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**Contract Database Metadata Elements**

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*Agreement Between*

*The Board of Education*

*of*

*Chenango Valley Central School District*

*and*

*Chenango Valley Administrators Association*

*July 1, 2006 – June 30, 2010*

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JAN 12 2010

**ADMINISTRATION**




**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHENANGO VALLEY CENTRAL SCHOOL DISTRICT  
AND  
CHENANGO VALLEY ADMINISTRATORS' ASSOCIATION**


Re: Tax Sheltered Annuities

The parties agree to the following beginning in the 2006-07 school year:

- (1) Article IX – Tax Sheltered Annuities – This clause will be eliminated from the Chenango Valley Administrators' Association Contract. All tenured administrators will retain the \$1,000. tax annuity allowance that was placed on their 2005-06 salary. This amount will be used when the District calculates the administrators' percentage increase for 2006-07 salaries.
- (2) Non-tenured administrators David Gill and Charles Purce will receive a one-time stipend of \$1,000 which will be added to their base salary at the conclusion of the 2007-08 school year. This one-time stipend will remain in their base salaries and used when the District calculates the administrators' percentage increase for 2008-09.
- (3) Non-tenured administrator Janet Gleason will have \$500 added to her salary upon her tenure date in December 2008. She will receive an additional \$500 at the conclusion of the 2008-09 school year. These dollars remain in her base salary and will be used when the District calculates administrators' percentage increases for 2009-2010 salaries.

  
\_\_\_\_\_  
Superintendent of Schools

2/15/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrators' Association President

2/16/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board of Education President

2/15/06.  
\_\_\_\_\_  
Date

10/10/10

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## Preamble

The Chenango Valley Board of Education and the Chenango Valley Administrators Association agree that it is deemed appropriate to formalize the compensation, leave of absence provisions, insurance benefits, vacation and other miscellaneous benefits applicable to the administrative employees.

## Article I – Recognition

The Chenango Valley Board of Education hereby recognizes the Chenango Valley Administrators Association as the representatives of the Administrative Staff of the Chenango Valley Central School District. The Administrative Staff is defined to include all members of the Administrative Cabinet with the exception of the Superintendent of Schools and Assistant Superintendent. The Administrative Cabinet includes:

### 12 Month

Elementary Principals – CB & PD  
Middle School Principal  
High School Principal  
Director of Guidance  
Director of Health, Physical Education  
And Athletics  
Director of Special Education  
Director of Technology

### 11 Month

Assistant Principal – High School  
Director of Early Childhood Education

Any change in this organizational structure in terms of title or number of positions is subject to consultation.

## Article II – Work Year

The administrative work year is twelve (12) months with the exception of the High School Assistant Principal and Director of Early Childhood who will serve 11-month work year positions. The eleven (11) month schedule will include normal workdays between September 1<sup>st</sup> and June 30<sup>th</sup> with twenty (20) additional work days to be scheduled with the Superintendent of Schools during the months of July and August.



Article III – Leaves of Absence

- A. Sick Leave: Administrators shall be granted fifteen (15) sick leave days per year. Unused sick leave days may be accumulated to a maximum of two hundred (200) days.
- B. Personal Leave: The Superintendent of Schools may, in his discretion, grant personal leave days whenever the personal circumstances of the employee require, and the same can be done without undue hardship to the District.
- C. Sick Bank: An administrative Sick Bank will exist for the following reasons:
  - (1) To provide for extended sick leave for any administrator who has exhausted their personal sick time allotment.
  - (2) The Sick Bank will be used to cover illness of a catastrophic nature or accidents requiring an extended stay in a hospital, nursing home, or convalescent unit necessary for therapy or rehabilitation.
  - (3) All requests for use of the Sick Bank must be approved by the Superintendent of Schools.
  - (4) Effective July 1, 2006 the Administrative Sick Bank will increase from 139 days to 165 days. The District will contribute thirteen (13) days and thirteen (13) days will be contributed evenly by Administrative Team members who have accumulated more than 180 days of unused sick leave.
  - (5) When the sick bank drops below the minimum one hundred (100) days, the Administrative Association will refund the bank according to the following schedule:

001-013	Accumulated sick days – Donate one (1) day to Bank;
014-026	Accumulated sick days – Donate two (2) days to Bank;
027-039	Accumulated sick days – Donate three (3) days to Bank;
040-052	Accumulated sick days – Donate four (4) days to Bank;
053-065	Accumulated sick days – Donate five (5) days to Bank;
066-078	Accumulated sick days – Donate six (6) days to Bank;
079-091	Accumulated sick days – Donate seven (7) days to Bank;
092-104	Accumulated sick days – Donate eight (8) days to Bank;
105-117	Accumulated sick days – Donate nine (9) days to Bank;
118-131	Accumulated sick days – Donate ten (10) days to Bank;
132-144	Accumulated sick days – Donate eleven (11) days to Bank;
145-157	Accumulated sick days – Donate twelve (12) days to Bank;
158-170	Accumulated sick days – Donate thirteen (13) days to Bank;
171-184	Accumulated sick days – Donate fourteen (14) days to Bank;
185-200	Accumulated sick days – Donate fifteen (15) days to Bank.

Article IV – Vacation


- A. Members of the Administrative Cabinet employed by the District will be granted vacation in accordance with the following schedule:

Vacation Days

Years of Service as a CV <u>Administrator</u>	12-month <u>Administrators</u>	11-month <u>Administrators</u>
1-3	15	12
Start of 4 <sup>th</sup> year	25	17

- B. Vacation days are not cumulative and will be scheduled with prior approval of the Superintendent of Schools or his designee. However, with the Superintendent's approval, two (2) unused vacation days from the prior school year may be used during the months of July and August.

- C. Administrators may request the use of accrued vacation days on snow days.

-  D. Upon his/her retirement, an administrator will be reimbursed for any unused vacation days (up to a maximum of twenty [20] days) at a rate equivalent to 1/210<sup>th</sup> of his/her salary.

NOT 260!

Article V – Holidays

Administrators will receive all of the paid legal holidays that fall within their scheduled work year.

Article VI – Professional Dues

Administrators will, upon proof of payment, be reimbursed to a maximum of \$450 for dues paid to professional educational organizations relating to his/her professional responsibilities to the District.

## Article VII – Insurance

**Health Insurance:** The District agrees to pay ninety-five (95%) of the cost of individual coverage for eligible administrators in the Central New York Region-wide Blue Cross/Blue Shield Plan and agrees to pay eighty-five percent (85%) of the cost of the dependent provision for family coverage for eligible administrators in the Blue Cross/Blue Shield Plan. It is further understood and agreed that there shall be included in this plan coverage for retired administrators in the individual health plan at the same percentage rate as when they retire and in the Family Plan at the same percentage rate as when they retire (exclusive of those retirees that accept employment wherein they have equal or better health care coverage). The District will continue to pay for this health insurance coverage, less the administrator's contribution outlined above, for a surviving spouse and dependent children in the event of death of the administrator during his/her service to the District or as a retiree. Prescription co-pay will be \$5.00 for generic and \$10.00 for non-generic prescriptions.

- A. **Dental Insurance:** The District will pay 100% of the premium of the plan provided for active employees for either individual or family plan coverage. The District will continue to pay this coverage for retired administrators. Additionally, the District will pay this coverage for a surviving spouse and dependent children in the event of the death of the administrator during his/her service to the district or as a retiree. Members of the administrative group are authorized to add orthodontic coverage to the District dental plan at his/her expense.
- B. Under this section, no duplication of insurance coverage by the administrator will be allowable. Should the administrator or surviving spouse encounter a change in insurance coverage that would create a duplication of coverage, it is the obligation of the administrator or surviving spouse to so notify the District immediately.

**\*\*The Chenango Valley Administrators Association and the Chenango Valley Board of Education agree to reopen Article VII – Insurance after June 30, 2008 for the purpose of negotiating health insurance benefits for the 2009-2010 school year.\*\***

## Article VIII – Graduate Coursework/Conference Attendance

Each member of this unit will annually be allowed a total of \$800 for graduate credit reimbursement and/or conference attendance paid by the District.

- A. An administrator wishing to take additional graduate coursework in a related educational program will be reimbursed up to a total of six (6) graduate credits per year under the following conditions:
- (1) All reimbursable graduate coursework must have the prior approval of the Superintendent of Schools.
  - (2) Satisfactory completion of graduate coursework for reimbursement will require a grade of at least "B".
  - (3) An official transcript will be provided to the District prior to any reimbursement.

### Article IX – Salary

Administrators will receive the following increases to their base salary as follows:

Effective July 1, 2006 each returning full-time administrator covered by this agreement will receive a four percent (4%) plus \$400 salary increase for the 2006-2007 school year.

Effective July 1, 2007 each returning full-time administrator covered by this agreement will receive a four percent (4%) increase for the 2007-2008 school year.

Effective July 1, 2008 each returning full-time administrator covered by this agreement will receive a four percent (4%) salary increase for the 2008-2009 school year.

Effective July 1, 2009 each returning full-time administrator covered by this agreement will receive a three point nine percent (3.9%) salary increase for the 2009-2010 school year.

### Article X – Retirement

- A. A notice to retire will be given to the District at least 90 days before the intended retirement date. In the event of an unforeseen medical or personal crisis, the Superintendent of Schools may waive the required time notification.
- B. Upon retirement, an administrator under this Agreement employed by Chenango Valley Central School District prior to July 1, 1998, he/she will be paid an amount equal to thirty percent (30%) of his/her base salary, not to exceed \$28,000.
- C. All administrators hired after July 1, 1998 will be eligible for retirement benefits as per the following schedule:

STEP 1:	Tenure +3 years of District Service	-	10% base salary
STEP 2:	7-13 years of District Service	-	20% base salary
STEP 3:	14 years or more of District Service	-	25% base salary

The maximum dollar amount will not exceed \$23,500.

- D. For purposes of this Article, retirement shall mean those persons who are eligible to retire under the Rules and Regulations established by the New York State Teachers' Retirement System.

## Article XI – Grievance Procedures

### Purpose

It is the desired objective of the parties to encourage the prompt resolution of complaints in relation to the provisions of this agreement, to provide access to an orderly procedure for the satisfaction of grievances.

### Definitions

1. “Grievance” as used in this Agreement is limited to a question of interpretation, application of, or compliance with the provisions of this Agreement.
2. “Grievant” shall mean a member or members of the Chenango Valley Administrators Association bargaining unit.
3. “Days” shall mean work days as designated on the school calendar.
4. “Supervisor” shall mean Building Principal or Assistant Superintendent of Schools.

### Grievance Procedure

The grievant(s) must state the provision of the Agreement that is the object of the grievance, at all levels of the procedure.

#### Level 1 – Informal Meeting

A grievance will first be presented and discussed with the grievant’s immediate supervisor. The purpose is to resolve the matter informally. Failure to present a grievance within ten (10) workdays after the occurrence of the claimed grievable event shall result in a waiver of all grievance rights.

Within ten (10) days after the presentation of the grievance to the supervisor, he/she shall make a decision and communicate it to both the grievant(s) and the Superintendent of Schools.

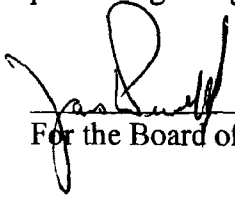
#### Level 2 – Superintendent’s Review

If the grievant is not satisfied with the decision of the immediate supervisor under the procedure of Level 1, the grievant may, within five (5) days, file a written request with the Superintendent of Schools requesting a review of the decision. Such appeal shall include, but not be limited to, a summary of the grievance and a statement as to why the decision at Level 1 was unsatisfactory.


The Superintendent, or his/her designee, shall meet with the grievant(s) at a time and place designated by the Superintendent of Schools. This meeting will be held within ten (10) days of the beginning of Level 2. Such meeting shall be an attempt to resolve the grievance. Within ten (10) days of the meeting, a decision shall be made and the written decision presented to the grievant(s) outlining the reasons for the conclusion arrived at under Level 2 of this Grievance Procedure.

Article XII – Duration Clause

This Agreement between the Chenango Valley Central School District Board of Education and the Chenango Valley Administrators Association shall be for a four year period beginning July 1, 2006 and concluding on June 30, 2010.

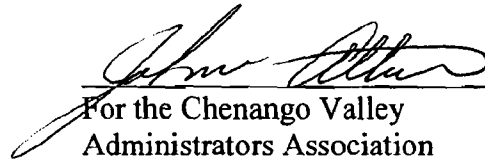
  
\_\_\_\_\_  
For the Board of Education

2/15/06

  
\_\_\_\_\_  
Clerk, Board of Education

  
\_\_\_\_\_  
Superintendent of Schools

2/15/06

  
\_\_\_\_\_  
For the Chenango Valley  
Administrators Association

2/16/06

DATE: \_\_\_\_\_

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BOARD OF EDUCATION OF THE CHENANGO VALLEY CENTRAL SCHOOL  
DISTRICT AND CHENANGO VALLEY TEACHERS ASSOCIATION**

This is a Memorandum of Understanding (hereinafter "MOU"), which has been negotiated by and is entered into by the **Chenango Valley Central School District** (hereinafter "District") with offices located at 1160 Broad Street, Binghamton, New York, 13901, and **Chenango Valley Administrators Association** (hereinafter "CVAA").

The District and CVAA negotiated and entered into the July 1, 2006-June 30, 2010 Chenango Valley Administrators Contract (hereinafter the "Contract"). The Contract provides that health benefits were to be reopened in July 2009. The current state of District finances has motivated the above referenced parties to reopen the issues of health benefits early. This MOU memorializes the actions and the intent of the parties to join the other bargaining units in making a contribution to lessen the financial difficulties of the District and its taxpayers. The parties have negotiated and agreed to reopen the health benefits one year early. The parties hereby enter into this MOU;

NOW, THEREFORE, IT IS HEREBY

AGREED, The Excellus Blue Cross Shield prescription drug plan co-pay will change from the current Five Dollars (\$5.00) and Ten Dollars (\$10.00) to Five Dollars (\$5.00) and Fifteen Dollars (\$15.00); and it is further

AGREED, that this change becomes effective on July 1, 2008 and will remain in effect until June 30, 2010, the end of the existing Contract; and it is further

AGREED, that this change brings the prescription drug plan co-pay into alignment with other bargaining units in the District; and it is further

AGREED, that this MOU and its terms and conditions amend the Contract; and that this MOU shall be attached to the Contract.

CHENANGO VALLEY  
CENTRAL SCHOOL DISTRICT

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
John Hussar, President  
Board of Education





CHENANGO VALLEY  
CENTRAL SCHOOL DISTRICT

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Carmen A. Ciullo

Superintendent of Schools

CHENANGO VALLEY  
ADMINISTRATOR'S ASSOCIATION

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
President  
Chenango Valley Administrator's  
Association

