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#### **Contract Database Metadata Elements**

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AD/10645

**AGREEMENT**

**between the**

**SUPERINTENDENT OF SCHOOLS**

**of the**

**LITTLE FALLS CITY SCHOOL DISTRICT**

**and**

**LITTLE FALLS ADMINISTRATORS ASSOCIATION**

**July 1, 2004 to June 30, 2007**

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**ARTICLE I**

**PREAMBLE**

This agreement is entered into by and between the Superintendent of Schools of the Little Falls City School District and the Little Falls Administrator's Association and will be effective from July 1, 2004 to June 30, 2007.

**ARTICLE II**

**RECOGNITION**

The District hereby recognizes the Association as the exclusive bargaining agent and representative for all certified administrators currently acting in that capacity in the District, for the maximum period provided by law, excepting the Superintendent of Schools and Business Manager.

**ARTICLE III**

**NEGOTIATION PROCEDURES**

A. During the year of expiration of this Agreement, either party may reopen negotiations for a successor agreement by notifying the other party in writing. Such notification must be submitted no later than February 1 and must include a listing of those items being reopened.

B. During negotiations, the parties agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. If the parties have not reached agreement by May 1, either party may request the New York State Public Employment Relations Board for assistance. Such assistance will be governed by the provisions of Section 209 of the Civil Service law.

C. Neither party in any negotiations shall have any control over the selection of the negotiators or negotiating representatives of the other party and each party may select its representative from within or outside the School District. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider more proposals and reach compromise in the course of negotiations. No final agreement shall be executed without ratification by the parties.

**ARTICLE IV**

**SALARIES**

**2004-2005:** Each member of the bargaining unit will receive a 4.125% salary increase on their base salary. Each eligible member of the bargaining unit will receive 50% of their retroactive longevity payment to establish a new base salary.

**2005-2006:** Each member of the bargaining unit will receive a 4.125% salary increase on their base salary. Each eligible member of the bargaining unit will receive 50% of their retroactive longevity payment to establish a new base salary.

**2006-2007:** Each member of the bargaining unit will receive a 4.125% salary increase on their base salary.

**Longevity Payment**

For the duration of this contract, the District will offer a longevity payment of \$15,000 which will be made to any administrator who has 20 years of service as an administrator in the Little Falls City School District. The payment of \$15,000 will be divided equally in each of the first two years of the contract at \$7,500 per year..

**ARTICLE V**

**INSURANCE**

**1. Health Insurance**

**Hospitalization**

The District agrees to pay 100% of the premium cost for retirees from the Little Falls City School District and their dependents. The members of the bargaining unit will contribute as follows:

<u>Year</u>	<u>Family Plan</u>	<u>Individual Plan</u>
2004-2005	\$600.00	\$500.00
2005-2006	\$600.00	\$500.00
2006-2007	\$600.00	\$500.00

In addition, changes to the Blue Cross/Blue Shield Plan will be as follows:

Year 2004-2005

Prescription Drug Co-pay will be \$0 for mail order, \$5 for generic and \$10 for name brand.

Deductible under the current plan will be \$200 individual and \$300 family

Year 2005-2006

Prescription Drug Co-pay will be \$0 for mail order, \$10 for generic and \$20 for name brand. Deductible under the current plan will be \$300 for individual and \$400 for family

Year 2006-2007

Prescription Drug Co-pay will be \$0 for mail order, \$10 for generic and \$20 for name brand. Deductible under the current plan will be \$300 for individual and \$400 for family

## **2. Dental**

The District agrees to pay 100% of the premium cost for members of the bargaining unit and their dependents for basic and supplemental basic coverage under Blue Cross/Blue Shield Dental Plan A, effective July 1, 1981.

## **3. Death Benefits**

### **3. Death benefits**

The District will provide \$50,000 of term life insurance for each member of the bargaining unit.

4. The District agrees to continue paying existing benefits for retired members and their eligible dependents. The benefits are to be the same as the benefits now in place for retired members. Beginning with new hires for 1994-95, the health and dental benefit will not continue for their dependents upon the death of the member.

## **ARTICLE VI**

### **LEAVES**

1. Leave per year for personal sickness, immediate family illness, or physical disability of the administrators: one day per month of annual employment; no limit to accumulated leave. Accumulated leave recorded as of termination of school year to be credited to cumulative sick leave.

A doctor's certificate may be required for more than three days consecutive sick leave.

## **2. Other Leave**

- A. Administrators will receive full pay for three days per year for personal reasons, not deductible from sick leave. Unused days will be accumulated to sick leave. Unless an emergency arises, a forty-eight hour notice in advance shall be given to the Superintendent.
- B. Five school days per year, non-cumulative, for death of immediate member of the family. Two of the five days are nondeductible from sick leave. Immediate members of the family shall include mother, father, husband, wife, grandmother, grandfather, grandchildren, son, daughter, sister, brother, father-in-law and mother-in-law.
- C. Two days per year, non-cumulative deductible from sick leave, for the death of a nonmember of the immediate family. In the instance of a death within a fifty mile radius of Little Falls, only one day will be granted.
- D. Jury duty not charged as other leave; not deductible from sick leave. The amount of monies paid by the court, less mileage allowance, shall be refunded to the District with no loss of pay to the Administrator.

## **3. Sick Day Bank**

- A. When an administrator uses all of his or her accumulated sick leave on a serious illness or accident, sick days may be transferred from other members on a volunteer basis.
- B. The District agrees that administrators be reimbursed for unused sick leave at the rate of \$50.00 upon retirement from the District.
- C. The Association President shall have the responsibility of contacting the members in each case of need and will cooperate with the Business Manager in this matter. In any case, the responsibility of implementing this program lies with the Association and the Superintendent of Schools.

Absences for purposes other than in paragraphs A and B require the advance approval of the Superintendent of Schools and are deductible. The deductible rate per day is 1/220th of the annual salary.

4. Before the 1st of November in each school year the Business Manager shall transmit to each member a list of accumulated sick days in effect at the beginning of the school year. If there is no disagreement within thirty days, the tally is assumed to be correct.

5. Additional leaves for reasons other than those covered by this Agreement or which exceed the limits of any provision herein may be granted for good and sufficient reason at the sole discretion of the Board of Education.

6. Child care leaves will be granted without pay for up to four full semesters upon request. During the third and fourth semester of any such leave, an administrator who wishes to retain the family coverage must pay the difference between the single and family coverages costs of all insurance.

## 7. Sabbatical Leave

Administrators presently covered by this contract and matriculating in an advanced program or other activity, subject to the approval of the Superintendent and the Board, may be granted sabbatical leave of absence.

One year or one half for study, travel or research, subject to the following conditions:

- A. Applications for sabbatical leave shall be submitted to the Superintendent on or before January 1st if it is to be effective in September, and on or before May 1st if it is to be effective at mid-year. The Superintendent will notify the applicant of the action taken on such leave applications no later than April 1st and August 1st respectively.
- B. Sabbatical leave shall be granted only to administrators who have served at least seven years in the District. A second and third such leave shall not be authorized until administrator shall have reestablished eligibility by serving another period of seven years.
- C. Compensation for administrators on sabbatical shall be guaranteed as follows: one year leave with half pay; or one half year leave at full pay at the salary they would have received if they had remained on active duty with the District.
- D. Prior to granting a sabbatical leave, an administrator shall enter into a written agreement with the Superintendent, that upon termination of such leave, the administrator will return for a period of one year, and that in default of completing such service, the administrator shall refund to the School District an amount equal to such portion of the salary received by the administrator while on such leave.



E. The Superintendent agrees to consider qualified candidates to take sabbatical leave each school year. The criteria for selection of said candidates is as follows:

1. Availability of qualified substitutes
2. Benefit to District
3. Benefit to individual
4. No previous sabbatical leave
5. Order of application
6. Seniority

F. Selection shall be made by the joint decision of the Superintendent and the Board.

8. Whereas, the District and the Association have a mutual desire to implement a non-elective employer (403(b) contribution, the following points are agreed to:

a. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1 or later, and who avail themselves to the District's negotiated retirement incentive and and/or payment for accumulated leave days.

b. The contribution will be placed into a 403(b) program of the unit member choosing, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.

c. The District will remit the contribution within thirty (30) days, following the retirement date.

d. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.

e. For the 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.

In the event that the contribution exceeds acceptable contribution limits, the employer agrees:

1. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,

2. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### 1. Purpose

It is the desired objective of the parties to encourage the prompt resolution of grievances as they arise. The procedure is intended to provide an orderly procedure for the resolution of such grievances and may be utilized without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in later grievance proceedings.

#### 2. Definitions

- A. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of any existing contract laws, rules, procedures, regulations, administrative orders and work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to administrators or supervision of administrators.
- B. "Days" shall mean school days as designated on the current school calendar and for the period for July 1 to August 31, week days when the District office is open.
- C. "Aggrieved" shall mean any person or group of persons in the bargaining unit to which this Agreement applies or the Association.

#### 3. Grievance Submission

- A. Before submission of a written grievance, the aggrieved must attempt to resolve it informally with the immediate superior (except as indicated in 3 (B) following next.
- B. Grievance having District-Wide application may be submitted directly at the Superintendent's level by the Association's grievance committee.
- C. The Association may submit any grievance.
- D. A grievance shall be deemed waived unless it is submitted, in writing, within ten (10) days after the aggrieved party know of, or should have known of, the events or conditions on which it is based.
- E. Each grievance shall be submitted, in writing, on a form approved by the chief school administrator and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the

place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

#### **4. Procedures**

##### **Step 1**

The Superintendent shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Superintendent or if no response is received within one calendar week after the submission of the grievance, such aggrieved party may submit a copy of the grievance to the grievance committee of the Association.

##### **Step 2**

If the aggrieved is not satisfied with the determination of a grievance at Step 1, he/she may within ten days of the response by the Superintendent, or within ten days of the time such response was due, submit the grievance, in writing, to the Board of Education for review and determination.

##### **Step 3**

The Superintendent or his designee shall meet with the aggrieved and his representative (if the aggrieved desires a representative) at a reasonable time and place designated by the Superintendent within five days after the presentation of the appropriate appeal documents to the Superintendent's office. Such meetings shall be an attempt to resolve the grievance.

Within ten days after such a meeting or meetings, the Superintendent or his designee, after consultation with the Board of Education, shall make a decision in writing, setting forth his conclusions with respect to the grievance, and setting forth his reasons for such conclusion. A copy of such decision shall be given to the aggrieved and the Association.

##### **Step 4**

A. In the event the Administrator and/or Association are not satisfied with the decision at Step 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within thirty (30) work days from the receipt of the decision at Step 3.

B. Within twenty (20) work days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the areas of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The selected arbitrator will hear the matter promptly and will issue a decision within a reasonable time following the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

E. The decision of the arbitrator shall be final and binding upon all parties.

F. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Little Falls City School District and the Association.

## ARTICLE VIII

### ADMINISTRATOR EVALUATION PROCEDURES

1. Annual evaluation conferences shall be held between the Superintendent and each Administrator. The Superintendent may designate a line authority administrator to conduct the conferences for administrators under his/her direct supervision. The first such conference shall address goals and objectives for the year, to be submitted in writing by each administrator. A second conference shall be evaluative in nature, with said evaluation to include, but not be restricted to, the evaluator's response to the stated goals and objectives. The evaluative conference shall take place prior to June 15 of said year.

2. Written evaluations shall be signed by the Administrator and the Superintendent, or his/her administrative designee, as noted in 1., above. Both parties recognize that the administrator's signature does not necessarily indicate agreement with the report. The administrator shall have the right to submit to the Superintendent a signed written rebuttal to the annual evaluation report within thirty (30) days of the conference date. This rebuttal will be attached to the evaluation report and placed on file in the administrator's personnel file.

## ARTICLE IX

### VACATIONS

During the first year of employment and each year thereafter, the Administrators covered under this policy shall be allowed twenty (20) days of vacation per school year.

The above mentioned days shall apply only to administrators employed for twelve (12) months.

A new employee must work for at least three (3) months before any vacation days are used. A new employee may, however, borrow vacation days during the three month period, with the stipulation that if employment were to be terminated by either party the employee would be bound to pay back the vacation days through withholding of salary equivalent to 1/220th of the annual salary at the final paycheck for any day borrowed.

The District agrees that accrued vacation time earned during the current school year may be carried over to September 1 of that year. Any unused vacation leave will be converted to accumulated sick leave. The administrator will notify the District of his or her desire to convert such vacation in writing after receiving their annual leave statement and prior to September 1 of each school year.

There shall be no compensation for unused vacation days.

If the employee resigns or retires during a school year, he/she shall be entitled to vacation days proportionate to the percentage of the school year up to the last day of work for the District, and payment shall be made at the defined daily rate of pay for the current school year.

## ARTICE X

### EMERGENCY CLOSINGS

Covered employees will be excused, without penalty, for up to five (5) emergency closing days during the school year.

## ARTICLE XI

### HOLIDAYS

During the first year of employment and each year thereafter, the administrators covered under this contract shall be entitled to the following holidays:

- |                           |                               |
|---------------------------|-------------------------------|
| 1. Independence Day       | 9. Day before New Year's Day  |
| 2. Labor Day              | 10. New Year's Day            |
| 3. Columbus Day           | 11. Martin Luther King Day    |
| 4. Veteran's Day          | 12. President's Day           |
| 5. Thanksgiving Day       | 13. Good Friday               |
| 6. Day after Thanksgiving | 14. Easter Monday             |
| 7. Day before Christmas   | 15. Memorial Day              |
| 8. Christmas Day          | 16. Floating Holiday(s) -CSEA |

If for any reason the administrators covered under this contract are required to work on any holiday, compensatory time off shall be granted to be taken during the same school year with the approval of the Superintendent.

## **ARTICLE XII**

### **PROFESSIONAL DEVELOPMENT**

1. The District agrees to pay two (2) professional association dues of each member of the Association. Said organizations are subject to the approval of the Superintendent and may not be affiliated with L.F.A.A. collective bargaining.
2. Both parties recognize that professional growth is vital for the individual administrator as well as for an effective educational program. With this in mind, the district agrees to set aside monies for each administrator to be used for their professional growth. Said professional growth opportunities are subject to the approval of the Superintendent and may not be affiliated with L.F.A.A. collective bargaining.

## **ARTICLE XIII**

### **ADMINISTRATOR PROTECTION**

1. Whenever an administrator is absent as a result of personal injury caused by an unprovoked assault occurring in the course of his/her employment, the District will replace annual or accumulated sick leave consumed.
2. To the extent required by Section 3023 of the Education Law, the District will provide indemnification and legal representation to administrators against lawsuits for negligence, accidental bodily injury, or property damage, providing the administrator was acting in the discharge of his/her duties within the scope of employment.

The District will provide an attorney or pay the attorney's fees to the extent required by Section 3028 of the Education Law for administrators in either civil or criminal actions arising out of disciplinary action taken against any student of the District, provided the administrator was discharging his/her duties within the scope of employment when the disciplinary action took place.

The administrator must, however, within ten (10) days of service of a summons, complaint, or other legal paper, deliver the original or a copy thereof to the District Clerk.

3. Complaints by staff members, parents of students, students, community organizations or other interested parties, which are directed towards an administrator shall be called to the administrators' attention as soon as possible.

4. No material shall be placed in any file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material. The administrator will also have the right to submit a written answer to the material and his/her answer shall be reviewed by the Superintendent, initialed by him/her, and attached to the file copy.

5. Non-specific and/or anonymous complaints or material shall not be placed in an administrator's personnel file.

6. An administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained in it. An administrator shall be entitled to have a representative of the Association accompany him/her during the review. The administrator's review must take place on a working day, except by mutual consent.

7. Complaints received by the Board of Education regarding an administrator's professional performance will be discussed in Executive Session.

## ARTICLE XV

### TERMS AND CONDITIONS OF EMPLOYMENT

1. Regular Work Day - unless otherwise approved by the Superintendent

A. 180 calendar days of instruction: Arrival no later than 8:00 a.m.;  
Departure no earlier than 4:30 p.m.

B. All other days: each administrator will work 6.5 hours exclusive of a meal break.

2. It is expected that administrators will devote substantial hours in addition to the regular school day, without additional compensation; including, but not limited to: supervision at school functions, meetings with parents, meetings with shared decisions making teams and other functions associated with their employment.

3. It is expected that administrators will be attired for professional representation with the public at all times during the regular work day.

## ARTICLE XVI

### LEGISLATIVE ENACTMENT

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE 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 XVII**

**NO STRIKE PLEDGE**

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

**ARTICLE XVIII**

**SEPARABILITY CLAUSE**

If any provision of this Agreement shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



**ARTICLE XIX**

**DURATION**

This Agreement made and entered into by and between the Superintendent of Schools and the Little Falls Administrators Association is effective July 1, 2004 and will continue in force and effective through June 30, 2007.

In witness whereof, the parties hereto execute this Agreement as of the day and year first above written.

\_\_\_\_\_  
William A. Gokey  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Louis J. Patrei  
Little Falls Administrators' Association

\_\_\_\_\_  
Date