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Title: **Central Square Central School District and Central Square Administrators Association (2006) (MOA)**

Employer Name: **Central Square Central School District**

Union: **Central Square Administrators Association**

Local:

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AD2 18661

DISTRICT MISSION: TO EMPOWER ALL STUDENTS TO EXCEL AS CITIZENS IN A CHANGING WORLD

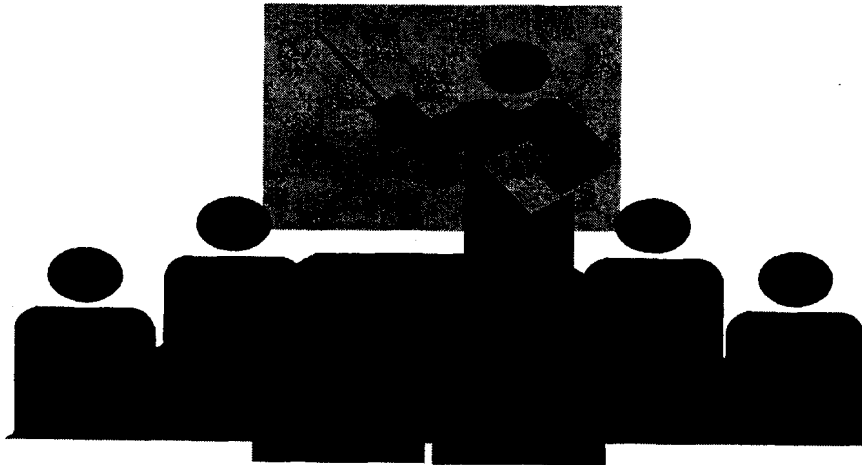
CENTRAL SQUARE CENTRAL SCHOOL DISTRICT

AGREEMENT BETWEEN

CENTRAL SQUARE ADMINISTRATORS ASSOCIATION

AND

CENTRAL SQUARE CENTRAL SCHOOL
BOARD OF EDUCATION



RECEIVED

NOV 30 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JULY 1, 2006 THROUGH JUNE 30, 2008

14

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INTRODUCTION

The Central Square Central School District Board of Education and the Central Square Administrators Association both desire to provide the finest possible education for the children entrusted to our care. It is agreed that this goal is best achieved in an atmosphere of trust and cooperation between the Board and Administrators.

ARTICLE I. RECOGNITION

The Central Square Central School District hereby recognizes the Central Square Administrators Association as the exclusive negotiating agent for the following administrative staff:

Principals
Assistant Principals
Director of Health, Physical Education and Athletics

ARTICLE II. SALARY

- A. July 1, 2001 – June 30, 2002 = 3.85% on average salary
July 1, 2002 – June 30, 2003 = 4% for each unit member
July 1, 2003 – June 30, 2004 = 4% for each unit member
- B. For any bargaining unit members hired after September 1, 1993 holding a Certificate of Advanced Study (CAS), there shall be a stipend granted of \$500 to be added to their annual base salary. Such stipend shall not be included in the calculation of any subsequent base salary.
- C. Direct supervision of students and /or meetings with parent-teacher organizations requiring the presence of the Director of Athletics at evening or weekend events shall be compensated at the rate of twenty-five dollars (\$25) per hour when such service is provided beyond eight (8) evenings or weekend days in any consecutive four (4) week period.

ARTICLE III. DAYS WORKED, LEAVES, VACATION AND HOLIDAYS

A. Days Worked

Twelve-month administrators work 227 days per year and eleven-month administrators work 208 days per year. Days worked include sick leave, personal leave, and family leave, if used.

B. Sick Leave

1. During the first thirty-six (36) months of employment, newly hired administrators will receive a total of thirty-six (36) sick leave days, credited from the first day of employment.

With mutual agreement between the Superintendent of Schools and the bargaining unit president, additional days (up to a total of 60 days) may be granted to a newly hired administrator.

2. Upon completion of thirty-six (36) months of employment, bargaining unit members shall receive one (1) sick day per month of employment credited on July 1 of each year, with unlimited accumulation.
3. Bargaining unit members shall be eligible to become members of the Central Square Teachers Association (CSTA) Sick Leave Bank. Membership shall conform with provisions of the CSTA contract pertaining to Sick Leave Bank.

C. Personal Leave

1. Administrators receive four (4) personal leave days per year, noncumulative. Additional days may be granted at the discretion of the Superintendent.
2. Unused personal leave days will be converted into sick days.

D. Family Leave

Administrators receive four (4) family days per year for illness or death in the family, noncumulative. Additional days may be granted at the discretion of the Superintendent.

E. Vacation

1. Twelve-month administrators receive twenty (20) days and eleven-month administrators receive nineteen (19) days of vacation per year, to be taken between July 1 and June 30 of the school year in which they are earned.
2. Vacation days are not cumulative. Should an administrator not use all twenty (20) days in the year they are earned, he/she must use any unused days prior to September 1 of the next school year.
3. If an administrator leaves the school district due to retirement or a change in jobs, he/she will be reimbursed for any unused vacation days at the rate of two (2) days per month worked, less any vacation days used up to the maximum per year.

4. Newly hired administrators beginning employment on July 1 will be granted ten (10) days vacation during July and August, with the remaining ten (10) days to be taken during the school year. Administrators hired between September 1 and June 30 of a school year will receive vacation days prorated at two (2) days per month worked up to the maximum per year, to be taken during the school year.
5. Normally, vacation days will be taken when school is not in session; however, vacation days may be taken when school is in session at the discretion of the Superintendent. Use of vacation days must have prior approval of the Superintendent.

F. Holidays

1. Administrators receive thirteen (13) holidays per year as determined by the district calendar.
2. One (1) floating holiday will be granted, to be used upon the approval of the Superintendent.

ARTICLE IV. INSURANCE

A. Medical

1. The District will pay 100% of the cost of hospitalization, medical/surgical, major medical, dental and vision insurance. Each administrator may choose Blue Cross/Blue Shield, PHP, or IPHP. Coverage shall be provided for each administrator and family.
2. The District will pay up to \$200, excluding insurance coverage, toward a complete physical examination every other year for each administrator.
3. Upon retirement, through the New York State Teachers Retirement System, the District will contribute 50% toward individual and 35% toward family or additional individual coverage of the total cost of health insurance to present and future administrator retirees. An additional 5% per year will be added for each year of service to the district over 15 years.

B. Term Life

The District shall provide group term life insurance, as well as accidental death and dismemberment coverage, for each bargaining unit administrator. Such coverage shall be equal to two times the administrator's base salary, but shall not exceed \$150,000.

C. Disability

The District shall provide group long-term disability coverage for each bargaining unit administrator with a 90-day elimination period.

D. Employee Assistance Program (EAP)

The District shall contribute 100% of the premium cost for employee coverage under a mutually agreed upon Employee Assistance Program.

ARTICLE V. PROFESSIONAL DEVELOPMENT

- A. The District shall reimburse administrators for the cost of courses taken for credit for an advanced educational administration degree or for a course, which will improve current job skills. Reimbursement will be made upon submission of documentation of showing successful completion of coursework and will be calculated using the SUNY tuition rate. (NOTE: Any Administrator employed by the District prior to July 1, 2001 and who has begun an advanced education administration degree prior to July 1, 2001, will not be limited to reimbursement at the SUNY tuition rate.)
- B. The course must be taken at an accredited college or university.
- C. Approval of the Superintendent must be obtained in advance.
- D. No more than six (6) credit hours per calendar year will be reimbursed.

ARTICLE VI. SERVICE AWARD

A. Award

Administrators with fifteen (15) or more years of service to the Central Square Central School District will receive a service award of six hundred dollars (\$600) per year of service, plus thirty dollars (\$30) for each unused sick day at the time they leave the district. The service award payment may be deferred at the request of the employee subject to relevant laws and regulations.

B. Exceptions

- 1. A service award will not be paid to an administrator leaving to take another position as a public school administrator in New York State.

2. A service award will not be paid if an administrator is discharged under Education Law of New York State.
3. These exceptions may be waived at the discretion of the Superintendent.

ARTICLE VII. MISCELLANEOUS

A. Use of Vehicles

School vehicles may be used for school business upon the approval of the Superintendent. Mileage reimbursement for business use of private vehicles will only be paid for out of school district travel. The only exception to this will be for the purpose of transporting a student(s) in an emergency situation.

ARTICLE VIII. DIRECT DEPOSIT

The District shall, at the earliest date the District's designated depository bank can so provide, provide for the direct deposit of a bargaining unit member's paycheck. The direct deposit must be authorized, in writing, by the employee prior to the commencement of the direct deposit. Further, the procedures and the banks or other financial institutions to which the direct deposit may be made shall be governed by the policies of the District's designated depository bank. The District shall advise all bargaining unit members as to when such procedure shall be implemented and the banks with which the District's designated depository bank will have direct deposit.

ARTICLE IX. AMENDING THE CONTRACT

This agreement may be amended during the life of the agreement, by mutual consent of the Board of Education of the Central Square Central School District and the Central Square Administrators Association, with written evidence of said consent being presented by each party to the other, and signed by the President of the Administrators Association and the Superintendent of Schools.

ARTICLE X. DEATH BENEFIT

If an administrator dies while in the employ of the District, the estate of the administrator will be paid any benefits due the administrator according to this agreement.

ARTICLE XI. ADMINISTRATIVE RATING

ADMINISTRATIVE RATING/PROFESSIONAL GOALS AS RELATED TO SCHOOL (DEPARTMENT) IMPROVEMENT PLANS

Section 1:

Rating for merit stipend purposes are based on each Unit Member's Professional Goals and his/her leadership as related to the School (Department) Development and Improvement Plan for his/her building or department.

The Superintendent reserves the authority to require additional Professional Goals, not related to merit, beyond those related to the School (Department) Development and Improvement Plan.

The Superintendent will set the School (Department) Development and Improvement Plan format and will annually determine the approval of all School (Department) Development and Improvement Plans in advance of implementation.

All Unit Members shall have their performance as related to their Professional Goals rated by the Superintendent annually.

Section 2:

On or about October 15 of each year, each Unit Member will present measurable Professional Goals to the Superintendent based upon the areas discussed in the summer.

On or about November 5 of each year, the Superintendent will notify each Unit Member, in writing, of acceptance of the Professional Goals and the criteria for measuring the success of the Plan. Once approved by the Superintendent, the Professional Goals will become part of the annual performance expectations for each Unit Member.

Section 3:

If unforeseen events or circumstances impact the meeting of Professional Goals during the year, the Unit Member and the Superintendent will meet to replace or revise goals as needed, following the procedures already in place.

Section 4:

The Superintendent will schedule a conference at least twice per year with each Unit Member to discuss goal setting, progress and performance. Additional conferences will be scheduled if necessary.

If progress and performance are satisfactory, the Superintendent will so indicate after the conference. If there is insufficient progress and/or improvement, the Superintendent will so indicate and make written suggestions for improvement within 15 days of the conference.

Each Unit Member will submit a final written report to the Superintendent on or about November 30, annually for the goals completed in the cycle ending on November 30, describing the status of the Professional Goals in terms of accomplishments toward stated expectations using measurable criteria.

The Superintendent will complete a written rating of each Unit Member's performance on their Professional Goals on or about December 30 annually for the final written report submitted to the Superintendent by November 30.

The final written report will comprise the final assessment of each Unit Member's level of completion of his/her Professional goals for that 12-month period.

Section 5:

By January 31, each Unit Member will receive a stipend of between \$0 and \$1,500 as determined by the Superintendent based on the level of successful completion of the goal cycle concluded on November 30 of the previous year. Such stipends will be in addition to contractual salary increases, but will not be calculated into annual base salaries.

Stipends will be established on a four-tier payment schedule: \$0; \$500; \$1,000; \$1,500.

Section 6:

The merit stipend program will be evaluated at the end of the contract period by both parties to determine the need for modification. The stipends paid are to be considered over and above negotiated salaries, and in no way shall prejudice future salary negotiations.

ARTICLE XII. MANAGEMENT RIGHTS

It is recognized that the Superintendent has the right to transfer employee unit members within their certification and tenure area, maintaining the same salary and benefits.

This agreement between the Central Square Central School District Board of Education and the Administrators Association of the Central Square Central School District shall be in effect from July 1, 2001, through June 30, 2004.

FOR THE DISTRICT:

7/23/02
DATE

Walter J. Doherty
WALTER J. DOHERTY
SUPERINTENDENT OF SCHOOLS

FOR THE ADMINISTRATORS ASSOCIATION:

7/23/02
DATE

Michael Mooney
MICHAEL MOONEY
PRESIDENT, CENTRAL SQUARE ADMINISTRATORS
ASSOCIATION

Central Square Administrators Association

CONTRACT EXTENSION

March 24, 2004

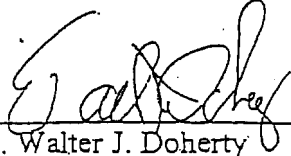
TWO-YEAR EXTENSION AGREEMENT (2004-2006)

ARTICLE II, SALARY

- A. July 1, 2004 – June 30, 2005 = 3.9% for each unit member
- July 1, 2005 – June 30, 2006 = 3.9% for each unit member

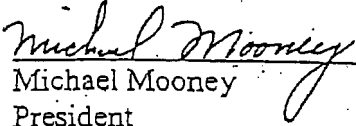
ARTICLES OF THE CONTRACT NOT MENTIONED HEREIN SHALL REMAIN UNCHANGED.

For the Central Square Central
School District:



Dr. Walter J. Doherty 4/5/04
Superintendent Date

For Central Square Administrators
Association



Michael Mooney 4/5/04
President Date

Central Square Administrators Association

CONTRACT EXTENSION

June, 2006

TWO-YEAR EXTENSION AGREEMENT (2006-2008)


ARTICLE II, SALARY

- A. July 1, 2006 – June 30, 2007 = 3.9% for each unit member
- July 1, 2007 – June 30, 2008 = 3.9% for each unit member

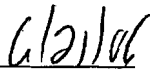
ARTICLES OF THE CONTRACT NOT MENTIONED HEREIN SHALL REMAIN UNCHANGED.

For the Central Square Central
School District:

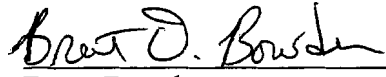
For Central Square Administrators
Association



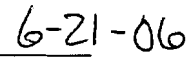
Dr. Walter J. Doherty
Superintendent



Date



Brent Bowden
President



Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN**

CENTRAL SQUARE CENTRAL SCHOOL DISTRICT

and

CENTRAL SQUARE ADMINISTRATORS ASSOCIATION

WHEREAS, the Central Square Central School District (hereinafter the “District”) and the Central Square Administrators’ Association (hereinafter “Association”) are parties to a collective bargaining agreement (hereinafter “CBA”), effective July 1, 2006 through June 30, 2008;

WHEREAS, in accordance with Article VI of the CBA, the parties seek to modify said CBA in order to take advantage of certain provisions of the tax code, specifically including changes to code enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001 (“EGTRRA”) relative to Non-Elective 403(b) Contributions upon separation of service and/or retirement;

WHEREAS, this agreement is solely to provide for Employer Non-Elective Contributions into employee established Internal Revenue Service Section 403(b) tax-sheltered annuity plans for the benefit of eligible employees, in which the District will contribute an amount calculated to be an eligible unit member’s service award;

NOW THEREFORE, the parties hereby agree as follows:

1. Delete last sentence in Article VI, Paragraph A regarding cash payment.
2. Change the word “paid” to the word “granted” in Article VI, B, Paragraph 1.
3. Change the word “paid” to the word “granted” in Article VI, B, Paragraph 2.
4. After receipt of the notice of intention to resign or retire, and prior to making any Non-Elective Contribution, the District shall calculate the applicable dollar value of the eligible unit member’s service award in accordance with Article VI of the CBA.

5. **Contribution Limitations:** In any applicable year, the maximum of the Non-Elective Contribution shall not cause a unit member’s IRS 403(b) account to exceed the applicable contribution limit under Code Section 415(c)(1), as adjusted for cost-of-living increases. All eligible employees, who are members of New York State Teachers’ Retirement System (“TRS”) or New York State Employees’ Retirement System (“ERS”) and who separate from service or retire will receive an Employer Non-Elective Contribution of his/her service award upon separation or retirement, if any into a designated IRS 403(b) account on or within 30 days of separation of service or retirement. For Employer Non-Elective Contributions made post employment to former members’ 403(b) accounts, the Contribution Limit shall be based on the unit member’s compensation, as determined under Code Section 403(b) (3) and in any event, no

Employer Non-Elective Contribution shall be made on behalf of such former member after the fifth taxable year following the taxable year in which that member retires.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the District as follows:

A. For all TRS or ERS members with a membership date before June 17, 1971, the District shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Code and then pay any excess amount as non-regular compensation directly to the member. The remaining amount (the "excess benefits") shall be paid in a lump sum at the time the District makes the Non-Elective Contribution. The excess amount shall be considered income/wages under the IRS Code and be subject to immediate taxation. In no instance shall the member have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Code is fully met through payment of the Employer's Non-Elective Contribution; and

B. For all TRS or ERS members with a membership date on or after June 17, 1971, the District shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Code. To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the member the following year as an Employer Non-Elective Contribution (to the extent that such additional Contribution does not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the

member's retirement, until such time as the Employer Non-Elective contribution is fully deposited into the member's designated IRS 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the Code.

C. If any excess benefits still remain after the Employer's fifth year of Non-Elective Contributions to the employee's, then the remaining amount (the "excess benefits") shall be paid in a lump sum, at the time the District makes the fifth year non-elective contribution. The excess amount shall be considered income/wages under the IRS Code and be subject to immediate taxation.

6. **Tier IA Adjustments:** the District shall report its Employer Non-Elective Contributions hereunder as non-regular compensation to the New York State Teachers' Retirement System (or where applicable to the New York State Employees' Retirement System) for any eligible employee, who became a member of the Teachers' Retirement System (or Employees' Retirement System) before June 17, 1971.

7. No eligible unit member shall have the right of election to take the Employer Non-Elective Contribution of the Service Award as cash.

8. Employer Non-Elective Contributions shall be paid to a tax deferred annuity program that is legally permitted by the IRC to accept employer contributions.

9. Any disputes relative to the interpretation or application of this Memorandum of Agreement shall be resolved by application of the dispute to the American Arbitration Association. In such cases, the parties agree that any arbitrator to whom the dispute shall be submitted should be qualified as a C.P.A. and whose decision shall be binding on the parties.

10. This MOA shall be subject to any applicable state or federal law, including 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 Association and Employer 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.

11. If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account, the employee shall indemnify the District and hold the District harmless for such penalty or other assessment.

12. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and District Non-Elective Contributions and the amount of the employee's Includible Compensation.

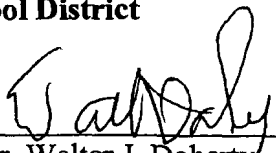
13. In agreeing to adopt (and/or modify) the Employer non-Elective employer Contribution describe in this agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulation as advanced to the District or described by the Association, its agents, representatives, or other parties.

14. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law

or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

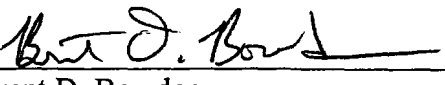
15. This Agreement is subject to ratification by the Association and the Board of Education, notwithstanding Section 29-a-1 (c) of the Civil Service Law (the Triborough Amendment) and shall expire when the CBA expires.

**Central Square Central
School District**

By 
Dr. Walter J. Doherty
Superintendent of Schools

Dated 6/21/06

**Central Square Administrators
Association**

By 
Brent D. Bowden
President

Dated 6-21-06

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN**

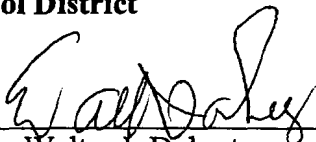
CENTRAL SQUARE CENTRAL SCHOOL DISTRICT

and

CENTRAL SQUARE ADMINISTRATORS ASSOCIATION

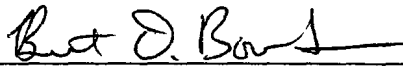
Effective July 1, 2006 The District will make available to each Association Member the IRS Code 125 Flexible Benefit Plan, as established by the rules of the Internal Revenue Service. Association Members may elect voluntary salary reductions for contributions to the Plan through payroll deductions. The District may elect to administer the program through a third administrator of its choice.

**Central Square Central
School District**

By 
Dr. Walter J. Doherty
Superintendent of Schools

Dated 6/21/06

**Central Square Administrators
Association**

By 
Brent D. Bowden
President

Dated 6-21-06