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Lafayette Central School District And
Lafayette Administrators Assn

AN AGREEMENT

BETWEEN THE

LAFAYETTE CENTRAL SCHOOL DISTRICT

AND THE

LAFAYETTE ADMINISTRATORS ASSOCIATION

TERMS AND CONDITIONS OF EMPLOYMENT

July 1, 2001 - June 30, 2004

RECEIVED

SEP 17 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I RECOGNITION

The LaFayette Board of Education recognizes that the LaFayette Administrators Association represents the majority of the administrators in the unit, which is composed of certified administrators, and as such, the LaFayette Administrators Association is the sole representative for members of the unit in contract negotiations.

ARTICLE II PROCESS

By March 15 of each year in which the existing contract expires, a meeting shall be held to determine a tentative schedule of meetings for the development of a new contract. At this time, the President of the Association and the Superintendent will present to one another the membership of the respective bargaining teams.

ARTICLE III ADMINISTRATION STAFF DEFINITION

Administrative Staff is defined as including the following positions:

- a. High School Principal
- b. Grimshaw Elementary School Principal
- c. Onondaga Nation School Principal
- d. Assistant Principals
- e. Director of Curriculum, Instruction, & Special Projects
- f. Director of Special Education (12 month position)

ARTICLE IV TERM OF EMPLOYMENT

- a. All building principals - twelve (12) month work year.
- b. Assistant principals - twelve (12) month work year.
- c. Director of Curriculum, Instruction, & Special Projects twelve (12) month work year.
- d. Director of Special Education

**ARTICLE V
VACATION TIME**

- 5.1 Administrators with 1-15 years of administrative experience in the LaFayette School District will receive 20 vacation days per year. A maximum of 15 days will be allowed to be carried over to the following year with the approval of the Superintendent of Schools.
- 5.2 Administrators with more than 15 years of administrative experience in the District will receive 25 vacation days per year. A maximum of 15 days will be allowed to be carried over to the following year with the approval of the Superintendent of Schools.
- 5.3 Upon retirement, the maximum number of vacation days for which one is eligible to be reimbursed is 30 days.

**ARTICLE VI
HOLIDAYS**

Administrators shall be entitled to observe the following legal holidays, which fall within the work year:

- | | |
|-------------------------------|-----------------------------|
| Independence Day | New Years Day |
| Labor Day | Martin Luther King, Jr. Day |
| Columbus Day | Presidents Day |
| Veterans Day | Good Friday |
| Thanksgiving Day and Next Day | Memorial Day |
| Christmas Day | |

If an administrator's building is in session on any of the above days, the day worked will be applied to vacation time.

**ARTICLE VII
SICK DAYS**

- 7.1 Administrators shall be granted fifteen (15) sick days each year. Unused sick days will be allowed to accrue without limitation.
- 7.2 Newly employed administrators shall be allowed to transfer a maximum of sixty (60) sick leave days from their previous school employer.
- 7.3 Teachers employed by the District appointed to administrative position within the District will keep all of their accumulated sick days.

**ARTICLE VIII
PERSONAL LEAVE**

Each Administrator shall be entitled to five (5) days of personal leave each school year. Unused days shall accrue as sick time.

**ARTICLE IX
BEREAVEMENT**

For full-time employees up to five (5) days maximum leave shall be granted for each occurrence of a death in the immediate family (Immediate family is defined as son or daughter, husband or wife, mother, father, sister, brother, grandchild, great-grandchild, or person occupying the position of parent).

**ARTICLE X
OTHER LEAVES**

Upon written request, the Superintendent of Schools may grant additional leave time to a member of the administrative staff for situations not covered by other provisions in this agreement.

ARTICLE XI INSURANCE BENEFITS

10.1 Insurance Benefits

10.1.1 Health Insurance

The District will pay 95% of the premiums for the health and medical coverage for each Administrator and 95% of the health and medical coverage for the Administrators dependents. Co-pay prescription shall be \$1 for generic and mail order and \$7 for brand name. Effective July 1, 2000, the District will pay 95% of the premiums for the health and medical coverage for each Administrator and 85% of the health and medical coverage for the Administrators dependents. Co-pay prescription shall be \$1 for generic and mail order and \$7 for brand name.

10.1.2 Dental

The District shall continue to pay 100% of the premium for dental insurance for each Administrator. Premiums for covering family members shall be the responsibility of the Administrator.

10.1.3 Flexible Spending Plan

The District will provide the administrative staff with a flexible spending plan on the order of the Best Flex Program offered by BC&S Associates, Inc. of Syracuse, New York.

10.1.4 Retirement

Upon retirement from the New York State Teachers Retirement System and with ten (10) years of District service immediately prior to retirement, the District agrees to pay 60% of the premium cost for individual coverage and 40% of the premium cost for family coverage.

10.1.5 Life Insurance

Effective July 1, 2001, the District will provide, on the anniversary date of the policy, an annual amount of one thousand two hundred and forty-one (\$1,241) dollars towards the cost of a portable \$100,000 term group term insurance policy.

ARTICLE XII SICK LEAVE ACCUMULATION

11.1 Accumulation earned sick leave days at time of termination will be reimbursed at \$25.00 per day. The total number will be minus those days granted at employment entry.

11.2. Sick Leave Accumulation

In the case of retirement, the number of sick days at \$25.00 per day, will be:

- a. Utilized to cover the retirees portion of the health insurance.
- Or
- b. Be paid to the retiree in a lump sum within ten (10) working days of the last day of employment:

ARTICLE XIII RETIREMENT RECOGNITION

12.1 Eligibility Requirements

- a. Full-time unit employee whose position requires administrative certification pursuant to the rules and regulations of the Commissioner of Education or other such person as nominated by the Superintendent of Schools and approved by the Board of Education.
- b. Minimum of ten (10) years of service with at least five (5) years as an administrator to the LaFayette Central School District immediately prior to the effective date of retirement.
- c. The employee must submit an irrevocable letter of resignation one year prior to the date of retirement from the District and be eligible

to receive undiminished retirement benefits, i.e., without reduction or penalty, from the New York State Teachers Retirement System.

- d. The administrator, at his/her election, may receive an immediate cash payment in the amount of eleven thousand five hundred (\$11,500) dollars. The individual who elects the cash payment shall be required to retire at the end of the school year in which said election takes place.

ARTICLE XIV LEAVE REPORTING

Administrators will use the attached form (Form A) for the reporting of absences from the job. The form will be submitted with the bi-weekly payroll report from each building. The District, by July 31st of each year will provide each administrator with an accounting of unused sick days and vacation days from the previous year.

ARTICLE XV EVALUATION OF ADMINISTRATIVE PERSONNEL

It is agreed that a committee comprised of the Superintendent, one Board of Education member, and two members of the LaFayette Administrators Association will develop a process/procedure as well as a form for evaluation of administrators. This process/procedure as well as the form will be mutually acceptable to both parties and in place no later than August 1, 2002. This is non-exclusionary to present procedure being used, which will change when, new procedures are put in place.

ARTICLE XVI

ADMINISTRATIVE SALARIES

July 1, 2001 - June 30, 2002^{1*}

<u>a.</u>	<u>FINAL BASE</u>	<u>DEGREES</u>	<u>FINAL TOTAL</u>
J. Blossey	59,190	1500	60,690
P. Cowling	66,172	1500	67,672
C. Erb	68,038	1500	71,038
J. Grizzi	59,000	2250	61,250
D. McIntyre	68,038	1500	71,038

July 1, 2002 - June 30, 2003^{1*}

<u>a.</u>	<u>FINAL BASE</u>	<u>DEGREES</u>	<u>FINAL TOTAL</u>
J. Blossey	62,516	1500	64,016
P. Cowling	74,812	1500	76,312
C. Erb	72,892	1500	75,892
J. Grizzi	61,508	2250	63,758
D. McIntyre	72,892	1500	75,892

July 1, 2003 - June 30, 2004²

<u>a.</u>	<u>FINAL BASE</u>	<u>DEGREES</u>	<u>FINAL TOTAL</u>
J. Blossey	65,172	1500	66,672
P. Cowling	77,992	1500	79,492
C. Erb	75,990	1500	78,990
J. Grizzi	64,122	1500	66,372
D. McIntyre	75,990	1500	78,990

¹ * 1% of the total base salary may also be included if earned by the Administrator and if the Administrator receives a satisfactory performance rating from the Superintendent of Schools. This amount will be payable in May.

² An amount of \$500 of the total base may also be included if earned by the Administrator and if the Administrator receives a satisfactory performance rating from the Superintendent of Schools. This amount will be payable in May.

~~b. Effective July 1, 2000 a sum of two and forty five hundredths of a percent (2.45%) will be awarded to each returning administrator. In addition to this amount, an additional eighty five hundredths (.85%) of a percent will be available upon the successful completion of each goal up to a maximum of three (3) goals.(2.55%) The Superintendent and each administrator shall meet and mutually agree on the three (3) goals. The Superintendent will evaluate each administrator and determine if she/he has successfully completed the agreed upon goals and notify the Board of Education as to his/her disposition.~~

b. Included in the aforementioned salaries where applicable are the following stipends:

- \$750 - Masters Degree
- \$750 - Certificate of Advanced Studies
- \$750 - Doctorate

c. Curriculum Stipend

When administrators assume the role of curriculum coordinators (to include: Language Arts, Mathematics, Science/Health, Social Studies, Computer, Testing Coordinator, Summer School Coordinator and Committee of Special Education), a stipend of One thousand five hundred dollars (\$1,500) will be added to their previous years base salary.

d. An annual salary agreement will be given to each member of the LaFayette Administrators Association by July 1st of each school year. It will state the administrators area(s) of responsibility and the salary established by contract, which the administrator will receive for that school year.

ARTICLE XVII
PROFESSIONAL CONFLICT RESOLUTION

A. Declaration of Policy:

The purpose of this procedure is to promote and maintain harmonious and cooperative relationships between administrators, central administration and members of the Board of Education, by providing for a prompt and orderly settlement of differences through procedures under which administrators may present grievances free from coercion, restraint, discrimination, or reprisal.

B. Basic Principles:

1. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedures, by a person or persons of his/her choice.
2. Written summaries shall be kept of all conferences at the formal stage. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.

C. Definitions:

1. Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
2. Aggrieved - shall mean an individual or group of Administrators having the same grievance.
3. Unit President - shall mean the elected president of the bargaining unit.
4. Representative - shall mean any person or persons designated by the aggrieved, as defined, as her/his advisor, counsel, or to act on his/her behalf.

D. Procedure

1. Step 1

The aggrieved employee will present his/her grievance in writing to the Unit President. The grievance shall then be presented by the Unit President or aggrieved, orally to the Superintendent or his/her designee.

2. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party to his/her representative, and presented to the Superintendent within ten regular work days following the occurrence giving rise to the grievance, the date on which the grievant knew of or should reasonably have known of the occurrence, if later. Within five workdays after the meeting, the Superintendent will provide a written answer to the Unit President with a copy to the aggrieved.

3. Step 3

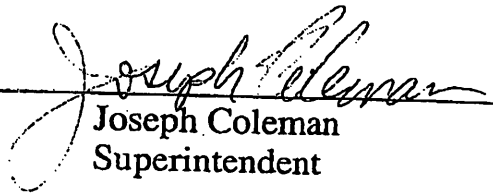
- a. If the grievance is not resolved in Step 2, the Unit President with the approval of the Association, may, within 30 days from the receipt of the Step 2 answer, submit the grievance to the Board of Education. Within ten workdays following the first Board meeting after receipt of the grievance, the Board will provide a written answer to the Unit President with a copy to the aggrieved.
- b. If the grievance is not resolved in step 3, the Unit President with the approval of the Association may within ten (10) days of receipt of the Step 3 answer submit the grievance to arbitration.
- c. As a condition precedent and unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

4. Step 4 - Arbitration

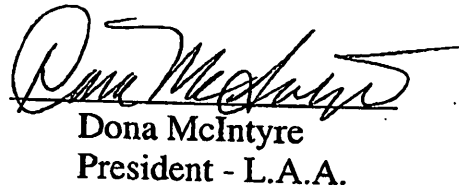
- a. The American Arbitration Association shall be the agency used for all Agreement interpretation disputes. The rules and regulations of the AAA shall apply. The arbitrator shall only have jurisdiction and authority to apply the Paragraphs of this Agreement and shall not have the power to add to, subtract from or modify any Paragraph of this Agreement, nor to change or alter the salary schedules of this Agreement. Regardless of how the arbitrator finds the facts he shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his/her decision in writing within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.
- b.. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.

**ARTICLE XVIII
TERM OF AGREEMENT**

This agreement shall become effective from July 1, 2001 through June 30, 2004 except as otherwise modified herein.



 Joseph Coleman
 Superintendent



 Dona McIntyre
 President - L.A.A.

12/29/01

 Date

12/29/01

 Date