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4684

AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF CANANDAIGUA

and

THE CANANDAIGUA ADMINISTRATIVE TEAM

JULY 1, 2004 - JUNE 30, 2007

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS  
AND THE ADMINISTRATIVE TEAM  
JULY 1, 2004 -- JUNE 30, 2007

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AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS  
AND THE ADMINISTRATIVE TEAM  
JULY 1, 2004 -- JUNE 30, 2007

AGREEMENT MADE THIS 1st day of July, 2004, by and between the SUPERINTENDENT OF SCHOOLS OF THE CANANDAIGUA CITY SCHOOL DISTRICT and the CANANDAIGUA ADMINISTRATIVE TEAM for the period of July 1, 2004 through June 30, 2007.

**ARTICLE I - RECOGNITION**

The Canandaigua City School District hereby recognizes the Canandaigua to Administrative Team as the exclusive negotiating representative for all certified instructional personnel employed by the District in the following positions:

Principals  
Assistant Principals  
Director of Staff Development  
Director of Pupil Personnel Services  
Director of Physical Education & Athletics  
Director of Special Programs  
Director of Language Arts and Math, K-5  
Deputy Director of Special Programs  
Director of Instruction and Support Technologies  
Coordinators

**ARTICLE II - STAFFING**

- A. There should be one building principal in each building serving 500 or more students. The Primary and Elementary School Principals should each be provided with one full-time professional assistant.
- B. Each secondary building administrator should be provided with assistants in accordance with the following schedule:

Student population from	500-700	-	one half-time assistant
	700-1200	-	one full-time assistant
	1200-1450	-	one full-time assistant
			one half-time assistant
	1450-2000	-	two full-time assistants

**ARTICLE III. - PROFESSIONAL WORK SCHEDULE**

- A. All members of the Canandaigua Administrative Team shall be twelve month employees unless specifically agreed upon and designated otherwise.
- B. Definition of Employment Period
  - 1. As a professional administrator, he/she shall completely fulfill the requirements of his/her responsibility without regard to other considerations.

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2. Administrators hired after July 1, 2004 shall be entitled to vacation on all stated holidays and 20 additional days for the first five (5) years of employment during the period from July 1<sup>st</sup> to June 30<sup>th</sup>. Commencing the sixth year of employment the administrator shall be entitled to 25 additional days. Any administrator hired prior to July 1, 2004 shall be entitled to vacation on stated holidays and 25 additional days.
3. Unused Vacation
  - a. Up to five (5) days of unused vacation may be carried over to the next school year. Five unused vacation days per year may accumulate to a maximum of fifty (50) days. After ten (10) years of service as an administrator with the District, up to ten (10) days of unused vacation may be carried over to the next school year. Unused vacation days may accumulate to a maximum of seventy-five (75) days. Any unused vacation days may be accumulated as sick days not to exceed the maximum amount in Article IV, Section C.
  - b. Upon separation from employment with the District, members of the Administrative Team may be paid for their unused vacation days as outlined above in paragraph 3(a) at their regular per diem rate.
  - c. In the event of the death of a member of the administrative team, while on active service to the District, the District will pay the estate of the member their regular per diem rate for accumulated and current vacation days up to the maximum outlined in paragraph 3(a) above.
  - d. The district will implement a pre-tax program for unit members' terminal pay. Said program shall provide for an Employer Sponsored 403 (b) Plan and a 401 (a) Special Pay Plan. All bonus pay, special pay, and terminal pay will be paid through these programs.

C. Holidays are as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving
10. Friday following Thanksgiving
11. Christmas Eve
12. Christmas

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13. One (1) other holiday to be determined at the start of school year
- D. Specific timing of vacations shall be subject to the approval of his/her immediate supervisor.

**ARTICLE IV. - LEAVES**

- A. Paid Personal Leave  
Each administrator shall be granted, at the discretion of the Superintendent, paid personal leave. It is understood that each administrator continues to have an obligation to get the "job" completed. It is with this spirit that this time has been suggested for inclusion in this memorandum of agreement by both parties concerned.
- B. Personal Leave of Absence  
A leave of absence without pay or increment of up to one year may, at the discretion of the Board, be granted to members of the administrative team. The administrative team member requesting such leave must signify his/her intention to return to the Canandaigua City School District at least one year following the leave.
- C. Accumulative Sick Leave
1. Members of the administrative team shall accumulate sick leave as follows:

20 days per school year

Unused sick days may accumulate to a maximum of 240 days.
  2. Sick leave may be increased at the discretion of the Board of Education.
  3. Sick leave may be used for personal sickness or physical disability including any personal sickness or physical disability connected with pregnancy while the administrator is on active duty with the District.
  4. An administrative staff member may obtain a statement of accumulated sick leave by completing a request form available in each school office and forwarding it to the Central Office
  5. During the time an administrator is on an unpaid leave of absence, the administrator shall not accrue sick leave nor be able to use accrued sick leave.
  6. Administrators shall be paid twenty-five (25) percent of the per diem substitute teacher rate for each unused sick day beyond 240 days. This amount shall be paid in cash.
  7. Upon retirement or death while in active service with the Canandaigua City School District, any administrator (with at least 10 years of administrative experience) will receive one hundred (100) dollars for each sick day accumulated

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up to 240 days. If the death occurs while in active service the cash payment will be made to the estate of the deceased.

8. The district will implement a pre-tax program for unit members' terminal pay. Said program shall provide for an Employer Sponsored 403 (b) Plan and a 401 (a) Special Pay Plan. All bonus pay, special pay, and terminal pay will be paid through these programs.

**ARTICLE V. - SICK RESERVE**

Administrators will have the option of belonging to the District wide sick bank according the following regulations:

- A. The Board will make provision for a sick leave reserve to aid unit members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness. The intent of the sick reserve is to provide a safety net for those members who suffer a long term illness or injury. The reserve is not intended to provide salary continuity for short term illness or injury nor is it intended to cover cosmetic or elective procedures. Wherever possible, the member shall schedule procedures or treatments during the summer or at other times that would minimize absence from work.
- B. In order to be eligible to use the sick reserve, the member must be suffering from a disabling illness or injury that prevents the member from performing the essential duties of the position.
- C. Each unit member who chooses to participate will contribute one sick day by filing a signed authorization statement with the personnel office within the month of September or within 30 days after effective date of employment. When the number of available days falls below 25, participants must re-contribute one day to maintain membership. If the Reserve falls below 25 days, the Board will contribute 65 days. Unused days will carry over into the next school year.
- D. Unit members may use sick leave reserve days upon the following terms and under the following conditions:
  1. The unit member must be an employee of the District on active status;
  2. The unit member must have contributed at least one day of sick leave to the reserve and maintained membership by contributing each time the reserve fell below 25 days;
  3. The unit member must have exhausted his or her regular paid sick leave;
  4. The unit member must have been absent with a qualifying illness or injury for a number of consecutive days as determined by the following formula:

{40 days} minus {(Number of accumulated personal  
leave days as of the start of the school year September 1)  
plus (ten divided by the number of years service).}

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5. The unit member must submit verification of the medical condition by the physician subject to the approval of the supervising school physician;
  6. If recurrence of the same illness requires additional absence, the requirement under A4 will be waived and the unit member may be eligible for additional days but not to exceed the maximum of 90 school days allowed per school year.
- E. There will be a limit of 90 days per unit member per school year under this article. The total cumulative use any employee may make of the reserve is 180 days.
- F. A committee consisting of a representative from each employee unit shall administer the reserve. The committee shall review requests and make recommendations to the Superintendent for the use of sick leave reserve. The final decision for granting of sick leave allowance from the Sick Leave Reserve rests with the Superintendent of Schools.
- G. This article is not subject to grievance.

**ARTICLE VI. - SABBATICAL LEAVES**

- A. One administrator only may be granted a half school year sabbatical leave or the two summer months at full pay for study purposes in any given year upon application of the administrator to the Superintendent of Schools. Sabbatical leave applications must be submitted to the Superintendent for approval by the Board at least six months in advance of the beginning of the school year in which the sabbatical leave is to occur. Salary will be reduced by the amount of any fellowship or advantages granted.
- B. To be eligible for sabbatical consideration, the administrator shall have been employed in an administrative capacity in the Canandaigua City School District seven (7) years prior to the year in which the sabbatical leave is requested. Such sabbatical leave and payments during such leave shall only be granted and made upon the express condition that the administrator agree that he/she shall return to this school system and resume the duties formerly performed by such administrator commencing from the termination of such sabbatical leave. In the event such administrator willingly fails or refuses to return to this school system for a period of two years after the termination of the sabbatical leave, or if during the sabbatical leave, such administrator is discharged, as provided by law, all monies paid to such administrator during such leave, or paid on behalf of such administrator after being deducted from gross salary, shall be repaid to the District in quarterly installments over a twelve month period commencing upon the date of such willful failure, refusal, or discharge. The Board may waive repayment.



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**ARTICLE VII. - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. The administrative team recognizes the legal rights and responsibilities of the Board to fill open positions and to make promotions and transfers. The Board agrees to give written notice of any administrative vacancies in the District to the members of the administrative team. In selecting personnel to fill such vacancies, the Board will seek the best qualified applicant.
- B. Requests may be made by a member of the administrative team for transfer to a different position or building and shall be filed, in writing, with the Superintendent stating the reasons for seeking the building transfer or position sought and the applicant's qualifications. Such requests shall receive careful consideration by the Superintendent and the Board. Involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program at which time the Superintendent shall notify the affected administrator in writing, setting forth the reason for such transfer, after due notice and an opportunity for a hearing.
- C. Administrative team personnel whose position as administrators at particular levels are eliminated shall be given the opportunity to return to other administrative, supervision, or teaching positions in the District for which they qualify by professional training and certification if a vacancy exists and if it is deemed to be in the best interest of the school District.

**ARTICLE VIII. - TERMINATION OF EMPLOYMENT**

Tenured administrators whose positions are to be eliminated shall be notified no later than March 1<sup>st</sup> if the elimination of the position is to take place during the next school year unless there is a substantial reduction in the number of students or unless there is a significant decrease in the District's revenues.

**ARTICLE IX. - DEDUCTIONS**

- A. The Superintendent agrees to deduct monies in installments from the selected salary of administrators who have authorized in writing the payment of dues to professional organizations related to their administrative responsibility.
- B. An administrator may have monies deducted for contributions to the Canandaigua City School District Employee Credit Union, deferred income plans under existing regulations, and the United Way.

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**ARTICLE X. - SALARY SCHEDULE**

A. Salary Increase

Each administrator shall receive a salary increase as follows:

2004-2005 - 3.85%  
2005-2006 - 3.85%  
2006-2007 - 3.85%

B. Vacancies

As vacancies occur, the selected candidate shall receive a salary within the following range:

Principal	\$78,000 - \$98,000
Assistant Principal	\$57,000 - \$75,000
Directors	\$67,000 - \$87,000
Coordinators	\$45,000 - \$65,000
Other Positions	As Determined

C. Longevity

In the 2004-05 or 2005-06 school year, any administrator completing his/her 5, 10, 15, or 20 year of service with the District as an administrator will receive an additional 3% salary increase. Those administrators hired prior to January, 1 in any given school year shall receive the longevity payment in the first July payroll prior to their anniversary date. Those administrators hired on or after January 1 in any given school year shall receive the longevity payment in the first July payroll after their anniversary date. Prior to the contract year 2006-07 this provision will be discussed.

**ARTICLE XI. - INSURANCE COVERAGE**

A. The District shall sponsor a "cafeteria plan" pursuant to Section 125 of the IRS Code. The administrator may utilize this plan for the following benefits:

- Health Insurance

- Blue Cross/Blue Shield/Blue Million - 50% Rx
- Blue Choice Select - \$15 co-pay
- Blue Point Select - \$15 co-pay
- Finger Lakes Health Plan Select - \$15 co-pay
- Blue Choice Preference
- Blue Choice Value
- Preferred Care Community - \$15 co-pay
- Preferred Care Tri-Vantage

- Group Life Insurance

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- Dental Insurance
  - Smile Saver I
  - Smile Saver IV
- Flexible Spending Account
- Disability Insurance

If an administrator chooses not to elect any of the benefits contained in the Cafeteria Plan, that administrator's base salary will be increased by the amount of the District's financial responsibility as outlined in paragraph B below.

- B. For 2004-2005 the District's financial responsibility to fund the cafeteria plan is up to a maximum as follows:

\$7,215.67 /year for an administrator who qualifies for family coverage  
\$6,962.71 /year for an administrator who qualifies for 2-person coverage  
\$3,473.24 /year for an administrator who qualifies for single coverage

- C. In 2005-2006 and 2006-2007 the District will increase the above payment levels by the cost of living increase and also by one half of any percent increase amount above the cost of living. Those amounts stated in paragraph C can be applied to any of the policies listed above. If the administrator selects a program with a premium that is higher, the administrator will pay the balance through payroll deduction.

- D. Insurance Coverage for Staff Members on Leave of Absence

1. Professional staff members receiving approved personal leaves and child rearing: leaves without pay may continue group insurance coverage by assuming full payments consistent with paragraph A above.

- E. Canandaigua Health Reimbursement Fund

1. Plan year

The Canandaigua Health Reimbursement Fund shall run from October 1 to September 30. Claims for services dated after, July 1, 2004 shall be eligible for reimbursement.

2. Eligibility

Membership in the Canandaigua Health Reimbursement Plan is open to:

- a. All certified staff in the bargaining unit employed on a full year basis as of October 1 of each year who subscribe to a district sponsored health insurance policy.
- b. Individuals designated by the Canandaigua City School District Board of Education.

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3. Dependents

For the purposes of the Health Reimbursement Fund only, a dependent is defined as spouse, son, stepson, daughter, stepdaughter, a child placed by an authorized placement agency for legal adoption, and a foster child who will be a member of the household for the next full school year. Each child under the age of 25 at the start of each plan year who is both a dependent and 1) living at home or 2) a full-time student is an eligible dependent under the Health Reimbursement Fund.

4. District contribution rates

The District contribution rates per plan year shall be as follows:

2004-2005 = \$686

In 2005-06 and 2006-07, the District will increase the above payment level by the amount arrived at with the health insurance calculation.

The District contribution will be made in full on each October 1.

5. Administrative expenses

The expenses for administration of this plan shall be deducted from the yearly District contribution rates.

6. Accumulative plan

Each plan member has a running accumulative account. If, in any one year, benefits are not exhausted, the balance will be automatically rolled over and added to the next year's contribution.

7. Medical, dental and vision expenses

**Medical and Health Care Payments:** The funds contained in the member's Health Care Plan account may be used only for the payment of medical and health care expenses incurred by the member and eligible dependents.

Medical expenses are payments made for the diagnosis, treatment or prevention of disease. They also include payment for treatment affecting any part or function of the body. Expenses for which claims may be submitted include, but are not limited to, the following:

Medical doctors, dentists, eye doctors, gynecologist, chiropractors, osteopaths, podiatrists, psychiatrists, psychologists, physical therapists, acupuncturists, and psychoanalysts.

Medical examinations, x-ray and laboratory services, insulin treatment, and other treatments prescribed by a physician.

Hospital care (including meals and lodging) clinic costs, laboratory **fees**.

Nursing services prescribed by a physician.

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Medical treatment at a center for drug addicts or alcoholics.

Medical aids such as hearing aids, dentures, eyeglasses, contact lenses, braces, orthopedic shoes, crutches, wheelchairs, and guide dogs as prescribed by a physician. All medicines and drugs prescribed by a physician.

8. No duplication of benefits

The Health Reimbursement Fund will not pay medical expenses covered by other health insurance policies or plans to which plan members or an eligible dependent belongs.

In other words, a plan member who is eligible to receive benefits under any insurance policy or under any other health or medical reimbursement plans must first submit a claim through those other plans.

9. Processing claims

Follow these procedures to submit a claim for payment:

- a. Determine if a claim is eligible for payment under any other insurance program. If it is, submit the claim to that program.
- b. Submit expenses not paid by any other insurance, such as dental/vision costs, directly to the Canandaigua Health Reimbursement Fund.
- c. Use the Canandaigua Health Reimbursement Fund claim form to file a claim and attach explanation of benefits statement from insurance companies or bills and receipts from doctor, dentist, drug stores, etc.
- d. Health Reimbursement Fund claim forms are available at the main office in each building.
- e. Submit claims directly to Plan Administrator listed on the form.

10. Method of payment

- a. Payments will be made once a month for approved claims totaling more than \$50. When accumulated claims exceed \$50, submit them to the Plan Administrator for payment. Payments are not made in July and August; however, claims submitted for appropriate expenses incurred during these months may be submitted.
- b. Regardless of the size of the claim, all outstanding claims should be submitted at least once a year.

11. Claim procedure

- a. The Plan Administrator has 30 days after receiving a claim to accept or deny it and notify the member.

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- b. This 30-day period may be extended for an additional 90 days if special circumstances so require. If an extension is necessary, the member will be notified in writing of the reasons for the extension and the date when a final decision is expected.
- c. After 30 days, if a member has not been notified of acceptance, denial, or extension, the member may request a review. The procedure for this review is the same as the review procedure for a denied claim. (See Denial and Review Procedures Section.)

12. Denial and review procedures

If a claim is denied, written notice shall be given by the Canandaigua Health Reimbursement Fund Administrative Committee, stating:

- a. Reasons for the denial.
- b. Description of what materials, if any, are required to make the claim complete. If a claim is denied, members are entitled to:
  - 1. Make a written request for a review of the claim by the Committee. Such a request must be made within 60 days after the member received the denial.
  - 2. Review documents relating to the denial and submit written comments which help to explain the claim. Within 60 days the Committee will make a decision or notify the member that a time extension is necessary.

13. Limitation of benefits

No benefit will be paid in excess of the balance on account. Members will receive semi-annual statements showing current account balance.

If a member becomes ineligible for the Canandaigua Health Reimbursement Fund, benefits will be pro-rated for the time of employment. A member must reimburse the plan for any payment received in excess of the pro-rated amount.

14. Continuation of benefits

If a member leaves the District's employment, approved claims under this plan shall continue to be paid until the pro-rated Canandaigua Health Reimbursement Fund account is exhausted.

In the event of a member's death, approved claims under this plan shall continue to be paid to eligible dependents until the pro-rated account is exhausted. If there are no survivors, any pro-rated funds left in on account will be paid to the member's estate.

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15. Inactive accounts

- a. An inactive account is the account of a terminated participant (excluding retirees) to which neither the District nor the participant makes contributions and with respect to which there has been no claim activity for a period of three years (measured from date of termination).
- b. Each year, an account which is and remains inactive will be charged with an administrative fee in an amount equal to the plan contribution required by a single employee participant for that year. Such fee will be deducted annually from the account on the first day of each plan year.

**ARTICLE XII. - DESTRUCTION OF PERSONAL PROPERTY**

The Superintendent of Schools of the Canandaigua City School District and the Canandaigua Administrators' Association hereby agree to extend Policy 6531 of the Canandaigua City School District policy manual to include reimbursement up to \$500 for destruction of personal property that occurs at an administrator's home. Reimbursement will be made if it is clearly obvious the damage is intentional and school-related.

**ARTICLE XIII. - TUITION ALLOWANCE**

- A. The Board of Education agrees to pay full tuition for graduate hours approved in advance by the Superintendent. Tuition payments for administrators on sabbatical leave may be paid for in part or full at the discretion of the Board of Education.
- B. Part-time administrators will be reimbursed for a percentage of their tuition costs. The percent of reimbursement will be the same as the percent of time the affected administrator spends in an administrative role.

**ARTICLE XIV. - HEALTH INSURANCE UPON RETIREMENT**

- A. Upon retirement from the District, the administrator shall receive the District contribution of one (1) year of health insurance coverage for each year spent as an administrator, or the administrator may elect to have the dollar amount of the District's annual health insurance contribution placed in the administrator's Health Reimbursement Fund (VEBA Fund). The administrator may change this election annually during the District's open enrollment period.
- B. Upon retirement, the administrator shall be eligible to receive the level of health insurance coverage (i.e., family, 2-person, single) for which he/she would qualify if actively employed. It is the responsibility of the administrator to inform the District should the level of health insurance for which he/she is eligible changes.
- C. Upon the death of an administrator while employed by the District his/her spouse shall be entitled to receive one (1) year of health insurance coverage for each year which his/her

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spouse was employed by the District. This coverage will be at the level for which the spouse would have been eligible.

- D. Upon the death of the retired administrator, any remaining balance of years of coverage or balance in the administrator's Health Reimbursement Fund shall continue to be available to a surviving spouse. The fund shall comply with all statutory and regulatory provisions for the administration of such fund.
- E. If at the time of retirement, the administrator elects to forego the coverage in paragraph A above, the administrator shall receive the then current health insurance buy-out rate times the years of service with the District as an administrator. This is a one-time option.
- F. Should the administrator elect the option in paragraph A above, then at age 65, or whenever the administrator is eligible for Medicare coverage, the District shall pay 100% of any District-sponsored Medicare HMO. Should the administrator require coverage for a spouse, the spouse shall also be covered by an appropriate District plan.

**ARTICLE XV. - GROUP LIFE INSURANCE**

- A. The Board will provide reimbursement for life insurance premiums or tax sheltered annuity contributions up to \$1,250 or 2 percent of salary whichever is greater for each full-time administrator in the Administrative Team.
- B. The type of policy may be applied to the life of the administrator, his/her spouse, or member of his/her immediate- family, subject to the approval of the Board of Education. No life insurance coverage will be provided by the District at the expense of the District after the administrator retires. However, the retiree may participate in the program at his/her expense.

**ARTICLE XVI. - PROFESSIONAL DUES**

The Board will provide reimbursement for dues for professional publications and organizations up to a maximum of \$300 per year. Such organizations must be professional in nature and not engage in labor-management or "union" type activities.

**ARTICLE XVII. - GRIEVANCE PROCEDURE**

- A. Every unit member shall have the right to present a grievance, free from any interference, coercion, restraint, discrimination or reprisal. It is most desirable that all grievances be settled at the lowest possible level.
- B. For the purpose of this procedure, the terms listed below shall be defined as follows:
  - 1. Grievance -- an alleged misapplication or misinterpretation of the written terms and conditions of employment.



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2. Days are calendar days, excluding Saturdays, Sundays and legal holidays except as otherwise noted.
  3. Aggrieved Party -- the unit member or group of employees filing the grievance.
  4. Party in Interest -- any unit member named in the grievance who is not an aggrieved party.
  5. Superintendent -- Superintendent of Schools.
  6. The Board of Education - No less than a quorum of Board of Education
- C. The following shall apply to the administration of all grievances filed under this procedure: Nothing contained herein will be construed as limiting the rights of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted. In the event that any grievance is adjusted without formal determination, pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- D. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of these terms and conditions of employment. A grievance shall be considered settled on the basis of the last decision rendered unless appealed to the next stage in these procedures within the time limits specified. Time limits may be extended only by mutual agreement.
- E. No written grievance will be entertained and shall be deemed waived unless such written grievance is presented at Stage 1 within ten (10) work days after the unit member knew or should have known of the act or condition on which the grievance is based.
- F. Failure at any stage of the grievance procedure, to communicate a decision to the aggrieved party within the time limits specified, shall permit the lodging of an appeal at the next stage of the procedure, provided that such appeal is made within the time limits that would have been in effect had the decision been communicated by the final day.
- G. In addition the grievant shall have the right to be represented at any stage of the grievance procedure by a representative of the Association.

Stage 1 Superintendent or Designee

1. No alleged grievance shall be entertained and shall be deemed waived unless presented in writing at the first available stage within ten (10) work days after the aggrieved party knew or should have known of the act or condition on which the alleged grievance is based.

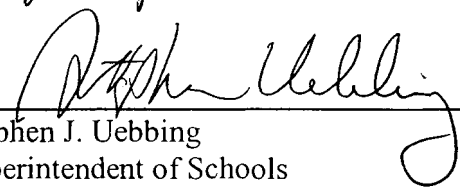
AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS  
AND THE ADMINISTRATIVE TEAM  
JULY 1, 2004 -- JUNE 30, 2007

2. A unit member having a grievance will discuss it with the Superintendent either directly or through a representative, with the objective of resolving the matter informally. The Superintendent, after investigating facts related to the grievance, shall render his decision orally, by the end of the fifth (5th) work day following the day the grievance was submitted.
3. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within five (5) work days from the date of the Superintendent's oral decision in Stage 1. Such written grievance shall set forth the alleged facts on which the grievance is based, the specific provisions) contract that is alleged to have been violated, the date such grievance occurred and the remedy sought. The grievance must be signed by the aggrieved party. By the end of the fifth (5th) work day following the day the grievance was received by him, the Superintendent shall render a written decision and present it to the unit member and to the Association.


Stage 2 Board of Education

1. If the aggrieved party is not satisfied with the decision at stage one he /she may file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at stage one. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.
2. Within ten (10) school day of after the receipt the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
3. Within ten (10) school days after the conclusion of that hearing the Board of Education shall render a decision in writing to the aggrieved party and to the Association. The decision of the Board shall be final and binding on all parties.

IN WITNESS THEREOF, the parties hereunto set their hands and seal this 1st day July, 2004.

  
\_\_\_\_\_  
Stephen J. Uebbing  
Superintendent of Schools  
Canandaigua City School District

Date 7/1/04

  
\_\_\_\_\_  
Ralph Undercoffler  
President  
Canandaigua City School District  
Canandaigua Administrator's Association

Date 7/19/04