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AGREEMENT

By and Between

LE ROY CENTRAL SCHOOL DISTRICT

And

LE ROY ADMINISTRATORS' ASSOCIATION

Le Roy, New York

July 1, 2013– June 30, 2016

-EMPLOYMENT AGREEMENT-

-ARTICLE I-

PREAMBLE

This agreement made as of the **1st day of July, 2013**, between the Le Roy Central School District, maintaining its principal office at Le Roy, New York hereinafter referred to as “employer” and the Le Roy Administrators Association residing at Le Roy, New York, hereinafter referred to as “administrator”, witnesseth:

WHEREAS, the employer and the administrator recognize and declare that providing the finest quality education to the children of Le Roy Central School District is their aim and purpose:

NOW, THEREFORE, in furtherance of said aim and purpose, it is agreed as follows:

-ARTICLE II-

RECOGNITION

This agreement recognized the following positions of employment with the District:

Junior/Senior High Principal
Junior/Senior High Assistant Principal
Elementary Principal
Assistant Elementary Principal
Director of Special Education
Director of Curriculum, Instruction and Technology

-ARTICLE III-

EMPLOYMENT

1. The employer hereby employs the administrator and the administrator hereby accepts employment upon the terms and conditions herein set forth.

-ARTICLE IV-

DURATION

1. This contract shall remain in full force and effect for a period of three years, to commence on July 1, 2013, and to terminate on June 30, 2016

-ARTICLE V-

RESPONSIBILITIES

1. The administrator is employed to direct and coordinate, under the supervision of the superintendent of schools, the planning, operation, and evaluation of the educational program at the Le Roy Central School. The administrator shall perform such duties as may reasonably be required by the employer for the efficient administration of the educational program of the said school. The employer shall not assign duties to the administration which may subject him to exclusion from a professional association authorized by Article 14 of the New York State Civil Service Law.

-ARTICLE VI-

PHILOSOPHY

1. The Board and the administrative team believe that the primary function of the Board and its professional staff is to provide the most effective teaching/learning environment for the success of all students, as referred to in the District's "Vision, Mission and Beliefs," which are printed below.

Vision:

Le Roy Central School District is a world class community of learners who exceed core local, state, national and international standards.

Mission:

The mission of the Le Roy Central School District is to provide an exceptional, high quality educational environment where all learners are empowered to succeed.

Beliefs:

As a district, we believe in:

- An inclusive, safe and healthy learning environment
- The value of each student and staff member
- Strong ties with families and community
- High expectations
- The importance of continuous improvement
- A full range of educational opportunities
- Taking pride in our schools, district and community
- People who are engaged in and challenged by suitable, rigorous academic work that prepares them for success each day and in the future

- People who are self reflective, and exhibit a sense of leadership, responsibility, collaboration, tolerance, cooperation and caring
- Independent, effective decision makers
- The development of unique individual talents
- Inspiring a life long love of learning and a sense of inquisitiveness
- Work that is meaningful, relevant, requires a strong ability to obtain, process, and produce information, and incorporates 21st Century skills
- Creating and adopting fiscally responsible school budgets that reflect the district mission and adequately address program and student need

-ARTICLE VII-

WORK YEARS, HOURS, LEAVES

1. The administrator shall devote the equivalent of not less than eight work hours per work day in discharging the duties of his/her position when school is in session and six and one half hours per day when school is not in session. Hours are to be determined by the Superintendent of Schools.

2. A work year is defined as twelve calendar months, beginning on July 1st of each year and ending on June 30th of the following year. A work year does not include any of the following defined periods of time for which the administrator is specifically authorized and permitted to use for the following purposes:

a. Each tenured twelve-month administrator will be allotted 13 days of sick time on July 1 of each contract year. These days are to be used for short-term illness or injury. These 13 days are not cumulative and expire June 30 of each contract year.

b. The district will provide full salary (one year maximum) for each tenured twelve-month administrator for each separate and unrelated chronic or long-term illness or injury that prevents the normal performance of duties. The district reserves the right to require documentation of such illnesses or injuries at its discretion and further retains the right to a full medical review and assessment of the condition of each administrator so covered by this provision pursuant to Section 913 of Education Law.

This clause supercedes any and all language pertaining to the granting or accumulation of sick days on the part of tenured twelve-month administrators.

Non-tenured twelve-month administrators will receive an initial allotment of 30 sick days and accumulate 13 additional sick days per year during their probationary period. Upon being awarded tenure, twelve-month administrators will be covered solely under paragraph 2 above.

c. Leave for Death or Serious Illness in Immediate Family. The administrator shall be allowed five (5) days of leave without loss of salary for each death in his immediate family. Immediate family of the administrator is defined to include the following persons: husband, wife, mother, father, guardian, sister, brother, son, daughter, father-in-law, mother-in-law, and a relative or person living in the administrator's household. Leave for death or for serious illness shall not be charged against the sick leave allowed to the administrator under paragraph 2a of this article. If the death or serious illness occurs within a period during which the administrator is on sick leave, those leave days to which he is entitled under the provisions of this sub-paragraph shall not be charged against his sick leave accumulated. Leave authorization under this sub-paragraph shall not be accumulated. The employer may grant additional emergency, death, serious illness, or funeral leave in circumstances which, in the judgment of the employer, justify such additional leave. The administrator will be allowed leave without loss of pay for serious illness in the immediate family per the discretion of the superintendent of schools.

d. Jury Duty. The administrator shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When the administrator receives a notice of call to jury duty, he shall notify the employer to that effect on the first work day following receipt of such notice.

e. Vacation. The twelve month administrator shall be granted 20 days of paid vacation annually, which will be available for use upon approval of the Superintendent. Any unused vacation days may accumulate and carry over up to a maximum of 25 days. In addition, at his/her election, the Administrator may elect to receive payment for up to five (5) unused vacation days per year at a rate of 1/240th of his/her annual salary.

f. Holidays. The administrator shall have leave without loss of pay for the same holidays for which the non-professional staff employed by the employer are allowed as a day off without loss of pay, except the days constituting the vacation.

g. Leave for Weather or Other Emergency Conditions. The administrator shall be allowed leave without loss of pay due to abnormally serious weather or other emergency conditions when such leave is approved by the Superintendent of Schools. The administrator shall not suffer a loss in pay as a result of the official closing of schools. If the administrator is on sick leave as allowed by paragraph 2a of the article when schools are closed due to weather conditions or other emergencies, he shall receive full pay for the days when schools are closed and shall not have said days deducted from his accumulated sick leave allowance.

h. Professional Conference. Administrators are encouraged to attend conferences on topics of interest to both the district and the administrator. Remuneration for expenses will be mutually agreed upon by the administrator and the Superintendent of Schools.

i. Personal Leave. Personal leave shall not exceed three work days. Use of personal days shall be limited to the conducting of business, medical, legal, or other personal matters which cannot be conducted beyond normal business hours. They are not to be construed as additional vacation days. Their use must be approved by the Superintendent of Schools.

j. Extended Leaves of Absence. Any administrator recognized within the administrative unit who is in need of an extended leave of absence shall first discuss the reasons for said leave with the Superintendent of Schools who may, at his **or her** discretion, negotiate the terms of such a leave with the administrator in question and subsequently recommend the negotiated format to the Board of Education for approval. In this manner there will exist a level of flexibility which could benefit both the administrator in questions as well as the district. In no instance will any specific leave of absence format constitute past practice to which the district must adhere in future situations.

3. Eleven Month Administrator. A work year is defined as 10 calendar months, beginning on September 1st of each year and ending on June 30th of the following year. An additional 20 days will be added to the calendar during the months of July and August. A work year does not include any of the following defined periods of time for which the administrator is specifically authorized and permitted to use for the following purposes:

a. Sick Leave. (Eleven Month Administrator). An eleven-month administrator will receive an initial allotment of 30 days sick leave and be granted an additional 13 days each subsequent year. Unused sick leave days may be accumulated to the credit of the administrator for a maximum of 235 days.

b. Holidays. (Eleven Month Administrator). The eleven month administrator shall have leave without loss of pay the same holidays as the teaching staff.

c. Leave for Weather or Other Emergency Conditions. (Eleven Month Administrator). The eleven month administrator shall not be required to report for duty and shall not suffer loss of pay due to inclement weather when school is not in session.

-ARTICLE VIII-

ASSISTANCE

1. The building principal shall be provided with at least one full-time secretary and such other clerical assistance as shall be reasonably necessary for him effectively to accomplish the duties assigned to the administration by the employer. All other administrators shall be provided clerical assistance upon the recommendation of the Superintendent of Schools and subsequent approval by the Board of Education.

-ARTICLE IX-

BENEFITS

1. The employer shall provide the same fringe benefits to the administrator, as granted the teachers employed by the employer. Administrators hired prior to July 1, 2010 will contribute ten percent (10%) towards health care costs. Administrators hired on or after July 1, 2010 will contribute twenty percent (20%) towards health care costs. In the event extended fringe benefits, ie., dental insurance, life insurance, extended leave bank, personal leave bank, retirement incentive, etc., become part of the negotiated agreement with the Le Roy Teachers' Association, the administrator shall also become members of all such plans.

- 1a. Non-Participation: In the second pay period for September, the employer will pay \$2,500 to each unit member electing NOT to participate in the Healthcare Plan as described in Article IX.
2. Dues Deduction. The district will pay one hundred percent (100%) of each administrator's annual membership dues to the School Administrators' Association of New York State (SAANYS).
3. Mileage Reimbursement. Work-related travel expenses will be reimbursed at the IRS mileage rate
4. Retiree health insurance.

As used in this Article (Article VI), the term health insurance includes the health, vision, prescription drug, and dental plans provided by the district to active unit members. Nothing in this section will prevent the district from changing health insurance administrators, providers or plans.

The District will contribute toward the post-retirement health insurance of eligible retirees as follows:

The Applicable Plan: The retiree will receive coverage under a single plan unless and for those periods of time during which the retiree has a spouse and/or dependent and is thus eligible under the provider's restrictions for a two person, family/no spouse, family, or other plan. The district will only contribute toward the least expensive plan which is appropriate for the retiree, as determined by whether he or she has a spouse and/or dependents.

The District's Contribution For Retirees : The district's contribution shall be a flat dollar amount up to \$10,000.00 per year of eligibility outlined below. This contribution amount is to be used to reduce the premium of an employer sponsored healthcare plan for the retired administrator until his/her eligibility expires as outlined below. In the event an Administrator drops the employer sponsored healthcare plan prior to becoming ineligible, this benefit will terminate immediately. At no time, will the yearly healthcare contribution amount exceed the amount of the actual premium cost for that retiree. The retiree will be responsible to pay balance between contribution and cost of insurance.

Eligibility Requirements For Health Insurance In Retirement Are As Follows:

At the time of retirement from district employment, the retiree must be eligible to receive retirement benefits from the New York State Teachers' Retirement System and must have submitted an irrevocable application for such prior to the date of retirement.

The retiree must be an LAA unit member at the time of retirement.

The retiree must have completed a minimum of ten (10) years of continuous administrative service in the district.

Any unpaid leave under this contract will not constitute an interruption of continuous service. However, unpaid leave time will not qualify toward satisfaction of the ten year continuous service requirement.

Any separation from employment with the district will constitute a break in continuous service.

The District's Contribution To A Retiree's Health Insurance Will Terminate Under This Article Upon The First Of Any Of The Following:

The retiree's sixty-fifth birthday. (Upon the retiree's **sixty-fifth** birthday, the retiree may participate in any plan offered to active unit members at his or her sole expense.)

The retiree's death. (Upon the retiree's death, the retiree's spouse or dependents may participate in any plan offered to active unit members at the surviving spouse's or dependent's sole expense, provided that the insurer's restrictions do not prohibit the spouse or dependent from continuing participation in the plan.)

If the retiree's (or surviving spouse's or dependent's) contribution is in arrears for more than thirty days, the district may provide notice of arrears to the retiree or surviving spouse at the last known address. If the contribution remains in arrears fifteen days after notice of arrears has been given, the district's obligations under this Article will permanently terminate.

5. Cell Phone. The District requires any unit member covered by this agreement to maintain an operating cell phone or smart phone device at all times. The district will provide a standard cell phone (with call and text capability) and the unit member will pay a flat fee of \$100.00 per year to cover personal use expenses. If a unit member desires a smart phone and that is warranted by their job responsibilities, the unit member will pay a flat fee of \$300.00 per year to cover personal use expenses.

-ARTICLE X-

GRIEVANCE PROCEDURE

1. Definitions. a. Grievance shall mean any dispute or controversy concerning an alleged violation of this contract, or an alleged misinterpretation or inequitable application of existing laws, rules, procedures, regulations, administrative orders, or work practices of the employer which relate to or involve the administrator's health or safety, or the physical facilities, materials, equipment, or administrative assistance given to or used by the administrator; provided, however, that such term shall not include any matter involving discipline of the administrator, or the termination of the administrator's employment, or any other matter which is otherwise exclusively reviewable pursuant to a specific law.
 - b. "Days" shall mean work days.

2. Procedure. a. Step One. The administrator shall present his grievance to his immediate supervisor. Discussion and resolution of the grievance shall be on an oral and informal basis. If the grievance is not resolved on an informal basis, then within five days subsequent to the presentation of the grievance, the immediate supervisor shall render a written decision setting forth his determination of the grievance together with the reasons for his decision. A copy of the decision shall be delivered promptly to the administrator. If such grievance is not resolved in a manner satisfactory to the administrator, the administrator, within ten days after receipt of the supervisor's written decision may proceed to Step Two.
 - b. Step Two. The administrator shall request in writing a review and determination of his grievance by the employer. In such case, the aggrieved administrator and his immediate supervisor shall each submit to the chief executive officer of the employer a written statement setting forth the specific nature of the grievance, the relevant facts, and the decision reached by the immediate supervisor. Thereupon, and within ten days after receipt of the written request for review and determination, the person or committee designated by the employer to resolve the grievance shall hold a hearing on the grievance. The immediate supervisor of the administrator shall not participate in Step Two of the grievance procedure. Unless otherwise requested by the administrator, the hearing shall be conducted in executive session. Within ten days after the conclusion of the hearing, the person who or committee which heard the case shall render a written decision setting forth his, or its, decision. A copy of the decision shall be delivered promptly to the administrator and his immediate supervisor. The decision of such person or committee shall be final and binding. A decision terminating Step Two shall not be construed as prejudicing the administrator from seeking further relief with respect to the grievance in an appropriate administrative or judicial proceeding.

-ARTICLE XI-

EVALUATION

Members of the LAA will be evaluated annually by their immediate supervisor. (ie: Principals and District Administrators by the Superintendent of Schools and Assistant Principals by the Principal.) The Annual Professional Performance Review will follow NYS Education Law 3012c and will adhere to the agreed upon MOA annually negotiated between the administrators and the Superintendent.

-ARTICLE XII-

CONSTRUCTION

1. This agreement contains the entire agreement between the parties hereto. No amendment, alteration, or modification may be made to this agreement unless such amendment, alteration, or modification is contained in a written document executed by the administrator and a duly authorized representative of the employer with the same degree of formality as this agreement.

2. It is understood by both parties to this agreement that any fringe benefits having been enjoyed by the administrator prior to this agreement, ie, accumulated sick leave, health insurance, earned vacation, etc., shall be continued unless specifically established in this agreement.

3. Any dispute or disagreement between the parties shall be decided in accordance with the applicable provisions of this agreement. If this contract does not contain provision with respect to the cause for such dispute or disagreement, such dispute or disagreement shall be decided in accordance with the established practices between the employer and other employees in effect at the time such dispute or controversy arose.

-ARTICLE XIII-

SALARY

The employer shall pay to the administrator an annual salary computed in accordance with the schedule below. Such annual salary shall be paid in installments as applicable to the twelve-month members of the staff.

2013/2014 School Year (effective July 1st of new school year): Previous base salary plus \$3,500.00*

2014/2015 School Year (effective July 1st of new school year): Previous base salary plus \$3,000.00*

2015/2016 School Year (effective July 1st of new school year): Previous base salary plus \$2,500.00*

*This entitlement is based upon 12 months (11 months for 11 month Administrators) of the employment during the previous 12 month school year. In the event an administrator is employed less than 12 months (11 months for 11 month administrators) in the previous school year, this amount will be pro-rated to reflect the actual months worked.

-ARTICLE XIV-

LONGEVITY AWARD

Upon retirement (conventional or disability retirement) from the Le Roy Central School District, each twelve-month administrator will receive an amount equal to one thousand dollars (\$1000) times the number of years of administrative service to the district. Eligible administrators may exercise this provision at any time upon reaching the age of retirement pursuant to TRS regulations. Said amount will be paid solely in the form of a non-elective employer contribution to a qualified 403(b) program designated by the retiring administrator, subject to the contribution limits as outlined in the Internal Revenue Code, section 415(C). No administrator may receive cash in lieu of or as an alternative to said non-elective employer contribution.

In any applicable year, the maximum non-elective employer contribution shall not cause an administrator's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For non-elective employer contributions made post-employment to former administrators' 403(b) accounts, the contribution limit shall be based on the administrator's compensation, as determined under Section 403(b)(3) of the Code and in any event, no non-elective employer contribution shall be made on behalf of such former administrator after the fifth taxable year following the taxable year in which that administrator terminated employment.

In the event that the calculation of the non-elective employer contribution referenced in any of the preceding paragraphs exceed the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make a non-elective employer contribution up to the contribution limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the administrator. In no instance shall the administrator have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the *Internal Revenue Code* are fully met through payment of the non-elective employer's contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make a non-elective employer contribution up to the contribution limit of the *Internal Revenue Code*. To the extent that the non-elective employer contribution exceeds the contribution limit, such excess shall be reallocated to the administrator the following year as a non-elective employer contribution (which contribution shall not exceed the maximum amount permitted under the *Internal Revenue Code*), and in January of each subsequent year for up to five (5) years after the year of the administrator's employment severance, until such time as the non-elective employer contribution is fully deposited into the administrator's 403(b) account. In no case shall the non-elective employer contribution exceed the contribution limit of the *Internal Revenue Code*.

For Tier I members with membership dates prior to June 17, 1971, the non-elective employer contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

This article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Employer and the Le Roy Administrator's Association shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

-ARTICLE XIII-

POSITION SALARIES (NEW OR REPLACEMENT)

Should administrative positions be created or become vacant during the life of this contract, the beginning salary for these positions and the compensation for subsequent years during the contract will be arrived at as a result of negotiations between the Le Roy Administrators' Association and the Board of Education. It is understood that the Board of Education is under no obligation to fill a vacant administrative position.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and year first above written.

LE ROY CENTRAL SCHOOL

Donald Hobart, President of the Board of Education

Kim Cox, Superintendent of Schools

LE ROY ADMINISTRATORS' ASSOCIATION

Rachel Kluth, Administrator

Lynda Lowe, Administrator