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Contract Database Metadata Elements

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Union: **Cornwall Administrators' Association**

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Cornwall Central School District And
Cornwall Administrators Assn

AN AGREEMENT

REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT

between

THE CORNWALL CENTRAL SCHOOL DISTRICT

and

THE CORNWALL ADMINISTRATORS' ASSOCIATION

July 1, 2000 through June 30, 2003

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement between
CORNWALL ADMINISTRATORS' ASSOCIATION
and the
CORNWALL CENTRAL SCHOOL DISTRICT

July 1, 2000 - June 30, 2003

ARTICLE I - RECOGNITION

Cornwall Central School District, hereinafter called "The District", hereby recognizes the Cornwall Administrators' Association, hereinafter called "The Association", as the exclusive negotiating agent for the administrators in the unit, consisting of **all personnel assigned as a Building Administrator, Director, Food Service Manager, or Superintendent of Buildings and Grounds.**

ARTICLE II - GENERAL CONTRACT PROVISIONS

A. This contract shall constitute the full and complete commitment between both parties and may not be altered, changed, added to, deleted from, or modified, unless by mutual agreement of both parties in a written and signed statement which shall be attached to this contract.

B. This contract shall supersede any rules, regulations or practices of the District, which may be inconsistent with its terms. The provisions of this contract shall be incorporated into, and be considered part of, the established policies of the District.

C. Copies of this contract shall be provided by the District and distributed to all Association members now employed, or hereafter employed, by the District within thirty (30) days after its ratification by the Association and by the District and subsequent execution by the agents or both parties.

ARTICLE III - COMPENSATION

For each year of the contract, each individual member of the Association filling a full-time administrative position with the District shall have his or her salary increased by 6% over the previous year.

ARTICLE IV - LEAVES

A. SICK LEAVE:

Administrators shall be entitled to fifteen (15) days of sick leave per year. One (1) additional day of sick leave shall be earned for every five (5) years of administrative service in the school district to a maximum of twenty-five (25) days of sick leave in any school year. Administrators shall be able to accumulate sick leave equal to two hundred and fifty (250) days for retirement purposes.

Commencing July 1, 2000, administrators who have served no fewer than five (5) years in the Cornwall Central School District and who, at the time they retire from the District (in accordance with the requirements of the New York State Teachers Retirement System), have at least 50 accumulated but unused sick leave days shall be compensated for all such days at the rate of \$68.00 per day, provided they are at least 55 years of age at the time of retirement and they notify the District no later than three (3) months prior to the date of retirement. Payments shall not exceed the maximum number of accumulated days allowed by the contract (250).

B. PERSONAL LEAVE:

Days of personal leave shall be granted at the discretion of the Superintendent of Schools. Personal leave may be granted to conduct such matters that may not be carried out except during the regular hours of a school day.

C. DEATH IN FAMILY:

Each full-time administrator shall be granted a leave of absence with pay due to a death in the immediate family of the administrator. The immediate family shall include wife, child, mother, father, sister, brother, or corresponding in-law. Absence for this reason shall not be deducted from cumulative sick leave.

D. LEAVE OF ABSENCE WITHOUT PAY:

A leave of absence without pay may be granted at the discretion of the Superintendent of Schools and with the approval of the Board of Education.

E. SABBATICAL LEAVE:

A sabbatical leave for administrators may be granted for the purpose of full-time study. Such leaves shall be granted for a full work year. Any administrator who has completed at least seven (7) years of service as an administrator in the school district is eligible to apply for a sabbatical leave. Applications for such leave must be filed in the office of the Superintendent of Schools on, or before, January 1 and an answer to the request must be given on, or before, February 15 of the same work year. During the period of sabbatical leave, the administrator shall receive compensation and receive status as follows:

(1) During a leave of one (1) year, sixty (60) percent of the scheduled annual salary shall be paid.

(2) Full contractual or tenure rights shall be retained by the administrator.

(3) Payment by the school district of the Social Security and New York State Teacher Retirement System contributions for the administrator shall be maintained at the normal rate.

In deciding upon an application for sabbatical leave, consideration shall be given to the seniority of the applicant and the potential value of the leave to the school district. The Superintendent shall recommend to the Board of Education the appropriate action regarding any leave request.

An administrator who is granted sabbatical leave shall be expected to serve the school district at full-time employment for at least two (2) years following the completion of the leave and shall be required to sign a statement to that effect.

ARTICLE V - VACATIONS

A All Association members shall be entitled to paid vacation as follows:

- (1) all holidays and recesses, as stipulated in the approved calendar by the Board of Education, for the school year; and
- (2) twenty-two (22) days paid vacation during the summer.

B In the event the Superintendent determines that the duties of the position require an Association member to work during an approved vacation period, compensatory time shall be taken during the school year by mutual agreement of the administrator and the Superintendent of Schools. In addition, time may be granted from the working year for extended study purposes, upon the approval of the Superintendent.

C If any Association member is unable to take all of his/her allotted vacation time in a given year, they will lose their accrued vacation with the following exceptions:

- (1) members may choose to be financially compensated for up to two (2) unused vacation days at the rate of 1/220th of annual salary for years in which the days were accumulated. This amount is to be paid by June 30th of the year in which the days were accumulated.
- (2) in the alternative to the above, members may choose to bank up to a maximum of two days per year (increasing to three (3) days effective for the 2002-2003 year) up to a total accumulation of sixteen (16) days for the purpose of being compensated for such accrued vacation total at the time of their retirement from the District ("vacation bank") in accordance with the requirements below. Said days are to be paid at the rate of 1/220th of annual salary. In order to be eligible for the payment of accrued vacation days from this "vacation bank", a member of the Association must have worked a minimum of five (5) years as an administrator with the School District and retire from service in accordance with the requirements of the New York State Teachers Retirement System.

- (3) The ability to “cash in” or “bank” applies to the two (2) days set forth above (three (3) days in 2002-2003). The following examples are offered:

Example A: In school year 2000-2001, a member has two accrued unused vacation days at the end of the year. The member chooses to “cash-in” one accrued vacation and to “bank” one vacation day for potential retirement buy-out.

Example B: In school year 2000-2001, a member has two accrued unused vacation days at the end of the year and chooses to bank both days for potential retirement buy-out.

Example C: In school year 2002-2003, a member has three accrued unused vacation days at the end of the year and chooses to cash-in two days (maximum allowed) and bank one day for potential retirement buy out.

- (4) Members must notify the District by June 1st of their intention regarding any unused vacation time whether it is to be “cashed-in” or “banked” for potential retirement buy-out.
- (5) As set for above, on an annual basis, an administrator may only “cash-in” a maximum of two (2) accrued vacation days. However, in addition to the vacation bank discussed above and the ability to cash in up to 16 banked days upon retirement, in the year in which a member of the Association retires in accordance with the conditions set forth above, the administrator may also “cash-in” unused vacation days up to their total allotment for that year.
- (6) Effective July 1, 2001, in the event a member of the Association who has been employed by the District for fewer than five (5) years leaves the employment of the School District at other than the end of the school year, then the member’s entitlement to paid vacation would be determined on a prorated basis based on the number of months (rounded to the nearest whole month) worked in that school year. In the event a member had already utilized more paid vacation than he/she had earned, then the District will be reimbursed the extra paid vacation day(s) taken from any final pay owed to the administrator. For example, an administrator who leaves the School District on January 1st would have earned one-half of the twenty-two (22) vacation days provided under the contract. In the event the administrator had already taken twenty (20) days of paid vacation, he/she is responsible for reimbursing the District for nine (9) days of vacation which had been taken beyond the pro rata portion he or she had earned. This reimbursement would be accomplished through deductions from any pay remaining to the administrator or, if this is insufficient to cover the amount owed, through separate reimbursement.

ARTICLE VI - BENEFITS

A. The District shall provide the Orange-Ulster School Districts Health Insurance Plan for Association members and shall pay the full cost of such plan for each Association member and the dependents of each Association member, subject to the following. Administrators hired after July 1, 1993 will be required to contribute 10% towards the health insurance premium with said contribution deducted from their pay. Administrators hired before July 1, 1993 will not be required to make any contribution towards premium.

The District will contribute 75% of the cost of health insurance for qualified retirees and 50% of the cost of their dependents towards the retirees' health insurance with the Orange-Ulster School Districts Health Plan so long as the retiree worked a minimum of five continuous years as an administrator with the School District and retires from services with the School District in accordance with the requirements of the New York State Teachers Retirement System.

B. The District will pay \$2,300 to any administrator who foregoes health insurance because he/she is covered by their spouse's plan.

C. The District agrees to provide each Association member three thousand dollars (\$3,000.) per year as follows:

The administrator may use the total dollar amount as stipulated above and apply it to (a) life, disability or other insurance; (b) pension plan; (c) dues to professional organizations; (d) reimbursement for prior approved graduate tuition (beyond Master's Degree) or beyond professional certification upon submission of evidence of successful course completion.

Each Association member, in order to qualify for this benefit, must show proof of membership in one New York State educational association or one national educational association.

Effective July 1, 2001, upon notice of retirement or resignation, an administrator may not spend more than his/her prorated portion of the benefit fund in that year of retirement or resignation. The following examples are offered:

Example A: Administrator provides notice that leaving employment on January 1st and has already spent \$1,000 of benefit fund at the time of notice. Administrator may spend up to remaining \$500 of prorated portion of \$1,500 for one-half year worked.

Example B: Administrator provides notice that leaving employment on January 1st and has already spent \$2,000 of benefit fund at time of notice. Administrator may not spend any more of remaining balance of benefit fund because he/she has exceeded prorated portion of \$1,500 for one-half year worked. However, administrator is not obligated to refund the extra \$500 spent beyond the prorated share.

D. In order to keep current with educational research and trends the District encourages the professional development of each administrator through seminars and course work. Administrators who wish to pursue study beyond their Master's Degree or beyond their professional certification shall have fifty dollars (\$50.00) per credit hour (15 hours per credit) paid by the district provided the course receives prior approval from the Superintendent and the course is applicable to their present administrative position. The District shall approve course credits, to a maximum of six (6) credit hours in one year for reimbursement and shall render payment toward tuition to the administrator upon submission of evidence of successful course completion.

ARTICLE VII - GRIEVANCE PROCEDURE

The purpose of this procedure shall be to ensure for the administrator an appropriate avenue through which to find equitable solutions to problems, which arise from time to time between the administrator and the District. It is understood that all parties agree that the proceedings will be kept as informal and as confidential as may be appropriate to any level of the procedure.

A grievance is an alleged violation of the application, meaning or interpretation of this agreement.

An aggrieved person is the person making the claim.

PROCEDURE:

(1) Informal Level - if the aggrieved administrator is not satisfied with the application, interpretation or meaning, placed upon a portion of the established administrative personnel policies and/or this agreement, the grievant shall have the right to discuss the matter orally with the Superintendent of Schools. Any oral decision effected between the parties shall affect only the individual involved and shall not be considered precedent.

(2) Level I - If the aggrieved administrator is not satisfied with the disposition at the Informal Level, the grievance shall be filed in writing with the Superintendent of Schools. The Superintendent shall have five (5) working days in which to submit a decision, together with his reason(s) for the decision, to the grievant.

(3) Level II - If the aggrieved administrator is not satisfied with the disposition at Level I, or if no decision is rendered by the Superintendent of Schools within ten (10) working days after the submission of the grievance, the grievant may submit to the Board of Education, within fifteen (15) working days, a written stipulation of the grievance. At this point in the grievance, the Cornwall Administrators' Association shall be deemed "a party in interest". The Board of Education shall schedule a hearing for the administrator and the party in interest within ten (10) working days of the date of submission to the Board. The decision of the Board of Education shall require a majority vote, sitting in an executive session, following the hearing. The report of the decision of the Board shall be rendered in ten (10) working days after the close of the hearing. The decision of the Board of Education shall be in writing and shall constitute the findings of fact, reason, and conclusion on the grievance submitted.

ARTICLE VIII - EVALUATION PROCESS

Pre-Conference:

The Superintendent of Schools and the Association member will meet prior to September 1st for the purpose of reviewing the evaluative instrument and determining specific objectives from that instrument for the coming school year. These objectives can either be the evaluative instrument and/or separate from them.

The six categories specified are:

(1) Organizing, Directing & Administering:

This category embraces all general administrative duties of either routine, mechanical or specific nature that are necessary to perform the responsibilities of the administrator's position.

(2) Supervision:

In this category, the administrator helps staff to perform tasks effectively through consultation, guidance and evaluation.

(3) Leadership:

This category means that the administrator motivates his staff to achieve pre-determined goals.

(4) Adaptability:

In this category, the administrator responds to the unique problems and characteristics of his assignment/school.

(5) Coordination/Communication through Planning:

The administrator maintains favorable conditions for the implementation of programs.

(6) Professional Growth:

The administrator makes an effort to keep current in his/her profession by attending conferences and workshops whenever possible.

(7) Other areas (as agreed upon between the administrator and the Superintendent of Schools):

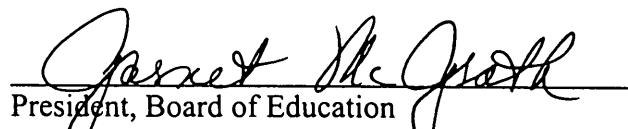
Evaluation Schedule:

The Superintendent will meet with each Association member prior to January 30 to review the association member's performance.


Prior to June 15th each Association member will receive a written evaluation of his or her performance during the last school year.



Superintendent of Schools



President, Board of Education



Administrators' Association