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ADD 578

CONTRACTUAL AGREEMENT

BETWEEN

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

AND

NORTH SYRACUSE PRINCIPALS' ASSOCIATION

RECEIVED

DEC 12 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2005 - June 30, 2006

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AGREEMENT

Between the Board of Education (herein called "Board") of the North Syracuse Central School District (herein called "District") and the North Syracuse Principals' Association (herein called "Association").

PREAMBLE

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted, and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law)

NOW, THEREFORE BE IT AGREED:

RECOGNITION

1. The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the Bargaining Unit as hereinafter defined and extends to the Association the following:
 - (a) to exclusively represent employees in the Unit regarding collective negotiations.
 - (b) to represent employees in the Unit in the settlement of grievances.
 - (c) to membership dues deduction upon receipt of dues deduction authorization cards signed by individual employees.
 - (d) The District shall deduct from the salary of Unit Members who are not members of the North Syracuse Association of Principals (NSAP) and the School Administrators' Association of New York State (SAANYS) an amount equivalent to dues levied by NSPA and SAANYS and transmit the same so deducted to NSPA in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency fee deduction as required in Section C of Chapter 677 and 678 of the Laws of 1977 of the State of New York.
 - (e) to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.
2. The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to assist, condone, conduct or participate in such a strike.

BOARD OF EDUCATION

3. The Association agrees that the Board of Education is the policy-making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner. The Board then is the legally constituted body responsible for the determination of all policies pertaining to all aspects of the District and as such cannot by law reduce, negotiate or delegate the imposed responsibilities.
4. The Board's policies shall not conflict with any provisions of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility. Should any such conflicting policy be necessary, then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically by subject matter refers to and all other Paragraphs of this Agreement not affected shall continue in full force and effect.

MANAGEMENT

5. Except as expressly provided otherwise in this Agreement, nothing herein shall be deemed to limit the District in the exercise of the regular and customary functions of management including (but not excluding others) the sole right to employ, supervise, direct and transfer employees; to establish the number of employees needed and to reduce the number of employees for lack of need; to establish standards of performance; to transfer work; to discipline, suspend, or discharge for cause; to establish equipment from any sources obtainable; and to conduct its business in accordance with law and the provisions of this Agreement.

BARGAINING UNIT

6. The Unit shall include all certified Associate Principals, House Principals, Building Principals, whose assignment requires full time responsibility to the position. The Unit excludes all classes, groups, and individual employees not included in this Paragraph. The term Principal refers to all Unit Members.

GRIEVANCE PROCEDURE

7. A. Declaration of policy:

The purpose of this procedure is to promote and maintain harmonious and cooperative relationships between administrators, central administration and members of the Board of Education, by providing for a prompt and orderly settlement of differences through procedures under which administrators may present grievances free from coercion, restraint, discrimination, or reprisal.

- B. Basic Principles:

1. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedures, by a person or persons of his/her choice.
2. Written summaries shall be kept of all conferences at the formal stage. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.

C. Definitions:

1. Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
2. Aggrieved - shall mean an individual or group of Unit Members having the same grievance.
3. Unit President - shall mean the elected president of the Bargaining Unit.
4. Representative - shall mean any person or persons designated by the aggrieved, as defined, as his/her advisor, counsel, or to act on his/her behalf.

D. Procedure

1. Step 1

The employee will present his/her grievance in writing to the Unit President. The grievance shall then be presented, orally to the Superintendent or his/her designee.

2. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party to his/her representative, and presented to the Superintendent within ten regular work days following the occurrence giving rise to the grievance, the date on which the grievant knew of or should reasonably have known of the occurrence, if later. Within five work days after the meeting, provide a written answer to the Unit President.

3. Step 3

- a. If the grievance is not resolved in Step 2, the Unit President with the approval of the Association, may, within 30 days from the receipt of the Step 2 answer, submit the grievance to arbitration.
- b. The American Arbitration Association shall be the agency used for all Agreement interpretation disputes. The rules and regulations of the AAA shall apply. The arbitrator shall only have jurisdiction and authority to apply the Paragraphs of this Agreement and shall not have the power to add to, subtract from or modify any Paragraph of this Agreement, nor to change or alter the salary schedules of this Agreement. Regardless of how the arbitrator finds the facts he shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his/her decision in writing within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.

- c. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration. The Association retains the right to determine its share of any grievance expense based on a majority vote of all Unit Members. Should the Association vote to limit such expenses, the aggrieved Unit Member will bear the cost of any expense for the grievance above the set limit.
- d. Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.
- e. The Association retains the right to determine its share of any grievance expense based on a majority vote of Unit Members.

PROFESSIONAL SERVICES

- 8. The District when requested shall provide within current budget limits additional non-instructional office personnel for extra projects that may arise during the school year.
- 9. The District, when presented with an adequate justification of needs, as determined by the Assistant Superintendent for Instruction, shall provide within current budget limits, a maximum of 22 additional work days of non-instructional office personnel for buildings where such personnel are employed on a 10 month basis and 11 additional days where such personnel are employed on an 11 month basis.
- 10. The Building Principal shall be responsible for all school related activities in the building. He/she may delegate authority for supervision of school related activities to members of his/her staff. He/she may require assurance from parties using the building that satisfactory and adequate supervision and security will be maintained at all times. The Principal shall be consulted before the settlement of any contract for an activity in the building for which he/she is responsible. The District will include in its contracts cancellation clauses in the event that the building is being misused. It shall be the duty of the Principal to notify the Superintendent in instances of building misuse. The decision to cancel the contract rests with the Superintendent.
- 11. The Building Principal shall have the final authority to recommend to the Superintendent the appointment of the Principal's instructional staff. The Principal shall be consulted regarding the appointment of all non-instructional personnel within his/her building.
- 12. The Building Principal shall be consulted prior to and his/her recommendations shall be considered regarding the transfer of all instructional and non-instructional personnel within his/her building.

13. The Building Principal shall be consulted prior to and his/her recommendation shall be considered regarding the transfer of pupil personnel due to "Re-districting".
14. The District shall consult with the Association's President each year and receive input for consideration prior to the adoption of each succeeding year's calendar.
15. It is recognized that the Superintendent may schedule meetings. However, meetings shall not ordinarily be scheduled after regular school hours on Friday or any day preceding a holiday, unless the Superintendent considers it necessary to do so.
16. Since Unit Members have significant responsibility for the supervision and coordination of their respective building as assigned by the district, the importance of Unit Members' involvement in all building matters is herein recognized, affirmed and defined. Unit Member involvement includes but is not limited to decisions and recommendations made by the workings of any participatory management system established by the district in such areas as the development of board policies and regulations, program goals, building level decisions on program, curriculum development, staff development, models of observation and evaluation, and programmatic budgets. The appropriate level of involvement is to be determined by the Superintendent with the assistance of a designee of the North Syracuse Principals' Association.

It is affirmed that certain matters are to be withheld from any participatory management system and so being withheld are the right of Unit Members under administrative procedures as established by the district. These matters include but are not limited to final recommendations for appointment of instructional staff, final recommendations for the disciplining of instructional staff, content of all observation and evaluation instruments, content of commentary documents on instructional staff, and staff assignments.

In the case of any potential change in a term or condition of this contract, the District agrees to negotiate such a change with the North Syracuse Principals' Association.

Nothing in this section shall limit the rights and responsibilities of the Superintendent, his/her administrative staff or other administrators.

VACANCIES, PROMOTIONS, APPOINTMENTS AND TRANSFERS

17. The District shall authorize the assignment of new or supplementary personnel to replace the loss of such personnel which may occur as the result of the negotiated Agreement with the North Syracuse Education Association. Building Principals shall be notified should such loss occur as soon as possible after completion of negotiations with the NSEA.

18. The District will select all Principals for all pertinent committees according to the following procedure:
 - (a) The District will advise the Association President at the beginning and throughout each school year of the number of committees, the number of Principals desired to serve on such committees and other information which may be necessary.
 - (b) The President will then furnish the District with a list of recommended Principals for the respective committees.
 - (c) Principals will then be appointed accordingly.
19. Each newly appointed Principal in the North Syracuse Central Schools shall meet the New York State requirements for certification at the time of appointment to a regular administrative position.
20. The District shall give written notice to the Association President whenever an opening exists in the administrative organizational structure. Such notice shall be prior to recruitment for the opening. The District shall post openings in each building as they occur. Such notice shall indicate: (a) description; (b) necessary qualifications; and (c) time limits to apply. The District shall notify Unit applicants regarding:
 - (a) the interest in their qualifications
 - (b) time of any interview
 - (c) when the opening has been filled (prior to public announcement).
21. Before transferring principals, the District will notify all affected principals of the need and reason for transfer. While it is desirable for transfers to occur on a consensual basis, it is understood that the Superintendent, where necessary, has the right to make final decisions regarding transfers, which shall not be arbitrary or capricious.
22. In addition to regularly scheduled meetings, (e.g., Principal/Director, Cabinet) Principals shall be permitted to meet during school hours at least once each month to conduct such business as their agenda indicates. Additional meetings must have the prior approval of the Superintendent of Schools.

SABBATICAL LEAVE

23. Upon recommendation and approval of the Superintendent of Schools, sabbatical leaves for a program of travel, study, or other purposes of value to the school system may be granted to Principals who have served at least seven (7) years in the District. Preference will be given to those with Masters Degrees.

24. Such sabbatical leave is intended to afford professional employees an opportunity to improve their ability to render educational service and may be accomplished by:
 - (a) Formal Study - a program of study in residence in an institution of higher learning.
 - (b) Independent Study - a program of research and/or writing which promises professional values equivalent to that derived from formal study.
 - (c) Planned Educational Travel - a travel which can enable the Principal to grow professionally by exposure to and study of different peoples, cultures, environments and experiences.
25. The District may grant such leaves for not more than one Principal in the District each year provided that such leaves will not professionally disadvantage the District.
26. Formal applications will be submitted to the Superintendent, in writing, by May 1 for the Fall semester, by November 1 for the Spring semester and by January 31 for the following full academic year. Each application for sabbatical leave must state the purpose for which the leave is being requested, and the applicant shall agree to submit such progress reports as may be requested by the Superintendent of Schools. Late applications which afford the applicant the opportunity of taking advantage of some unique opportunity may be submitted and receive special consideration if recommended by the Superintendent. Principals will be informed of the action taken on their applications within thirty (30) days of each deadline.
27. Sabbatical leaves for one (1) year shall be at one-half (1/2) of the salary the Principal would have received during the period of such leave. Sabbatical leaves for one-half (1/2) of a year shall be at the full salary the Principal would have received. Principals shall be given credit toward salary increases while on sabbatical leave.
28. Sabbatical leaves shall not be granted to any Principal more often than once in every seven (7) years.
29. In the review of applications for sabbatical leaves, consideration will be given but not limited to the following items:
 - (a) Purpose and length of leave requested.
 - (b) Potential advantages to the District.
 - (c) Service seniority of applicants.

30. If Principal on sabbatical leave is temporarily unable to fulfill the purpose thereof by reason of illness or other legitimate reason beyond his/her control, said sabbatical leave shall continue for its full term and when the disability is removed, the Principal shall continue with the fulfillment of the sabbatical purpose, if possible. In the event that the sabbatical purpose cannot be continued after the removal of such disability, the Principal shall be available for appropriate professional assignment by the Superintendent for the duration of said sabbatical leave.
31. The Principal member while on sabbatical leave retains his/her status as an employee of the Board of Education, receives any salary increases negotiated by the Association during his/her absence, experiences the salary deductions for social security, income taxes and health insurance (if any) and is credited with pension contributions (on the basis of salary received) by the Board of Education as are other full time professional employees.
32. Upon expiration of sabbatical leave, the employee shall be restored to his/her previous position or to a position of like nature and status. He/she shall be entitled to any and all increments, whether automatic or from salary schedule revision based on normal advancement.
33. As a condition precedent to granting of sabbatical leave of absence, the applicant shall agree in writing that, in the event of his/her failure to return to employment in the District or in the event of his/her voluntary resignation before one (1) year after the termination of such sabbatical leave, said Principal will repay the gross salary paid to him/her while on said sabbatical over a period of not more than one (1) year or in one lump sum at a time mutually agreed upon by the Principal and the Board of Education.

SICK LEAVE AND PERSONAL LEAVE

34. Family and Personal Illness Leave: Principals shall receive one and one-half (1.5) days family and personal illness leave per month, up to a maximum of eighteen (18) days per year. The Principal's annual allotment shall be credited on the first day he/she reports for duty in each new fiscal year. These days shall accumulate to a maximum of three hundred (300) days. An employee who has been paid for such leave not earned shall reimburse the District for money received in excess of that to which he/she was properly entitled.

All new Unit Members shall, upon hiring, also be granted an additional 12 days to be used for personal illness and/or family death or illness. The purpose of this is to provide the new Unit Member a total of thirty (30) days which is the minimum required for access to the sick leave bank (Article 35).

All new Unit Members who previously worked in the North Syracuse Central School District will be given the option above or the option of claiming/reclaiming their accumulated sick/family days accumulated during their previous employment with the district.

Only Unit Members who have accumulated the maximum of 300 personal and family illness days will receive an additional eighteen (18) non-accumulative days for use only in the school year in which they are granted. Use of personal and family sick days in such a school year and exceeding 18 will then be taken from the 300 maximum accumulated total as needed.

In the event that a sick/family reimbursement at time of retirement is offered to another instructional bargaining unit {not individual(s)}, the same offer shall be extended to members of this bargaining unit.

35. Principals shall have the option to participate in the Sick Leave Bank as outlined and administered by the North Syracuse Education Association.
36. Personal Days: In addition to days for personal illness or injury, three (3) days of paid leave for personal reasons shall be allowed each Principal per year, provided that advance approval has been obtained from the office of the Superintendent of Schools. Any unused personal days will be converted to paid illness/bereavement leave days.
37. In the event of the death or serious illness of a spouse, a Principal will be granted, upon request, a leave without pay for a maximum of two (2) years. This leave may only be used once.

PREGNANCY DISABILITY BENEFITS AND CHILD REARING LEAVE

38. The District's policy on Pregnancy Disability and Child Rearing Leave consists of the following points:
 - (a) Pregnancy disability leave is granted for that period of time during which a woman is physically disabled because of pregnancy and child-birth. This period of time will likely be different for each person. One individual may work until the day the child is born, and another may have to stop working some period of time before childbirth. Similarly, after the birth of the child, there will be different time periods as to when an employee is physically capable of returning to work.
 - (b) While physically disabled, due to pregnancy, the terms and conditions of employment must be identical to that granted to any disabled employee. This includes similar treatment regarding the retention of seniority, payment of sick leave days due, and the continuation of health and other insurance policies.
 - (c) A pregnant employee has the right to remain working as long as she is physically able to perform her job, and has the right to return as soon as she is physically able to do so.
 - (d) If an employee who is pregnant asks for and is granted a leave of absence prior to the date on which she becomes physically unable to work, she is entitled only to those benefits to which any employee on unpaid leave of absence is entitled (e.g., she is not entitled to use her sick leave benefits).
 - (e) Child Rearing or Parental Leave: Either a male or female employee is entitled to receive a child-rearing leave which is a leave of absence without pay and with only those benefits available to any employee who is on leave of absence without pay.

LEAVES FOR PROFESSIONAL ASSOCIATION OFFICERS

39. Officers may, upon request, be granted a leave of absence without pay for up to one year for the purpose of engaging in local, state, or national association activities. All requests and grants of extensions or renewals of leaves will be in writing. The decision of the Superintendent shall be final but shall not be arbitrary or capricious.

PROFESSIONAL GROWTH

40. Principals may, upon request, be granted a one year leave of absence without pay to pursue professional growth activities. Such leave may be extended for an additional year upon written request to the Superintendent of Schools. All requests and grants of extensions or renewals of leaves will be in writing. The decision of the Superintendent shall be final but shall not be arbitrary or capricious.

RESUMPTION OF BENEFITS AFTER LEAVE

41. All benefits to which a Principal was entitled at the time of receiving a leave of absence, including unused accumulated sick leave, family leave, and credits toward sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position or a similar position of like nature or status which he/she held at the time said leave commenced. The Principal will be compensated based on the Principal's last salary paid and any negotiated increase since said leave including any negotiated increase for the forthcoming fiscal year service. In the event a merit pay system is implemented, the returning Principal shall not receive any less than his/her salary at the time of the leave's commencement as well as any across the board increases which occurred during said leave.

ADMINISTRATIVE STRUCTURE

42. The establishment of individual school procedures and policies pertaining to areas which are not covered by District policy or this contract will remain primarily the responsibility of the Building Principal.

PROTECTION

43. Principals shall be saved harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, or judgment and to provide reasonable attorney's fees for the defense of any criminal prosecution arising out of any act or omission to act by such Principal within or without the school buildings; provided that such Principal, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the District.

44. The District shall provide adequate insurance coverage in case of injury to a person being transported by a Unit Member in the course of his/her employment. It is understood that primary liability is borne by the Unit Member's insurance carrier with excess insurance coverage provided by the District.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

45. Principals will participate in the development of policies pertaining to curriculum, evaluation of programs and personnel, and other areas concerned with the educational programs of the North Syracuse Central Schools.
46. The Building Principal will participate in making all decisions which affect the instructional and non-instructional programs in his/her building.
47. The District shall provide funds for each Unit Member to attend professional conferences that have been approved. It is agreed that the number of Unit Members attending such conferences at any one time will be carefully controlled.

The District shall also provide funds to pay the membership fees of professional organizations which are relevant to the Unit Member's position with the District. Payment for membership in or dues for organizations such as SAANYS which provide labor relations support and/or services, is excluded from this paragraph.

The amount of funds provided per Unit Member for professional conferences and/or professional memberships shall not exceed \$750 annually per Unit Member.

48. All Unit Members shall be entitled to reimbursement for one (1) 3-hour graduate course per year, with maximum reimbursement per course not to exceed the current tuition cost for graduate hours at Syracuse University. The maximum reimbursement for a Unit Member over his/her lifetime with the district shall be thirty (30) credit hours.
49. A schedule of school faculty meetings shall be established at the beginning of the school year. Regularly scheduled school building faculty meetings shall have precedence over all other meetings except those called by the Superintendent of Schools.

SCHOOL BOARD RESPONSIBILITIES

50. The Association and the District agree that the final authority for making tenure appointments rests with the Board of Education. It is agreed, however, that the individual Building Principal shall have the authority to make specific recommendations to the Superintendent of Schools in every case of granting or denying tenure or the continuance of probationary appointments. In the case of a disagreement between the Superintendent of Schools and the Building Principal, a mutually accepted agreement shall be worked out before the Superintendent of Schools sends his/her final recommendation to the Board of Education. When a mutually satisfactory agreement cannot be reached, the Superintendent's recommendation shall be accompanied by the Building Principal's recommendation.

“FRINGE” BENEFITS
COMMON TO ALL IN UNIT

51. (a) Group Health Insurance

Effective upon execution of this agreement, the District shall:

- (1) pay 95% of the premium applicable to the individual plan.
- (2) pay 90% of the premium applicable to the family or dependent plan.

(b) Effective September 1, 2005, for the approved District Group Health Insurance Plan, the prescription co-pay rates shall be as follows:

\$3.00 co-pay for generic drugs
\$12.00 co-pay for brand drugs

The lifetime maximum coverage of a member enrolled in the District Group Health Plan shall be two million dollars.

(c) Dental Insurance

The District shall:

- (1) pay ninety-five percent (95%) of the premium applicable to the individual plan; or
- (2) pay ninety percent (90%) of the premium applicable to the family or dependent plan for each bargaining unit member who chooses such coverage.

52. The District shall pay the applicable percentage amount per ¶ 50(a) for group health insurance for retired Unit Members who have a minimum of 10 years service in the District. Retired employees are not eligible for the District's Dental, Life or Optical Plans. A Unit Member with 10 or more years of District service and who is over the age of fifty (50), but not eligible for benefits under the Retirement System, may remain a member of the health insurance plan by paying up to one hundred two percent (102%) of the full premium cost (i.e., both the District's and the employee's share). When such employee begins receiving retirement benefits, the District shall then pay the same apportionment of the premium costs that it pays for other retirees in accordance with the provisions of this paragraph.

53. The provisions of Medicare apply to active or retired employees 65 years of age and to any enrolled dependents 65 years of age. In such cases the employee or dependents are eligible for the Basic and Excess Benefit Plan.

54. The District shall offer a payroll deduction plan for Unit Members electing to participate in a Tax Sheltered Annuity Plan.

55. The District shall upon receipt of a properly signed payroll deduction authorization form deduct the amount so specified by the Principal for deductions to:
- (a) ESM-NS Federal Credit Union
 - (b) United Way Fund
 - (c) N.Y.S. Teachers Retirement
 - (d) Direct Deposit
 - (e) Insurance
 - (f) SAANYS
 - (g) Section 125 Flexible Benefit Plan Payments

ABSENCE DUE TO INJURY ON JOB

56. a. Whenever a Unit Member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will receive his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for up to one continuous year from date of temporary disability resulting from said accident or assault. No part of such absence will be charged to his/her annual or accumulated illness/bereavement leave.
- b. If the temporary disability extends beyond one continuous year, the Unit Member may elect:
- 1. to receive an amount determined by the Workers' Compensation Board for the remaining period of disability or
 - 2. the employee may elect by written notice to the district to utilize his/her accrued illness/bereavement days for this extended period of temporary disability. In this case, the award determined by Workers' Compensation will be returned to the district and credited to the employee's illness/bereavement days on a per hourly basis.
- c. If all accrued illness/bereavement days are exhausted, the Unit Member will be entitled to only the amount determined by the Workers' Compensation Board.

Workers' Compensation Overpayment

- a. All members of the faculty and staff are covered under the New York State Workers' Compensation Law.
- b. Leave allowances paid to employees shall be reduced by the amount of Workers' Compensation received, if any.
- c. In the event that an employee is paid in excess of the limit specified in Sick Leave Compensation Adjustment, said employee shall reimburse the District for such overpayment immediately.

- d. Should an employee who has been overpaid under the provisions of this Paragraph terminate employment in the District before the District has been reimbursed for the overpayment, the balance shall come due immediately.

PERSONAL PROPERTY DAMAGE

57. In the event that a Unit Member's personal automobile is damaged while on district property, the District shall reimburse the Unit Member's on the basis of 50% of the deductible (up to a maximum of \$250.00) contained in his/her automobile insurance policy. In the event that recovery is made, the Unit Member will reimburse the district.

VACATIONS

58. Each Unit Member shall be entitled to 20 days paid vacation each year. The selection of the vacation period will be at the discretion of the individual Unit Member with prior approval of the Superintendent of Schools. Unit Members hired before July 1, 1987, earn vacation time at a rate of 1.67 days per month in the prior fiscal year. At the time of separation from the district, these Unit Members are entitled to credit for these days plus time earned during the current fiscal year, less any vacation time used.
59. Unit Members hired on or after July 1, 1987, earn paid vacation at a rate of 1.67 days per month. They may use vacation in the fiscal year in which it is earned. At the time of separation from the district, if a Unit Member has used more vacation than they have earned, the Unit Member will repay the district the difference between the amount actually used and the amount actually earned upon separation from the district.
60. Unit Members may accumulate vacation days to a maximum of twenty (20). On June 30 of each school year accrued vacation days in excess of twenty (20) will be irrevocably removed from the Unit Member's credit and use.

SCHOOL CLOSING DUE TO WEATHER

61. Unit Members shall report to work on the days schools are closed due to inclement weather and similar circumstances, except in cases road closure due to declared county emergencies.

GENERAL CONSIDERATIONS

62. Insofar as humanly possible, information concerning Board of Education policy, curriculum, District events, and other matters of mutual concern to the Association and the District will be made known to the Association prior to such information becoming available to other staff members or the general public.
63. This Agreement shall not abridge any past or present benefits of Unit Members unless such benefits are expressly modified by subject within this Agreement.

64. In the event that any Paragraph of this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.
65. This contract incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

LENGTH OF AGREEMENT

66. Neither party to this Agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly covered by this Agreement unless it be mutually agreed to in writing.
67. The provisions of this Agreement shall be effective as of July 1, 2005, except as otherwise herein provided in this Agreement, and shall remain in full force and effect until midnight June 30, 2008.
68. The District agrees that, should any severance/accumulated sick/personal day arrangement be subsequently implemented between the District and the teachers' bargaining unit during the existence of this contract, negotiations specific to this issue may be reopened at the request of either party.
69. Not later than January 15 of the year of expiration of this Agreement, the District agrees to enter into negotiations with the Association over a successor Agreement.

ABOLISHMENT OF POSITION

70.
 - (a) If a Unit Member position is abolished by the District, the Superintendent or his/her designated representative shall notify said Unit Member 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").
 - (b) 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 date of its adoption.
 - (c) If the date of the 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.

TIME OFF FOR LEGAL PROCEEDINGS

71. Unit Members shall be granted days of absence with pay for appearances in any legal proceedings connected to their employment or association with the District. Days of absence with pay shall also be granted for jury duty and for days court attendance required to satisfy subpoenas as non-party witnesses to court proceedings.

PERSONNEL FILES

72. There shall be one (1) Personnel file for each Unit Member which shall be located in the Office Of Human Resources. The Unit Member shall have the right, upon request, to review the contents of his/her file and make copies thereof. The Unit Member shall be entitled to have a personally selected representative accompany him/her during such a review.

DEROGATORY MATERIALS

73. No derogatory material covering a Unit Members conduct, service, character, or personality will be placed in his/her personnel file and/or a teacher's file unless the Unit Member has had an opportunity to review the material. The Unit Member shall acknowledge in writing that he/she has reviewed the material and may respond in writing if he/she so desires. Such response shall be affixed to the corresponding entry.

ASSOCIATION PRESIDENT - SUPERINTENDENT LIAISON

74. The Superintendent shall meet with the president of the Association on a periodic basis during the year at times and places mutually agreed.

SALARIES

75. (a) Salaries for Unit Members will be determined as follows:
- 2005-2006: 4% increase over his/her 2004-2005 salary
 - 2006-2007: 4% increase over his/her 2005-2006 salary
 - 2007-2008: 4% increase over his/her 2006-2007 salary
- (b) Unit Members who receive tenure during the duration of this contract will receive in addition to the raises above a tenure stipend of \$725.
- (c) Tenure stipends will become a part of the Unit Member's base salary in the year in which the stipend is earned.
- (d) The District will pay only one (1) tenure stipend of \$725 to any Unit Member.
- (e) A \$500 longevity stipend will be applied to the base salary after completion of 10 years of service to the District, with at least the last 5 years as an administrator.
- (f) Degree stipends for a Certificate of Advanced Study (CAS) or an earned doctoral degree shall be reimbursed at the highest rate paid to either the Directors' or Teachers' Bargaining Unit.

- (g) Hiring salary ranges, dependent upon experience, for newly hired Unit Members are as follows:

K-9 Building Principals:

\$81,161 - \$101,379 2005-2006
\$83,596 - \$104,420 2006-2007
\$86,104 - \$107,553 2007-2008

10-12 Executive Principals:

\$91,982 - \$114,747 2005-2006
\$94,741 - \$118,189 2006-2007
\$97,583 - \$121,735 2007-2008

Associate and House Principals:

\$64,929 - \$81,326 2005-2006
\$66,877 - \$83,766 2006-2007
\$68,883 - \$86,279 2007-2008

Unit members hired prior to July 1, 2002, are exempt from the cap on the above salary ranges.

- (h) Stipends for interim positions:

When there is a vacant position lasting more than three weeks within the unit (i.e., leave, resignation, illness, other) that needs to be filled on a temporary basis by a current Unit Member, stipends will be paid as follows:

- Unit Members covering the vacancy in addition to their own job, \$400 per week
- Unit Members covering the vacancy but provided a substitute for their job, \$150 per week

This agreement only covers bargaining unit members functioning in interim positions.

- Associate or House Principal vacancies are not included in interim coverage agreement, as long as a teacher or interim is in place.
- A vacancy created by a Unit Member going on vacation is not covered by this agreement.
- Vacancies during summer vacation are not covered.

RETIREMENT INCENTIVE

76. (a) The District will provide a retirement incentive for Unit Members eligible for retirement in accordance with TRS provisions, provided that the Unit Member notifies the District in writing 6-months prior to the effective date. Any eligible Unit Member will receive a one-time lump sum retirement incentive (payment) based on accumulated, unused sick/family leave days to a maximum of 300 days, resulting in a maximum payment of \$30,000. The payment will be calculated at the rate of \$100.00 per day for each unused sick/family day, up to 300 days.

(b) **403B Contributions**

The District and the Association agree that the Retirement Incentive Payment specified in Article 76 of the Agreement will become a non-elective employer contribution to a 403(B) plan of the unit member's choosing. The contribution will be available to all unit members eligible as specified in Article 76. The contribution will be remitted within thirty (30) days of the unit members' retirement date.

The District will pay an excess over the IRS limits as compensation to the unit member within 30 days of the unit member's retirement date.

Employer contributions for Tier I members with membership dates prior to June 17, 1971, will be reported to the NYSTRS as non-regular compensation. Compensation exceeding the e-403(b) limits will be reported as non-regular compensation to NYSTRS.

Unit members will be provided the opportunity to make changes to their current 403(b) plans and/or designate a new carrier for the employer contribution. In the event that a member does not choose any 403(b) carrier, the District and the Association will mutually designate a "default carrier."

MILEAGE REIMBURSEMENT

77. Unit Members using their personal vehicles on District approved business will be reimbursed at the current IRS rate. In order to qualify for this travel reimbursement, Unit Members must submit a copy of their Mileage Reimbursement Form which will give the date(s), destination(s) and miles traveled.

Principals shall be reimbursed for necessary travel on school business in their personal automobiles at the highest rate paid to any instructional unit. In order to qualify for this travel reimbursement, they must submit a copy of their travel log which will give the dates, destinations, and miles traveled; and a properly signed claim form must be attached.

EVALUATION PLAN

78. The North Syracuse Principals' Association and the North Syracuse Central School District agree that a comprehensive evaluation will occur each year as outlined in Article 81. (See Appendix B)

Evaluations will be conducted no later than July of the following contract year.
(See Appendix C)

EVALUATION OF UNIT MEMBERS

79. The Unit Member, working under the supervision of the Superintendent or designee, has the responsibility for the internal management of the school building and the quality of instruction throughout the building. Given the belief that all children can learn, prime responsibilities of the unit member include:

- Creating a safe and productive learning environment which effectively balances the rights and responsibilities of all students.
- Demonstrating leadership in the promotion, dissemination, implementation and evaluation of curricular and instructional theory that all children, regardless of circumstances, can learn.
- Assisting teachers in the implementation of an instructional program that is suitable for the learners.
- Facilitating participation of students, staff, parents and community in the planning and decision making process.
- Evaluating the effectiveness of individual staff members.
- Contributing to the professional growth of staff and self.
- Arranging opportunities for staff members to improve their competencies as facilitators of learning.
- Managing the local school budget, teaching assignments and schedules, the care and use of the instructional supplies and equipment including the timely submission of all required reports.
- Communicating the goals, objectives and achievements of the school and the district to the students, parents, teaching staff and central administration.
- Fostering the integration of exceptional students into all aspects of the school community.
- Insuring that the talents (academic, physical, social, emotional) of each child are identified and developed to the fullest extent possible.

- Evaluating the effectiveness of the instructional program as it is being implemented in the school.
- Developing and maintaining an effective public relations program with parents and community.
- Providing effective leadership in the successful planning, monitoring, evaluation and development of reports on the achievement of projected outcomes contained in district, building and individual goals.

ADMINISTRATIVE COMPETENCIES

I. INSTRUCTIONAL LEADERSHIP

- 1) Communicates a clear vision to staff, sets standards for instructional effectiveness, and inspires staff to achieve excellence.
- 2) Is a visible leader and maintains frequent contact with students and staff, parents and community.
- 3) Works effectively with instructional directors in facilitating a climate that encourages and assists staff in developing effective teaching methods.
- 4) Participates in professional growth activities: attends professional meetings, reads professional journals, takes classes, attends seminars on relevant topics.
- 5) Effectively facilitates a shared-decision making process in the development, implementation, monitoring and evaluation components of strategic planning to achieve established goals and objectives at the district and departmental levels.

II. SUPERVISION AND EVALUATION

- 1) Assists staff members in establishing meaningful goals, objectives and strategies.
- 2) Recognizes capabilities of staff members and encourages their participation in professional growth activities.
- 3) Uses observations and conferences to help staff members improve their performance.
- 4) Assists staff members in evaluating and adjusting methods and instructional materials to accommodate individual pupil needs and abilities.
- 5) Participates in the evaluation of all instructional and non-instructional building staff a comprehensive, effective and timely manner, and provides effective leadership in the remediation process of designated staff when requested.

III. CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 1) Monitors the staff and instructional program to determine the extent to which departmental as well as individual curriculum goals and objectives are being met.
- 2) Uses his/her professional knowledge to evaluate the status of curriculum and instruction and to facilitate the implementation of district curricula within the building.
- 3) Cooperates and actively supports subject administrators in developing staff awareness of innovations in the area of curriculum and instruction.
- 4) Consistently extends his/her professional knowledge and background in areas directly related to curriculum and instruction.
- 5) Assists instructional staff in examining and implementing alternative instructional strategies for students who are not succeeding.

IV. MANAGEMENT SKILLS

- 1) Effectively implements, monitors and supports district policies and procedures to assure a safe and productive environment conducive to learning.
- 2) Demonstrates the ability to promote professionalism among staff through modeling and staff development opportunities.
- 3) Effectively manages budgets, the acquisition of materials, schedules, and all required reports and inventories.
- 4) Implements and maintains effective communication with staff, parents, students, and the community.
- 5) Facilitates an effective and ongoing maintenance and, where applicable, co-curricular program at the building level.

V. SELF DIRECTED PROFESSIONAL DEVELOPMENT PLAN (Appendix B)

Prior to September 1st of each year the evaluator and the Unit Member shall meet to discuss the Self-directed Professional Development Plan established by the Unit Member for the current school year. The plan may include but not be limited to personal, building, district and/or state level initiatives.

The evaluator and Unit Member shall meet four times during the year to discuss the Self Directed Professional Development Plan and administrative skills, including instructional leadership, supervision and evaluation, curriculum development and implementation, and management.

By June 30th of each year of this contract the evaluator will submit in writing a review/evaluation of the Unit Member. This document shall include overall performance as defined by the Administrative Competencies (Article 80) and the Self-Directed Professional Development Plan.

REMEDICATION OF UNIT MEMBERS

80. When the evaluator identifies inadequacies in a Unit Member's instructional leadership, supervision, evaluation, management abilities, or other substantiated performance deficiencies the following steps must take place:
- (a) The evaluator will cite, in writing, the weakness(es) identified, and review any intervention procedure(s) to date, allowing the Unit Member to participate in an exchange of information or request clarification where necessary.
 - (b) A five (5) member support team will be established to provide the Unit Member with help to overcome the stated weakness(es). The support team shall consist of a designee appointed by the evaluator, a central office administrator assigned by the Superintendent and two individuals selected by the Unit Member. The evaluator may not be on the support team. The fifth member of the support team is the Unit Member in remediation. The district shall supply a reasonable level of resources should outside District personnel be members of the team.
 - (c) The support team will initially meet with the Unit Member to review the areas of concern and the intervention strategies to date. At this point, the support team will identify those areas of concern where the support team may play an effective role in remediation efforts.
 - (d) Based on the review identified in subparagraph c, the team shall develop strategies for the remediation of the problem(s) which may include, but not be limited to, "shadowing" observations by member(s) of the support team, participating in specified administrative staff development activities or workshops, visitations to other administrators, buildings or districts, or the use of outside consultants.
 - (e) Within ten (10) days of the initial meeting, a Remedial Action Plan will be completed by the support team. It will list the strategies to remediate the weakness(es), reasonable timelines to complete the strategies, and any other resources or personnel needed to accomplish the strategies. Support team activities should take place at the convenience of the members of that team.
 - (f) Portions of the support team should meet at least once each week with the Unit Member to review the progress of the Remedial Action Plan.
 - (g) The entire support team will meet at least once each three (3) to four (4) weeks with the Unit Member to assess progress and determine other strategies which may be needed. If new strategies are established, they must be written into the Remedial Action Plan, and the procedures outlined in subparagraph c (above) followed.
 - (h) As strategies and timelines are completed, the evaluator (or designee) may determine that the Unit Member has responded positively. The Unit Member will then be returned to the normal evaluation process.

- (i) A written statement, including at least the final results, will be made by the remediation team, and placed in the Unit Member's personnel file. The Unit Member may respond with a written attachment.
- (j) If the evaluator (or designee) determines, over a three (3) month period from the date of completion of the Remedial Action Plan, that the Unit Member has been insignificantly affected by the remediation, either a new Remedial Action Plan will be established, or the district may take whatever steps are permitted by law.

81. SUMMER SCHOOL: 7-8 AND 9-12 SUMMER SCHOOL PRINCIPALS

Once the District has determined that 7-8 Summer School and/or 9-12 Summer School are to be held, the position(s) will be posted on an annual basis. Any bargaining unit member may respond to the posting for consideration to the position(s). Following the posting of the position(s), the District will determine the candidate or candidates to recommend for appointment to the summer school principal position(s).

A stipend of \$6,500 will be paid to the Principal appointed as the 7-8 Summer School Principal.

A stipend of \$7,700 will be paid to the Principal appointed as the 9-12 Summer School Principal.

APPENDIX A
GRIEVANCE FORM
N.S.P.A.

EMPLOYEES STATEMENT

AGREEMENT VIOLATION

Signature _____

Date _____

DATE _____

Superintendent's Signature

SETTLED (YES _____ NO _____)

Unit President's Signature

APPENDIX B

ADMINISTRATIVE SELF-DIRECTED PROFESSIONAL DEVELOPMENT PLAN

NAME: _____ LOCATION/PROGRAM: _____ YEAR: _____

GOAL #: _____

ASSESSMENT MEANS: _____

EXPECTED DATE OF COMPLETION: _____

CONFERENCES: AUGUST _____ OCTOBER-NOVEMBER _____ MARCH-APRIL _____

STEPS TO REACH GOAL	DATE COMPLETE

APPENDIX C

North Syracuse Central School District
Administration
Year End Summary (YES) Form

Name _____ Title _____

Building _____ Evaluator _____ Date _____

Administrative Skills: Instructional Leadership, Supervision and Evaluation, Curriculum Development
and Implementation and Management

Annual Goals: Acknowledgement, feedback, and evaluation

Date

Signature

Evaluator's Signature

Administrator's

(Administrator's signature indicates only that this evaluation has been discussed with the evaluator. The administrator has the right to attach his/her own statement within (10) workdays of the affixed date regarding this observation.)

Distribution: Personnel; Evaluator

TAYLOR LAW AMENDMENT

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

NORTH SYRACUSE
CENTRAL SCHOOL DISTRICT

By Kathleen D. Jamet
Superintendent

Date 8/23/05

NORTH SYRACUSE PRINCIPALS'
ASSOCIATION

By Constance L. Tusse
President

Date August 23, 2005

Seal

Attest Connie A. Gibson
Clerk

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