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Contract Database Metadata Elements

Title: **Lansingburgh Central School District and Lansingburgh Administrators Association (2004) (MOA)**

Employer Name: **Lansingburgh Central School District**

Union: **Lansingburgh Administrators Association (2011)**

Local:

Effective Date: **07/01/2004**

Expiration Date: **06/30/2007**

PERB ID Number: **8277**

Unit Size:

Number of Pages: **34**

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AD/8277

LANSINGBURGH CENTRAL SCHOOL DISTRICT
576 FIFTH AVENUE
TROY, NEW YORK 12182

AGREEMENT

BY

AND

BETWEEN

THE

CHIEF EXECUTIVE OFFICER

OF THE

LANSINGBURGH CENTRAL SCHOOL DISTRICT

AND THE

LANSINGBURGH ADMINISTRATORS ASSOCIATION

July 1, 2004 - June 30, 2007

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ARTICLE I - Recognition

The School Board of Education of the Lansingburgh Central School District at Troy recognizes the Lansingburgh Administrators Association as the exclusive negotiations agent and representative for the following administrators: High school, middle school, and elementary principals or house principals; high school and middle school assistant principals and directors as named.

If a new position is created during the term of this agreement, the inclusion of said position in this negotiating unit shall be determined by the mutual agreement of the parties.

ARTICLE II - Negotiations

During the negotiations the District and Association will present data, exchange points of view and make proposals. Both parties agree to make available to each other, in accordance with reasonable requests, information concerning financial resources of the District, tentative budgetary requirements and allocations and such information as will assist in developing proposals under the terms of this agreement.

Contract negotiations may be reopened by mutual consent.

ARTICLE III - Administrator Responsibility

Management

The Board of Education realizes that in order to discharge the responsibilities incumbent upon him/her, the principal/administrator must have commensurate primary authority in his building or department. To this end it is expected that the actions of each principal will conform to established and stated policies of the Board.

In situations not covered by policy or directive of the Superintendent, the principal/administrator is empowered to act according to the dictates of his/her professional judgment. This would include, but not be limited to evacuating the building, if in his/her opinion, the health or safety of students or staff was in danger. A determination to close the building temporarily will be made in consultation with the Superintendent, if available.

- A. A principal/administrator, under the direction of the Superintendent, shall have the right to manage his/her individual school or department, including but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the assigned school personnel, and to conduct the operation of the school in a safe effective manner, in accordance with the established policies of the School District, the Regulations of the Commissioner of Education, all applicable statutes (State and Federal), and the contractual rights and obligations.
- B. The principal/administrator shall have the responsibility and authority to recommend to the Superintendent the assignment of certified personnel within his/her building or department in a manner consistent with the best organization of the building or department and in accordance with established law, regulations of the Commissioner of Education and with the established policies of the District.
- C. The principal/administrator shall be consulted before the assignment of all personnel, teaching and non-teaching, to his/her building or department whenever possible.

- D. Information regarding complaints concerning staff members or pupils of a specific school which are made directly to the Board of Education or any member thereof, or the Superintendent, will be provided the building principal and other appropriate administrators. No complaint shall be resolved without consultation and involvement of the building administrator or director or supervisor appropriate to the complaint.
- E. Because of the unusual nature of the building principal assignment and because of additional responsibilities agreed upon in this contract and other responsibilities necessary to manage a school building, when it is necessary for the principal to be out of the building that principal shall arrange for emergency coverage of his/her building in his/her absence.
- F. Each administrator shall work two (2) days, to be scheduled at his/her discretion, from the period of 1 September through 30 June. These days shall be in addition to those days school is in session with students or teachers.
- G. Each administrator shall work two (2) days immediately after the close of the school year, and two (2) days immediately prior to the opening of the school year. These days are not to be considered as part of (H) below.
- H. All administrators, will work twenty (20) summer days at 1/200th of base salary for each day worked.
- The schedule of summer days will be mutually developed, with final approval by the Superintendent.

ARTICLE IV - School District Responsibilities

Section I - Teacher Evaluation

The responsibility for the evaluation of teachers is shared by the total administrative team. Since the primary responsibility for evaluations rests with the principal of the school or, in the case of special teachers, with their supervisors, or director, all will share with the principal, supervisor, or director information regarding each teacher's performance.

Administrators shall be free to make informal visits to classrooms at any time they deem necessary to supervise the improvement of instruction, implementation of program, study of student behavior, and study of safety standards. Normally, no written or oral reason or report shall be required to be provided to the teacher except when the purpose is for formal teacher evaluation as required by district evaluation procedures.

Principals may delegate the process of evaluating a teacher to an assistant principal.

An administrator may ask for the assistance of another administrator in the evaluation of any probationary teacher.

The administrators in charge of an administrative unit or department shall be responsible for recommending to the Superintendent those probationary teachers who, in their opinion, should be retained or dismissed. The final power to make such decisions with reference to the recommendations to the Board of Education rests with the Superintendent.

Recognizing that the evaluation of teachers is a prime responsibility of administrators and the administration, any contemplated change in the teacher evaluation process shall occur only after consideration of the recommendation of the Lansingburgh Administrators Association.

Section II - Teacher Assignment

Administrators shall assign teachers to teaching grades or courses within the teacher's area of tenure and/or certification according to the best interests of the education program of a school building or department for which he/she is responsible, subject to the approval of the Superintendent, and within the time limits set in the contract of other groups.

The principals, in case of emergency may assign a teacher to a duty outside the daily routine of the teacher's job performance.

Section III - Curriculum Implementation

Administrators shall be represented on all curriculum committees.

Section IV - School District Organization

No change shall occur which would reduce, alter, combine or eliminate present administrative positions without the prior consultation with, and opportunity for reaction within twenty (20) school days by the Lansingburgh Administrators Association. Such proposed changes shall be put in writing to the Lansingburgh Administrators Association.

The administrator assigned to a building, and appropriate directors or supervisors shall be involved in the planning and construction of any new construction, building addition or alteration to a building and its program.

Section V - Curriculum Committee Assignments

Effort will be made to assign administrators to curriculum committees according to their interests and with the consent of the administrator.

Section VI - Recruiting

Where possible, administrators will interview those candidates who are applicants for positions in the school or department they administer. Normally, it is expected that the only candidates recommended to the Board of Education for employment by the Superintendent of Schools will be those recommended by the administrator.

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 the budgetary appropriation therefor.

The administrator, whenever possible, shall have a candidate's documents in his possession before the candidate is interviewed.

Section VII - Board-Staff Negotiations

The Lansingburgh Administrators Association will be afforded the opportunity to make known its position to the Board Negotiating Team regarding portions of other employee group contracts, the terms of which tend to affect the working conditions of the Lansingburgh Administrators Association, and prior to ratification by the Board of Education.

Any administrator participating in any manner in negotiating sessions, other than Lansingburgh Administrator Association - Board negotiating sessions, will not be placed in a position of "Confidentiality" and a letter so stating shall be submitted to the Lansingburgh Administrators Association.

Section VIII - Scheduling

Principals will consult with staff members as to the scheduling and placement of individual students in the educational program. Final decisions, in scheduling and placement of individual students will be recommended by the principals and/or assistant principals and subject to review by Superintendent and Board of Education.

Section IX - Extra Duties

Principals shall not be required to perform duties that take time from the essential duties connected with their positions (i.e. - riding buses to supervise children scheduled for music rehearsals, etc.).

Section X - Protection

The District will provide reimbursement for repair or value, whichever is less, up to a maximum of \$300 per person per incident, for clothing or personal effects damaged or destroyed or stolen during the course of an incident related to employment, provided the loss is not caused by the negligence of the claimant.

Section XI - Vehicle Protection

In each school year a fund of two thousand (\$2,000) shall be established to cover damage to automobiles and/or other vehicles of administrators while on school property or while parking on the public streets, when an administrator is conducting business in any of the Districts Schools. Such damage must be reported to the police. Central Office parking areas are on the public streets.

Section XII - School District Responsibilities

Whenever duly authorized by an administrator, in writing, payroll deductions will be made in accordance with the authorization for any or all of the following purposes:

- a. U.S. Savings Bonds
- b. Dues to any professional organization
- c. Tax Sheltered Annuities (approved by the District)
- d. Credit Union Savings
- e. Repayment of Retirement system loans.

Section XIII - Personnel File Policy

The official record of administrator performance (personnel file) shall be maintained with each administrator's personnel record folder at the Central Office of the District. The personnel file shall include documentation deemed appropriate by either the administrator or supervisor. A copy of each document in the personnel file shall be provided the administrator at the time it is inserted in the file. The contents of the official performance record file may be reviewed at any time during normal working hours by the administrator on reasonable notice to the Superintendent. The administrator may file a response of reasonable length to any document in the record of administrator performance but the failure to respond shall not indicate agreement with its contents and no adverse inference shall be drawn therefrom.

ARTICLE V - Sick LeaveSection I

Sick leave is the absence of an administrator due to illness or injury. It may also be the absence of an administrator due to the illness or injury of a person in the immediate family of said administrator. For the purposes of this agreement, immediate family is defined as: spouse, children, parents, or parents-in-law, siblings, siblings-in-law, grandchildren, or persons residing in the immediate household of the administrator or person who served in fact as parent to either the administrator or administrator's spouse. Leave for illness or injury in the immediate family shall be limited to five (5) days for any one such illness except that in the event of unusual circumstances the administrator may be granted the use of additional days upon application to the Superintendent.

Section II

Administrators shall be entitled to fifteen (15) days of sick leave as of the first day of each school year, whether or not the administrator reports for duty on that day. New administrators must report on the first day. An administrator employed on an eleven or twelve month basis shall be allowed seventeen (17) and nineteen (19) days of sick leave annually, respectively. Elementary principals and administrators who work during the summer will receive one (1) day of sick leave for each ten (10) days or less worked during that period with a maximum of two (2) days per month.

Days of sick leave shall be cumulative up to a maximum of the following:

10 month administrators - 260 days

When a school is closed because of an emergency, salary or sick leave deductions will not apply to administrators assigned to that school.

An administrator who has exhausted the regular sick leave shall be allowed additional absence from duty in any school year to the amount of 35 days, plus two days for each year of service credited for salary purposes or for each year of service in this school district, whichever is greater. Unused supplementary sick leave is not cumulative. Each day of absence under supplementary sick leave shall be with salary deduction at the rate of the annual salary divided by 400 for ten month employees, the annual salary divided by 440 for eleven month employees, or the annual salary divided by 520 for twelve month employees. Absence from duty beyond the supplementary sick leave allowance shall be with loss of full salary at the rate of 1/200th of the annual salary. Supplementary sick leave may be denied in specific instances at the discretion of the Board retroactive to the day following the previous regular Board meeting.

A pool of sick leave shall be established to supplement or extend the present practice of granting thirty-five (35) one-half (1/2) days of supplemental sick leave. This pool shall be filled by voluntary contributions from members of the administrative staff of any portion of their own sick leave. Contributions to the pool may be made at any time during the school year on a form approved by the Superintendent and the Administrators Association. Use of sick leave pool is contingent on availability of donated days. Applications to borrow from the sick leave pool will be made to the Superintendent. The Superintendent and the President of the Administrators Association will serve as trustees of the sick leave bank, and all decisions relating to applications for borrowing

will be made by them. Such decisions shall not be subject to the grievance procedure although a rejected applicant may ask for, and will receive, a review of the decision.

When an administrator donates sick days to the sick day pool, they shall be the least valuable to the donor; i.e. earliest days accumulated are donated first.

Section III

Whenever an administrator is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or assault occurring in the course of his/her employment and receives workman's compensation payment for such absence, he/she will be paid his/her full salary during his/her absence from employment up to a period of one (1) year (less the amount of any workman's compensation award made for temporary disability due to said disability) and no part of such absence shall be charged to his/her annual sick leave or accumulated sick leave.

Section IV

Accompanying the first pay check of the school year shall be a statement of the accumulated sick leave for each administrator. Said statement to include the sick leave credited for the current year and current salary.

ARTICLE VI - Leave of Absence

Section I

In addition to personal and family illness or injury, six (6) days of sick leave may be utilized for personal business each year to allow staff

members to transact business which cannot reasonably be transacted outside of regular school hours. Personal business days do not include vacation and/or employment out of the School District. In order to take a personal business day, the administrator need only state that the leave is for personal business. Forty eight (48) hours in advance, except in emergencies, assistant principals will notify their building principal while all other administrators will notify the Superintendent. Such personal leave to be taken preceding or following a vacation period requires the approval of the Superintendent and must not jeopardize the educational program of the school.

Section II

Up to six (6) days in the aggregate will be granted without loss of pay for the attendance of the official representative(s) of the Association at Association conferences.

Section III

Time necessary for appearance in any legal proceeding connected with the administrator's employment or with the school system, or the performance of jury duty, or if he/she has been subpoenaed in a legal matter which he/she is not legally personally involved will be granted. An administrator taking such leave shall reimburse the district for any fees he/she receives as a juror or witness.

Section IV

Five (5) days at any one time in the event of death of a member of the immediate family will be granted. For purposes of this section, "immediate family" shall be defined as the administrator's spouse, child, parent, person who served in fact as the

parent or guardian of the administrator or his spouse, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, person residing in the administrator's household, or person in the administrator's custodial care. Days taken in excess of five in any year will be charged against sick leave or accumulated sick leave.

Section V

Three (3) days leave of absence with pay will be granted annually to any administrator who wishes to observe traditional and customary religious holidays where absence or absentionation from work is required by the official rules or laws of that person's religion. These days of absence must be those recognized by the Commissioner of Education as "Days of Religious Observance" and an administrator involved must be willing to have the Board verify his/her being a practicing member of such religion.

ARTICLE VII - Extended Leaves of Absence

Section I

Military leave will be granted any administrator as provided by military law. Upon returning from such leave, an administrator will be placed at the salary level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

Section II

A leave of absence without pay or salary increase credit up to one (1) year may be granted for personal reasons by the Board of Education upon the recommendation of the Superintendent.

Section III

Any administrator whose personal illness extends beyond the period of accumulated sick leave and supplementary sick leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years, without pay or salary increase credits or benefit credit.

Section IV

All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her on his/her return, and he/she will be assigned the same position he/she held at the time his/her leave commenced, if available, if not, to a substantially equivalent position. An administrator who returns from such leave will return at the same level of salary as received when the leave commenced, except that an administrator having served at least five (5) months in the school year in which the leave commenced shall be entitled to any intervening increases.

Section V

All requests for leave and extensions of renewal of leaves must be applied for and granted in writing.

Section VI

An administrator on a leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least five (5) months prior to the expiration of such leave. Failure to notify the Superintendent shall be assumed to constitute a resignation.

ARTICLE VIII - Sabbatical LeavesSection I

Sabbatical leaves may be granted to administrators who served at least seven (7) consecutive years as an employee of the district for study or other purposes of value to the school district. An administrator granted a sabbatical leave shall return immediately following the sabbatical to the school system for at least one (1) full year.

Section II

Application for sabbatical leave must be submitted to the Superintendent in writing no later than January 15th of the school year preceding the school year for which the sabbatical is requested. Administrators will be informed of the action taken on their request no later than March 1st of the school year the request is made. In the case where there is a principal and an assistant principal in the same building, only one principal may be granted a sabbatical leave or overlapping leave at one time. Not more than two (2) persons within the district may be absent on sabbatical leave at any one time.

Section III

Sabbatical leaves of one (1) year shall be at one-half the salary the administrator would have received during the period of such leave and for one-half (1/2) of a year, full salary. Administrators will be given credit towards salary increases while on sabbatical leaves. A person granted sabbatical leave may not receive income from other sources including the school district which would exceed 1.25 times the salary he would have been entitled to during the period of sabbatical leave.

Section IV

Any monies paid to anyone granted a sabbatical shall be returned if said person does not return to the school system for the specified time of employment. Anyone returning but not remaining for the specified time of employment shall return monies paid them at a prorated schedule. Any monies due the School District will be paid in full by the last day of employment.

ARTICLE IX - Non-Tenured Employment

Section IA

Probationary administrators who are to be dismissed for reasons other than a reduction in force shall be notified by the Superintendent on or before April 1. Such notice shall state the reason for such dismissal.

Section IB

When a position is abolished, the L.A.A. member(s) affected will be notified by March 1, assuming the position ceases to exist on the following September 1. Outside this framework, a 6 month notification will be required. In the event that this notification is not given within the prescribed guidelines, the member will receive 1/2 year's salary.

Section II

Nothing contained in this Article shall be deemed to restrict the right of the Board of Education to terminate the employment of any tenured administrator or any administrator employee pursuant to individual employment except for cause in accordance with legal requirements.

ARTICLE X - Compensation

Section I

- A. Effective July 1, 2004, all administrators in the negotiating unit will receive an increase in base compensation of 3.75%.
- B. Effective July 1, 2005, all administrators in the negotiating unit will receive an increase in base compensation of 3.75%.
- C. Effective July 1, 2006, all administrators in the negotiating unit will receive an increase in base compensation of 3.75%.

Section II - Longevity

A longevity payment will be made to the administrator who has achieved the following credited years of teaching/administrative service in the field of education:

15-19 years	<u>\$550.00</u>
20-24 years	<u>700.00</u>
25-29 years	<u>850.00</u>
30- years	<u>1,000.00</u>

Longevity - Sample Calculation

An administrator with 14 years of credited service (start of 15th year of service) would receive the first longevity payment of \$550.00 which is added to and becomes part of the base salary. No additional payments will be added to the base salary until the administrator completes 19 years of credited service (start of 20th year of service) at which time \$700.00 will be added to the base salary. To finalize the longevity schedule, the administrator would not be entitled to any further longevity payments until the start of the 25th year of service and finally the 30th year of service at which time \$850.00 and \$1,000.00, respectively, would be added to the base salary.

Section III

Administrators will be able to select either Option 1 or Option 2 below, subject to the conditions of each.

Option 1

The District will provide an additional \$10,000 salary payment in the final year of employment for all persons who:

- A. Have served in the District at least ten years.
- B. Will be no less than 55 years of age and not more than 62 at the time of retirement.
- C. Give the District (and have accepted) notice of retirement no less than 17 months in advance of the retirement date.

Option 2

Administrators will be entitled to the retirement incentive payable on July 1 following date of retirement, in the amount equal to 50% of accumulated sick leave and accumulated unused personal leave times \$125 per day, providing the following conditions are met:

- A. Administrators must be no less than 55 years of age and not more than 62 and must have completed 10 years of service in the Lansingburgh Central School District on or before June 30th of the year at the end of which his or her retirement is to become effective.
- B. Administrators must give the District (and have accepted) notice of retirement no less than 17 months in advance of the retirement date.
- C. Administrators shall provide the District with a notarized statement saying that

upon retirement they no longer wish to participate in the group insurance programs.

NOTE: Acceptance of the above incentive(s) will not preclude an Administrator from participating in any New York State incentive should one be offered. The unit member will have the option of selecting the most beneficial incentive.

ARTICLE XI - Insurance

Section I - Health Insurance

The District will provide Blue Shield's Point of Service-Health Plus Option.

All administrators in the negotiating unit will pay 10% of the premium for the option (individual, 2-person or family) they select under the District's health insurance, dental insurance and prescription drug benefits programs. The remainder of the premium will be paid by the District. Any unit member hired after July 1, 2004 will pay 15% of the premium.

Section II - Dental Insurance

The employer shall provide for a Blue Shield Dental Plan or equal coverage (full coverage plus riders A, B, C and D). (Figures indicate full or 100% coverage.)

Section III - Life Insurance

The District shall provide a \$10,000.00 face value term life insurance policy for each covered employee. The District shall pay the entire premium for this policy. Each employee participating will select his/her own beneficiaries.

Section IV - Prescription Insurance

The District shall provide for a National Prescription Administrators, Inc. Insurance Plan or equal coverage.

Section V - Vision Insurance

Effective July 1, 2004 and until June 30, 2007, the employer shall provide a vision care plan which shall provide both individual and family coverage. The specific vision care plan shall be the same Plan provided as specified in the Lansingburgh Teachers' Association Contract. The District's contribution to the Plan will be the same dollar amount per unit member as established in the L.T.A. Contract. It is understood that premiums beyond that dollar amount will be assumed by participating employees for individual or family coverage.

Section VI - Health Insurance Buyout

Effective July 1, 2001, an administrator who is enrolled in the District's health insurance plan on June 1, 2001, or who first enters District service after that date and who has alternate health insurance coverage from an employer other than the District shall have the option of withdrawing from or declining participation in such plan and shall execute any and all documents necessary to effectuate such withdrawal or declination. In the event of such withdrawal or declination the District shall pay to such employee on or about September 1 or within 30 days if such withdrawal or

declination occurs during the school year the following sums based on the benefits the administrator received as of such June 1 or the date of first entry into District service:

Individual Coverage	50% of the District's contribution towards the cost of such coverage;
Two-person Coverage	50% of the District's contribution towards the cost of such coverage;
Family Coverage	50% of the District's contribution towards the cost of such coverage.

In the event of a withdrawal other than at the beginning of a school year, the payment shall be pro-rated. In the event an administrator who has received the benefit provided by this section leaves District service prior to the end of the school year, he or she shall refund to the District the pro-rata portion of the benefit for the balance of the school year.

In the case of such withdrawal or declination the District shall no longer be required to contribute towards the cost of such insurance for the balance of the school year. An administrator, having withdrawn or declined coverage, may rejoin the plan if he or she loses such alternate health insurance coverage (a) in accordance with the rules and regulations of the District's health insurance carrier, and (b) after having repaid to the District the pro-rated portion of sums received attributable to the balance of the school year.

An administrator who elects to receive the benefit provided by this section shall continue to be eligible to receive the benefit provided by Section I of Article XII of this Agreement provided he or she is enrolled in the District's health insurance plan on the day prior to retirement.

ARTICLE XII - Retirement

Section I - Insurance

Payment of Health Insurance, Dental Plan and Prescription Plan Premium Costs

- A. Retiring administrators will have 100% of the health insurance, dental insurance, and prescription plan premium costs for both individual and dependents paid for the period of time that the value of their accumulated sick leave at the time of retirement provides.
- B. Accumulated sick leave value will be determined as follows:
1. Number of days accumulated times the daily rate of salary at the time of accumulation.
 2. When used for sick leave purposes during the period of employment, the days of least value will be first to be used.
- C. Upon Exhaustion of the dollar value of accumulated sick leave, the District will continue to pay 50% of the cost of individual coverage and 35% of the additional cost of family coverage for the balance of the administrator's life.
- D. In the event that an administrator or retired administrator pre-deceases his/her dependent spouse, 100% health insurance, dental insurance and prescription plan premium costs will be provided said spouse until the exhaustion of the dollar value of the accumulation remaining and 50% of individual coverage thereafter for the balance of the spouse's life.

Section II - Unused Sick Leave

Employees will be entitled to, on July 1 following the date of retirement, payment in the amount equal to 50% of accumulated sick leave at the rate of \$100 per day. Employees will be no less than 55 years of age and not more than 60 years of age at the time of retirement and must have completed 10 years of service in the Lansingburgh Central School District on or before June 30th of the year at the end of which his or her retirement is to become effective.

NOTE: The use of the benefit in Section II causes Section I to have no dollar value to pay premiums for insurances.

A letter indicating a retiring administrator's health insurance benefits will be issued by the School Business Manager at the time of retirement.

ARTICLE XIII - Professional Development Fund

A professional development fund, in the amount of \$5,000, shall be established during each of the 2004-05, 2005-06, and 2006-07 school years. The Superintendent, each year, prior to September 1, shall establish a list of professional development areas which represent the District's priorities for the coming school year. Administrators may then submit applications for professional development activities within the Superintendent's areas of priority. The Superintendent may, in addition, require administrators to participate in specific professional development activities. The Superintendent's establishment of priorities, the grant or denial of

applications to the fund or his direction that specific professional development activities be undertaken shall be final and shall not be subject to review in the grievance procedure established by Article XIV of this Agreement.

ARTICLE XIV - Grievance Procedure

14.1 Basic Principles

A. The District and the Association declare their joint intent to encourage the prompt resolution of grievances of administrators through recourse to the formal procedure established by this Article. Nothing herein shall be construed, however, to prevent any administrator or the District from discussing a problem informally.

B. Any administrator shall have the right to present a grievance in accordance with the procedure established by this Article free from coercion, interference, restraint, discrimination, or reprisal.

C. An administrator shall have the right to be represented at all stages of the grievance procedure by a member of the Association or an attorney or representative of his or her choice, or both, as the administrator may select.

14.2 Definition of a Grievance

A grievance is a dispute concerning a claimed violation of a specific term or provision of this Agreement.

14.3 The Grievance Procedure Shall be as Follows:

A. Step 1: The aggrieved administrator or the Association shall present the grievance, in writing on forms to be provided by the District, to the administrator's immediate supervisor, not later than 30 days following the date on which the act or omission giving rise to the grievance occurred. In the event such act or omission occurred after June 15 of any school year, the administrator shall present the grievance not later than 20 days following the commencement of the next succeeding school year. The grievance form shall be in the form attached hereto as Appendix B.

The supervisor receiving the grievance shall take the steps necessary to insure that an appropriate disposition of the grievance is made and shall reply to the administrator and his or her representative, in writing, within 10 school days following the date of submission of the grievance.

B. Step 2: In the event that the aggrieved administrator or the Association wishes to appeal the decision at Step 1, the appeal shall be submitted to the Superintendent, in writing, on the grievance form, within ten calendar days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the supervisor who considered the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section or sections of this Agreement that the administrator claims to have been violated and the redress sought. The Superintendent or his or her designee shall meet with the aggrieved administrator and/or his or her representative and shall issue a written decision to the administrator or his or her representative within 20 school days following the date on which the appeal was received.

C. Step 3: In the event that the aggrieved administrator or the Association wishes to appeal the decision at Step 2, the appeal shall be submitted to the Superintendent or the Clerk of the Board, in writing, on the grievance form, within 10 school days following receipt of the Step 2 decision. Such appeal shall contain a short, plain statement of the grievance and specific references to the section or sections of this Agreement that the administrator claims to have been violated and the redress sought. The Board of Education shall meet with the aggrieved administrator and/or his or her representative and shall issue a written decision to the administrator or his or her representative within 30 calendar days following the date on which the appeal was received.

D. Step 4: In the event the Association wishes to appeal a decision at Step 3, it may appeal to arbitration by filing a demand for arbitration upon the Superintendent and the American Arbitration Association within 15 calendar days of the receipt of the

Step 3 decision. In the event the decision is received after June 15 of the school year, the demand for arbitration shall be filed within five calendar days following the commencement of the next succeeding school year. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.

The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement that the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.

The arbitrator shall be selected using the services and procedures of the American Arbitration Association. The Voluntary Labor Arbitration Rules of the American Arbitration Association, as amended by this Agreement shall govern the arbitration.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

14.4 General Provisions:

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
- B. As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified for either party will be extended only by mutual consent.
- C. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under this Agreement or elsewhere shall be barred. The failure by the District to meet the time limits specified herein shall permit advancing the matter by appeal to the next step of this procedure.
- D. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.
- E. A grievance affecting more than one work location may be initiated by the Association at Step 2 of the grievance procedure.
- F. In the event service of a reply or determination is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt thereof shall be extended by three days.
- G. An Association-affiliated staff representative may be present at the request of the grievant at any step of the grievance procedure.
- H. There shall be only one spokesperson for the grievant and one for the District at each step of the grievance procedure.

ARTICLE XV - Term

The provisions of this Agreement shall be in effect as of the first day of July, 2000, and shall remain in effect through the 30th day of June, 2007.

ARTICLE XVI - Administrative Performance Evaluation

The current Administrative Performance Evaluation document and procedures will be modified in the following ways:

1. The end of the evaluation cycle conference in which the summative evaluation report including professional growth plans is presented shall occur no later than August 15th.
2. Goals and professional growth plans will be established for the school year no later than August 31.
3. Progress check will be made no later than January 31. Professional growth goals and building goals will be reviewed.
4. The summative report will maintain the four major performance areas: Instructional Leadership, Management Skills, School and Community Relations, and Professional Responsibilities. A narrative will be provided for each performance area in the following terms:

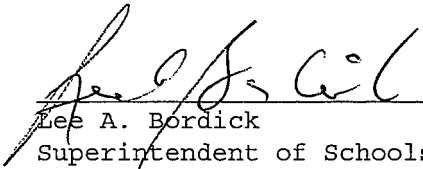
Does not meet District standards

Meets District standards

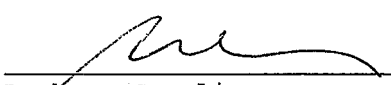
Exceeds District standards

5. The criteria and the descriptors found in the current Administrator Performance Evaluation will serve as the basis for the narrative in each of the four performance areas.

In witness thereof the parties hereto have caused this agreement to be executed.



Lee A. Bordick Date
Superintendent of Schools 11/26/03



Barbara Sperling Date
President, Lansingburgh Administrators 11/17/03
Association

APPENDIX A

1. Within 10 calendar days of receipt of the Superintendent's unsatisfactory end of year evaluation, the complainee will submit a letter to the Superintendent requesting an independent third party advisory involvement.
2. The Superintendent within 10 days of receipt of the letter requesting the third party advisory involvement shall reply in writing and suggest a meeting date with the complainee.
3. At this meeting, referred to in Step 2, an impartial third party will be selected as follows: The Superintendent will submit 2 names and the administrator will submit 3 names making a total of 5 names as potential advisors. Each party will cross off one name leaving a total of 3 names. By lot, one of the two parties will select a chairperson. The chairperson will be notified by the Superintendent by registered mail immediately following this meeting.
4. The chairperson will call a meeting of the Superintendent and the administrator and the other 2 advisors within 15 calendar days of the notification by registered mail from the Superintendent. At this meeting each party will present his/her position.
5. Within 15 calendar days of this meeting in Step 4, the advisory opinion shall be forwarded to the Superintendent and the administrator.

MEMORANDUM OF UNDERSTANDING

AGREEMENT made this 17th day of November 2003 by and between the Lansingburgh Central School District ("District") and the Lansingburgh Administrators Association ("Association").

WHEREAS the District and the Association are parties to a collective agreement, with a term from July 1, 2004 to June 30, 2007; and

WHEREAS the District and the Association wish to clarify certain of their expectations with respect to the work obligations of members of the Association.

NOW, THEREFORE, it is agreed:

1. It is the expectation of the District and the Association that there will be an administrative presence in each school building five days after the last teacher work day in June and five days before the first teacher workday in September. These days are not considered additional workdays, but are included in those stipulated in Article III, Sections G and H of the Contract. If some personal or professional obligation prevents the presence of an administrator the member will so advise the Superintendent and will arrange for coverage of his or her building by another administrator.
2. It is the expectation of the District and the Association that members of the Association will attend monthly meetings of the District's Board of Education. If some personal or professional obligation prevents such attendance, the member should advise the Superintendent at his or her earliest convenience.

Lansingburgh Central School District Lansingburgh Administrators Association

By: _____

By: _____

Attachment to L.A.A. Contract
November 2003