement between evaluator and tenured administrator – Conference held to review status of Goals/Action Plans for the year. Revision of Goals/Action Plans will be mutually developed as appropriate. [Evaluator is responsible for preparing written notes on this meeting and providing copy to Administrator and copy to Personnel File]
6. By July 15 – Conference held between evaluator and administrator to review Goals/Action Plan for the past school year. [Evaluator is responsible for a written summation of goals attainment on this meeting and providing a copy to Administrator and to the Personnel file.]
7. Where written notes of meetings are provided for in #1-6 above, such notes shall be developed and provided to the Administrator with 10 working days of the meeting date.

**PERFORMANCE CRITERIA** – The following is a sample of items that may be included in an Administrator’s Goals/Action Plans but is not limited to this list nor expected that all areas listed below will be included.

1. Instructional Leadership
  - a. ensures that the instruction provided by the teachers employed in the school is consistent with the courses of study and education programs prescribed by the Board of Education, Legislation, and/or Commissioners Regulations
  - b. provides for staff involvement
  - c. encourages innovation
  - d. establishes an atmosphere conducive to teaching and learning
  - e. supervise an effective student evaluation program
  - f. supervises and evaluates the instructional program

- g. encourages the use of technology to provide additional opportunities for learning or to enhance the quality of student work

2. Management of Students

- a. Establishes and maintains fair, firm, and consistent discipline system for all students
- b. stimulates positive student morale
- c. maintains high health and safety standards
- d. promotes individual student excellence
- e. informs students of the goals, aims, objectives, procedures, rules, events, and activities of the school
- f. maintains student records
- g. maintains sound reporting systems

3. Supervision of Faculty and Staff

- a. stimulates positive staff morale
- b. communicates effectively
- c. supervises and evaluates staff performance
- d. encourages staff cooperation and mutual respect
- e. sets a professional example

4. Professional Growth

- a. Shows evidence of annual professional growth

5. Planning/Maintenance of Educational and Physical Setting

- a. cooperates in maintaining the physical plant and grounds
  - b. makes efficient use of the physical plant and grounds
-

- c. maintains school records in terms of students, teaching, and non-teaching personnel, and inventories
  - d. establishes and implements effective budgeting procedures
  - e. maintains an efficient student information system
  - f. maintains and updates materials and equipment
6. Administrative Leadership
- a. Site Based Decision Making
    - 1. plans effectively on a short and long term basis
    - 2. aligns school goals with district, state, and federal goals
    - 3. develops an annual educational plan
    - 4. develops an annual school results report
    - 5. utilizes effective recruitment practices
    - 6. involves parents
  - b. Relations with Community
    - 1. assess community needs
    - 2. cooperates with community agencies
  - c. Professional Conduct
    - 1. maintains good working relationship with colleagues, students, and parents
    - 2. communicates effectively

**PROCEDURES FOR DEALING WITH IDENTIFIED SIGNIFICANT PROBLEMS** – When an evaluator identifies what the evaluator believes are significant problems with an administrator, the evaluator shall undertake the following:

- 1. Identify the problems and communicate, in writing, the areas of deficiency that the administrator is expected to rectify and a timeline for rectifying the problems.

2. After no more than 40 school days a re-evaluation will be conducted by the original evaluator; and
3. If the concerns are resolved the regular program of evaluation resumes; or
4. If the concerns have not been resolved then the evaluator will select one of the following:
  - a. the evaluation process will continue until there is improvement, or
  - b. the evaluation process will continue until there is a recommendation to the superintendent/Board of Education to terminate the administrator [if non-tenured] or commence 3020-a proceedings [if needed].

### **ESSENTIAL KNOWLEDGE AND SKILLS FOR EFFECTIVE SCHOOL LEADERSHIP**

#### **1. LEADERS KNOW AND UNDERSTAND WHAT IT MEANS AND WHAT IT TAKES TO BE A LEADER**

Leadership is the act of identifying important goals and then motivating and enabling others to devote themselves and all necessary resources to achievement. It includes summoning one's self and others to learn and adapt to the new situation represented by the goal.

#### **2. LEADERS HAVE A VISION FOR SCHOOLS THAT THEY CONSTANTLY SHARE AND PROMOTE**

Leaders have a vision of the ideal, can articulate this vision to any audience, and work diligently to make it a reality. Leaders also know how to build upon and sustain a vision that preceded them.

#### **3. LEADERS COMMUNICATE CLEARLY AND EFFECTIVELY**

Leaders possess effective writing and presentation skills. They express themselves clearly, and are confident and capable of responding to the hard questions in a public forums. They are also direct and precise questioners, always seeking understanding.

#### **4. LEADERS COLLABORATE AND COOPERATE WITH OTHERS**

Leaders communicate high expectations and provide accurate information to foster understanding and to maintain trust and confidence. Leaders reach out to others for support and assistance, build partnerships, secure resources, and share credit for success and accomplishments. School leaders manage change through effective relationships with school boards.

5. LEADERS PERSEVERE AND TAKE THE “LONG VIEW”

Leaders build institutions that endure. They “stay the course,” maintain focus, anticipate and work to overcome resistance. They create capacity within the organization to achieve and sustain its vision.

6. LEADERS SUPPORT, DEVELOP AND NURTURE STAFF

Leaders set a standard for ethical behavior. They seek diverse perspectives and alternative points of view. They encourage initiative, innovation, collaboration, and a strong work ethic. Leaders expect and provide opportunities for staff to engage in continuous personal and professional growth. They recognize individual talents and assign responsibility and authority for specific tasks. Leaders celebrate accomplishments. They identify recruit, mentor, and promote potential leaders.

7. LEADERS HOLD THEMSELVES AND OTHERS RESPONSIBLE AND ACCOUNTABLE

Leaders embrace and adhere to comprehensive planning that improves the organization. They use data to determine the present state of the organization. Identify root cause problems, propose solutions, and validate accomplishments. Leaders accept responsibility and accountability and manage resources effectively and efficiently. They require staff to establish and meet clear indicators of success.

Leaders in education also know and understand good pedagogy and effective classroom practices and support sustained professional development. They recognize the importance of learning standards and significance of assessments.

8. LEADERS NEVER STOP LEARNING AND HONING THEIR SKILLS

Leaders are introspective and reflective. Leaders ask questions and seek answers. Leaders in education are familiar with current research and best practice, not only in education, but also in other related fields. They maintain a personal plan for self-improvement and continuous learning, and balance their professional and personal lives, making time for other interests.

9. LEADERS HAVE THE COURAGE TO TAKE INFORMED RISKS

Leaders embrace informed, planned change and recognize that everyone may not support change. Leaders work to win support and are willing to take action in support of their vision even in the face of opposition.

*Based on the work of the Blue Ribbon Panel on School Leadership sponsored by the New York State Education Department*

*October, 2001*

ADDENDUM 1

ADMINISTRATOR	2007-2008	2008-2009	2009-2010
D CAREY	\$90,638.00	\$94,264	\$98,034
M CUEVAS POST	\$83,061.00	\$86,383	\$89,839
D DOLCEMASCOLO	\$95,179.00	\$98,986	\$102,946
J DODDS	\$75,870.00	\$78,905	\$82,061
M FEDORCHUK	\$73,732.00	\$76,681	\$79,749
R GORNEY	\$80,500.00	\$83,720	\$87,069
C LATTIMORE	\$81,444.00	\$84,702	\$88,090
D OLIVER	\$71,000.00	\$73,840	\$76,794
L OWEN	\$81,117.00	\$84,362	\$87,736
M STOWELL	\$65,205.00	\$67,813	\$70,526
P PRICE	\$86,294.00	\$89,746	\$93,336
C RADELL	\$59,047.00	\$61,409	\$63,865
T RAY	\$88,178.00	\$91,705	\$95,373
K RHODES	\$71,015.00	\$73,856	\$76,810
J WIXSON	\$86,293.00	\$89,745	\$93,335
J EVENER	\$65,000.00	\$67,600	\$70,304
D TREHARNE	\$69,470.00	\$72,249	\$75,139
C MAHER	\$69,470.00	\$72,249	\$75,139
M HAYDEN	\$65,000.00	\$67,600	\$70,304
S DUNN	\$65,000.00	\$67,600	\$70,304
B MORGAN	\$95,000.00	\$98,800	\$102,752

