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AGREEMENT

Between the

**SUPERINTENDENT OF THE KENDALL CENTRAL
SCHOOL DISTRICT**

AND THE

KENDALL ADMINISTRATORS' ASSOCIATION

JULY 1, 2008 THROUGH JUNE 30, 2011

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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RECOGNITION AGREEMENT

Between

THE KENDALL BOARD OF EDUCATION AND THE KENDALL ADMINISTRATORS' ASSOCIATION

PREAMBLE

In order -

to effectuate the provisions of Chapter 392 of the NYS Laws of 1967 known as the Public Employees' Fair Employment Act,
to encourage and increase effective harmonious working relationships between the Kendall Board of Education, hereinafter referred to as the "Board" and its professional employees represented by the Kendall Administrators' Association, hereinafter referred to as the "Association", and
to enable the professional employees to more fully participate in and contribute to the development of policies for the School District so that the cause of public education may best be served in the Kendall Central School -

the Kendall Administrators' Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

RECOGNITION AGREEMENT


The Association recognizes that the Board is the policy-making body charged with the responsibility of interpreting the educational needs and desires of the community and of translating them into policies and programs.

The Board recognizes the Kendall Administrators' as the exclusive negotiating unit for all regularly employed certified administrative personnel of the Kendall Central School District except the Superintendent of Schools, hereinafter referred to as the "Superintendent".

This recognition shall continue in effect as long as the Association verifies through a notarized membership list that a majority of the certified administrative employees of the District are members of the Kendall Administrators Association subject to the provisions of Section 208 of the Civil Service (Taylor) Law.

**BOARD OF EDUCATION
KENDALL CENTRAL SCHOOL**

KENDALL ADMINISTRATORS' ASSOCIATION



6/18/08

**CHRISTINE KLAFEHN
PRESIDENT**

DATE



6/18/08

**JACK WEATHER
PRESIDENT**

DATE

I. **WORK YEAR**

- A. 1. The work year for Building Principals, Assistant Principal, and Director of Pupil Personnel Services shall be twelve months full-time.
2. The Building Principals, Assistant Principal, and Director of Pupil Personnel Services shall be provided with thirteen (13) paid holidays as scheduled by the Superintendent.
3. The Building Principals, Assistant Principal, and Director of Pupil Personnel Services shall be provided with the following days of paid vacation as scheduled with the approval of the Superintendent, and a maximum of fifteen (15) of these vacation days may be carried over from one contract year to the next with a limit of thirty-five (36) days total vacation allowed in any give contract year:
- 1 - 5 years of service = 21 days paid vacation
 - 6 - 10 years of service = 23 days paid vacation
 - 11 - 15 years of service = 25 days paid vacation
 - 16+ years of service = 27 days paid vacation

- II. **PROBATIONARY PERIOD** - All probationary administrators shall be informed of action taken regarding tenure by the Board of Education at least sixty (60) days prior to the expiration of their probationary period.

III. **PROCEDURES COVERING ABSENCES**

A. **Regular Sick Leave**

1. a. Probationary administrators will receive one (1) paid day of sick leave for each month to be worked during their entire probationary period. The total number of paid sick days for the entire probationary period shall be made available for use by the administrators beginning with the first work day of the probationary period.
- b. Any probationary administrator who resigns or is terminated before the end of the probationary period, shall pay back to the District before the effective date of the resignation or termination period, an amc equal to one (1) day's pay for each day of paid sick leave which was used beyond the total number sick days calculated at one (1) day for each month actually worked by the administrator.
2. Tenured administrators will receive one and one half (1 1/2) paid days of sick leave for each month worked with the total days for each work year made available at the beginning of such year.
3. There is no limit to accumulative, unused sick leave.
4. Used sick leave is counted in either one-half (1/2) or one (1) day denominations.
5. Administrators may use sick leave for their own personal medical or dental appointments.

B. **Personal Leave**

1. Administrators are provided two (2) paid days of personal leave per year to take care of matters that cannot be reasonably handled outside the regular school day.
2. Except in emergencies written requests for personal days must be turned into the Superintendent at least twenty-four (24) hours prior to the intended absence.
3. Unused personal leave in any year shall accumulate to the next year up to a maximum of four (4) days with any days in excess of four (4) days converted to accumulative sick leave.
4. Used personal leave is counted in either one-half (1/2) or one (1) day denominations.
5. Personal leave shall not be available for days immediately preceding or following any scheduled school holidays or vacations without the prior approval of the Superintendent.

C. Bereavement Leave.

1. Administrators are provided up to five (5) paid days of non-accumulative bereavement leave for each occurrence of death of a person in close familial relationship to the administrator.
2. Used bereavement leave is counted in either one-half (1/2) or one (1) day denominations.

D. Jury Duty Leave

1. Persons summoned to jury duty shall be allowed to serve without reducing their regular salary.
2. While on jury duty the District shall continue to pay such administrators their regular salary.
3. Within thirty (30) days after jury duty has ended, such administrators shall remit by check to the District an amount equal to the fees except mileage and meals which they received for serving on jury duty.

E. Request for Additional Paid Sick Leave

Administrators who have exhausted all of their sick leave may make a written request for additional paid sick leave through the Superintendent who shall make recommendations on such requests to the Board of Education. At its sole discretion, the Board may or may not grant any such additional paid sick leave.

IV. PROCEDURES COVERING LEAVES OF ABSENCE

A. 1. Pregnancy

Disability related to pregnancy shall be treated the same as any other physical disability including the use of paid sick leave.

2. Child Care Leave

Administrators are eligible for an unpaid child care leave for up to a maximum of two years. An administrator must apply for and commence such an unpaid leave within ninety (90) days after the birth or the adoption placement of a child. In applying for this leave, an administrator shall include the preferred dates for commencing and ending such a leave.

3. Upon returning to work after a pregnancy disability and/or childcare leave, the administrator shall be assigned to a position within the administrator's tenure area.

4. Adoption Leave

Within five (5) days after the adoption of a child, an administrator who is the parent shall be granted up to two (2) days of paid adoption leave to be used in one-half (1/2) or one (1) day denominations as determined appropriate by the administrator.

B. Leaves Without Pay or Benefits

1. Administrators may apply for a general leave of absence without pay up through twenty (20) workdays. For such leaves the administrator shall apply in writing to the Superintendent who, at the Superintendent's sole discretion, may or may not grant such a leave.
2. Administrators may apply for a general leave of absence without pay, fringe benefits, advancement on the salary schedule, and accumulating seniority from twenty-one (21) days up through one (1) full school year. For such leaves, the administrator shall apply in writing through the Superintendent to the Board which, at its sole discretion, may or may not grant such a leave.
3. Upon return from such leaves, administrators will be assigned to a position within their tenure area.

V. **FINANCIAL AGREEMENT**

A. **Salary Schedule**

	<u>Assistant Principal</u>	<u>Elementary Building Principal</u>	<u>Secondary Building Principal Services</u>	<u>Director Pupil Personnel</u>
Starting Range	\$55,000 - \$75,000	\$75,000 - \$85,000	\$85,000 - \$95,000	\$65,000 - \$75,000

The annual salary for each subsequent contract year shall not be less than three and one-half percent (3.5%) increase over the amount paid for the previous contract year. The Superintendent may award an additional one percent (1.0) incentive per contract year for superior performance as determined at the sole discretion of the Superintendent.

B. **Additional Benefits**

1. **Pay Periods** - The Building Principals, Assistant Principal, and Director of Pupil Personnel Services shall be paid in twenty-six (26) equal installments.
2. **Health Insurance**
 - a. Effective July 1, 2008, the District shall pay 80% and the administrator shall pay through payroll withholding 20% of the premium costs for single, sponsor or family plan coverage.
 - b. If the District changes to a dental plan which is not a part of the District's Basic Health Insurance Plan, then the District shall pay \$84 of the annual premium for single dental plan coverage or \$132 of the annual premium for family dental plan coverage for administrators enrolled in the District's Health Insurance Program. If the District changes to a dental plan which is not a part of the District's Basic Health Insurance Plan, then administrators who are not enrolled in the District's Basic Health Insurance Plan shall have the option of joining this separate dental plan if they pay the entire premium costs themselves and such participation shall not affect their eligibility for the non-participation benefits provided in 2.d.
 - c. The District will offer Preferred Care Basix as the base health insurance plan, or another health plan as determined by Superintendent. The District will provide a co-pay deductible bank to cover the co-pay differences for those members enrolled in Preferred Care Basix only. A member electing another district offered health insurance plan shall pay the difference in premiums between that plan and the Preferred Care Basix plan. For those members with an eligible dependent between the ages of 23 to 26 years, the District will contribute 80% towards the premium of Preferred Care Trivantage; however the co-pay deductible bank will not be available to that member.
 - d. Administrators who do not participate in the District's Health Insurance program for a whole school year shall be paid \$1250 on or before June 30 of that school year.
 - f. To the extent allowed by Federal, State, and Local laws and/or regulations, the District shall deduct the administrator's required contributions to this health insurance program before taxes and social security is applied.
3. **Payment for Graduate Hours**
 - (a) The administrators shall be reimbursed for expenses incurred for tuition from graduate courses which are approved by the Superintendent.
 - (b) Any administrator who resigns from the District prior to six (6) years after being reimbursed for approved graduate work shall pay back to the District before the effective date of the resignation an amount equal to twenty percent (20%) of the reimbursed tuition for each year less than five (5) for every graduate course involved.

4. The District shall also make available to administrators plans for:
 - a. payroll deductions savings,
 - b. direct deposit of salary, and/or
 - c. payroll deduction for the District's Credit Union.

5. Longevity Benefit

All employees in the unit (full and part time) covered by the Agreement shall be paid the longevity benefit listed below based on years of service at the Kendall Central School District. The applicable benefit shall be deemed completed on or before July 1st of that year and shall be paid by the District on or before that date in a separate payment to the recipient.

5 years of service	\$1,200
10 years of service	2,100
15 years of service	2,400
20 years of service	2,100
25 years of service	1,800
30 years of service	1,200
31 years of service	600
32 years of service	600
33 years of service	600
34 years of service	600
35 years of service	2,000

6. Adult Education

Administrators who are appointed to teach adult education classes shall be paid \$16 per hour for such instruction.

7. Retirement Benefits – Administrators hired prior to July 1, 2005

At the time of retirement, the administrator's accumulated sick leave shall be converted into a Lump Sum Dollar Value amount for use by the retiree to purchase health insurance coverages which are determined acceptable by the Superintendent. The amount of this Lump Sum Dollar Value Health Insurance Program shall be calculated by dividing the administrator's unused, accumulated sick leave by fifteen (15) and then multiplying this quotient times the annual premium of the District's Health Insurance Plan in which the administrator elects on the date the administrator retires.

The District shall add to the total of the administrator's Lump Sum Dollar Value Health Insurance Program an amount equal to any annual increases in the District's Health Insurance Plan premiums up to, but not after, the retiree reaches age sixty-five (65), or, if the retiree dies, up to the date on which the retiree would have reached age sixty-five (65), providing the retiree or the retiree's surviving spouse elects to continue participating without interruption in the District's Health Insurance Plan. However, if the retiree or the retiree's surviving spouse withdraws from the District's Health Insurance Plan at any time prior to when the retiree reaches or would have reached age sixty-five (65), then all increases in the total of the administrator's Lump Sum Dollar Value Health Insurance Program shall stop immediately, and the retiree or the retiree's surviving spouse shall not be eligible for any more such increases even if the retiree or the retiree's surviving spouse should elect to re-join the District's Health Insurance Plan at a later time.

In the event that the retiree should die before using up the retiree's Lump Sum Dollar Value Health Insurance Plan, then the employee's surviving spouse may use the remainder for single coverage benefits, or the equivalent thereof, until all such amount has been used up or until the surviving spouse remarries or the surviving spouse remarries or the surviving spouse dies, whichever should occur first.

After using up their amount of the Lump Sum Dollar Value Health Insurance Plan, retirees, or their surviving spouses may continue to participate in the District's Health Insurance Program providing such participation is allowed by the District's Plan and providing such retirees or their surviving spouses pay the full cost of the health insurance premiums in effect.

Administrators who have not participated in the District's Health Insurance Program are also eligible for these retirement benefits. To calculate the Lump Sum Dollar Value amount, single administrators shall be treated as if they had participated in the single plan.

Administrators hired after July 1, 2005

Administrators with ten (10) or more years of service as an Administrator in Kendall Central Schools and who retire from Kendall Central Schools, shall convert unused sick days to a rate of fifteen (15) sick days equal to one (1) year of the Kendall Health Care Plan – single.

C. Conferences, Workshops, Meetings, and Visitations

Administrators may request permission to attend conferences, workshops, and meetings, visitations, and similar programs. Such requests require the prior approval of the Superintendent, who may or may not approve such requests based on what the Superintendent believes to be in the best interests of the District.

Administrators may be requested by the Superintendent to attend conferences, workshops, meetings, visitations, or similar programs based on what the Superintendent believes to be in the best interests of the District.

The District shall reimburse the administrators for expenses specifically approved in advance by the Superintendent and incurred by the administrator while attending such programs including a per mile travel reimbursement at the current IRS rate. The Superintendent may require a satisfactory written report regarding such programs before reimbursement shall be made.

D. In-service Programs

Administrators may be required by the Superintendent to participate in in-service programs. For such required in-service outside the District, the District shall also reimburse the administrators for mileage at the current IRS rate per mile and other related expenses as specifically approved in advance by the Superintendent.

The District will maintain an annual account of \$4,000 to be used for professional development, conferences, meetings and events with the prior approval of the Superintendent.

VI. ADDITIONAL AREAS OF AGREEMENT

- A. The Superintendent shall provide each administrator with copies of this KAA Agreement, all Board of Education Policies, all Administrative Regulations, and other relevant Handbooks. As changes are made in any of these, the Superintendent shall also provide each administrator with copies of such changes on an ongoing basis. Administrators will familiarize themselves with the contents of all these handouts and adhere to them accordingly.
- B. A duty free lunch period of at least thirty (30) minutes will be provided all administrators.
- C. Evaluation
Each Building Principal and Director of Personnel Services shall be evaluated in writing by the Superintendent at least once annually. The Assistant Principal shall be evaluated in writing by the High School Principal at least once annually.

D. Dismissal

Tenured administrators shall not be dismissed except for cause.

E. Personnel File

Upon reasonable request an administrator shall have the right to review and to copy the contents of the administrator's personnel files except for confidential pre-employment reference information. The administrator shall be entitled to be accompanied by other person(s) of the administrator's own choice during such review. The administrator shall have the right to respond in writing to any non-confidential materials found in the administrator's personnel file and to have such a response included in such files.

VII. GRIEVANCE PROCEDURE

A. Definition: A grievance is a claim by an administrator or group of administrators that there has been a violation, misinterpretation, or inequitable application of a provision of this agreement.

B. First Stage: The administrator orally and informally confers with the Superintendent to seek acceptable resolution of the grievance within forty-five (45) school days after the act or conditions causing the grievance occurred.

C. Second Stage: If the grievant is not satisfied with the informal response from the First Stage, within five (5) school days after receiving the informal response from the First Stage the grievant may file an appeal in writing with the Superintendent.

Within five (5) school days after receipt of the appeal, the Superintendent shall hold a meeting with the administrator regarding this grievance.

The Superintendent shall render a decision in writing to the administrator within five (5) school days after the conclusion of this meeting.

D. Third Stage: If the administrator is not satisfied with the decision at the Second Stage, the administrator may file an appeal in writing with the Board of Education within ten (10) days after receiving the Second Stage decision. The Board shall consider the grievance at the next regularly scheduled Board meeting and within ten (10) days after the conclusion of the meeting, render a decision in writing.

E. Fourth Stage: After receipt of the Board decision at the Third Stage, the grievance may be submitted to arbitration. The Association shall notify the Board of Education within fifteen (15) days of receipt of the decision at the Third Stage that it is proceeding to arbitration.

Within five (5) days after written notification of submission to arbitration, the Board and the Association will agree to request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The selected arbitrator shall hear the matter promptly and shall render the arbitrator's decision in writing no later than thirty (30) calendar days from the closing of the hearings. The arbitrator's decision shall be final and binding on all parties.

The costs of the arbitrator shall be shared equally by the Board and the Association.

VIII. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Negotiating Teams: The Board, or its designated representatives, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- B. Opening Negotiations: Either party may request to open negotiations for a successor agreement by notifying the other party in writing between January 15 and February 1, of the last year of this Agreement. If so requested the parties shall meet between February 2 and February 15 to exchange written proposals and to set up the dates and times for bargaining sessions which shall not exceed two (2) hours per session without the mutual consent of both parties.
- C. 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 counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters, and to exchange all available pertinent information. Meetings shall be held as the parties may require reaching an understanding on the issue(s) or until an impasse is reached.
- D. Consultants: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- E. Reaching Agreement: The entire proposed new Agreement as reached between the negotiating teams shall be committed to writing and provided to the Association, the Superintendent and the Board of Education before any of them shall consider it for formal approval. After approval by the Association, the Superintendent and the Board of Education, the new Agreement will be executed and put into timely effect accordingly.
- F. Resolving Differences: Should represented parties reach an impasse as defined in the "Public Employees Fair Employment Act", such impasse shall be resolved according to the procedure established in Section 209 of said act.

IX. **DUES AND AGENCY FEES**

- A. The President of the Association shall notify the Superintendent in writing of the amount of annual membership dues for the KAA and SAANYS which is to be deducted.
- B. Upon receipt of a written authorization from the administrator on a form from the Association, the District shall deduct KAA and SAANYS dues on a prorated basis and shall remit such monies collected to the President of the Association once each month.
- C. The Board of Education recognizes that this is an Agency Shop Fee Agreement. In accordance with applicable NYS laws on such, each administrator who is a member of the bargaining unit but who is not a member of the KAA and SAANYS shall have deducted by the District from the administrator's pay an amount equivalent to the dues levied by the KAA and SAANYS with the District remitting such monies collected to the President of the Association once each month.
- D. The KAA agrees to indemnify and hold harmless the District from any causes of action, claims, loss, or damages incurred as a result of this section on dues and agency shop fees.

X. **TOTALITY AND SCOPE**

This Agreement incorporates the entire understanding of both parties on all issues which have been discussed during negotiations. This Agreement shall supersede any rules, regulations, or practices of the District, which are contrary or inconsistent with the terms herein. All rights and prerogatives hereto exercised by the District with respect to any and all matters not specifically covered in this Agreement shall remain the rights and prerogatives of the District.

XI. **LEGISLATIVE IMPLEMENTATION**

Any provision of this Agreement which requires the KCS Board of Education action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the KCS Board of Education has taken such action.

XII. **SAVINGS CLAUSE**

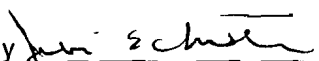
If any provision of this Agreement or any application of the Agreement to any administrator or group to administrators shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue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

XIII. **DURATION**

The provisions of this Agreement shall become effective July 1, 2008 and shall continue in full effect through June 30, 2011.

SUPERINTENDENT OF SCHOOLS
KENDALL CENTRAL SCHOOL

KENDALL ADMINISTRATORS' ASSOCIATION

By 
JULIE E CHRISTENSEN
Superintendent

5/27/08
DATE


JACK WEATHER
Kendall Administrators' Association

5/27/08
DATE

