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Contract Database Metadata Elements

Title: **Schalmont Central School District and Schalmont Central School Administrators Association (2002)**

Employer Name: **Schalmont Central School District**

Union: **Schalmont Central School Administrators Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

PERB ID Number: **6140**

Unit Size: **12**

Number of Pages: **14**

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Schalmont Csd At Rotterdam And
Schalmont Central School
Administrators Assn

CONTRACT

between

SCHALMONT CENTRAL SCHOOL ADMINISTRATORS ASSOCIATION

and

SCHALMONT CENTRAL SCHOOL DISTRICT

for

July 1, 2002 to June 30, 2005

RECEIVED

DEC 01 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

12/1/03

TABLE OF CONTENTS

<i>ARTICLE I</i>	1) Recognition 2) Conformity to Law	1 1
<i>ARTICLE II</i>	Association Rights 1) Use of School Facilities 2) Copies of Agreement 3) Dues Deduction 4) In-District Travel	1 1 2 2
<i>ARTICLE III</i>	Negotiations	2
<i>ARTICLE IV</i>	Vacations, Holidays, Presence in School Buildings	2
<i>ARTICLE V</i>	Professional Development 1) Attendance at Professional Meetings 2) Advanced Study 3) Responsibilities	2-3 3 3
<i>ARTICLE VI</i>	Vacancies, Transfers, Double or Staggered Sessions 1) Vacancies	3
<i>ARTICLE VII</i>	Benefits and Retirement Incentive Plans	3-7
<i>ARTICLE VIII</i>	1) Accidents 2) Personal Injury Benefits 3) Personal Files	7 7 7-8
<i>ARTICLE IV</i>	Recruitment and Selection of Personnel 1) Recruitment 2) Selection of Personnel	8 8
<i>ARTICLE X</i>	Administrative Positions	8
<i>ARTICLE XI</i>	The School Calendar and School Year	8
<i>ARTICLE XII</i>	Grievance Procedures Declaration of Purpose Stage 1. Supervisor Stage 2. Superintendent of Schools Stage 3. Board of Education Stage 4. Arbitration	9 9 9 10 10
<i>ARTICLE XIII</i>	Salaries	11
<i>ARTICLE XIV</i>	Duration Signatures	12 12

ARTICLE I

1. **Recognition**

The Schalmont Central School Administrators Association is comprised of all directors, principals and assistant principals hereinafter called Administrators. For the purpose of negotiations with regard to salaries, and all other conditions of employment, the Board recognizes the Schalmont Administrators Association as the exclusive negotiating agent for the personnel eligible for membership in such unit. Recognition shall continue in effect through the life of the contract.

2. **Conformity to Law**

It is hereby agreed by and between the Board of Education of the Schalmont Central School District (hereinafter called the Board) and the Schalmont Administrators Association that the employees shall perform their duties for the public schools in said District as prescribed by the Laws of New York State and by the policies adopted hereunder by the Board of said District. Throughout the term of this contract, administrators shall be subject to discharge under the provisions provided in New York State Education Law.

An administrator is eligible for tenure after service of a three-year probationary period.

ARTICLE II

Association Rights

1. **Use of School Facilities**

The Association shall have the right to use school buildings for meetings, without cost. The association may use the duplicating, copying and mimeograph machines available in the schools. Paper will be provided through Association funds.

2. **Copies of Agreement**

Copies of this Agreement will be provided to each member of the Administrators Association and the Board of Education through the District Office.

3. **Dues Deduction**

Facilities will be provided through the District Office to provide regular payroll deduction for dues to SAANYs, NAESP and local Administrator's Association at the request of the individual administrator or through the administrator's business representative at the local level. The district will provide for payroll deductions for administrators who express a desire to have deductions made to the Schenectady Teachers Federal Credit Union.

4. **In-District Travel**

The district shall compensate employees at the IRS approved rate that is in effect on July 1st of the then current school year, per mile for use of their personal automobiles where such use is required in the performance of their duties.

ARTICLE III

Negotiations shall be conducted between the Administrators Association and the Board of Education according to the provisions of the Taylor Law.

ARTICLE IV

Vacations and Holidays

1. Administrators will receive one month's vacation (22 days) annually exclusive of legal holidays. Vacation shall be taken in the year in which it was earned on the days when school is not in session. Administrator's use of vacation time when school is in session will be at the discretion of the Superintendent of Schools. Unused vacation days may be rolled over into the next school year and may be used up to August 31st of the next school year. After August 31st, any unused vacation time from the previous school year will be lost unless previously approved by the Superintendent of Schools. All administrators will be on a twelve (12) month calendar.
2. Administrators will be provided sixteen and one-half (16 1/2) holidays. The specific days will be cooperatively determined and attached to this contract. On other days when pupils are not in attendance, administrators will report to work unless the Superintendent of Schools grants prior approval for absence.

ARTICLE V

Professional Development

1. **Attendance at Professional Meetings**
Administrators may attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be incurred by the District. The District shall apportion \$3,000 per year for use by members of the administrators unit. Administrators shall file an itemized account of expenses with the business office. Attendance at such meetings shall be subject to the approval of the Superintendent of Schools.
Each administrator will be allocated \$500 per year to defray the cost of membership dues in professional organizations.
2. **Advanced Study**
All administrators who receive prior approval of the Superintendent for a college credit course shall have the tuition for such course paid by the School District upon successful completion of the course. The tuition payment made for any

course relating to professional responsibility shall not exceed \$100 per credit hour and approval for payment shall be limited to a total of six (6) credit hours per school year (July 1 - June 30).

Each administrator will be required to obtain three (3) graduate hours or equivalent in-service credit (said in-service credit equivalency subject to approval of Superintendent of Schools) within a three-year period. The Board will pay each administrator up to \$1,500.00 to cover the above required courses or in-service during the said three year period. If the administrator's group agrees, individual allotments may be shifted to satisfy a particular administrator's need during the three-year period. The total allocation shall not exceed \$12,000 for the three-year period.

3. Responsibilities

Administrators hereby agree to devote their time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the administrators by agreement with the Board may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

ARTICLE VI

Vacancies

Written notification of vacancies in administrative positions within the District shall be sent to all administrators to arrive no later than ten (10) days before the final date when application therefore must be submitted. All candidates will receive written notification of the appointment decision.

ARTICLE VII

Benefits

1. Health Insurance

- a. The School District shall pay 95% of the health insurance premium or its equivalent for individual and family coverage for a split-funded health benefit plan. The split-funded health benefit plan shall consist of Blue Cross Matrix I hospital and be self-funded for surgical and major medical coverage by the school district and shall mirror Blue Cross Matrix I in all respects. A prescription drug plan shall be part of the basic coverage. The prescription co-pay will be three dollars.

The school district shall pay 95% of the individual, two person, family premium cost for all HMO plans.

- b. Administrators who officially retire under the rules of the New York State Teachers Retirement System with at least ten (10) years of continuous

credited service in the Schalmont School District at the time of retirement shall be eligible to continue health and optical benefits into retirement for as long as the status of retirement exists. (A leave of absence is not considered an interruption.) The district will pay the same percentage of the premium cost as it did on the date of retirement of the employee. After the death of the retiree, the surviving spouse will continue to be covered under the health plan until the spouse's death. The total cost of this continued coverage will be paid for by the surviving spouse.

- c. Any new employee must be at least 0.5 FTE to be eligible for health, dental, life insurance and optical benefits.

2. **Insurance Buyout**

Any unit member who elects not to take the health insurance coverage will receive a \$500 incentive for individual coverage and \$1500 incentive for family coverage, payable no later than the last pay date in June of the school year in which the election took place. This election shall be by written notice to the Superintendent or his/her designee during the open enrollment period of each school year. Any member who elects the buyout of the insurance will supply proof of alternate coverage.

Reentry into the health plan shall be permitted under the following conditions:

- (a) The amount paid by the district as incentive on a pro-rated basis shall be paid back prior to re-entry.
- (b) Any re-entry of participation in said plan shall be subject to administrative regulations limited to the open enrollment period of each school year.) Once this option is exercised, unless a trigger event occurs, the individual will be ineligible for insurance for the duration of that school year.
- (c) The parties agree that a trigger event shall be defined as the loss of alternate health insurance coverage.
- (d) On an annual basis, an employee is covered under the health insurance program unless the employee opts out during the open enrollment period.

3. **Optical Insurance**

The School District shall pay 95% of the basic optical plan premium equivalent for individual coverage or 95% of the basic optical plan premium equivalent for family coverage. The optical plan shall provide full coverage for reasonable and customary costs for standard vision examination including glaucoma testing once each year for adults and children. It will also provide one pair prescription lenses and one complete pair of frames every two years paid in full based on reasonable and customary charges or one pair prescription contact lenses every two years up to a maximum benefit for all claims.

4. **Dental Insurance**

The School District will provide Blue Shield dental coverage, paying 100% of the Blue Shield premium or its equivalent for each individual teacher and 80% of the premium or its equivalent for family coverage. The dental plan shall include the basic coverage plus riders A, B, and C, and shall include an 80-20 co-pay provision. The orthodontia rider will pay 50% of the cost of such service up to a maximum of \$2250 per phase for new claims.

5. **Flexible Benefits Plan**

The District shall, at its cost, create and maintain the IRC 125 Plan for the purposes of health, optical, dental insurance and term life insurance premiums paid by the employees, and for all other allowable expenses designated by the employee. Participation in the 125 Plan shall be at the option of the employee.

6. **Disability Insurance**

The School Board will provide each administrator the premium cost of the basic disability insurance policy now in force.

7. **Retirement Incentive/Benefit Plan**

Administrators who are eligible without reduction in benefits to retire under the rules governing the New York State Teachers Retirement System shall receive \$100 for each unused sick day.

8. **Life Insurance**

All Administrators will be covered by a \$150,000.00 Group Term Life Insurance policy paid for by the District. Administrators who officially retire, with at least one year notice, under the rules of the New York State Teacher's Retirement system and with, at least ten (10) years of service in Schalmont Central School District at the time of retirement shall be eligible for the following:

As soon as practical after the above notice the \$150,000.00 Term Life policy will be terminated and the administrator will be simultaneously offered a \$150,000.00 Split Dollar Life Insurance policy. The premium for said policy will be paid for by the District, the Administrator reimbursing the District for twenty-five percent (25%) of the cost of the premium. Payment by the Administrator will be made within ten (10) days of District request for payment.

In the event an administrator proves to be uninsurable for the split dollar policy, then the \$150,000.00 term insurance would be continued until the Administrator's 65th birthday.

9. **Sick Leave**

- a. Leave with pay will be granted for teachers for personal illness or serious illness in the family up to a maximum of eighteen (18) days per year. Sick leave shall be cumulative without limit.

- b. Four (4) days non-cumulative leave will be granted per year to be used only in the event of a death in the immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household or any person with whom the teacher has made his/her home.

10. **Personal Business Leave**

Four days annual leave with pay will be granted for administrators for personal business. Such personal leave is intended for personal business, which cannot be transacted outside normal school hours. It shall not be used for social affairs, athletic events, recreational trips, and part time employment or to extend a vacation or holiday.

A maximum of three unused personal business leave days shall be added to the Administrators accumulated sick leave.

11. **Unpaid Leaves of Absence**

12.

An unpaid leave of absence for one full school year may be granted by the Board of Education if the Superintendent of Schools recommends the leave. This includes child rearing unpaid leaves of absence following the birth of a baby. There will be a maximum of one full year granted for all unpaid leaves of absence including child rearing immediately following the birth of a baby. Application for all leaves of absence must be submitted to the Superintendent of Schools by April 1 of the school year prior to the year the leaves will take effect except in cases involving the birth of a baby. Unpaid leave of absences immediately following the birth of a baby will be for a maximum of one (1) year from the end of the semester in which the leave commences.

12. **Tax Sheltered Annuity**

Each year, beginning in the 2003-04 school year, the District shall contribute one percent of the annual salary of each employee to a tax-sheltered annuity designated by the employee.

ARTICLE VIII

Accidents

- 1. Whenever an administrator is absent from school due to personal injury caused by an accident occurring while performing within the context of his/her professional responsibilities, there shall be no loss of sick leave during the first seven (7) days of such absence.

2. Whenever an administrator is absent and unable to perform his/her duties due to personal injury caused by an assault occurring while performing within the context of his/her professional responsibilities he/she will be paid his/her full salary and credited service during his/her absence from employment up to a period of one (1) year (less the amount of any workers compensation injury) and no part of such absence will be charged to his/her annual or accumulated sick leave.

Personal Injury Benefits

1. The District shall reimburse an administrator for costs of replacing or repairing dentures, eye glasses, hearing aids or similar bodily appurtenances not covered by workers compensation or other insurance, which are damaged or destroyed while in the discharge of the administrator's duties within the scope of his/her employment as a result of an assault by a second person.
2. The District will reimburse an administrator for the value of any clothing or other personal property damage or destruction as a result of an assault suffered while the administrator was acting in the discharge of his/her duties within the scope of his/her employment.
3. The maximum reimbursement for each claim will be \$500. All claims are subject to the superintendent's approval and the decision is non-grievable.

Personnel Files

1. No material shall be placed in any official file unless the administrator has read the material. The administrator shall acknowledge that he/she has read the material by signing the official file copy, understanding that his/her signature merely signifies he/she has read the material to be included and does not necessarily indicate agreement with its content.
2. The administrator shall have the right to answer any material in his/her file and his answer shall be attached to the file copy of the material being answered.

ARTICLE IX

Recruitment and Selection of Personnel

1. Where possible, administrators will interview those candidates who are applicants for positions in the school or department they administer. It is expected but not mandatory that the only candidates recommended to the Board for employment by the Superintendent of Schools will be those recommended by the building administrator.

2. Where possible, administrators will have the opportunity to visit teacher preparation institutions and schools where prospective candidates are employed, at full District expense, within the limitations of budgetary appropriation.
3. Administrators will be consulted by the Superintendent of schools prior to the appointment of a prospective member of the administrative staff.

ARTICLE X

Elimination of Administrative Positions

Any Administrator covered by this agreement who will be adversely affected by an elimination of an administrative position within the school district shall be given six (6) months notice of such adverse affect.

ARTICLE XI

The School Calendar and School Year

A representative of the Administrative Association designated by the Association will be consulted in an advisory capacity in matters pertaining to the school calendar.

ARTICLE XII

Grievance Procedures

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of administrators through procedures under which they may present grievances free from coercion, interference, restraint and discrimination or reprisal, and by which the Board of Education and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in Courts.

Stage 1: Supervisor

- a) An administrator having a grievance will discuss it with his/her supervisor either directly or through the Association representative, with the objective of resolving the matter informally. The supervisor will confer with all the parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by on behalf of any such part in interest with whom consultation has been had without the aggrieved party and/or party alleged to be responsible be present

in person, such parties shall appear. In any case, a grievance must be filed within forty-five (45) days after the occurrence.

- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after the written grievance is presented to him/her, the supervisor shall, without further consultation with the aggrieved party or any other party in interest, render a decision thereon, in writing and present it to the administrator.

Stage 2: Superintendent of Schools

- a) If the administrator initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of this decision at stage 1 may be filed with the Superintendent of Schools within ten (10) school days after the administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b) Within ten (10) school days after receipt of the appeal, the Superintendent or his/her duly authorized representative shall hold a hearing with the administrator, his/her representative and all other parties in interest.
- c) The Superintendent shall render a decision in writing to the administrator, his/her representative and the Association within fifteen (15) school days after the conclusion of the hearing.

Stage 3: Board of Education

- a) If the administrator and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the superintendent shall be available for the use of the Board of Education.
- b) Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c) Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

Stage 4: Arbitration

- a) After such hearing, if the administrator and/or Association are not satisfied with the decision at Stage 3, it may submit the grievance to arbitration to the extent

permitted by Law, upon written notice to the Board of Education within fifteen (15) school days after the decision at Stage 3.

- b) After such written notice of submission to arbitration the Board and the Association will agree upon a mutually acceptable arbitrator.
- c) The decision of the arbitrator will be accepted in good faith and acted upon by both parties to the dispute.
- d) The costs of the services of the arbitrator or arbitrators, including expenses, if any, will be equally shared by the Board of Education and the Schalmont Administrators Association.

Article XIII

Salary Schedules, 2002-2005

Salary Schedule-Middle School Principal/Director				Salary Schedule-High School Principal				Salary Schedule-Assistant Principal, Middle School			
STEP	2002-03	2003-04	2004-05	STEP	2002-03	2003-04	2004-05	STEP	2002-03	2003-04	2004-05
1	67,000	68,000	70,000	1	71,000	72,000	74,000	1	56,758	57,892	59,100
2	70,800	72,057	73505	2	74,614	76,470	78,426	2	57,710	58,844	60,052
3	71,804	73,096	74580	3	75,614	77,470	79,426	3	58,662	59,796	61,004
4	72,704	74,135	75655	4	76,614	78,470	80,426	4	59,614	60,748	61,956
5	73,636	75,174	76730	5	77,614	79,470	81,426	5	60,566	61,700	62,908
6	74,640	76,213	77805	6	78,614	80,470	82,426	6	61,518	62,652	63,860
7	75,644	77,243	78,880	7	79,614	81,470	83,426	7	62,470	63,604	64,812
8	76,648	78,282	79950	8	80,614	82,470	84,426	8	63,422	64,556	65,764
9	77,652	79,321	81025	9	81,614	83,470	85,426	9	64,374	65,508	66,716
10	78,656	80,360	82100	10	82,614	84,470	86,426	10	65,326	66,460	67,668
11	79,660	81,399	83175	11	83,614	85,470	87,426	11	66,278	67,412	68,620
12	80,664	82,438	84250	12	84,614	86,470	88,426	12	67,230	68,364	69,572
13	81,668	83,477	85325	13	85,614	87,470	89,426	13	68,182	69,316	70,524
14	82,672	84,516	86400	14	86,614	88,470	90,426	14	69,134	70,268	71,476
15	83,666	85,555	87475	15	87,614	89,470	91,426	15	70,086	71,220	72,428
16	84,670	86,594	88550	16	88,614	90,470	92,426	16	71,038	72,172	73,380
17	85,674	87,633	89,625	17	89,614	91,470	93,426	17	71,990	73,124	74,332
18	86,678	88,672	90,700	18	90,614	92,470	94,426	18	72,942	74,076	75,284
19	87,682	89,711	91,863	19	91,614	93,470	95,426	19	73,894	75,028	76,236
20	88,686	90,750	92,938	20	92,614	94,470	96,426	20	74,846	75,980	77,188
Salary Schedule-Elementary School Principal				Salary Schedule-Assistant Principal, High school							
STEP	2002-03	2003-04	2004-05	STEP	2002-03	2003-04	2004-05				
1	65,000	66,000	67,000	1	57,500	58,000	59,000				
2	65,803	69,306	70,663	2	61,614	62,903	64,136				
3	66,984	70,342	71,735	3	62,566	63,770	65,138				
4	68,165	71,378	72,807	4	63,518	64,722	66,002				
5	69,346	72,414	73,879	5	64,470	65,674	66,954				
6	70,527	73,450	74,951	6	65,422	66,626	67,906				
7	71,708	74,486	76,023	7	66,374	67,578	68,858				
8	72,889	75,522	77,095	8	67,326	68,530	69,810				
9	74,070	76,558	78,167	9	68,278	69,482	70,762				
10	75,251	77,594	79,239	10	69,230	70,434	71,714				
11	76,432	78,630	80,311	11	70,182	71,386	72,666				
12	77,613	79,666	81,383	12	71,134	72,338	73,618				
13	78,794	80,702	82,455	13	72,086	73,290	74,570				
14	79,893	81,738	83,527	14	73,038	74,242	75,522				
15	78,794	82,689	84,599	15	73,990	75,194	76,474				
16	79,975	83,725	85,583	16	74,942	76,146	77,426				
17	81,156	84,761	86,655	17	75,894	77,098	78,378				
18	82,337	85,797	87,727	18	76,846	78,050	79,330				
19	83,518	86,833	88,799	19	77,798	79,002	80,282				
20	84,880	87,851	90,926	20	78,750	79,954	81,234				
Longevity-\$2,100 after 25 years of district service.											

ARTICLE XIV

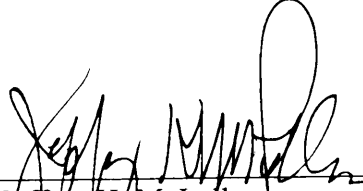
Duration

The provisions of this Agreement shall be effective from July 1, 2002 through June 30, 2005 and shall remain in full force and effect until renegotiated by both parties.

IN WITNESS WHEREOF, the parties hereto, the Superintendent of Schools and the President of the Schalmont School Administrators Association have hereunto affixed their names this 3rd day of September, 2002.

BOARD OF EDUCATION of the Schalmont Central School District

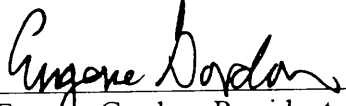
By:



Jeffery H. McLellan
Superintendent of Schools

SCHALMONT SCHOOL ADMINISTRATORS ASSOCIATION

By:



Eugene Gordon, President
Schalmont Administrators Association

Ratified by the Schalmont Central School Administrators Association: July 2, 2002
Ratified by the Board of Education: August 26, 2002