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CONTRACT
BETWEEN
PERU ADMINISTRATORS' COUNCIL

AND
THE SUPERINTENDENT OF SCHOOLS
OF THE
PERU CENTRAL SCHOOL DISTRICT

JULY 1, 2005 - JUNE 30, 2009

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DEC 18 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Board of Education of Peru Central District (hereinafter called "Board") and its supervisory and administrative employees (hereinafter called "members") represented by the Peru Administrators' Council (hereinafter called "P.A.C.").

WITNESSETH

WHEREAS, the Board and P.A.C. recognize and declare that providing the finest quality education for the children of the Peru Central School District is their mutual aim and purpose, it is mutually agreed by and between the parties as follows:

ARTICLE II

RECOGNITION AND RESPONSIBILITIES

1. The Board hereby recognizes P.A.C. as the sole and exclusive negotiating representative with respect to terms and conditions of responsibilities for all members of this Council. The professional positions incorporated in such recognition include, but are not limited to, the following:
 - A. Elementary School Principals
 - B. Elementary School Assistant Principals
 - C. Secondary School Principals
 - D. Secondary School Assistant Principals
 - E. Director of Special Education
 - F. Director of Physical Education, Health and Athletics
 - G. Administrative Assistants
2. Any and all newly created or substantially altered existing supervisory and administrative positions shall be automatically included in this recognition and shall be represented by P.A.C. for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such positions.
3. The members of the Council shall willingly assume the responsibilities inherent to their respective positions as prescribed by the Chief School Administrator and the Board of Education for the efficient and successful administration of the educational program. As the educational resource unit for the Board of Education, these responsibilities include the planning, operation and evaluation of the school, including the assignments of both teachers and pupils, as per the role of each individual council member.
4. The Chief School Administrator acknowledges the need to consult the administrators when items are negotiated with other school district employee organizations that have a bearing on the administration and operation of the schools and of the District. Prior to the signing of contracts between the Chief School Administrator and any employees' unit, the administrators shall be provided with a copy of the proposals and a meeting shall be held between the administrators and the Chief School Administrator to fully utilize the administrators' resources in negotiations.

ARTICLE III

PRINCIPALS' RESPONSIBILITIES: BUILDING OPERATION OR ASSIGNED AREA

1. It is agreed that the Principal assumes a responsibility for the operation of his or her building or area. It is also

agreed that all personnel in the building shall be responsible to the Principal in said building. All personnel not permanently assigned, but functioning in the building, shall report to the Principal of said building in order to coordinate programs and services. All visitors entering the building will report to the Principal before proceeding to their destinations within the building.

2. Every effort should be made to apprise the Principal of all decisions that affect the operation of the building rendered at a superior level in advance of their taking effect. The appraisal shall be given by the Chief School Administrator.
3. Professional, Civil Service, or Contracted Personnel shall not be assigned to a school without the Principal of said school participating in the decision of such staffing, whenever possible.

ARTICLE IV

EVALUATION PROCEDURE

1. Only properly certificated personnel in supervisory or administrative positions, in the employ of the district, shall evaluate educational programs and persons directly involved in working with children.

ARTICLE V

P.A.C. PRIVILEGES

1. P.A.C. shall be allowed to use all school facilities, including, but not limited to, school buildings, intra and inter-school mail facilities, faculty bulletin boards, photocopying equipment, audio-visual equipment, and telephones for local calls for P.A.C. business. If such use results in additional cost to the Board, such additional cost shall be paid by P.A.C.
2. Administrators who are members of a professional organization will be reimbursed at the rate of .006 of his/her salary or the amount paid for dues to a single professional organization designated by each member, whichever is less.
3. The Board shall print copies of this agreement and distribute a copy to each member of P.A.C. not later than 60 days after the final agreement is executed by the parties hereto.

ARTICLE VI

LEAVE:

The work year shall not include any of the following defined periods of time for which the member is hereby specifically authorized to use for the following purposes:

1. SICK LEAVE:
Each member shall be allowed sick leave without loss of salary for 17 days (12 month administrators) and 16 days (11 month administrators) in the work year because of personal sickness or personal physical disability, including pregnancy-related illness or disability. Effective July 1, 2002, sick leave without loss of salary shall be 18 days for 12 month administrators. If the member does not utilize the full amount of sick leave allowed in any work year, the amount not so utilized shall be accumulated from year to year. On the first pay of July, the member shall be credited with the amount of sick leave allowed to him or her for the next work year, which shall consist of all accumulated sick leave days plus 16 or 17 days for the ensuing work year. The Board shall

maintain an accounting of sick leave days accumulated by, and allowed to, each member, and shall, on the first day of July, inform the member in writing of the number of sick leave days credited to his or her account. Provided that all other requirements of this section have been satisfied, the employee may be granted up six (6) weeks of sick leave to care for an adopted child.

2. **ABSENCE DUE TO INJURY OR DISEASE:**

Absence due to injuries and disease suffered within the course of the administrators' employment, as defined by the Workman's Compensation Law, shall not be deducted from sick time allowance. In such circumstances, the Board will continue to pay the administrator his or her regular pay and benefits for the period involved, not to exceed one (1) year. Up to a maximum of one (1) year, any Workman's Compensation benefits received will be returned to the district upon its receipt by the administrator. If an administrator fails to comply with this provision, sick leave will be charged for all days involved.

3. **LEAVE FOR DEATH OR SERIOUS ILLNESS IN IMMEDIATE FAMILY:**

a. Each member shall be allowed five days of leave without loss of salary for each death in his/her immediate family. Immediate family of the member is defined to include the following persons: husband, wife, mother, father, guardian, sister, brother, son, daughter, father-in-law, mother-in-law, and a relative or person living in the member's household. Leave for death or for serious illness shall not be charged against the sick leave allowed under paragraph 1 of this article. If the death or serious illness occurs within a period during which the member is on sick leave, those leave days to which he/she is entitled under the provision of this sub-paragraph shall not be charged against sick leave accumulation. Leave authorization under this sub-paragraph shall be not accumulated.

b. The Board, or its designee, may grant additional emergency, death, serious illness or funeral leave in circumstances which, in its judgment, is justified.

4. **JURY DUTY**, or other service required by law, court order (other than personal), or other governmental authority beyond the control of the individual, necessitating absence from administrative duties, shall be reimbursed at full pay. Money earned from jury duty, exclusive of expenses, shall be returned to the District.

5. **JUDICIAL AND ADMINISTRATIVE PROCEEDINGS:**

When a member is required to appear in court, or before any other judicial or administrative agency, leave without loss of pay for such time as is necessary to appear shall be granted, provided that the appearance is connected with the professional duties and responsibilities of the administrators. Each member shall be allowed leave without loss of pay for time required to appear in court, or for appearance in any other judicial or administrative proceeding where such appearance is in response to a subpoena. Included as part of the leave time allowed under this sub-paragraph shall be time required to travel to and from the place where the appearance is made. Leave under this sub-paragraph shall not be charged against any other leave provided by this agreement.

6. **LEAVE FOR WEATHER OR OTHER EMERGENCY CONDITIONS:**

Each member shall be allowed leave without loss of pay due to abnormally serious weather or other emergency conditions, when such leave is approved by the Board or its designee. The member shall not suffer a loss in pay as a result of the official closing of schools. If the member is on sick leave, as allowed by paragraph 1 of this article when schools are closed due to weather conditions or other emergencies, that member shall not have said days deducted from his or her accumulated sick leave allowance.

7. **GRADUATION AND AWARDS:**

Each member shall be entitled to a leave of one day without loss of pay to attend his or her own graduation or a ceremony at which the administrator receives an award or special honor. Such leave day will not be charged against other leave allowed by this article.

8. **PERSONAL LEAVE:**

Each member shall be allowed five days of personal leave without loss of pay in each work year to attend to those personal matters which cannot be attended to at a time other than during a normal working day. All unused personal days shall be credited to accumulated sick leave as of June 30, of each school year. Those unused days shall be included in the accumulated total described in the next to last sentence of Article VI, paragraph 1.

9. **MATERNITY LEAVE:**

In addition to the accumulated sick leave which may be utilized by a female member for pregnancy-related illness or disability; female members shall be granted leave of up to two years for each birth of a child without loss of tenure rights or any other position-related right. Such leave shall be without pay. For the purpose of this sub-paragraph, multiple births shall be deemed to be a single birth. Such leave shall be granted one year at a time. The member shall notify the Board in writing three months after the pregnancy has been determined. An application for maternity leave accompanied by a statement from a physician indicating the probable date of delivery shall be made at any time prior to the end of the seventh month of pregnancy. The member may continue employment at all times during pregnancy and immediately after delivery, with the understanding, however, that the Board may require a physician's certification as to fitness of work of such member after delivery. In the event that a second year of maternity leave is required by such member, application for such leave must be filed in writing with the Board at least ninety (90) days prior to the expiration of the first year of maternity leave.

10. **SABBATICAL LEAVE:**

It is the purpose of this provision to benefit both the member and the District. Any member who is granted Sabbatical Leave by the Board agrees that the member shall return to the District and continue to work as an administrator for a minimum period of two years (2) unless unable to do so due to disability, death, or active duty military service. Any member who does not return and work for two (2) years shall be required to reimburse the District for a pro-rated percentage of its costs for the employee during the Sabbatical year, including the employee's salary and costs of health insurance. If the member does not return, the member shall reimburse the District for the full cost of the Sabbatical Leave. If the member leaves employment during the following twenty-four (24) months, the member shall reimburse the District, pro-rated on a monthly basis.

In the event a member does not return after Sabbatical Leave, a member may petition the Board of Education with good cause to consider a request that the reimbursement requirement be waived. Such determination is solely within the Board of Education's discretion.

11. **VACATIONS:**

All administrators will not be required to work on the following holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Years, New Years Day, Martin Luther King Day, President's Day, Good Friday, the day following Easter, Memorial Day, Independence Day and any unused snow days designated as "no school" days by the Board

Twelve month administrators will work a total of 220 days. In addition to the above holidays, they will be allowed 26 vacation days per year. Vacation days may be used at any time school is not in session by notifying the Superintendent at least 24 hours in advance. Fifteen vacation days may be carried over into the following school year for use during that year, or may be accumulated at the rate of fifteen per year. At the sole discretion of the Superintendent additional days beyond the 15 may be carried over into the following school year for use during that year. Upon approval of the Superintendent, an additional carryover of up to five (5) vacation days into the following year may take place. Such additional carryover is to be used during an agreed upon period of time. Should there be no agreement on the period of time, the Superintendent shall establish a period of not less than two (2) months. When the administrator retires or leaves the district he/she will be entitled to compensation at a per diem rate for each unused vacation day.

Eleven month administrators will work a total of 200 days. In addition to the above holidays, they will be allowed 15 vacation days to be taken during the school year when school is not in session. Vacation days may

be used at any time school is not in session by notifying the Superintendent at least 24 hours in advance. Fifteen vacation days may be carried over into the following school year for use during that year, or may be accumulated at the rate of fifteen per year. At the sole discretion of the Superintendent additional days beyond the 15 may be carried over into the following school year for use during that year. Upon approval of the Superintendent, an additional carryover of up to five (5) vacation days into the following year may take place. Such additional carryover is to be used during an agreed upon period of time. Should there be no agreement on the period of time, the Superintendent shall establish a period of not less than two (2) months. When the administrator retires or leaves the district he/she will be entitled to compensation at a per diem rate for each unused vacation day.

Variations in the stated vacation schedule may be granted with the Superintendent's approval, provided the total number of allotted vacation days for a given calendar year is not exceeded.

ARTICLE VII

COMPENSATION

1. For 2005-2006 all unit members who worked more than ½ year receive a 4% increase in his/her base prior to any longevity increments (see Section 7 of this Article) which will then be folded into the base for future increases.
2. For 2006-2007, based on a pool of monies for unit members on payroll as of April 27, 2005 and projected into 2006-2007, that pool is to be increased by 4%, and that dollar value of the 4% increase is to be distributed equally among the unit members as the increase for all unit members on staff in 2006-2007. This distribution shall take place prior to any longevity increments (see Section 7 of this Article) which will then be folded into the base for future increases.
3. For 2007-2008 all unit members who worked more than ½ year in 2006-2007 shall receive a 4% increase in his/her base prior to any longevity increases which will then be folded into the base for future increase.
4. For 2008-2009, based on a pool of monies for unit members on payroll as of April 27, 2005 and projected into 2007-2008, that pool is to be increased by 4%, and that dollar value of the 4% increase is to be distributed equally among the unit members as the increase for all unit members on staff in 2006-2007. This distribution shall take place prior to any longevity increments (see Section 7 of this Article) which will then be folded into the base for future increases.
5. Graduate and inservice credits will be paid by the Board to members of P.A.C. in blocks of 15 credit hours at the rate of \$750.00 per block.
6. Longevity Salary Adjustment
 - a. Subject to the stipulations, limitations and provisions of Section 6, administrators may, at their option, have their salary adjusted according to the following stipulations and conditions:
 - Year 1: 1/3 of earned vacation pay, unused sick pay and retirement benefit (\$8,000) listed under Article VIII.4 and VI.11;
 - Year 2: 1/3 of earned vacation pay, unused sick pay and retirement benefit (\$8,000) listed under Article VIII.4 and VI.11;
 - Year 3: 1/3 of earned vacation pay, unused sick pay and retirement benefit (\$8,000) listed under Article VIII.4 and VI.11 less any combined adjustments from years 1 and 2. Should the administrator use any of the accumulated days (under Article VIII.4 or VI.11) during the year, there will be a further decrease, in the last payroll, equaling the days used. All such payments shall be considered as part of base salary.
 - b. To be eligible for these salary adjustments, an administrator must meet the following criteria and

stipulations:

1. The administrator must provide notice to the district by March 1 of the year prior to the first year that compensation adjustment is to take place that the administrator will be retiring at the conclusion of Year 3 of adjustments.
 2. At the conclusion of Year 3 of adjustments, the administrator must be eligible to retire under the provisions of the New York State Teachers' Retirement System.
 3. At the conclusion of Year 3 of adjustments, the administrator must have completed at least fifteen (15) years full-time service in the district.
- c. For the purpose of Section 6, the following limitations and definitions apply:
1. No adjustment of salary will be paid to any administrator who does not meet all of the eligibility requirements as stipulated in Section 6.
 2. No administrator will be able to rescind his/her notice under 9.b.1. above after the start of Year 3. Any prior rescinding will result in the administrator's salary being decreased by the amount of any adjustment under Section 6.
 3. All salary adjustment(s) will be paid on a pro-rated per payroll plan.
 4. Payment shall be for the value in the year it is paid. At the time of retirement, any previous year(s) payment(s) shall be adjusted to the year of retirement rate.
- d. It shall be at the sole discretion of the Board, on an annual basis, to allow an administrator who has availed themselves of the benefit under Section 6 to continue employment on an annual basis after the announced effective date of retirement. Should such employment continue, any benefits under Section 6 will cease to be payable on the announced effective date of retirement.
- e. The Teachers' Retirement System will be the final arbiter as to the applicable Final Average Salary of the retiring administrator.

7. Career Increments

Effective July 1, 2005, all Council members shall be eligible to receive career increments for years of service in administration in the Peru Central School District in accordance with the following table:

5 years of service:	\$500 added to base salary plus a one-time payment of \$750.
10 years of service:	\$1,000 added to base salary plus a one-time payment of \$1,000.
15 years of service:	\$1,000 added to base salary plus a one-time payment of \$1,000.

ARTICLE VIII

BENEFITS

1. HEALTH INSURANCE:

A. Beginning effective July 1, 1999 the District shall pay 90% of the group health insurance premium cost and the employee shall contribute 10% of the premium cost of the individual or family coverage as applicable to the employee under the group health insurance plan. Such employee group health insurance premium contributions shall be made by authorized payroll deduction on a pre-tax basis as permitted by law.

B. Effective July 1, 1999 the District will provide to those administrators who elect not to participate in the group health insurance plan provided by the District with the employee's showing that he or she has health insurance coverage through another plan, an amount equal to the premium cost of individual coverage in the District's group health insurance plan. Such amount shall be paid to the employee as a contribution on behalf of the employee to a Flexible Spending Account ("FSA") in the cafeteria plan, a contribution on behalf of the

employee to a Council-endorsed benefit plan, a cash payment to the employee, or a combination of these options, as is designated by the employee and permitted by law.

C. Upon an employee's retirement with the District, in accordance with the Policy adopted by the Board of Education on April 5, 1976 and in accordance with the regulations of the District's group health insurance plan (see Appendix A), all eligible employees hired on or before 7/1/2000 shall receive 100% of the cost of group health insurance premium for their individual or family group health insurance coverage, as is applicable to the employee under the plan, throughout the term of retirement.

1A. CAFETERIA-STYLE BENEFIT PLAN

Effective July 1, 1999, the District shall establish a cafeteria-style benefit plan under I.R.C. §125 as permitted by law. All employees shall be eligible to participate in such plan on a voluntary basis. Such plan shall offer benefits including, but not necessarily limited to, health insurance premium conversion for employee contributions, a dependent care reimbursement account and a flexible medical spending account.

1B. GROUP LIFE INSURANCE

The District shall pay 100% of the premium cost for group life insurance coverage in the amount of \$5,000 as provided through Phoenix Mutual for each employee in accordance with the provisions of the Life Insurance Plan.

2. DRUG PRESCRIPTION PLAN:

- a. Effective July 1, 2005 and continuing thereafter, active members shall annually receive \$400 for non-availability of the District's Drug Prescription Plan. Active member on or after that date shall utilize the Drug Prescription coverage found in the BOCES Consortium Health Insurance Plan which the District participates in. For those members hired on or before July 1, 2005, active members and retirees shall annually receive \$400.00 for non-availability of the District's Drug Prescription Plan.
- b. For any member who retires on June 30, 2005 or has retired prior to June 30, 2005, the Board shall pay 100% of the cost of the premium for a prescription drug plan to be made available to all P.A.C. retirees and their families. The Drug Prescription Plan shall require each participant to make a \$1.00 co-payment for each prescription. This Drug Prescription Plan shall continue during the members' retirement in accordance with the regulations of the Plan.
- c. For any member hired on or after July 2, 2005, the benefit under Section 2 shall not be available.

3. TAX SHELTERED ANNUITY:

The Board hereby agrees to continue its policy concerning tax-sheltered annuities. Such programs shall be available to all members of P.A.C. and shall be open to enrollment with any company which an administrator chooses. Modification may be made before the first payroll period of each semester or by May 1st of each year.

4. RETIREMENT BENEFIT:

- a. Upon retirement, and subject to the stipulations, limitations and provisions of this Article, administrators shall be paid a benefit according to the following schedule and conditions:
\$95/each day (increased to \$100/each day effective July 1, 2004) of accumulated sick leave for the duration of this agreement with a maximum of 240 days
- b. To be eligible for this benefit upon retirement, an administrator must meet the following criteria and stipulations:
 1. The administrator must have completed at least 15 years of full-time service in the district by the date the administrator retires.
 2. No benefit will be paid an administrator who has not reached his/her 55th birthday on the effective

date of retirement unless agreed to by P.A.C. and the Board.

3. The administrator must have an approved retirement from the New York State Teachers' Retirement System.

The administrator must provide notice to the district by the March 1 prior to the district's fiscal year in which the administrator intends to retire.

- c. For purposes of this article, the following limitations and definitions apply:
 1. No benefit will be paid to an administrator who does not meet all of the eligibility requirements as stipulated in this Article.
 2. For the purposes of this Article, the effective date of retirement shall mean the last day the administrator is employed by the School District.
 3. The retirement benefit will be paid the administrator in a single lump-sum payment on the first payroll following the effective date of retirement, unless some other arrangement is made with the District Office before the first payroll of either semester or May 1st.

For any administrator who has received an approved retirement from the New York State Teachers' Retirement System, that administrator will be entitled to a lump sum benefit of \$8,000, payable as per §VIII.4.C.2 (above). This benefit will be in addition to any other benefit under this Article.

5. **VISION CARE:**

The Board shall pay 100% of the cost of the premium for vision care to be made available to all members of P.A.C. and their families so long as this benefit is available through CSEA. In the event this benefit is no longer available through CSEA, the Board's obligation pursuant to this section shall be limited to either an dollar contribution equal to the premium payment for the CSEA plan to a Vision Care plan of the Council's choosing, or, a direct payment in the form of salary to the members equal to the cost of contribution for the CSEA plan. The choice between options shall be at the sole discretion of the Council. If the CSEA plan is available then the vision care plan shall continue after retirement in accordance with the regulations of the plan. Should the Vision Care plan no longer be available through CSEA, then for those retired members, the contribution to an alternative plan or the direct payment to the retired member shall be in accordance with this section.

ARTICLE IX

VACANCIES

1. The Board shall give written notice to each member of P.A.C. of any vacancy which occurs in any existing administrative or supervisory position or which occurs as a result of the creation or modification of a new or existing administrative or supervisory position. Such notice shall contain:
 - a. A description of the position to be filled;
 - b. Qualifications for the position;
 - c. Appropriate salary range;
 - d. Procedure for application.

Notice shall be deemed sufficient if mailed to the mailing address of the member on file with the Board.

ARTICLE X

CREATION OF NEW POSITIONS

1. If the Board creates a new administrative or supervisory position during the term of this Agreement, the terms

and conditions of employment of a person to fill such position shall be governed by this Agreement.

2. The compensation for such a new position shall be established by the Board of Education.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

The Board shall provide monies each year of this Agreement for the purpose of enabling members selected by P.A.C. to attend professional meetings, conferences, and workshops to improve and broaden the professional competence of the members. Notification of proposed attendance at such professional meetings, conferences or workshops shall be given to the Superintendent or his designee at least 30 days prior to the commencement of such event. The time spent in attendance at such conferences, including travel time, shall not be counted as vacation time, holiday time, or personal leave time, but will be treated in all respect as part of the normal performance of duties during the work year.

ARTICLE XII

GRIEVANCE PROCEDURE

1. Purpose:

It is the policy of the parties that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

2. Definitions:

- a. "Grievance" is a claim by a member or group of members based upon any event or condition affecting position on salary schedules, welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misappropriation or inequitable application of law, rules, or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices, or customs of the Board and Administration during the term of this Agreement.
- b. An "Aggrieved Party" is the member or group of members who submit a grievance or on whose behalf a grievance is submitted, or P.A.C.

3. Submission of Grievances:

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the parties, and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged event(s) or condition(s) constituting the grievance existed, and, if known, the identity of the person responsible for causing such event(s) or condition(s) and a general statement of the grievance and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived, unless it is submitted within thirty (30) days after the aggrieved knew or should have known of the event(s) or condition(s) on which it is based.
- d. (1) A member or group of members may submit grievances which affect them personally, and submit such grievances to the Superintendent of Schools.
(2) P.A.C. may submit any grievance. It shall be submitted directly to the Superintendent of Schools. By agreement of P.A.C. and the Superintendent, any grievance may be submitted directly to

arbitration.

4. Grievance Procedure:

- a. The Superintendent or his designated representative shall, upon request from P.A.C., confer with the aggrieved parties with respect to the grievance, and shall deliver to the aggrieved parties a written statement of his/her position with respect to it, no later than two (2) weeks after it is received.
- b. In the event the member or Association is not satisfied with the statement of the Superintendent with respect to a grievance, it may, within thirty (30) days after receiving such statement, refer the grievance to arbitration. The arbitrator shall be selected from lists provided by, and in accordance with the rules promulgated by, the Public Employment Relations Board of the State of New York.

5. Arbitration:

- a. The arbitrator's decision will be in writing and will set forth findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add or detract from the provisions of the Agreement.
- b. The cost for the service of the arbitrator will be borne equally by the School Board and P.A.C.

ARTICLE XIII

NEGOTIATION PROCEDURE

1. Negotiation for a successor agreement shall be commenced at any time upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than November 1, nor later than December 1, except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other at least one (1) week prior to the first meeting.
2. Following the initial meeting, such additional meetings shall be held until the parties reach an agreement, or until an impasse is reached.
3. In the event that impasse is reached, the procedures of Section 209 of the Civil Service Law with respect to mediation and fact-finding are utilized to solve the disputes, and further, in the event that said mediation and fact-finding fail to resolve the dispute, then, and in that case, those items still in dispute between the parties shall be submitted to arbitration pursuant to Part 205.3 of the Rules and Regulations of the Department of Civil Service. The decision of the arbitrator shall be final and binding, and constitutes the contract between the parties with respect to the issues so decided.

ARTICLE XIV

NO-STRIKE PLEDGE

1. The Board and P.A.C. recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and P.A.C. therefore, subscribe to the principle that the differences between them shall be resolved without interruption of the educational program of the District.
2. P.A.C. affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such strike.

ARTICLE XV

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 XVI

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 XVII

OFFICIAL PERSONNEL FILE

1. Derogatory material relative to an Administrator's conduct, service, character, or personality shall not 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 Superintendent's designee within sixty (60) calendar days of its discovery or its occurrence, whichever is later, may not be later added to the file.
2. 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 Superintendent's designee shall acknowledge that he/she has examined such material by immediately affixing the date and his/her signature on the Administrator's response. Such signature does not necessarily indicate agreement with the Administrator's reply. Inaccurate and/or incorrect material will be immediately removed from the file.
3. Non-specific and/or anonymous complaints or material shall not be included in an Administrator's file.
4. 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.
5. Only material in the official personnel file may be used in any disciplinary action by the District.
6. 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.
7. 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.

8. 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 and may only be reviewed by members of the Board as a personnel issue when the Board acts in its official capacity.

ARTICLE XVIII

REDUCTIONS IN FORCE

1. All layoffs, bumping and recall caused by district actions on positions covered by the Council shall be done in accordance with §3013 of Education Law as amended.

APPENDIX A

BOCES Health Insurance Consortium Program.

ELIGIBILITY

1. New employees will be eligible for enrollment on the first day of the month in which service is first rendered, if that date of service is prior to the 15th of the month. If the first date of service is the 15th of the month or after, enrollment will be effective the first day of the following month. Thereafter, enrollment dates will be July 1 and January 1.
2. Employees who work 20 or more hours per week on a regular basis will be eligible to enroll, in accordance with the procedures in item 1 above.
3. If an employee is covered by BC/BS under a spouse's policy through another agency, plan or group, and that coverage terminates, the employee can transfer to this group immediately.
4. If an employee is covered in a group other than BC/BS, and the employment of the spouse is terminated, a letter of termination is required before enrolling the employee in this group. Procedures in item 1 above would be followed.
5. Persons accepting employment after 7/1/76 will be required to satisfy 10 years' service with this District in order to be eligible to continue coverage in retirement.
6. An employee on leave without pay may continue coverage with this group, providing he remits the full premium during the period of such authorized leave.
7. Employee and spouse, upon attaining age 65, will be reimbursed Medicare premiums on a quarterly basis.
8. In the event of the death of the employee, the spouse may continue with the program if he/she pays full premium, and the employee had 10 years' service with the District. In any case, the first three months following the month in which death occurs, will be provided at no cost to the surviving spouse.

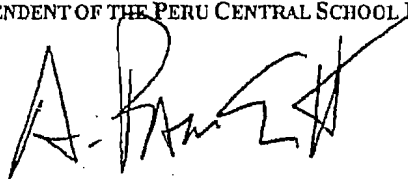
DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2005 through June 30, 2009, with negotiations to start no later than February 1, 2009, for the 2009-10 school year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 16 day of Nov, 2005.

SUPERINTENDENT OF THE PERU CENTRAL SCHOOL DISTRICT

BY: _____



PERU ADMINISTRATORS' COUNCIL

BY: _____



