



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Indian River Central School District and Indian River Association of Professional Administrators (2007)**

Employer Name: **Indian River Central School District**

Union: **Indian River Association of Professional Administrators**

Local:

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

Expiration Date: **06/30/10**

PERB ID Number: **7980**

Unit Size: **13**

Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD 1 / 7980

AGREEMENT BETWEEN

the

**INDIAN RIVER ASSOCIATION OF
PROFESSIONAL ADMINISTRATORS**

and the

SUPERINTENDENT OF SCHOOLS

of the

INDIAN RIVER CENTRAL SCHOOL DISTRICT

July 1, 2007 to June 30, 2010

RECEIVED

JAN 7 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II REQUIREMENTS PER TAYLOR LAW	1
ARTICLE III SAVINGS CLAUSE	1
ARTICLE IV RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS	2
ARTICLE V PROFESSIONAL DUES	3
ARTICLE VI OFFICE PERSONNEL FILE	3
ARTICLE VII JOB SECURITY	4
ARTICLE VIII TRANSFERS	4
ARTICLE IX ACCIDENT INDEMNITY	5
ARTICLE X WORK YEAR	5
ARTICLE XI LEAVE FOR ADMINISTRATORS	6
ARTICLE XII INSURANCE AND ANNUITIES	8
ARTICLE XIII LEGAL PROTECTION	9
ARTICLE XIV EVALUATION	9
ARTICLE XV GRIEVANCE PROCEDURE	10
ARTICLE XVI RETIREMENT INCENTIVE	12
ARTICLE XVII NEGOTIATION PROCEDURES	14
ARTICLE XVIII REIMBURSEMENT OF EXPENSES	14
ARTICLE XVIII PRINTING OF AGREEMENT	15
ARTICLE XIX COMPENSATION	15
ARTICLE XX DURATION OF AGREEMENT	17

APPENDIX "A"

PREAMBLE

In order to implement the provision of the Taylor Law and to encourage and increase the effective working relationship between the Indian River Central School District (hereinafter called "Board") and the administrative employees (hereinafter called "Administrators") of the Board, represented by the Indian River Association of Professional Administrators (hereinafter called "Association"), affiliated with the Empire State School Administrator's Association, the Chief Executive Officer of the Board (hereinafter called "Superintendent") and the Association hereby enter this agreement.

Both parties understand that administrators are an integral element in the educational process and that the primary elements of an administrative position include building leadership in curriculum and instruction, evaluation of teacher performance to continue elements of excellence in instruction, and maintaining an educational environment in which teachers can effectively teach and students can learn without undue disruptions.

ARTICLE I RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent and representative for all Building Principals, Assistant Principals, Director of Health and Physical Education, Supervisor of Pupil Personnel Services, and Assistant Supervisor of Pupil Personnel Services, both full and part time.

ARTICLE II REQUIREMENT PER TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

A. An Administrator shall serve as an advisor, as required, to the Board's negotiating team in its negotiations with other employee units.

B. The Administrator in charge shall be consulted by the Superintendent or the Superintendent's designee prior to taking actions affecting any personnel or programs within the Administrator's building or program area. In cases of emergencies or when the Administrator is not readily available, the Superintendent will inform the Administrator of planned actions in time for the Administrator to make necessary changes in an orderly manner. Existence of an emergency or availability of an Administrator shall not be subject to arbitration.

C. Upon request, a building principal shall be provided with specific information regarding the status of his/her budget accounts in any areas within a reasonable time.

D. A copy of the agenda and minutes for all regular and special Board of Education meetings will be sent to the Association via the District mail system at the same time it is sent to the Board.

E. Unit members shall attend meetings of the Board of Education when an issue relating to the unit member's assignment is scheduled for discussion by the Board provided that the unit member is notified by the Superintendent, the Assistant Superintendent or the President of the Board of Education that his/her presence is required.

F. The supervision and coordination of ancillary duties and responsibilities normally assigned to Association members (e.g. K - 6 ELA Director, K - 6 Math Director, Director of ESOL, Attendance/Residency Officer, Adult Education, Drug Free Schools Federal grant, teacher evaluations outside the administrator's regular building assignment, etc.) will be equitably distributed among Association members. When these assignments arise, the Superintendent shall advise the President of the Association of the situation. The Association shall review the situation and shall give recommendations to the Superintendent as to the Association member(s) to whom such assignment should be given. After receiving the Association's input, the Superintendent shall then determine to whom the assignment shall be given which decision shall not be arbitrary. Assignments shall be renewed annually.

G. All unit members will be responsible for continuing professional improvement. Each administrator will be held accountable to complete one three (3) hour graduate course or forty-five (45) hours of in-service courses every three (3) years. Up to fifteen (15) hours of the in-service courses may be accomplished through professional conference attendance. Any courses taken, or conferences attended, must receive the advance approval of the Superintendent. The administrator shall be reimbursed for any costs associated with such professional improvement.

H. The basic daily work schedule for administrators is at least as long as the teacher work day specified in the IREA contract.

**ARTICLE V
PROFESSIONAL DUES**

A. The Board shall deduct from the salary of each Administrator, who so authorizes in writing on an agreed upon form, dues for membership in the Indian River Association of Professional Administrators and the Empire State School Administrators Association and shall promptly transmit the deduction to the appropriate organization.

B. Deduction authorizations shall continue in full force and effect until the Administrator notifies the Board in writing of his/her desire to withdraw his/her authorization. The Board agrees to notify the Association immediately of any withdrawal.

C. The Board shall reimburse each IRAPA member up to \$300 per year for his/her dues in an appropriate professional organization such as, but not limited to, National Association of Secondary School Principals (NASSP), National Association of Elementary School Principals (NAESP), Association for Supervision and Curriculum Development (ASCD), American Management Association (AMA), and the American Association of School Administrators (AASA). Dues to the Empire State School Administrator's Association shall also be eligible for this reimbursement.

**ARTICLE VI
OFFICIAL PERSONNEL FILE**

A. No material derogatory to an Administrator's conduct, service, character, or personality shall be placed in the "Official Personnel File" maintained in the District Office unless the Administrator has had an opportunity to examine the material. The Administrator will be considered to have had the opportunity to examine the material when either he/she has been shown the material in person or a copy has been sent by certified mail, return receipt requested, directed to the Administrator's last address on file in the District Office. When an Administrator is shown the material in person, he/she shall acknowledge that he/she has examined such material by immediately affixing his/her signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing by the Superintendent or the Assistant Superintendent within sixty (60) calendar days of its discovery or its occurrence, whichever is later, may not later be added to the file.

B. The Administrator shall have the right to answer, within twenty-one (21) calendar days, any material filed, and his/her answer shall be attached to the file copy. Prior to the filing, the Superintendent or the Assistant Superintendent shall acknowledge that he/she has examined such material by immediately affixing the date and his/her signature on the Administrator's answer. Such signature does not necessarily indicate agreement with the Administrator's reply. Inaccurate and/or incorrect material will be immediately removed from the file.

C. Non-specific and/or anonymous complaints or material shall not be included in an Administrator's file.

D. Upon the request of an Administrator, he/she shall be permitted to examine material in his/her personnel file and have copies made. This shall be done by the Administrator or by the Administrator and his/her authorized representative at the District Office during regular working hours of that office. The right to examine and copy material in a "personnel file" does not include the right to examine and/or copy pre-employment recommendations or pre-employment evaluations.

E. When disciplinary charges are initiated by the District against an administrator for incompetency or inefficiency, only material in the official personnel file may be used in such disciplinary action.

F. No written material from an Administrator's official personnel file shall be forwarded to a prospective employer without the Administrator's permission. This is not intended to limit candid references requested of the District.

G. At the option of the Administrator, before a formal charge is made against that Administrator that he/she is not satisfactorily carrying out his/her professional obligations, the Association shall be apprised of the situation and its good offices sought to avoid such a confrontation.

H. Except as may otherwise be required by law and the regular personnel practices of the District, an Administrator's personnel file will not be open to review but may be reviewed by members of the Board as a personnel issue when the Board acts in its official capacity.

ARTICLE VII JOB SECURITY

A. In case of a reduction in force, Administrators shall be notified at least six (6) months prior to the date on which their position would be abolished.

B. No Administrator shall be reduced in compensation without cause.

ARTICLE VIII TRANSFERS

A. An involuntary transfer shall be made only when it is in the best interest of the District as determined by the Board of Education. Administrator(s) affected by such transfer shall be given an opportunity for input prior to a final decision and be given the reasons for such transfer. The Administrator shall receive no reduction in pay upon said transfer. The Association agrees that it will not under any circumstances take an involuntary transfer to arbitration.

B. Administrators who desire a change in assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy and file at any time a written statement of such desire with the Superintendent. Whenever the

Superintendent knows of a vacancy, he/she will notify the Administrator who has filed an application for such position as promptly as possible.

C. As soon as the position has been filled, each applicant shall be notified as to who was appointed to such position.

D. Under normal conditions, the Superintendent will notify the President of the Association of any administrative vacancy within the District as soon as the existence of the vacancy is known.

E. The Association agrees that nothing set forth above creates a right, entitlement or expectation in any position subject to these provisions.

ARTICLE IX ACCIDENT INDEMNITY

A. If an Administrator becomes totally disabled by reason of an injury, illness or disease, wholly contracted in the performance of, and directly as a result of, regular or assigned extra-curricular activities, as determined by the Worker's Compensation Board, he/she shall receive his/her regular compensation for a period equal to five (5) times that number of sick leave days that the Administrator has personally accumulated or one (1) year, whichever is greater. Thus for each week that any employee is so disabled, such Administrator shall be charged one (1) day of sick leave. Upon the expiration of accumulated sick leave, such Administrator shall receive only those benefits set forth in the Worker's Compensation Law.

B. In the event the Administrator receives Worker's Compensation for the period of his/her disability, he/she shall pay it over to the District so long as the Administrator is still receiving full salary from the District. It is understood, however, that if an Administrator receives a "lump sum" settlement or award for a scheduled loss, no reimbursement will be required to be paid to the Board by the Administrator.

ARTICLE X WORK YEAR

A. 1. All administrators hired on or before June 30, 1993 shall be 11 month employees with the work year beginning on July 1 and ending on June 30. For any administrator hired on or after July 1, 1993, the District reserves the right to hire administrators for 10, 10.5 or 12 months of employment; the District also reserves the right to hire part-time administrators.

2. Administrators who work less, or more, than eleven (11) month employees shall have their wages and benefits pro-rated based on the wages and benefits of eleven (11) month employees except insurance, annuities and retirement incentive shall be the same amongst all administrators.

B. From September 1 through June 30, Administrators will work the teacher work year. In addition, Administrators will work an additional ten (10) days, or beyond at the

discretion of the Administrator, when school is not in session to assure that all essential tasks are completed.

C. From July 1 through August 31, eleven (11) months administrators will work twenty (20) days.

D. All proposed work days will be submitted to the Superintendent prior to schedule implementation to assure that adequate and appropriate district-wide coverage will be maintained throughout the calendar year.

E. When the duties of the job require or when required by the Superintendent, an Administrator must give up non-work time, he/she shall receive compensatory time on a day for day basis. Compensatory time is to be taken through mutual agreement of the Administrator and the Superintendent. An Administrator may carry over up to ten (10) days of compensatory time from one contract year to the next, and such compensatory time may be used to reduce the additional ten (10) days set forth in paragraph B. above.

ARTICLE XI LEAVE FOR ADMINISTRATORS

A. Sick Leave

1. On July 1 of each year, each eleven (11) month Administrator shall be credited with fourteen and one-half (14 ½) days of sick leave.

2. Days of sick leave shall be accumulated at this rate to a maximum of 220 days.

3. An accounting of the accumulated sick leave shall be given to each member of the unit on request.

4. If an Administrator is on sick leave on a day school is closed because of inclement weather or other emergency, that day shall not be deducted from his/her sick leave accumulation.

5. a. If an Administrator has exhausted his/her sick days in Sub-Sections 1 and 2 above, and is in need of additional sick days, other members of the Unit, on a voluntary basis, may donate up to ten (10) days each of their sick days to the Administrator in need. This donation will be done by written notice to the Business Office. The number of days to be donated shall be included in this notice. If there are donated days left when the Administrator returns to work, the remaining days shall be pro-rated and returned to the donors.

b. An Administrator may not avail himself/herself of the days above until that Administrator has been absent for a period of eight (8) weeks of each illness. Each illness shall be defined as a single incident which may result in temporary returns to work subsequent to treatment as most commonly occurring with cancer type illnesses. However, this

waiting period will be waived, and the use of the days will begin immediately, if the Administrator presents a written certification by a doctor that the illness or injury will cause the Administrator to be absent at least eight (8) weeks. The District is entitled to get a second doctor's opinion.

6. A newly hired Administrator from outside the District shall be credited with thirty (30) days of sick leave upon commencement of employment to be repaid as the Administrator earns sick leave during employment.

B. Family Sick Leave

Each Administrator shall be granted four (4) days of leave with pay for sickness in his/her family which requires his/her presence. Immediate family is defined as follows: spouse, children, parents and grandparents of either Administrator or spouse, and any other members of the household of which the Administrator is a part. Unused family sick leave days, up to a maximum of four (4) days per year, may be carried into the next year's personal sick leave allotment.

C. Personal Leave

Up to four (4) personal leave days may be taken in a school year. Since these days are personal, no reason need be given. Unused personal days shall accumulate as sick days in the next contract year.

D. Leaves of Absence

In addition to the above, Administrators shall be granted absence with pay each school year for the following:

1. The Indian River Association of Professional Administrators shall be granted five (5) days with pay for its member(s) to attend conferences, committee meetings, etc., of the Empire State School Administrators Association or its affiliates and for other Association business. The Association shall notify the Superintendent at least forty-eight (48) hours prior to the day(s) to be taken and shall notify the Superintendent which Administrator(s) will be taking the day(s). Leave will be freely granted provided adequate administrative coverage can be arranged.

2. An Administrator shall be given time necessary for appearance in any legal proceeding connected with the Administrator's employment or with the District or for the performance of jury duty, or because he/she has been issued a judicial subpoena.

3. In the event of death in the immediate family, bereavement leave up to five (5) days per occurrence will be granted. Immediate family is defined as follows: spouse, children, sister, brother, grandchildren, parents and grandparents of either Administrator or spouse, those who had been legal guardians of the Administrator, those who have served *in loco parentis* to the Administrator, and any other members of the household of which the Administrator is a part. Additional days may be granted at the discretion of the Superintendent.

4. Leave described in 1), 2), and 3) above will not be deducted from any other leave category.

E. Leaves of Absence - Extended

1. A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons. Additional leave may be granted at the discretion of the Board. Such additional leave shall not be precedent setting if granted or subject to arbitration if denied.

2. Any tenured Administrator whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness to a maximum of one month for each year of service in the District.

3. Sick leave and unpaid Extended Leave of Absence for illness or disability will be available to Administrators for maternity as appropriate.

F. Other Leave

Other leave will be granted on request at the discretion of the Superintendent. Such leave shall not set a precedent if granted nor subject to arbitration if denied.

**ARTICLE XII
INSURANCE AND ANNUITIES**

A. Health Insurance

1. The District shall pay 92% of the premium for each Administrator in the Jefferson-Lewis et.al. School Employees' Health Plan.

2. Upon retirement of an Administrator, the District will pay 75% of full health insurance coverage for the Administrator and his/her family subject to the requirements of the carrier. In the event of the death of the retired Administrator, his/her spouse may continue with the program if he/she reimburses the District the amount of the full premium. In any case, the first nine (9) months following the month in which death occurs, will be provided at no additional cost to the surviving spouse.

Administrator and spouse, upon attaining age 65, will be reimbursed 75% of the Medicare premiums on a quarterly basis.

B. Dental Insurance

The District shall provide the same dental insurance coverage for the life of this Agreement as it provided during the 1988-89 school year.

C. Other Related Benefits

1. The Board will provide payroll deductions for tax-sheltered annuities, life insurance and participation in an IRS 125 "Flexible Spending Plan".

2. Each Administrator shall be eligible, every other year during the term of his/her employment, to receive a comprehensive physical examination. The District shall reimburse the Administrator for any cost above and beyond that covered by health and major medical insurance. Any required testing beyond that included within the original screening, and that are not considered a normal part of a comprehensive physical, shall be the responsibility of the Administrator. For example, a cardiogram would be considered a part of a normal comprehensive physical, while an echocardiogram or a thallium stress test would not be considered a part of a comprehensive physical.

D. Fringe Benefits After Retirement

All fringe benefits pertaining to retirement shall be binding upon both parties for the life of the retiree. Such benefits will be those in place at the time of retirement.

**ARTICLE XIII
LEGAL PROTECTION**

A. The Board agrees to defend and indemnify each Administrator from claims as a result of an act within the scope of employment while carrying out his/her duties as an Administrator.

B. If criminal proceedings are brought against an Administrator for an act committed within the scope of employment while carrying out his/her duties as an Administrator, the Board shall, upon the request of the Administrator, provide legal counsel to defend him/her in such proceedings.

C. In order to be entitled to protections of Sections A and B above, the Administrator on his/her part must within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading deliver the original or a copy of it to the Board or its designated representative receiving a receipt for the delivery.

**ARTICLE XIV
EVALUATION**

A. Evaluation shall be done on the Middle Management Performance Assessment found in Appendix A of this Agreement.

B. Evaluations shall be done only by the Superintendent or an Assistant Superintendent.

- C. Non-tenured Administrators shall be evaluated at least once each semester.
- D. Either the Superintendent or the Administrator may initiate an evaluation.
- E. Post evaluation conferences will be held at the request of either the Superintendent or the Administrator.
- F. The Administrator's signature on the evaluation form indicates he/she has received a copy of the evaluation and does not indicate either agreement or disagreement with the content of the evaluation.
- G. The Administrator shall, at the outset of each school year, set forth in writing his/her goals and expectations for the forthcoming school year. At the conclusion of the school year the Administrator shall evaluate, in writing, his/her perception of his/her success in fulfilling such goals and objectives. The Superintendent, or Assistant Superintendent(s), reserves the right to comment upon the self-evaluation, in writing, within fifteen (15) school days of receipt of the self-evaluation. All documents set forth herein shall become a permanent part of the Administrator's personnel file.

**ARTICLE XV
GRIEVANCE PROCEDURE**

A. Definitions

- 1. A grievance shall be any claim by an Administrator or group of Administrators or the Association on its own behalf that there has been a violation or misinterpretation of this Agreement.
- 2. "Grievant" means the party named as the aggrieved; this can be the Association.
- 3. "Party-in-Interest" means any party named in a grievance who is not the aggrieved party, including the Association.
- 4. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

B. Procedure

Step 1 - Superintendent

If an Administrator feels that he/she has a grievance, he/she will discuss it with the Superintendent either directly or through an Association representative with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be within 15 working days or 20 calendar days, whichever comes first, of when the grievant knew or should have known of the grievance. If an Administrator submits the grievance through a

representative, the Administrator may be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

If the grievance is not resolved informally at this first meeting, or if the Superintendent has not met with the grievant within 15 calendar days of the grievant's request, the grievance shall be reduced to writing and submitted to the Superintendent within five (5) calendar days. Within five (5) calendar days after the written grievance is presented to the Superintendent, the Superintendent shall give his/her decision and reasoning in writing to the grievant.

Step 2 - Arbitration

1. If the decision of the Superintendent is not accepted, and the Association believes the grievance to be meritorious, the Association may move the issue to an impartial third party. A copy of the decision to proceed to the third party will be sent to the Superintendent within 21 calendar days of the receipt of the Superintendent's decision. The impartial third party will be selected from the panel of the Public Employment Relations Board under the rules of that organization, if the parties cannot agree upon an impartial third party within fourteen (14) calendar days.

2. The decision of the third party will be in writing stating the reasoning and conclusions thereof. The third party will be without power or authority to make a decision which is contrary to law or violative of the terms of this Agreement or which alters or amends this Agreement. The decision of the third party will be binding on the parties and said decision will be issued not later than thirty (30) days from the close of the hearing or written submissions presented after the hearing.

3. Any cost connected with the use of the impartial third party will be equally borne by the parties. Each party will be responsible for its own expenses in the presentation of its case.

C. Rules of Procedure

1. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all relevant non-privileged material and documents, communications and records at the request of the other party.

2. The grievant may call witnesses on his own behalf and the Board will make available such witnesses who are in the employ of the Board.

3. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party-in-interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.

4. The Superintendent shall be responsible for accumulating and maintaining a grievance file on each grievance, which shall consist of any written communications relevant to

the grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant, nor shall there be any allusion to the grievance in the grievant's personnel file. This file shall be available for copying by the grievant, the Association or the Board, but it shall not be deemed a public record. Documents which are obviously public records are not sheltered from public inspection by the Agreement.

5. Nothing in this procedure shall be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be given the opportunity to be present at such adjustment and to state its views on the grievance before the adjustment becomes final. Any grievance that is adjusted without formal determination pursuant to the procedure shall not create a precedent binding on either of the parties to this Agreement.

6. The existence of this procedure shall not be deemed to require any Administrator to pursue the remedies here provided, except as may be required by law, and shall not, in any manner, impair or limit the right of the Administrator to pursue any other legal or appropriate remedies.

7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. The grievant may choose whomever he/she wishes to represent him/her at any step.

9. Every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as "outside limits", and shall be extended only by mutual written agreement.

10. Failure at any step to communicate a decision to the grievant and the Association within the time limit shall permit the lodging of any appeal at the next step of the procedure.

11. Submission of a grievance to arbitration is an election of remedies and shall act as a bar to any other recourse.

ARTICLE XVI RETIREMENT INCENTIVE

A. Upon regular or disability retirement, and subject to the limitations of this Article, Administrators shall be paid a benefit as follows:

Qualifier:	15 years of service or first year of eligibility:	Benefit - \$14,000
Qualifier:	16 years of service or second year of eligibility:	Benefit - \$8,000

AND

\$55.00 per unused sick leave day that the Administrator has accumulated through date of retirement.

Payment shall be made in accordance with the provisions set forth in Appendix "A".

B. To be eligible for this benefit upon regular retirement, an Administrator must meet the following criteria and stipulations:

1. The Administrator must have completed
 - a. at least fifteen (15) years of full-time service (including at least five (5) years District service as an Administrator plus additional District service as a teacher) in the District by the date the Administrator retires¹; or
 - b. at least ten (10) years of actual service as an Administrator within the District by the date the Administrator retires.
2. The Administrator must be at least 55 years of age (or such other minimum age as is prescribed by the rules of the New York State Teachers' Retirement System) and must receive an approved retirement from the New York State Teachers' Retirement System.
3. The effective date of retirement must be January 31, June 30 or any time in July or August.
4. Notice of intent to retire must be given to the Board no less than six (6) months prior to the effective date of retirement.

C. To be eligible for this benefit upon disability retirement, an Administrator must meet the following criteria and stipulations:

1. The Administrator must have completed at least ten (10) years of full-time service in the District by the date the Administrator retires.
2. The Administrator must receive an approved disability retirement from the New York State Teachers' Retirement System.

D. For payments due under this Article, the District shall make a non-elective employer contribution to a jointly agreed upon 403(b) program, subject to the contribution limits established by the Internal Revenue Service (IRS). This non-elective contribution shall be made on behalf of any employee eligible to receive payment pursuant to the provisions of this Article.

¹ The 5 year service as an Administrator within the District shall not apply to any unit members hired on or before November 15, 1990.

Such payment shall be remitted by the District to the designated 403(b) program by no later than August 15th following the effective date of retirement.

For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers Retirement System (TRS).

In the event that the employee receives any payment pursuant to the contract provisions set forth above, and such payment, in and of itself or when combined with any 403(b) salary reduction payments made by the employee, exceeds the permissible limits established by the IRS, the District agrees to pay any excess over such limits as compensation to the employee by no later than August 15th following the effective date of retirement.

If any penalty or other assessment is charged against the District by the IRS as a result of an improper contribution to any 403(b) account, the employee shall hold the District harmless for such penalty or other assessment.

ARTICLE XVII NEGOTIATION PROCEDURES

A. Negotiations for a successor Agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.

B. At the initial meeting, the Association will present its proposals in the contract language desired. At the second meeting, the District will present its proposals in the contract language desired. After this exchange of proposals, no new proposals will be submitted by either party without the mutual consent of both parties. This shall not, however, prohibit or restrain counter-proposals from either party on the issues in negotiations.

C. All negotiations shall be held in executive session.

D. Until, and if, impasse is reached, all releases to the media shall be done jointly.

ARTICLE XVIII REIMBURSEMENT FOR EXPENSES

In the event that an Administrator must advance personal funds for an approvable District expense, the Administrator shall be promptly reimbursed for such expenditure upon the submission of all necessary valid receipts to the District Treasurer. Payment shall be made within five (5) school days of receipt of all required receipts by the District Treasurer.

**ARTICLE XIX
PRINTING OF AGREEMENT**

The Board shall bear the cost and responsibility of having this Agreement printed. The District will provide each Administrator with a copy of the Agreement and the Association with ten (10) copies of the Agreement within thirty (30) days of the ratification by both parties. In addition, the District will provide a copy of this Agreement to any new Administrator within two (2) weeks of his/her employment.

**ARTICLE XX
COMPENSATION**

A. Salaries

1. For the 2007-2008 school year, each administrator shall receive an increase of 3.3% above his/her 2006-2007 salary.
2. For the 2008-2009 school year, each administrator shall receive an increase of 4.0% above his/her 2007-2008 salary.
3. For the 2009-2010 school year, each administrator shall receive an increase of 4.0% above his/her 2008-2009 base salary.

For the purpose of this provision, base salary shall be the salary exclusive of any payment for educational achievement, longevity, large building stipend, or extra pay for extra work (e.g. summer school pay).

4. Educational Stipends – the following educational stipends shall be paid each year in addition to an administrator’s base salary. In order to move from one stipend level to the next, the administrator must provide the Office of Human Resources with a certified copy of a transcript from a recognized college or university detailing the hours taken and/or degree(s) granted.

<u>Education Attainment</u>	<u>Stipend</u>
M + 18	\$800
M + 30 (or permanent certification)	\$1,200
M + 45	\$1,500
M + 60	\$1,800
Doctorate	\$2,500

5. Longevity Stipend – A longevity service stipend shall be paid for years of administrative service in the Indian River Central School District. Such longevity service stipend shall be paid each year in addition to an administrator’s base salary. Payment of the first longevity stipend, and any subsequent increase in the stipend, shall be made as of July 1. If an administrator is hired between July 1 and December 31, he/she shall be credited with one year of service as of the following July 1. If an administrator is hired between January 1 and June 30,

he/she shall be credited with one year of service as of the second July 1 following his/her initial date of hire.

<u>Years of Administrative Service</u>	<u>Stipend</u>
0 – 5 years	\$0
6 – 10 years	\$500
11 – 15 years	\$800
16 - 20 years	\$1,200
21 – 25 years	\$1,700
26+ years	\$2,300

The minimum starting rates of pay for the duration of the contract are as follows:

<u>Position</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Assistant Primary Principal	61,235	62,705	64,210
Assistant Director of Federal Programs	62,192	64,680	67,267
Director of Federal Programs	62,790	65,930	69,226
Middle School Assistant Principal	65,318	66,559	67,824
High School Assistant Principal	65,318	66,559	67,824
Athletic Director	65,318	66,559	67,824
Primary Principal	69,292	70,609	71,950
Intermediate Principal	69,292	70,609	71,950
Middle School Principal	71,330	72,685	74,066
High School Principal	73,368	74,762	76,182

B. Extra Stipends

The Building Principal(s) in charge of an elementary building which has a total student enrollment in excess of 525 students, including BOCES students, shall receive an additional \$1,000 added to his/her salary.

C. Credit for Service at Time of Hiring

The salary for any newly hired Administrator shall not exceed the salary for any existing administrative employee within the same job title with the same or more administrative experience.

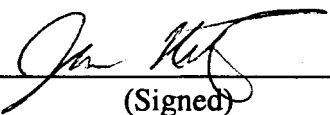
D. Promotion

In the event that a unit member is promoted to a higher salaried position within the unit, such employee shall receive an increase of at least \$1,500.

**ARTICLE XXI
DURATION OF AGREEMENT**

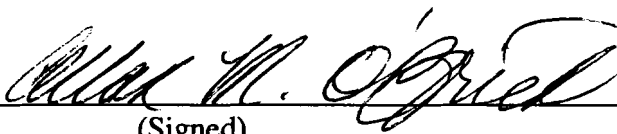
This Agreement shall be in effect for the period from July 1, 2007 through June 30, 2010 and may be amended during that period only through the mutual agreement of the parties.

5th IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day of October, 2007.



(Signed)

**Superintendent
Indian River Central School**



(Signed)

**President
Indian River Association of Professional Administrators**

APPENDIX "A"

For payments due under this Article, the District shall make a non-elective employer contribution to a jointly agreed upon 403(b) program, subject to the contribution limits established by the Internal Revenue Service (IRS). This non-elective contribution shall be made on behalf of any employee eligible to receive payment pursuant to the provisions of this Article. Such payment shall be remitted by the District to the designated 403(b) program by no later than August 15th following the effective date of retirement.

For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers Retirement System (TRS).

In the event that the employee receives any payment pursuant to the contract provisions set forth above, and such payment, in and of itself or when combined with any 403(b) salary reduction payments made by the employee, exceeds the permissible limits established by the IRS, the District agrees to pay any excess over such limits as compensation to the employee by no later than August 15th following the effective date of retirement.

If any penalty or other assessment is charged against the District by the IRS as a result of an improper contribution to any 403(b) account, the employee shall hold the District harmless for such penalty or other assessment.

