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AD/547A

Collective Bargaining Agreement

by and between the

Liverpool Central School District

and the

Liverpool Administrators Association

January 1, 2005 - December 31, 2007



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PREAMBLE

The Liverpool Central School District, hereinafter referred to as the "District", and the Liverpool Administrators Association/School Administrators Association of New York State (SAANYS), hereinafter referred to as the "Association", declare that it is our mutual goal and function to strive for the finest possible education for the children of the Liverpool Central School District. We agree that this interest is best advanced in an atmosphere of harmony and cooperation between the District and the Association. It is toward this end, with mutual respect for the rights and responsibilities of the other and in continuation of the cooperative relationship between the parties hereto, that the District and the Association enter into this collective bargaining agreement.

ARTICLE I

AGREEMENT SCOPE

- §1.1 This Agreement constitutes the entire agreement between the District and the Association.
- §1.2 This Agreement may be amended solely by further written agreement between the parties. A party desiring amendment will notify the other in writing, setting forth the proposed amendment. The other party shall not be obligated to discuss or negotiate concerning such proposed amendment during the term of this contract.

ARTICLE II

RECOGNITION

- §2.1 The District, pursuant to the provisions of Article 14 of the Civil Service Law, hereby recognizes the Association as the exclusive bargaining agent and representative for all members in the bargaining unit for the maximum period provided under the applicable statutes.
- §2.2 It is mutually agreed that the bargaining unit shall include all titles listed on Appendix I, attached. ("Administrator")
- §2.3 If a new Administrative position requiring certification is created by the District during the term of this Agreement and the job description of said position is substantially the same as one already in the bargaining unit, said position shall be included in the definition of Administrator and added to Appendix I. If the District wishes to create a new administrative position, eliminate a current administrative position, or change the existing duties to a current administrative position, the Superintendent or his/her designee will consult with the President of the Association or his/her designee. Some of the areas that will be considered will be salary, job description, work year, and immediate supervisor.
- §2.4 The Association affirms that it does not assert the right to strike, to assist or participate in any strike, nor to impose an obligation to conduct, assist or participate in any strike, slow-down, or work stoppage.
- §2.5 Full-time Administrators in place on the effective date hereof shall not be laid-off.

ARTICLE III
ASSOCIATION RIGHTS

- §3.1 Membership in the Association shall be voluntary, and the District agrees that there will be no discrimination, interference, restraint, or coercion against any Association member by reason of membership and/or activity in the Association's business.

ARTICLE IV
GRIEVANCE PROCEDURE

§4.1 **Declaration of Purpose:**

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

§4.2 **Definitions:**

- 4.2.1 "Grievance" shall mean any claimed violation, misinterpretation of the contract, or the inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the District which relates to or involves Administrators' health or safety, physical facilities, materials or equipment furnished to Administrators or supervision of Administrators; provided, however, that such term shall not include any matter involving an Administrator's rate of compensation, retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
- 4.2.2 "Immediate Supervisor" shall mean any Immediate Supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the chief executive officer.
- 4.2.3 "Superintendent" shall mean the Superintendent of Schools or other person appointed to act on his behalf.
- 4.2.4 "Grievant" shall mean any person or group of persons in the bargaining unit filing a Grievance.
- 4.2.5 "Party in Interest" shall mean the Liverpool Administrators Association/School Administrators Association of New York State and any party named in a Grievance who is not the Grievant.
- 4.2.6 "Grievance Committee" is the executive board of the Association or a committee duly constituted by the Association to handle its Grievances.
- 4.2.7 "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of Grievance hereunder.

4.2.8 "Work Day" shall mean an Administrator's Work Day which normally shall be 8 hours a day (5 days per week) plus such additional time as, in the judgment of the Administrator, the Immediate Supervisor or the Superintendent, is necessary to effectively perform required duties.

§4.3 Procedures:

- 4.3.1 All Grievances are required to be in writing and shall include the name and position of the Grievant, the identity of the provision of law, this Agreement, policies, etc., involved in the said Grievance, the time when and the place where the alleged events or conditions constituting the Grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the Grievant, and a general statement of the nature of the Grievance and the redress sought by the Grievant.
- 4.3.2 Except for informal decisions at Stage 1(i), all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the Administrator and the Association.
- 4.3.3 If a Grievance affects a group of Administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 4.3.4 The preparation and processing of Grievances, insofar as is practicable, shall not be conducted during the hours of employment, except that the informal phase shall be conducted during the hours of employment. During the informal phase, the Administrator shall avoid interruption of classroom activity and involvement of pupils.
- 4.3.5 The District and the Association agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications and records concerning Grievances.
- 4.3.6 At all Stages of the Grievance Procedure, except for Stage 1(i), Grievant shall have the right to confront and cross-examine all witnesses.
- 4.3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by either party or any other participant in the Grievance Procedure or any other person by reason of such Grievance or participation therein.
- 4.3.8 The form for filing Grievances is annexed to this Agreement as Appendix IV. The District and the Association will jointly develop forms for serving notice, taking appeals and making reports and recommendations, and other necessary documents. The Superintendent shall then have them printed and distributed so as to facilitate the operations of the Grievance Procedure.
- 4.3.9 All documents, communications and records dealing with the processing of a Grievance shall be filed separately from the personnel files of the Grievant.

- 4.3.10 If any provision of the Grievance Procedure or any application thereof to any Administrator or group of Administrators in the bargaining unit shall be finally determined by any court to be contrary to law, then such provisions of applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 4.3.11 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written Grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written argument and briefs considered at all levels other than Stage 1(i) and all written decisions at all Stages. Official minutes, if requested by either party, shall be kept of all proceedings at Stage 4 with expenses thereof shared by the District and Association. A copy of such minutes shall be made available to the parties promptly after the conclusion of hearing at Stage 4. The Official Grievance Record shall be available for inspection and/or copying by the Grievant and the District, but shall not be deemed a public record.

§4.4 Time Limits:

- 4.4.1 Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.4.2 A written Grievance shall be submitted within 20 Work Days after the Administrator knew of the act or condition upon which the Grievance is based or said Grievance will be deemed to have been waived.
- 4.4.3 If a decision at one Stage is not appealed to the next Stage of the Procedure within the time limit specified, the Grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.4.4 Failure, at any Stage of the Grievance Procedure, to communicate a decision to the Grievant and the Association within the specified time limit shall permit an appeal to the next Stage of the Procedure within the time which would have been allocated had the decision been communicated by the final day.
- 4.4.5 In the event a Grievance is filed on or after June 1, every effort will be made to settle the Grievance by June 30.

§4.5 Stages:

4.5.1 Stage 1: Immediate Supervisor

- (i) An Administrator having a Grievance shall, within 5 Work Days of the act or condition upon which the Grievance is based, discuss it with the Immediate Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Immediate Supervisor will confer with all Parties In Interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of such Party In Interest with whom consultation has been had without the Grievant or the representative present.

- (ii) If the Grievance is not resolved informally, it shall be reduced to writing and presented to the Immediate Supervisor within 10 Work Days after the Administrator knew of the act or condition upon which the Grievance is based. Within 5 Work Days after the written Grievance is presented, the Immediate Supervisor shall, without any further consultation with the Grievant or any Party In Interest render a decision therein, in writing, and present it to the Administrator and the Association.
- (iii) An Administrator with more than one Immediate Supervisor shall not be deemed to have waived the right to Grievance in the event that it is presented to an Immediate Supervisor later determined to have been improper.

4.5.2 Stage 2: Superintendent

- (i) If the Administrator initiating the Grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this Grievance Procedure, the Administrator shall, within 5 Work Days, present the Grievance to the Association's Grievance Committee for its consideration, and the Association shall notify the District.
- (ii) If the Grievance Committee decides to proceed, it will file a written appeal of the decision at Stage 1 with the Superintendent within 10 Work Days after the Administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (iii) Within 5 Work Days after receipt of the appeal, the Superintendent shall hold a hearing with the Administrator and the Grievance Committee or its representative and all other Parties In Interest.
- (iv) The Superintendent shall render a decision in writing to the Administrator, the Grievance Committee and its representative, within 5 Work Days after the conclusion of the hearing.
- (v) In the event that the Immediate Supervisor of a given Administrator is the Superintendent, Stage 2 hereunder shall not be used and, if the Grievance goes on, it shall proceed directly to Stage 3.
- (vi) In the event that the Immediate Supervisor of a given Administrator is an Administrator, the written Grievance called for at Stage 1 (ii) shall be presented directly to the Superintendent at Stage 2 and Stage 1 (ii) and (iii) shall be omitted.

4.5.3 Stage 3: Board of Education ("Board")

- (i) If the Administrator and the Grievance Committee are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board within 10 Work Days after receiving the decision at Stage 2. The official Grievance record maintained by the Superintendent shall be available for the use of the Board.
- (ii) Within 10 Work Days after receipt of an appeal, the Board or its designated representatives shall hold a hearing on the Grievance. The hearing shall be conducted in executive session.
- (iii) Within 10 Work Days after the conclusion of the hearing, the Board shall render a decision, in writing, on the Grievance.

4.5.4 Stage 4: Arbitration

- (i) After the decision at Stage 3, if the Administrator and the Grievance Committee are not satisfied with the decision, the Grievance Committee may submit the Grievance to arbitration by written notice to the Board, which shall contain the Grievant's endorsement thereon, within 10 Work Days of receipt of the decision at Stage 3.
- (ii) For a period of 10 Work Days after receipt of the written demand for Arbitration, the Association and the District shall attempt to agree on selection of an Arbitrator. If agreement cannot be reached within this period, then within 5 Work Days thereafter, either party, forwarding a copy of the demand for arbitration to the American Arbitration Association, will make a request for a list of Arbitrators to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association governing the selection of the Arbitrator and the entire arbitration process.
- (iii) The selected Arbitrator will hear the matter promptly and will issue a decision no later than 14 calendar days from the date of closing of the hearing or, if oral hearings have been waived, then 14 calendar days from the date that final statements and proofs are submitted to him. The arbitrator's decision will be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue.
- (iv) The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement, nor add to, subtract from, or modify any of the provisions of this Agreement.
- (v) The decision of the Arbitrator shall be final and binding upon all parties.
- (vi) The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the District and the Association.

A R T I C L E V

O R G A N I Z A T I O N A L S T R U C T U R E

§5.1 Modification:

The Association shall be notified in writing thirty (30) days in advance of any proposed modification to the organizational structure of the District, which would result in an addition to, or reduction of positions represented by the Association except that abolishment of any position shall be done in accordance with Article VII hereof. The Association will then have the opportunity to react to such proposed modifications and to present a written response within twenty (20) days of receipt of such proposal.

§5.2 Supervisor:

Each Administrator will be assigned an Immediate Supervisor(s) to whom the Administrator will be directly responsible. The Supervisor(s) will be determined by the Superintendent. In certain instances, it may be necessary for a member to be assigned more than one Supervisor due to the nature of the duties of such position. The Association will have the opportunity to react by presenting a written response to such an assignment.

A R T I C L E V I

EVALUATION

§6.1 Evaluation:

An Administrator covered by this Agreement will receive a written evaluation on an appraisal document, a copy of which is attached hereto as Appendix III, from his/her Immediate Supervisor as outlined below. The Immediate Supervisor will review the evaluation form with the Administrator in a personal conference. Any written evaluation based on information supplied to the Superintendent or assistants by an "outside" source (parent, student, teacher, another Administrator or other person) shall divulge the source. Further, if disciplinary action is taken as a result of information from said outside source, the source must be divulged to the Administrator. Each Administrator will have the opportunity to attach a written response to the evaluation to be included in the personal folder.

§6.2 Evaluations shall be made as follows:

6.2.1 First 2 Years: twice a year, on or before the 3rd Friday in February, and August 30.

6.2.2 After 2 Years: once a year, on or before August 30.

A R T I C L E V I I

TERMINATION OF EMPLOYMENT

§7.1 Termination by the Administrator:

If the Administrator desires to terminate employment during the term hereof, the Administrator may do so upon not less than 1 month's written notice to the Superintendent. Said notice shall set forth the reason for the termination.

§7.2 Termination by the District:

If the District desires to terminate employment of the Administrator during the term hereof, it may do so for any of the following reasons:

7.2.1 Abolishment of Position

- (i) If the Administrator's position is abolished by the District, the Superintendent or the Superintendent's designated representative shall notify the Administrator of said abolishment in writing, by certified mail, return receipt requested, immediately subsequent to adoption of a resolution by the Board abolishing the said position ("Board Resolution").

- (ii) Termination through abolishment shall become effective on the date specified by the Board Resolution; provided, however, that said date shall not be earlier than one month from the date of its adoption.
- (iii) If the date of receipt of notice is less than 90 days before the effective date of the abolishment of the position, the Administrator shall receive 90 days compensation.

7.2.2 Other Termination

- (i) An Administrator serving on tenure or probation shall be terminated solely in accordance with the applicable provisions of the Education Law of the State of New York.

A R T I C L E V I I I

V A C A T I O N S A N D H O L I D A Y S

§8.1 **Vacation**

Administrators shall be entitled to paid vacation in accordance with Appendix I attached.

- 8.1.1 Earned vacation shall mean the vacation days accumulated during a given fiscal year.
- 8.1.2 Deferred vacation shall mean vacation days not used within the fiscal year in which they are earned.
- 8.1.3 An Administrator may select at termination of employment the option of payment for unused vacation time or the option to take the vacation time immediately preceding the termination of employment; provided, however, that the Administrator shall not be entitled to more than 40 days payment as vacation credited.
- 8.1.4 An Administrator shall earn paid vacation at the rate of one and two-thirds days per month. Accrual for less than one month shall be prorated. (For example, if an Administrator worked September 1 through September 20, the accumulation would be 20 divided by 30 x 1.67 = 1.1 days, which would be rounded off to the nearest full day - in this case, 1 day.) Weekends, holidays and time spent on paid leave other than Sabbatical, shall be considered as time worked for the purpose of this calculation.
- 8.1.5 The maximum vacation credit, posted or earned but not yet posted, shall be 50 days.
- 8.1.6 In the case of the death of an Administrator, payment for unused vacation credit, at the Administrator's current wage rate, shall be made to the Administrator's beneficiary as designated under the New York State Retirement System, unless the Administrator has designated some other beneficiary in writing with the Superintendent of Schools.

8.1.7 Subject to approval by the Superintendent, an Administrator may use vacation accrued during a given School Year as the same accrues. (For example, an Administrator who worked from July 1 through September 30 would be eligible to take five days as of the latter date.)

§8.2 Holidays

8.2.1 Administrators shall be entitled to observe the following legal holidays that fall within the Work Year:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Dr. Martin Luther King Day
Veterans Day	Presidents Day
Thanksgiving and Friday following	Good Friday
	Memorial Day

8.2.2 Holidays that fall on a Saturday shall be observed the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.

8.2.3 Twelve-month Administrators shall be entitled to three floating holidays per year to be taken during pupil vacation periods and to be scheduled with the approval of the immediate supervisor.

A R T I C L E IX

PERSONNEL FILE

§9.1 A personnel file for each Administrator shall be maintained by the District.

§9.2 Said personnel file shall contain records, reports, recommendations and correspondence between the Administrator and the District subsequent to employment. Such items shall be prepared in triplicate and a copy shall be distributed to each of the following: (1) Administrator; (2) Supervisor, (3) Personnel Office.

§9.3 An Administrator may inspect such personnel file upon request.

§9.4 Pre-employment and confidential information shall not be considered part of such personnel file.

§9.5 No complaint shall be placed in the Administrator's file without the Administrator's knowledge and an opportunity to make a written statement of explanation to be attached.

ARTICLE X

LEAVES OF ABSENCE WITH PAY

Any period of leave with pay shall be counted as time worked for the purpose of accumulating seniority while on tenure. Said period shall also count as time in service as a probationary employee for the purpose of determining eligibility for tenure; provided, however, that if the necessary time in service as a probationary employee is accumulated while on such a leave the probationary period shall be deemed to expire 120 days after the Administrator re-commences actual service in the District. Leave without pay shall not result in any such accumulation for either probationary/tenure purposes.

§10.1 Sick Leave

- 10.1.1 Each full-time Administrator will be credited with 1-1/2 days of sick leave for each month of employment without loss of pay (total days per year -18). Unused sick leave in any given year shall be accrued to an Administrator's credit up to 300 days. The District reserves the right to request a physician's certificate to justify usage of this sick leave privilege and to have the Administrator examined by the chief school physician at the District's expense.
- 10.1.2 Upon initial employment, each Administrator will be advanced a number of sick leave days which, added to those already earned through service to the District, will equal no fewer than 90. Accumulation of additional sick leave days will not occur until the Administrator has, through service to the District, earned those initially advanced.
- 10.1.3 In the event of a catastrophic disability or illness, upon exhaustion of accumulated sick leave, an Administrator who has been employed by the District for at least three years, shall be granted, upon request, ten (10) additional days of paid sick leave for each year of employment in the District to a maximum of 12.5 years (125 additional days).

§10.2 Professional Development

- 10.2.1 An Administrator may, with the prior approval of the Superintendent, attend workshops, seminars, conferences, or other professional improvement sessions. The District encourages such participation and will pay the reasonable expenses, including reasonable fees, meals, lodging, and transportation incurred by such Administrator.
- 10.2.2 In addition, an Administrator may, with the approval as stated above, attend such professional improvement sessions at his own expense. The District will pay each Administrator the regular salary while absent in connection with attendance at such sessions and will also pay all substitutes' salaries necessitated.
- 10.2.3 The Office of Professional Development will be responsible for the disbursement of funds. Effective January 1, 2005 the District shall make available \$37,000 to be used for professional development. Effective January 1, 2006 the District shall make available \$38,000. Effective January 1, 2007 the District shall make available \$39,000.

§10.3 Jury Duty

- 10.3.1 An Administrator required to serve on jury duty on a regular School Day shall receive regular salary for each day thereof less any compensation received for such jury service.

- 10.3.2 Expense allowances received in connection with jury service shall not be construed as compensation.

§10.4 Personal Leave

- 10.4.1 An Administrator shall, upon written notice to the Immediate Supervisor, in advance when possible, be allowed up to 6 days absence per Work Year without loss of pay to conduct emergency or personal business which requires the personal attendance of the Administrator and which cannot be scheduled during other than normal working hours. Personal employment interviews or conference attendance where the Administrator is representing a regional, state or national association as opposed to the District are not considered to be emergency or personal business absences.
- 10.4.2 It is the specific intent of the parties that the leaves provided in this section are not granted for the purpose of a "day off" or a holiday or to supplement a legal holiday or vacation. Abuse of this privilege shall be cause for appropriate disciplinary action.
- 10.4.3 Unused personal leave shall be added to the Administrator's sick leave credit at the end of each School Year.
- 10.4.5 Personal medical appointments may be charged against personal leave or sick leave.
- 10.4.6 In order to resolve any differences between the Administrator and Immediate Supervisors regarding the current interpretation of this section, either party may consult the Superintendent whose decision shall be final.

§10.5 Visiting Days

Visiting Days may be permitted with the consent of the Superintendent during the School Year if within the approved budget allocation.

§10.6 Other Absences

Absence on account of reasons other than those stated above will result in full loss of pay, unless otherwise determined by action of the Board upon an Administrator's written request to the Superintendent.

ARTICLE XI

SABBATICAL LEAVE OF ABSENCE

The following provisions shall govern the granting of sabbatical leave to be taken during the School Year following this contract year:

§11.1 Purpose

The purpose of a sabbatical leave shall be to improve the competency of an Administrator for service to the District.

§11.2 Application

Requests for sabbatical leave shall be submitted in writing by the applicant to the Superintendent before November 1st of the calendar year preceding the one in which the leave will be taken.

11.3 Qualifications

- 11.3.1 Service - The applicant must have been granted tenure in his/her current position and must have completed at least seven years of service in the District at the time the leave commences.
- 11.3.2 Academic - The applicant must possess at least a Master's Degree or an equivalent number of semester hours of graduate work. Under exceptional circumstances the Superintendent may recommend leaves to individuals who do not meet these academic requirements.
- 11.3.3 Suitability of Projects or Programs
- a) Projects or programs pursued under the sponsorship of a recognized bonafide foundation or agency will be considered as suitable subject to (1) above and approval of the Superintendent.
 - b) Decisions as to suitability of projects and programs not sponsored as above set forth shall rest solely with the Superintendent and shall be on the basis of consultation with the Administrator concerned, the institution, if any, where the work is to be carried on, and other qualified authorities in the proper field.
 - c) A sabbatical leave for the purpose of completion of advanced degree work at a recognized college or university shall be deemed suitable.
 - d) Travel approved by the Superintendent shall be deemed suitable.

§11.4 Limitations

- 11.4.1 No sabbatical leave shall be granted within five years of the completion of any previous sabbatical leave granted to the applicant.
- 11.4.2 One sabbatical leave of absence shall be granted to a qualified applicant in each calendar year.

§11.5 Stipend

Sabbatical leaves may be granted for either a half year or a full year. An Administrator on sabbatical leave shall receive one-half his/her regular annual compensation, whether the leave is for a half year or a full year. Compensation will be in accordance with normal day procedure under the Collective Bargaining Agreement in existence during the period of sabbatical leave.

§11.6 Guarantee of Continued Service

- 11.6.1 The recipient of a sabbatical leave must agree to remain in the employ of the District for at least one School Year following return from leave.
- 11.6.2 The recipient of a leave must agree, as a condition of accepting leave, that voluntary resignation prior to the expiration of the period carries with it the obligation of repayment of a prorated portion of the stipend as follows:
- a) An Administrator who resigns during or immediately following the completion of the leave shall repay 100% of the stipend paid.

- b) An Administrator who resigns during the course of the employment year following leave is obligated to repay a prorated portion of the stipend paid.

ARTICLE XII

LEAVE OF ABSENCE WITHOUT PAY

§12.1 Family/Child Rearing Leave

- 12.1.1 An Administrator may elect to request a leave without pay for child rearing or other family reasons. Such leave should be requested at least 30 days in advance, if possible, of the anticipated starting date, and may be extended for a maximum of one School Year beyond the School Year in which it is requested.
- 12.1.2 While on leave, the Administrator shall have the option of continuing in the District's retirement and insurance programs by paying the cost of such participation.
- 12.1.3 An Administrator returning from leave will be returned to the previously held position or a comparable position, if such position exists at that time. An Administrator planning to return from such leave shall notify the District no later than June 1 of intent to return during the coming School Year.

§12.2 Peace Corps, Vista, Job Corps, Teacher Corps

- 12.2.1 Leave of absence without pay shall include teaching in such public organizations as the above with a 2-year limit, with the stipulation that such leave of absence be granted only to an Administrator who has served the District for a minimum of 5 years.
- 12.2.2 An Administrator granted such a leave shall return at no less than the salary he was receiving at the time the leave commenced.

§12.3 Exchange Teaching

Any Administrator may apply for participation in an exchange program such as the Education Exchange Program of the United States Department of Health, Education and Welfare or the United States Office of Education. The determination of how many and which Administrators shall participate in such program shall rest with the Superintendent. An Administrator's tenure, when participating in such a program, shall operate as it does when an Administrator takes Military Leave.

§12.4 Academic Leave

- 12.4.1 Academic leave shall be leave without pay for purposes identical with those governing sabbatical leave.
- 12.4.2 Application must be made by April 1 under the procedures given for Sabbatical Leave.
- 12.4.3 Academic leave may be recommended by the Superintendent regardless of the term of service, subject to the approval of the Board.

ARTICLE XIII
GROUP INSURANCE

§13.1 Health and Medical Insurance:

- 13.1.1 The District shall continue in effect its presently carried health, major medical and life insurance plans including the \$0/\$1.00 co-pay prescription drug rider.
- 13.1.2 The District shall contribute 90% of the premium for a participating Administrator's coverage and 85% of the premium for a participant's dependents' coverage.
- 13.1.3 HMO Premiums

The District's contribution to Health Maintenance Organization (HMO) premiums shall not exceed the dollar contributions which the District contributes to the basic health and major medical plans.

§13.2 Dental Insurance:

- 13.2.1 For each participating Administrator the District shall contribute 85% of the premium for a participant's coverage in a dental insurance program substantially equal in benefits to the Massachusetts Mutual Dental Reasonable and Customary Plan A (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of \$1,500.
- 13.2.2 For each participating Administrator, the District shall contribute 75% of the premium for a participant's dependents' coverage in a dental insurance program substantially equal in benefits to the Massachusetts Mutual Reasonable and Customary Plan A (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of \$1,500.
- 13.2.3 Orthodontia benefits, subsequently equal in benefits to the Class IV Massachusetts Mutual orthodontia program, shall be added to the dental insurance program for both Administrators and dependents at a 60% reimbursement rate, a \$2,000 lifetime maximum per individual, and a \$50 deductible. This maximum shall be over and above the \$1,500 annual maximum for other dental expenses.

§13.3 Dividends:

If a dividend is received from the health and medical insurance carrier at the end of the premium year, it shall be used to reduce the premium for the following year and contributions for the following year shall be computed on the net premium.

§13.4 Parity:

Any improvement in the District's group insurance program, which is put into effect by the District during the term of this agreement for any of its employees covered by collective bargaining agreements, shall automatically become applicable to Administrators.

§13.5 Retiree Insurance:

- 13.5.1 Upon retirement after five (5) years service to the school district, an Administrator may elect to continue participation in any aspect of the District's group insurance plans. Such Administrator shall be permitted to participate at the benefit level(s) and contribution rate(s) in place at the time said Administrator was last active.
- 13.5.2 Upon the death of a retired Administrator, the District shall continue to contribute to insurance premiums for the spouse of such retired Administrator for up to three (3) years. Thereafter, COBRA benefits may apply.

§13.6 Flexible Benefit Spending Plan

- 13.6.1 The District will offer and Administrators shall be eligible to participate in a Section 125 flexible benefit spending plan for categories I, II, III, and IV (payroll deduction insurance premium contributions, unreimbursed medical expenses, dependent care and non-payroll deduction insurance premiums).

A R T I C L E X I V

M I S C E L L A N E O U S

§14.1 Change of Administrative Regulations:

The Association shall be notified in writing within thirty (30) days in advance of any intent on the part of the District to change any policy or Administrative Regulation. The Association will then have the opportunity to react to such change and to present a written response within twenty (20) days of receipt of such policy or Administrative Regulation.

§14.2 Dues Deduction:

When authorized in writing, the District shall deduct from an Administrator's salary dues for a member of any professional organization or association, and the District shall promptly transmit such deductions to the authorized organization or association. Deductions will be equally distributed over at least ten (10) pay periods.

- 14.2.1 Administrators shall be reimbursed up to \$100 annually for dues paid to professional organizations other than the Association/SAANYS.

§14.3 Travel:

- 14.3.1 For purposes of recruitment and other required travel, Administrators charged with the responsibility for a trip shall have the option, with the agreement of the Superintendent, of using a district-owned vehicle, a private carrier, a rented vehicle or their own vehicles.
- 14.3.2 Administrators required to use personal automobiles for necessary travel shall be reimbursed at the I.R.S. rate in effect on July 1 of each fiscal year, or the highest rate per mile paid by the District for such travel which is in effect during the term of this agreement, plus the total costs of parking fees and tolls.

§14.4 Transfer:

The District shall not transfer an Administrator to a new building or assignment without prior consultation with the individual affected. Such transfer will be voluntary as far as possible.

§14.5 Legal Assistance:

If an Administrator covered under this Agreement is sued as a result of any action taken while acting in the responsible discharge of assigned duties within the scope of employment, legal assistance shall be afforded as provided for in the Education Law. The District further agrees to maintain, during the term of this Agreement, the current insurance coverage affording the same benefits, indemnifying Administrators in the event of suit.

§14.6 Work Year:

The normal Work Year for Administrators is set forth in Appendix I attached. The District reserves the right to establish the Work Year.

§14.7 Graduate Study:

14.7.1 Administrators who desire to take a credit-hour course offered by colleges for the express purpose of improving their professional value to the District as an Administrator, shall make written application to the Superintendent for approval.

14.7.2 Approval for such a course shall be at the discretion of the Superintendent and approval or disapproval shall be given to the applicant in writing on a copy of the application within ten (10) Work Days of its submission. Reimbursement for graduate study is limited to 12 graduate credits per calendar year.

14.7.3 Upon successful completion of such a credit-hour course, the Administrators shall be reimbursed by the District for their actual costs for tuition (in an amount not greater than the then current Syracuse University charges), student activity fees and lab fees, if any.

14.7.4 Tuition vouchers issued to an Administrator, whether used by the Administrator or not, shall be charged against his/her reimbursable expenses. Administrator-Transferees who use tuition vouchers will have their reimbursement reduced by the value thereof. Administrators who do not intend to use the tuition voucher issued to them are encouraged to transfer the voucher to another District Administrator who intends to make use of it.

14.7.5 To receive reimbursement, the Administrator shall submit to the District a written expense report with proper receipts attached together with evidence of satisfactory completion of the course.

14.7.6 Approved courses taken by an Administrator while on Sabbatical Leave are eligible for reimbursement hereunder.

§14.8 Non-Resident Tuition Waiver

The children of non-resident Administrators shall be permitted to attend school in the District at no tuition cost to them or their parents in accordance with the following:

- 14.8.1 No more than two administrators whose most recent date of employment is prior to July 1, 1984 shall be entitled to a waiver of non-resident tuition. Entitlement shall be determined by lot prior to May 1 of the school year preceding the school year enrollment will commence. Once entitlement has been granted, it shall continue for the duration of the period that the Administrator's children are enrolled in the District.
- 14.8.2 The tuition waiver is limited to tuition only and shall not be construed to compel or permit the District to provide pupil transportation, extraordinary supervision or any other service not ordinarily included within the basic educational program.
- 14.8.3 The waiver of tuition shall cease on the first day of the month following the Administrator's separation from employment.

§14.9 Agency Fee

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee-paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment as provided in §208 of the Civil Service Law.

§14.10 Biennial Medical Examination

The District shall reimburse Administrators one-half of the cost related to a biennial medical examination, to a maximum of \$100.

§14.11 Group Universal Life/Group 403B

- 14.11.1 The District will contribute \$3,200 annually, for each LAA member toward a universal life/403B plan, to be selected jointly by the Association and the District. Each member must maintain a minimum of a \$100,000 universal life annuity. Any additional dollars not required to meet the minimum universal life annuity coverage must be directed toward either additional universal life coverage or a group 403B plan.
- 14.11.2 Effective January 1, 2003, the District will reduce its contribution to a universal life/403(b) plan by .5% of the employee's base salary.
- 14.11.3 Effective January 1, 2003, the district will participate in an employer matching 403(b) tax sheltered annuity program. The employer will make an annual maximum matching contribution of .5% of the employee's base salary for 2003 and 2004. Effective January 1, 2005, the district will make an annual maximum matching contribution of .75% of the employee's base salary; for 2006, 1.0% of the employee's base salary; for 2007, 1.25% of the employee's base salary.
- 14.11.4 Individual members have the responsibility of designating the distribution of dollars for the universal life annuity and/or the 403 B plan by January 15, of each calendar year.
- 14.11.5 The annual contribution shall be forwarded to the appropriate agencies by February 1, of each calendar year.

- 14.11.6 In the event that a member severs employment with the District after payment of the annual contribution has been made, the member shall reimburse the District for such advance payment at the rate of Two Hundred Sixty Six Dollars (\$266) per month for each full month remaining in the calendar year.
- 14.11.7 If this benefit is successfully challenged under the parity clause in any other employee labor agreement, the Board of Education will have the option to convert the benefit to a cash equivalent which will be added to base salary.

§14.12 Labor Management Committee

- 14.12.1 A Labor Management Committee shall be established as follows:
- 14.12.2 The Superintendent of Schools or designee shall be the Committee Co-Chair..
- 14.12.3 The President of the LAA or designee shall be the Committee Co-Chair.
- 14.12.4 The Committee shall have no more than six members.
- 14.12.5 Consideration of a process to access and use professional development money to begin on or about January 15, 2005 and conclude by March 1, 2005.
- 14.12.6 Consideration of salary equity issues shall begin on or about March 1, 2005 and conclude by May 1, 2005.

A R T I C L E X V

SEPARATION STIPEND

The District hereby establishes a separation stipend plan ("Separation Stipend Plan") having the feature set forth hereafter, subject to said Plan's meeting the legal requirements of the Education Law and requirements of the applicable New York State Retirement Board.

§15.1 Eligibility - Retirement:

To be eligible under the Separation Stipend Plan ("Eligible Administrator") an Administrator:

- 15.1.1 shall be eligible for full retirement benefit under the applicable New York State Retirement System; and
- 15.1.2 shall have reached age 55 prior to the effective date of retirement ("Effective Date"); and
- 15.1.3 shall submit an irrevocable letter of termination of employment ("Termination Letter") in the form attached as Appendix III to become effective on the Effective Date.

§15.2 Computation of Entitlement:

- 15.2.1 The Eligible Administrator's accumulated and unused sick leave days (to a maximum of 300) as of the end of the month preceding the month in which the Retirement Letter is received ("Accumulated Days") shall be divided by the Administrator's maximum possible aggregation of sick leave days as provided in §10.1.1 and §10.1.2. The resultant ratio shall be multiplied by \$14,000 to establish the Administrator's "Maximum Entitlement."
- 15.2.2 Where said Retirement Letter is received by the District 75 days or more preceding the Effective Date the Administrator shall receive 100% of the Maximum Entitlement. Where 74-60 days notice is received, the Entitlement shall be 10% of the maximum. With less than 60 days notice, there shall be no Entitlement.
- 15.2.3 An Administrator may, at the Administrator's discretion, elect to retain some Accumulated Days in anticipation of need during the period of notice. In this event, the Entitlement will be computed on the basis of the credit balance less the number of days retained by the Administrator.

15.2.4 Illustrations:

- a) A 17+ year Administrator, whose maximum possible accumulated sick leave days is 300, retires with sick leave credit of 295 days as of the date of receipt of the Retirement Letter, §15.1.3.

$$295/300 = .98; .98 \times \$14,000 = \$13,720$$

- b) A 10 year Administrator, whose maximum possible sick leave accumulation is 180 days, retires with sick leave credit of 175 days as of the date of receipt of the Retirement Letter, §15.1.3.

$$175/180 = .97; .97 \times \$14,000 = \$13,611$$

- c) An Administrator with less than 5 years service, whose maximum possible sick leave accumulation is 90 days, retires with sick leave credit of 85 days as of the date of receipt of the Retirement Letter, §15.1.3.

$$85/90 = .94; .94 \times \$14,000 = \$13,222$$

- d) An Administrator with 17 years service, whose maximum possible sick leave accumulation is 300 days, retires with sick leave credit of 300 days as of the date of receipt of the Retirement Letter (§15.1.3/§15.2.2) and elects to retain a balance of 60 days sick leave credit in anticipation of need during the period of notice.

$$300 - 60 = 240; 240/300 = .80; .80 \times \$14,000 = \$11,200$$

§15.3 Disposition of Sick Leave:

Sick Leave used in the computation of the Entitlement (§15.3) is deemed to have been consumed and shall no longer be available to the Administrator as paid sick leave except as provided in §15.5.

§15.4 Sick Leave During Period of Notice:

Upon receipt of the Termination Letter an Administrator will be advanced sick leave at the rate of one and one-half day for each month of anticipated employment between the date of receipt of the Termination Letter and the Effective Date.

§15.5 Restoration of Paid Sick Leave:

In the event an Administrator, during the final year of service, exhausts the Administrator's current paid sick leave allocation, the Administrator may reclaim sick leave days from those used to compute the Entitlement by reducing the Entitlement by the appropriate amount of each day so reclaimed.

§15.6 Payment:

Payment shall be made based on an arrangement mutually agreed upon by the Administrator and the Superintendent.

A R T I C L E X V I

RETIREMENT INCENTIVE

A Retirement Incentive (the "Incentive") shall be available to all Administrators who reach age 55 while in the employ of the District or who otherwise become eligible for retirement under the rules of their respective retirement system (e.g. disability retirement).

§16.1 Eligibility Limitations:

- 16.1.1 By December 1 of each fiscal year, the District will give written notification to each Administrator who according to District records has attained or will attain age 54 or older during that fiscal year and will, therefore, become potentially eligible for the Incentive during the following fiscal year.
- 16.1.2 Prior to the end of the fiscal year (June 30) during which the Administrator receives such notification, the Administrator will meet with the District to establish the year of full eligibility which will be the year of final eligibility for the Incentive. Determination of an Administrator's full eligibility and the year of final eligibility shall be based on the Administrator's annual statement from his or her retirement system and on the definitions of full eligibility provided below in §16.2. It is each Administrator's individual responsibility to verify the District information regarding final year of eligibility for the Incentive. The Administrator shall contact both the District and the Association in writing if there are any disputes regarding full eligibility.
- 16.1.3 Once an Administrator becomes fully eligible to retire as defined in §16.2, that Administrator must retire during the fiscal year in which he or she becomes fully eligible or otherwise the Administrator forfeits the right to the Incentive. Once the Incentive is forfeited, the Administrator will no longer be notified as outlined in 16.1.1 above.

§16.2 Full Eligibility:

16.2.1 New York State Teachers' Retirement System

For purposes of this Agreement, Full Eligibility shall be considered

- Tier I Age 55 or older and 20 years or more of credited service with the New York State Teachers' Retirement System
- Tiers II, III, IV Age 55 or older and 30 years or more of credited service with the New York State Teachers' Retirement System
- Tiers II, III, IV Age 62 or older and 20 years or more of credited service with the New York State Teachers' Retirement System

16.2.2 New York State Employees' Retirement System

For purposes of this Agreement, Full Eligibility shall be considered

- Tier I Age 55 or older and 20 years or more of credited service with the New York State Employees' Retirement System
- Tiers II, III, IV Age 55 or older and 30 years or more of credited service with the New York State Employees' Retirement System
- Tiers II, III, IV Age 62 or older and 20 years or more of credited service with the New York State Employees' Retirement System

§16.3 Notification of Intent to Retire:

- 16.3.1 Administrators who will retire at the completion of the school year (up to and including July 1) must notify the District of their intent to retire by submitting an irrevocable letter of retirement 90 days or more preceding the effective date of retirement or the Administrator will forfeit the right to the Incentive.

Effective January 1, 2006, administrators who will retire at the completion of the school year (up to and including July 1) must notify the District of their intent to retire by submitting an irrevocable letter of retirement on or before January 15th of the school year in which they intend to retire or the Administrator will forfeit the right of the incentive.

- 16.3.2 Administrators who will retire other than at the completion of the school year as referenced in 16.3.1 must notify the District of their intent to retire by submitting an irrevocable letter of retirement 120 days or more preceding the effective date of retirement or the Administrator will forfeit the right to participate in the Incentive.

Effective January 1, 2006, administrators who will retire other than at the completion of the school year as referenced in 16.3.1 must notify the District of their intent to retire by submitting an irrevocable letter of retirement 160 days or more preceding the effective date of retirement or the Administrator will forfeit the right to participate in the Incentive.

- 16.3.3 Forfeiture of an Administrator's right to participate in the Incentive shall not affect the Administrator's eligibility for full compensation for accumulated and unused sick leave under Article XV.

16.3.3 Forfeiture of an Administrator's right to participate in the Incentive shall not affect the Administrator's eligibility for full compensation for accumulated and unused sick leave under Article XV.

§16.4 Computation of Entitlement:

16.4.1 Administrators who elect to participate in the Incentive shall not be eligible for the Separation Stipend, Article XV.

16.4.2 Under the District Retirement Plan, an eligible Administrator who retires in 2005 shall receive \$32,000, an Administrator who retires in 2006 shall receive \$40,000, and an Administrator who retires in 2007 shall receive \$40,000 paid in the form of an Employer Non-Elective Contribution to their 403(b) account in accordance with Appendix III of this agreement. The employer shall deposit the contribution no later than 15 days following the employee's severance date.

A R T I C L E XVII

COMPENSATION

§17.1 Annual Salary:

The salary of incumbent Administrators shall be increased on January 1 of each calendar year as follows:

2005- 3.5%	2006- 3.5%	2007- 3.5%
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§17.2 Advanced Degrees:

17.2.1 Administrators who earn a Doctorate or Certificate of Advanced Study shall be compensated as follows:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Certificate of Advanced Study -	\$450*	\$466	\$482
Doctorate -	\$900	\$900	\$900

*included in the 3.5% increase for 2005

17.2.2 Upon receipt of notice of completion of requirements the appropriate advanced degree stipend shall be added to the Administrator's annual salary rate and pro rata payment will commence with the next following payroll.

§17.3 Longevity:

Effective January 1, 2007, individuals having completed 10 or more years of continuous service to the District, the last 5 years as an administrator, will receive an annual longevity stipend of \$1,000.00. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

ARTICLE XVIII
TERM OF THE AGREEMENT

This Agreement shall become effective on January 1, 2005 and shall terminate on December 31, 2007.

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

For the Liverpool Central School District

For the Liverpool Administrators Association

By: Janice M. Matousek
Janice M. Matousek

By: Michael Babcock
Michael Babcock

Dated this 21st day of July, 2005, at Liverpool, New York.

A P P E N D I X I
POSITION TITLES, WORK YEAR AND VACATION SCHEDULE

A1.1 Twelve Month Administrators

1.1.1 Position Titles:

Annex Principal
Assistant Principal
Assistant Director, Special Education
Associate Principal
Curriculum Coordinator
Director, Athletics
Director, Instructional Support
Director, Special Education
Director, Staff Development
Director, Transportation
Elementary School Principal
Executive Principal
Middle School Principal
School Lunch Manager
Superintendent, Buildings & Grounds
Supervisor, Computer Programs, Computer Services

1.1.2 Work Year: July 1 through June 30

1.1.3 Vacation Entitlement: as per Article VIII

A P P E N D I X I I
A D D I T I O N A L A S S I G N M E N T S

***Facilitator for Home School Students**

***Supervisor of Library Services**

***ESL Coordinator**

***appointments to these positions shall be made on an annual basis**

APPENDIX III

NON-ELECTIVE EMPLOYER CONTRIBUTIONS

- §11.1 **No Cash Option** – No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- §11.2 **Contribution Limitations** – In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code, and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminated employment.
- §11.3 In the event that the calculation of the Employer Non-elective contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:
- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee receive the excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
 - B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Non-elective Employer Contribution exceed the Contribution Limit, such excess shall be reallocated to the Employee the following year as a Non-elective Employer Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Non-elective Employer contribution is fully deposited into the Employee's 403(b) account. In no case shall the Non-elective Employer Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
- §11.4 **403(b) Accounts** – Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall inform by certified mail of his/her contribution status.

¹ **Explanation for TRS Categories:** Under *Education Law* §501(11)(a), the calculation of a TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Non-elective employer contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of Non-Tier I members of the TRS may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Non-elective employer Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous to the Non-Tier I TRS member.

- §11.5 **Tier I Adjustments** – Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- §11.6 This Appendix shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- §11.7 The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

A P P E N D I X I V
F O R M O F I R R E V O C A B L E L E T T E R O F T E R M I N A T I O N

TO: Superintendent of Schools
Liverpool Central School District

You are hereby notified in accordance with Article XV, Separation Stipend of the current collective bargaining agreement between the Liverpool Central School District and the Liverpool Administrators Association that the undersigned Administrator hereby irrevocably elects to terminate employment with the District effective _____ ("Effective Date").

Administrator

Date

A P P E N D I X V
LIVERPOOL CENTRAL SCHOOL DISTRICT
PERFORMANCE APPRAISAL
ADMINISTRATIVE & SUPERVISORY PERSONNEL

NAME: _____

BUILDING: _____

POSITION: _____

DATE: _____

As with supervision, the main purpose of a Performance Appraisal is to contribute to the improvement of an Administrator's performance. It will inform Administrators of their strengths and weaknesses as perceived by their Immediate Supervisor(s) and by so doing, it is hoped that strengths will be built upon and weaknesses overcome. Below are listed the Administrators upon whom performance appraisals are to be submitted and the Immediate Supervisor responsible for their preparation.

LEADERSHIP CHARACTERISTICS - COMMENTS

- A. Willingness to make decisions and accept responsibility.
 - B. Forcefulness
 - C. Ability to effect desirable changes
 - D. Enthusiasm
 - E. Initiative
 - F. Ability to build morale
-

PROFESSIONAL KNOWLEDGE AND UNDERSTANDING - COMMENTS

ADMINISTRATIVE AND SUPERVISORY PERFORMANCE

SUCCESS IN SUPERVISION - COMMENTS

- A. Evaluating instruction
- B. Improving instruction
- C. Program development

SUCCESS IN ADMINISTRATION - COMMENTS

- A. Planning
- B. Organizing
- C. Communicating
- D. Influencing
- E. Follow through
- F. Attention to detail and routine
- G. Judgment
- H. Logical thinking
- I. Creativity
- J. Imagination

RELATIONSHIPS WITH CONSTITUENTS - COMMENTS

- A. Colleagues
- B. Community
- C. Students
- D. Subordinates
- E. Subordinates

EVALUATION SUMMARY

Summary statement pertaining to areas of strength and areas that are in need of improvement.

Evaluator

Evaluatee

Signature

Date

Signature

Date

Comment Attached ("X" if yes)

[]

Appraisal reviewed by : _____

Superintendent of Schools Date

APPENDIX VI

GRIEVANCE FORM

DATE: _____

EMPLOYEE'S NAME: _____

BUILDING: _____

POSITION: _____

NATURE OF GRIEVANCE: _____

SETTLEMENT DESIRED: _____

SIGNED: _____
Employee

SIGNED: _____
For the Association

DISTRICT REPLY: _____

DATE: _____

SIGNED: _____

Fill out in quadruplicate and distribute to:

- 1) Immediate supervisor
- 2) Building representative, if any
- 3) Grievance Committee
- 4) Employee