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AD 16057

ROBEY ALLEY NEIGHBORS' ASSOCIATION



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ARTICLE I

PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to encourage and increase effective and harmonious working relationships between the Superintendent of Schools and the Administrative employees represented by the Rome Administrators' Association (hereinafter referred to as the "Association"), and to enable the Administrative employees to more fully participate in and contribute to the development of educational procedures for the School District so that the cause of public education may best be served in Rome, New York, this Agreement has been executed.

ARTICLE II

RECOGNITION

- A. The Board of Education of the Rome City School District recognizes the Rome Administrators' Association as the exclusive and sole bargaining representative for the negotiating unit defined as all Building Principals, Building Assistant Principals, Directors, Assistant Directors, and Supervisors and for all other professionally certificated administrative employees; with the exception of the Superintendent, the Deputy Superintendent, the Assistant Superintendent for Business and Finance and the Assistant Superintendent for Instruction/Curriculum.
- B. Any and all newly created or substantially altered existing supervisory or administrative positions shall be automatically included in this recognition and shall be represented by the Association for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such position(s).
- C. The Board recognizes the Association as the exclusive representative of the employees so named above for the purpose of negotiations regarding wages, hours, terms and conditions of employment and in the settlement of grievances under the laws of the State of New York.
- D. The parties agree to extend the period of unchallenged representation status for the maximum period authorized by Article 14 of the Civil Service Law, Section 208(c).

ARTICLE III

NEGOTIATION PROCEDURES

A. Time and Scope of Negotiations:

1. Proposals for a successor agreement shall be made not earlier than November 1st nor later than February 1st of the final year of the present contract, except by mutual consent. Items for negotiations shall be submitted in writing by each party to the other at least one (1) week prior to the first meeting. No new items for negotiations may be submitted after the initial exchange unless mutually agreed upon by both parties to this negotiations.
2. The parties agree that a good faith effort will be employed in an effort to reach agreement on all matters raised by either party concerning the terms and conditions of the administrators' employment. In the spirit of good faith negotiations, each party will mutually pledge, in writing, that their representatives (negotiators) are empowered to make and consider proposals and counterproposals, and to reach compromises in the course of negotiations, except where prohibited by law.
3. The provisions of this Agreement will be incorporated into and be considered part of the established policies of the Superintendent. All existing policies affecting salaries, hours and other terms and conditions of employment will remain in force and effect unless they are inconsistent with the terms of this Agreement, in which case the terms of this Agreement will prevail.
4. In any conflict or dispute arising out of the terms and conditions of employment, past practices of the School District will govern.

B. Availability of Budgetary and Statistical Information:

During negotiations, the Superintendent or his/her designated representative(s) shall furnish to the Association, upon request, such public information as required for negotiations. In the event that extensive research is required, the Association will do the research with the Superintendent providing all necessary data. Such information shall be in sufficient detail to facilitate the negotiations process. By example, the Superintendent, upon request, shall furnish information regarding all labor costs, to include wages and salaries, retirement, benefit costs, hospitalization and other insurance costs, sick leave costs, personal leave costs, etc., budget information and tax and other revenue information. Upon request, the Association will provide the Superintendent with pertinent public information in its possession.

ARTICLE IV

SYSTEM-WIDE NEGOTIATIONS

A. Introduction:

The Association recognizes the complex problems the Superintendent encounters in negotiating with several groups; however, the fact that the Superintendent must negotiate with groups that effect the terms and conditions of administrators' employment behooves the Superintendent to consult with the Administrators prior to negotiations with other employee units.

B. Procedure:

When the Superintendent receives contract proposals from other employee organizations, he/she will arrange, as soon as possible, administrative meetings to review said proposals. Such review shall not constitute the basis for the filing by the District of a managerial-confidential petition to PERB.

ARTICLE V

STAFFING OF SCHOOLS

A. Purpose:

The Administrator will play an active role in assisting in the selection of staff to implement programs.

B. New Staff Members:

The Administrators to whom the new staff members, professional and nonprofessional, are directly responsible will be directly involved in recruiting, interviewing, and assisting in the selection of candidates for their schools or departments. Such Administrators shall be responsible for making recommendations to the Superintendent, or his/her designee, as to suitability of a candidate for employment. Credentials of the candidates will be made available to the Administrators prior to their interview with the candidates.

1. During budget planning of each year, the appropriate Administrators will recommend to the Superintendent, or his/her designee, how many teachers, aides, monitors, clerical and custodial help will be needed for the coming school year in order to implement the educational program of his/her school or department. The Superintendent and/or his/her designee will meet with Administrators individually and/or collectively to review staffing needs during the budget development period.
2. All Building Principals and Directors will be notified verbally or in writing of the new staff members assigned to their building or department at least one (1) day prior to the placement, or sooner, if possible.

C. Staff Transfer Requests:

When a staff member requests a transfer to another school, the administration shall notify the Building Principal/Director, and the staff member should meet with the Building Principal/Director to inform the Principal of the reasons for the request to transfer. The receiving Principal shall be consulted prior to the decision to transfer. An Administrator may request a staff transfer in accordance with the provisions of this contract and consistent with the current agreement under which that staff member is working.

ARTICLE VI

EVALUATION OF STAFF

A. Responsibility:

It is the administrators' responsibility to supervise and evaluate their staff, in accordance with current agreements.

1. Administrators will be responsible for supervising and evaluating members of their staffs.
2. In cases where a staff member is supervised by more than one Administrator, each of the Administrators will communicate with the other regarding the performance of the staff members of the department and/or schools under their supervision.
3. In special situations, additional evaluations and data gathering might be required.
4. Any Administrator, other than the Principal, shall have a pre-communication with the Building Principal prior to the post-conference with the staff member of the department and/or schools under their supervision.

ARTICLE VII

ASSOCIATION RIGHTS

- A. With prior approval of the Building Principal, the Association may have the use of school buildings without cost and at reasonable times for meetings.
- B. The Association will be permitted to use school typewriters, computers, copying machines or other duplicating machines, audio-visual equipment and other equipment relating to the ongoing business of the Association, providing that such equipment is not otherwise in use and that said equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use, the Association will provide its own materials.
- C. Association Use of Interschool Mail and Mail Boxes:

The Association shall have use of interschool mail facilities and faculty mail boxes for its affairs.
- D. Deduction of Fees from Salary:

1. The Superintendent agrees to deduct from the salaries of the Association bargaining unit local and state dues. The Superintendent and the Rome Administrators' Association agree to forward agency shop fees to the School Administrators of New York State as allowed by law.
2. Any Administrator who wishes to discontinue deductions will be able to do so by notifying the Payroll Department in writing one (1) month before the change is to take place.
3. All receipts will be deposited to the Rome Administrators' Association account.
- E. Occasionally, the Rome Administrators' Association President/designee may request leave/time which may be granted to appropriate administrative personnel by the Superintendent for the purpose of accomplishing the Rome Administrators Association Professional Responsibilities Plan.

ARTICLE VIII

ADMINISTRATIVE POSITIONS

A. Voluntary Transfers:

When a vacancy exists, Administrators who wish to transfer from one assignment to another may apply in writing to the Superintendent.

1. Seniority will be a consideration if more than one (1) Administrator applies for the same transfer.
2. Related work experience will be a consideration if more than one (1) Administrator applies for the same transfer.

B. Involuntary Transfer:

1. Any involuntary transfer will be made only after a meeting with the Administrator and notification of the reason(s) for the proposed transfer have been stated in writing.
2. If any involuntary transfer of an Administrator in the same classification becomes necessary, the Administrator will be transferred at the same salary or the higher appropriate salary if the position is one greater responsibility.
3. No involuntary transfer shall be permitted to a position outside the tenure area of the Administrator.

ARTICLE IX

VACANCIES AND PROMOTIONS AND NEW POSITIONS

- A. The Superintendent, or his/her designee, shall give written notice to each member of the Rome Administrators' Association of any Administrators' Unit vacancy which occurs, or is created, prior to public release.
- B. Creation of New Positions:
 - 1. If the Superintendent or Board of Education creates a new administrative position, the Association President will be notified of the vacancy and will receive the first draft of the new job description with the opportunity for written input to the Superintendent within a reasonable length of time.
 - 2. If, during the term of this Agreement, the District creates a new administrative or supervisory position, the terms and conditions of employment for such position shall be governed by this Agreement.
 - 3. The District shall have the right to employ new administrators at initial salary rates which the Board of Education deems to be appropriate.
- C. Announcement of the Vacancy Shall Include the Following:
 - 1. A description of the position to be filled.
 - 2. Qualifications for the position.
 - 3. Appropriate salary range.
 - 4. Procedure for application.
- D. Candidates will not be sought outside the District until there is an initial review of all applications filed by internal candidates within five (5) working days of notification to the Rome Administrators' Association under Section "A" above.

ARTICLE IX
(Continued)

E. Criteria for Selection:

The following criteria will be considered in filling administrative positions:

1. All qualifications being equal, first preference will be given to Rome administrative staff.
2. Demonstrated successful experience in the position or related positions, scope of educational background and seniority will be considerations.

F. Notification:

1. If, at any stage in the recruitment process, including the initial review, it is determined by the Board and the Superintendent or his/her designee that an internal candidate does not meet the qualifications and requirements of said position, the applicant will be advised that he/she is no longer being considered for such a position.
2. Each applicant shall receive written notice regarding who was selected for the position before public announcement is made. If an applicant wishes to determine why he/she was not selected, he/she will be provided with a personal interview.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose:

It is the primary purpose of the Grievance Procedure to secure, at the earliest possible stage, equitable solutions to alleged grievances. Except as is necessary for the purpose of implementing this section, the parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any stage of the procedure. Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the Administration.

B. Definitions:

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of policy affecting the welfare of the Administrator under the terms and conditions of employment as described in this Agreement.
2. Supervisor shall mean the individual having direct-line responsibility over the Administrator or group of Administrators filing the grievance.
3. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

C. General Conditions:

1. The Administrators' Association may file a general grievance, representing the identified individual grievant directly with the Superintendent.
2. Any grievant may be represented at all meetings and hearings at any stage of the Grievance Procedure by legal counsel and may be represented by the Association, if so requested by the grievant.
3. There will be no public release regarding grievances, except by mutual agreement.
4. The grievant shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination or reprisal.

ARTICLE X
(Continued)

D. Time Limits:

Time limits are hereby established in the Grievance Procedure to insure that the alleged grievance will be handled with dispatch. If either party to the Agreement fails to answer or appeal the grievance within the time limits specified, unless extended by mutual consent, the grievance must be appealed to the next step within ten (10) school days or be considered to have been answered satisfactorily. It is understood that when the time limit extends into one of the school recess or vacation periods, the parties will agree upon a mutually satisfactory date for an answer to be forthcoming.

E. Procedure:

All grievances shall include the name and position of the aggrieved party, the violation of the Article in this Agreement involved in 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, and a general statement of the nature of the grievances and the remedies sought by the aggrieved party.

1. Level 1:

Any Administrator having a grievance or any one (1) designated member of a group having a grievance will discuss the grievance with that Administrator having the immediate authority to resolve the grievance. The Administrator with whom the grievance is discussed, as outlined above, shall render a decision to the grievant within three (3) school days of the date the complaint was first orally discussed with him/her by the grievant. In the event the complaint is not resolved to the satisfaction of the grievant, he/she shall reduce the complaint to writing on the grievance form provided, sign the grievance and present it to the Administrator within thirty (30) days after the alleged grievance occurred. The Administrator shall render a written decision within three (3) school days after the written grievance is presented to him/her.

ARTICLE X
(Continued)

E. Procedure (continued)

2. Level 2:

If the written answer in Level 1 does not resolve the grievance, such answer may be appealed to Level 2 of the Procedure within ten (10) school days of the receipt of the written answer in Level 1. The Superintendent, or his/her designated representative shall, within five (5) school days of the date of the appeal, meet with the parties and attempt to arrive at an equitable solution. The Superintendent, or his/her designated representative, shall render a decision within five (5) school days of the date of the hearing.

3. Level 3:

If the written answer in Level 2 does not resolve the grievance, the grievance may be appealed to Level 3 of this procedure within ten (10) school days of the receipt of the written answer at Level 2.

- a. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance.
- b. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing giving reasons for acceptance or rejection of the grievance. In the event a satisfactory settlement is not reached in Level 3, the grievance may be appealed to Arbitration or as prescribed by Education Law.

4. Level 4 Arbitration:

- a. Notice of intent to appeal any grievance to an arbitrator shall be filed with the Superintendent within ten (10) school days after the written decision has been given under Level 3 of the Grievance Procedure. If such notice is not received by the Superintendent within ten (10) school days referred to, the decision in Level 3 shall be final.
- b. Within five (5) days after a grievance has been appealed to arbitration, a representative of the Association and of the Superintendent will meet to select an arbitrator to whom the case will then be submitted.

ARTICLE X
(Continued)

- c. If an arbitrator is not agreed upon by the parties within ten (10) school days of the date the grievance was appealed to arbitration, the parties shall request the American Arbitration Association or the Federal Mediation and Conciliation Service or PERB Panel of Arbitrators to submit the names of five (5) arbitrators. It will be mutually agreed upon which service will be utilized. The parties will attempt to agree on one (1) of these five as an arbitrator. If no agreement is reached on one of the five (5) proposed arbitrators, the parties shall request the agency selected above to submit the name of one (1) arbitrator, not included in the five names previously furnished, who will be the arbitrator.
- d. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) calendar days from the close of the hearing. Four (4) copies of the decision shall be signed by the arbitrator, two (2) copies of which shall be delivered or mailed to each of the parties to the agreement. The arbitrator's written decision shall be final and binding on both parties.
- e. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. His/Her decision shall be limited strictly to the application and interpretation of the specific Article of this Agreement. He/She shall further be without power or authority to make any decisions:
 - 1. Involving Board discretion or Board policy under the provisions of this Agreement, under Board Bylaws, or under applicable law, except that he/she may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applies such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances.
 - 2. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its Bylaws, applicable law and rules and regulations having the force and effect of law.
- f. The costs of arbitration shall be borne equally by both parties.

ARTICLE X
(Continued)

GRIEVANCE FORM

Date: _____

Employee's Name: _____

Building: _____ Title: _____

Nature of Grievance: _____

Settlement Desired: _____

Signed: _____ Signed: _____
(Employee) (For the Association)

Administrative Reply: _____

Date: _____ Signed: _____
Supervisor

Fill out in triplicate and distribute to: 1) Supervisor
2) Associate President
3) Employee

ARTICLE XI

LEAVES

A. Sick Leave

All Administrators are entitled to be absent from work because of personal illness or disability, or because of the presence of a contagious disease in the family, without loss of pay in accordance with the conditions listed below:

1. At the beginning of the work year, Administrators will be credited with the following:
 - a. Eleven (11) month employees, seventeen and one-half days (17.5) of sick leave.
 - b. Twelve (12) month employees, nineteen (19) days of sick leave.
2. Accumulation of unused sick leave shall be unlimited.
3. At the beginning of each year, each Administrator will be provided with a record of the number of his/her accrued sick leave days. Such a statement will also be made available at any other time to an Administrator upon request.

B. Sick Leave Bank:

At the beginning of the first year of this contract, the District will provide fifty (50) sick leave days to the Rome Administrators' Association Sick Leave Bank. At the beginning of each subsequent year of this contract, the District will provide sufficient sick leave days to bring the amount of days in the bank up to the fifty (50) day maximum. There shall be no more than fifty (50) days in the sick leave bank at the beginning of any year of this contract.

1. There shall be a Sick Leave Bank for the purpose of making available, under the terms and conditions set forth in this contract, additional sick leave to Administrators who have exhausted current and accumulated sick leave, and who are unable to return to work because of a prolonged serious illness or injury, and have no other source of income such as income protection and/or accident and health insurance which would provide an income equal to the Administrator's salary.

ARTICLE XI (continued)

2. The Sick Leave Bank shall be administered by a Committee consisting of three (3) members appointed by the Association. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said available days. Any such additional sick leave days which are granted by the Committee shall not exceed fifty (50) days per illness or injury per employee. Should the Committee become deadlocked or otherwise unable to reach a decision regarding the nature or seriousness of a particular illness or injury or the number of days to be granted, then the members shall appoint a qualified and competent licensed physician (who may be a specialist with regard to the illness or injury in question) to assist them in their determination and, if necessary, cast the deciding vote. In no event, however, shall any decision of the Committee be considered to be a proper subject to be processed under this contract's Grievance Procedure, and the decisions of the Committee shall be specifically excluded from the provisions of that Article.

3. For the purposes of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by the medical profession. Applications for use of additional sick leave days shall be accompanied by written confirmation/verification from the applicant's attending physician and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the Administrator examined by a physician of its own choosing. Any dispute as to whether or not an illness or injury is "serious" or "prolonged" as those terms are used herein, shall be resolved by the licensed physician who may be appointed as hereinbefore provided in subsection (d). The purpose of this Sick Leave Bank is to provide additional sick leave in extraordinary situations where a seriously ill, injured or disabled administrator has no other significant means of income and cannot return to work for a prolonged period of time (after accumulated sick leave has been exhausted) which will create a bona fide economic hardship upon the Administrator. It is not intended to cover absences of a single day, or several days, where there is no serious or prolonged illness or injury or where no bona fide economic hardship exists. The Committee may, however, grant additional sick leave upon a pro rata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general fifty (50) day limitation set forth herein.

ARTICLE XI (continued)

C. Administrators who have exhausted their sick leave may apply to the Superintendent of Schools for additional sick leave. The Superintendent shall, at his/her discretion, be authorized to treat highly exceptional cases as such, and authorize such additional sick leave as, in his/her opinion, may seem wise and equitable.

D. Emergency Leave:

Emergency leave shall be given for absences occasioned by birth in the family, sickness in the immediate family, attendance at the funeral of a close relative or associate, or other valid emergencies as approved by the Superintendent or his/her designee.

E. Personal Leave:

Personal leave for other reasons or urgent and extreme necessity shall be granted upon notification to the Superintendent.

1. At the beginning of each school year:

a 11 Month employees shall be granted six (6) personal leave days.

b 12 Month employees shall be granted six (6) personal leave days.

Extensions shall be granted at the option of the Superintendent.

2. Administrative staff members should give as much advance notice as possible when requesting personal leave. Emergencies may preclude such advance notice.

3. Unused personal leave days shall be credited to the employee's sick leave account at the end of each school year so that the total possible sick leave for each year is as follows:

a. Eleven (11) month employees, twenty-three and one-half (23.5) days of sick leave.

b. Twelve (12) month employees, twenty-five (25) days of sick leave.

4. Reasons for personal leave need not be given.

ARTICLE XI (continued)

F. Leave of Absence:

1. Any Administrator desiring a leave of absence shall notify the Superintendent of Schools in writing at least four (4) months before the close of such term, except as emergencies may require a shorter need for a leave of absence.
2. A request for a leave of absence shall be for a period of not more than one (1) school year. The Board may grant extensions upon request.
3. Administrators on leaves of absence shall submit in writing their intent to return or not during the prior semester of the termination of the leave, either by April 1st, or November 1st, whichever applies.
4. Such leave shall be granted without pay.
5. Positions temporarily vacated by Administrators on such leaves may be filled on an acting basis for the duration of such leave.
6. All benefits to which a tenured Administrator was entitled at the time his/her leave commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time of such leave.
7. An Administrator on an unpaid leave of absence may continue his/her Health Insurance Program at his/her expense.

G. Terminal Leave and Retirement:

1. Upon retirement or disability causing retirement, any professional employee who has served for at least ten (10) years in the Rome City School District will be granted terminal pay, added to his/her final year's salary.
2. A professional employee qualifying under number (1) shall be paid an amount equal to one four-hundredth (1/400) of his/her final year's salary times one-third (1/3) of his or her accumulated unused sick days.
3. Any retiring administrator will have the option of receiving compensation, as outlined in Article XI, Section G.2, for his/her accumulated sick days either in a lump sum payment at the time of retirement or distributed over the final three years of employment as designated by the employee, not to exceed three installments.

ARTICLE XI
(Continued)

G. Terminal Leave and Retirement (continued):

4. Retirement Incentive:

An Administrator meeting the following criteria shall receive a single payment of \$12,000 plus the salary difference between the year of retirement and the next school year;

- a) Has worked as a professional in the District for at least ten (10) years; and
- b) Has turned fifty-five (55) by the end of the school year in which he or she retires; and
- c) Retires effective August 1 of the year they are eligible; and
- d) Officially declares his or her retirement no later than March 1 prior to the retirement on August 1; and
- e) In the case of death, if the administrator meets the requirements for terminal leave, monies owed to the administrator (terminal leave) under this provision will be paid to the same beneficiary as stipulated on the New York State Retirement Plan, unless otherwise stipulated by the administrator.
- f) New hires in the administrator's union, will no longer be eligible for the retirement incentive if hired after July 1, 2009.
- g) In the case of Nancy Opperman, she will be eligible to receive the current benefit at age 55 provided she declares a minimum of two (2) years in advance.

5. Life Insurance for Retirees:

- a) An administrator who retires on or before June 30, 2005 may continue his/her participation in the Administrator's Group Life Insurance for a period not to exceed ten years after retirement. The retiree shall bare the full cost of participation.
- b) An administrator who retires on or after July 1, 2005 may continue his/her participation in the Administrator's Group Life insurance for life. The District will pay the individual premiums for the retiree for first five years of his/her retirement. After the first five years of retirement, the retiree shall bare the full cost of participation.

ARTICLE XI
(Continued)

H. Child Bearing/Child Rearing Leave:

1. a. Any Administrator shall be granted, upon written application, a leave of absence of up to two (2) years, without pay or increment up to one (1) year at a time, for the purposes of child bearing/child rearing.
- b. A leave of absence for child bearing/child rearing may be for a period of less than one (1) or two (2) years duration, at the Administrator's discretion, so as to conform to the individual circumstances of each case, but it is the intention of the parties that such leave be taken in such a manner as to minimize supervisory disruption. Accordingly, the Administrator shall consult with the Superintendent or designee and mutually agree upon a return date. Any such leave which is for less than a full year must terminate at the completion of the semester in which such leave is commenced, or at the end of the following semester.
2. A pregnant Administrator may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the Administrator's personal physician. If the Administrator continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her administrative duties because of her pregnancy. The District shall have the right to consult with the Administrator's physician and should any dispute arise regarding the disability period, the District shall have the right to have the Administrator examined by its own physician. If the Administrator commences her maternity leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in the same manner as any other leave of absence, and she shall not be eligible for any unused accumulated sick leave benefits. In the event that an Administrator does continue to work until physically unable to do so, as set forth above, she shall be eligible for said accumulated sick leave benefits only for the period of actual disability.

ARTICLE XI
(Continued)

H. Child Bearing/Child Rearing Leave: (continued)

3. In the event that both father and mother are employed by the District, there shall not be a duplication of child care and/or maternity leave, and only one individual shall be granted leave at any one time. If the mother is not an employee of the District, and remains at home to care for the infant, Child Care Leave shall not be granted to the father employed by the District unless the mother is his legal spouse and he can prove to the satisfaction of the District that there are exceptional and medically compelling circumstances which require him to remain at home.

4. An Administrator who adopts an infant child will be eligible for a leave of absence of up to one (1) year subject to the conditions of this section. Application for such leave should be made as early as possible prior to the scheduled adoption. In the event both parents are employed by the District, Adoption Leave shall not be granted to both.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. Professional Development:

The District will allow for one (1) day while school is not in session to give consideration to the development of professional improvement of Administrators. The cost for these in-service programs shall be paid for by the District. The cost factor will be mutually agreed upon and will not exceed one thousand five hundred dollars (\$1,500.00).

B. This program shall ultimately encourage the development of professional improvement through legitimate, individual and original research directly related to the actual problems of the Rome City School District.

C. In attending conferences, members of the Administrators unit maintain professional competence. Excused absences, with pay, will be granted to any member of the unit to attend professional meetings, conferences and workshops when approved by the Superintendent.

D. The following procedures will be followed by all Administrators in requesting approval to attend professional meetings:

1. Conference attendance requests must be submitted on the standard conference forms provided.
2. In the event that reservations must be made in advance, the Administrator should submit the request at least one (1) month prior to the month during which the conference occurs.
3. Under certain circumstances, e.g., invitations to conferences extended to professional personnel where one (1) month's notice is not given to the recipients, the Superintendent of Schools may waive the one (1) month limit listed in Section D (2), above.
4. The conference form, when approved, will be returned to the Administrator together with an expense voucher which will subsequently be submitted to the business office after the conference. When conference expenses exceed original requests, upon appeal, the Superintendent will review actual expenses.

ARTICLE XIII

SABBATICAL LEAVE

- A. To be eligible for a sabbatical leave, an applicant must be a member of the professional staff with a minimum of seven (7) years of service in the Rome City School District and hold a permanent certification in the field in which he/she is working at the time of application.
- B. Sabbaticals must be a professional value to the applicant and to the Rome City School District. Candidates must submit a statement in support of this and outline in detail the objectives and the program to achieve it which may be either advanced study, travel, research or other activity.
- C. Applicants will be expected to return to the Rome City School District for a period of at least two (2) years and will not be eligible for a second sabbatical leave until the end of another seven (7) year period.
- D. Applications will be reviewed and selection of recipients made by a committee, as follows:
 - 1. The President of the Board of Education or designee.
 - 2. The Superintendent of Schools or designee.
 - 3. Chairperson of the Committee on Instruction and Services or a member of the Committee designated by the Chairperson.
 - 4. President of the Rome Administrators' Association.
 - 5. Two Administrators: one (1) appointed by the Superintendent of Schools from a list of three (3) selected by the Rome Administrators' Association; and one (1) appointed by the President of the Rome Administrators' Association.
- E. The decisions of the Selection Committee shall be subject to the approval of the Board of Education in its function of granting leaves of absence.
- F. If selected applicants are unable to accept sabbaticals, replacements, if made, shall be chosen from those applications already on file.

ARTICLE XIII
(Continued)

- G. All applications for leave shall be filed by February 1st and selection made by April 1st for an ensuing school year.
- H. Application forms shall be made available from the Superintendent of Schools or designee.
- I. During sabbatical leaves, Administrators shall have the option of continuing their health insurance.
- J. During sabbatical leaves, Administrators shall have their retirement benefits continued.
- K. Any Administrator that has met the qualifications for a sabbatical leave may select leave from one of the following options:
 - 1. One (1) year at one-half (1/2) pay after seven (7) years with the District with no sabbatical during that period of time.
 - 2. One-half (1/2) year at full pay after seven (7) years with the District with no sabbatical during that period of time.
- L. The District agrees to pay up to \$3,000 for preapproved summer training, including, but not limited to graduate courses from an accredited university. It must be appropriate to the administrative area served by the individual administrator. No more than \$3,000 may be spent on an individual nor more than \$10,000 totally for all members of the unit in any fiscal year. Prior approval shall be obtained from the Superintendent of Schools.
- M. An applicant may request summer training for one (1), two (2) or three (3) summers.

ARTICLE XIV

PROTECTION

A. Purpose:

It is intended that the primary purpose of this Article is to clarify the rights and responsibilities of an Administrator so that he/she may best serve the Rome City School District.

B. Conditions:

1. In case of assault or injury incurred by the Administrator in emergencies involving the protection of children or staff while acting in legal discharge of his/her duties resulting in loss of time, the Administrator shall be paid in full during the period of disability without deduction from sick leave.
2. Paid absences suffered from assault shall not be deducted from sick or personal leave.
3. In cases of such assault, the Administrator shall be reimbursed for any medical costs or for costs of replacing or repairing dentures, eyeglasses, hearing aids or any similar bodily appurtenances not covered by Workers' Compensation, which are destroyed, damaged or lost while the Administrator was acting in the legal discharge of his/her duties within the scope of his/her employment.
4. Administrators shall be reimbursed for the cost of clothing or other personal property destroyed, damaged or lost as a result of an assault suffered by the Administrator while the Administrator was acting in the legal discharge of his/her duties within the scope of his/her employment.
5. If an Administrator's vehicle is damaged by vandals while on duty for the Rome City School District, the District shall reimburse the Administrator(s) up to three thousand dollars (\$3,000.00) each year with no rollover of funds. Once the three thousand dollars (\$3,000.00) is expended, the District will pay the two hundred dollar (\$200.00) deductible, limited to two hundred dollars (\$200.00) for each incident. There will be no double recovery.

ARTICLE XIV
(Continued)

B. Conditions: (continued)

6. Liability insurance will be provided by the School District for the transporting of pupils by Administrators while acting in the legal discharge of his/her duties. This shall include financial loss resulting to an Administrator from taking students on trips authorized by the School District, provided the Administrator was acting in the discharge of his/her duties within the scope of his/her employment, and shall require the School District to reimburse an Administrator for any additional premiums on his/her automobile insurance up to a maximum of three (3) years resulting directly and exclusively from an accident which occurs on such a trip.

7. The Central Office will provide a copy of the policy.

C. Procedure:

1. All cases of assault must be reported immediately to the Superintendent or designee.
2. The Superintendent will advise the Administrator as to which course of action to take.
3. Administrators may seek legal representation independently of the Board.
4. The Superintendent or designee will act as liaison between the parties involved in the assault.
5. The Board will provide legal service as outlined in Sections 3023 and 3028 of the New York State Education law where civil action, if brought against an Administrator, based upon disciplinary action against a pupil or any other act performed by an Administrator in the discharge of his/her duties and within the scope of his/her employment. Administrators shall have access to the legal advice provided by the District through the Superintendent.

D. Administrators shall have the right, without threat to their tenure, promotion, draft status or any professional advantages which they may possess, to participate in any legal activities of the Association or collective negotiation with the Superintendent to institute any grievance, complaint or proceeding under this Agreement, to evaluate and criticize in a professional manner the policies and programs of the School System; and to voice opinions for or against a proposed or effective contract.

ARTICLE XIV (continued)

- E. No Administrator shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, nor shall any Administrator be disciplined or reprimanded publicly, except as constituted by law. An Administrator shall be advised in writing in a confidential manner of any significant complaint or accusation reported to the Superintendent which may be used in action against the Administrator. An Administrator shall be given the opportunity to answer in his/her own defense, with a representative of the Association, or legal counsel if he/she so chooses. A representative of the Association shall have the right, with the consent of the Administrator, to be present at any meetings, formal or informal, resulting from such action. Any such action, including adverse evaluation of an Administrator's performance or a violation of professional ethics asserted by the Board, shall be subject to the Grievance Procedure set forth in this Agreement.
- F. **Review of Personnel File:**
- Each Administrator has the right, upon request, to review and copy his/her personnel file to the extent permitted by ethical obligation in connection with his/her employment. He/She shall also have the right to attach a written statement in answer to any material already in his/her file. His/Her personnel file shall not be open to public inspection except upon specific written consent by the Administrator.
- G. **Anonymous Material:**
- No anonymous material shall be placed in an Administrator's personnel file. Pertinent anonymous material, upon receipt, shall be brought to the Administrator's attention.
- H. Administrators shall not be required to transport pupils under any circumstances. However, Administrators may do so voluntarily. In such event, it is understood that the Administrator(s) is acting within the scope of his/her employment and will be fully indemnified by the District for any personal loss or liability arising there under.
- I. **Purpose:**
- It is the purpose of this section to improve the effectiveness of Administrators and the quality of education in the Rome City School District. It is believed that improved effectiveness can be promoted by granting job security to Administrators, thereby reducing turnover and increasing continuity of service; instilling in Administrators a sense of security, stability, confidence and freedom; and encouraging able professionals to seek administrative posts.

ARTICLE XIV (continued)

J. Procedures:

1. It is the purpose of this section to provide orderly procedures to protect Administrators from unjustified dismissal.
2. Administrators will continue to be employed in the Rome City School District as long as they perform their services competently, efficiently and professionally, and shall not be removed, except for the following causes, after a hearing, by the recommendation of the Superintendent and a majority vote of the Rome Board of Education:
 - a. Insubordination
 - b. Immoral Conduct
 - c. Inefficiency
 - d. Incompetency
 - e. Physical or Mental Disability
 - f. Neglect of Duty
 - g. Failure to Maintain Certification.
3. Charges will not be lodged against an Administrator unless there is sufficient evidence to warrant action. Before an Administrator is dismissed, he/she will be notified of the charges. After notification of the charges, the Administrator shall be granted a hearing if he/she so desires. The notice of the hearing and enumeration of the charges shall be sent by registered mail. The hearing shall be public or private, at the sole discretion of the Administrator charged. The hearing shall be held as follows: The Hearing Committee shall proceed to try and determine the case and shall fix the penalty and punishment. Such penalty or punishment shall consist of a reprimand, loss of pay, suspension for a fixed time, or dismissal. The testimony at the hearing shall be under oath. The presiding member of the Board shall have the right to administer the oath and issue subpoenas. The transcribed record must be made and kept, readily available to all parties concerned. The rules of evidence generally applicable to court procedure need not be fully applicable to such hearings. However, the Administrator so charged shall have a right to counsel and the right to cross-examine all witnesses.

Only charges originally lodged can be brought out at the hearing. If the Administrator is acquitted, he/she shall be restored to his/her position at full pay for the period of suspension.

ARTICLE XIV (continued)

Any Administrator conceiving him/herself aggrieved may review the determination of the Hearing Committee by appeal to the Commissioner of Education or the courts under Article 78 CPLR.

No charges may be brought against an Administrator more than two (2) years after the discovery of the alleged misconduct.

K. Job Descriptions:

No change shall be made in any job description without notification to, and prior consultation/discussion with, the Rome Administrators' Association.

L. Notification:

During the term of this Agreement, the Board shall not abolish any administrative position existing at the time of this Agreement without the Superintendent first consulting with the Rome Administrators' Association. In the event that during the term of this contract the position for which the employee(s) was hired is abolished, the respective Administrator will be given one hundred twenty (120) days notice. In the event one hundred twenty (120) days notice is not given, the Administrator shall be granted four (4) months' pay from the date said notice is given.

ARTICLE XV

MISCELLANEOUS

A. Time for Negotiations and Grievance Processing:

If meetings between the Superintendent and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties necessary to permit their participation in such meetings, with no loss in leave or pay. When it is necessary, pursuant to the Grievance Procedure, an Administrator member of the Grievance Committee or their representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing to said persons immediately superior or the Superintendent upon notice of such fact by the Chairperson of the Grievance Committee, said person shall be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any Administrator whose appearance in such investigations, meeting(s), or hearings as a witness is necessary will be accorded the same right. Both parties agree to make themselves available for the above investigations and hearings at times when, insofar as possible, there will be no interference with the usual duties of the Administrator.

B. Copies of Agreement:

Copies of this Agreement will be typed, printed and provided to each Administrator at Board expense.

C. Saving Clause:

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue.

D. Section 204-a, Agreement Between Public Employers and Employee Organizations:

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement: "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."

ARTICLE XVI

LIAISON COMMITTEE

- A. Since it is the firm belief that the administration and implementation of educational policy in a school system is best accomplished by maintaining professional dialogue between those charged by law with the responsibility for making policy and those who administer it; and since it is the firm belief of the parties that as problems arise in the professional area, the best approach is a flexible, professional one, the parties agree to establish a Liaison Committee in accordance with the following procedures:
1. It is agreed that the Superintendent and the Executive Committee of the Rome Administrators' Association shall compose the Liaison Committee.
 2. This committee will meet monthly or more often if the need arises, at mutually agreeable dates and times.
 3. An option exists for two (2) mutually selected members at large to be invited to consider issues that require additional information.
 4. The Committee shall establish an agenda in advance of any scheduled meeting, including matters referred to it under the terms of this Agreement.
 5. Matters for consideration by the Liaison Committee shall include:
 - Professional in-service days and/or programs
 - Attendance at conferences and clinics
 - Administrators' proposals for professional development
 - General subjects of concern relating to the school system
 6. One purpose of the Committee shall be to provide input and review proposed policy changes and procedures. In such situations, the Committee members shall be informed in writing of proposed policy and procedure changes ten (10) working days prior to final consideration.

ARTICLE XVI
(Continued)

- B. The members of the Rome Administrators' Association are committed to the District's primary focus, the improvement of student achievement. Members of the RAA recognize that continued teamwork and cooperation between school level leaders and district-wide administrators will support and sustain improvements in our schools.

Thus, on an annual basis, the liaison committee and the Superintendent or his/her designee will review a schedule of tasks, meetings and requirements associated with district oversight of school improvement initiatives and compliance with federal and state regulations, assigning tasks to members by mutual agreement for the following school year. Such additional tasks, meetings and requirements shall consist of:

1. Coordination of 3-8 Testing
2. Assistance in Preparation of Staff Development Calendar
3. Coordination of Field Trips and Performing Arts
4. Periodic Data Preparation (School District-Wide Reports)

In order to add duties to the above list, the liaison committee must first agree to the proposed additions. In no event shall any of the above additional tasks, meetings, and requirements be assigned without both the member and the liaison committee first agreeing to the assumption of said additional tasks, meetings and requirements.

In the event that the parties agree that, a proposed duty is significant enough to warrant additional compensation, such compensation may be established through mutual agreement and approval by the parties.

ARTICLE XVII

HEALTH INSURANCE

A. The Board shall provide for one hundred percent (100%) of the employee cost and seventy percent (70%) of an employee's dependent's hospitalization insurance, both active and retired.

1. The Board shall provide for paid health insurance for any retiree who has completed at least ten (10) years of service in the Rome City School District and retires and receives benefits from the TRS. The rate of the Board's contribution shall be the same as that in effect during the employee's last year of employment.

Commensurate with the entrance into the Madison-Oneida-Herkimer Consortium Plan co-pay obligation for prescription drugs will be five dollars (\$5) co-pay as required, fifteen dollars (\$15) co-pay as required and thirty dollars (\$30) co-pay as required for prescription drugs. Riders for dental and vision to be included.

- B. Members of the Rome Administrator's Association will have their Health, Dental and Vision Plan converted to the Madison/Oneida Consortium Blue Preferred P.P.O. Plan for medical, Davis Optical for Vision and Delta Dental for Dental Coverage.
- The parties agree that the health insurance benefit levels, as provided through the Blue Cross/Blue Shield PPO and as configured through the efforts of that company and the Madison-Oneida-Herkimer Health Consortium (Consortium Plan) are the agreed upon levels. These levels will be maintained and will not be changed without mutual agreement of the parties of the collective bargaining agreement.
 - The parties mutually agree to re-open negotiations concerning health insurance during the term of this contract in the event that:
 - Benefit levels are reduced by administrations of BC/BS or the Consortium or
 - If the district experiences sharply increased premium changes or consistently increasing premium charges in the consecutive years during the life of the agreement.

ARTICLE XVII
(Continued)

C.

1. In cases where married couples are employed by the District, the spouse with individual coverage may elect to waive same on an annual basis in return for a lump sum payment of one thousand dollars (\$1,000), minus taxes and other applicable withholding. Said waiver shall be on a form to be provided. At the end of each employment year the waiver will automatically continue unless withdrawn by signing up for a renewal of coverage in the appropriate District office.
2. A married person employed by the district, may elect to waive coverage on an annual basis for a consideration of \$1,000 as previously described.
3. An employee whose marital or personal status is subject to change may elect to withdraw the waiver on other than an annual basis with a pro rata adjustment of the thousand dollar rate.
4. Additionally, an employee currently covered under the District's health insurance plan may opt to withdraw from the plan under the same provisions outlined above.

D. *Tax Sheltered Annuities:*

1. The Board shall grant the active professional staff the opportunity to participate in an annuity program.
2. The Board will comply with the stated rules in the Internal Revenue Code, which affords so-called tax sheltered treatment to participants who meet the conditions specified in the code.

E. *Term Life Insurance:*

The District shall provide, at the District's expense, a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00) for each Administrator in the Rome City School District.

ROME CITY SCHOOL DISTRICT
409 Bell Rd.
Rome, New York 13440

Individual Medical Coverage Declination Form

- I hereby exercise my option to decline my individual medical coverage provided by the Rome City School District.
- I request that I be covered as a dependent on the insurance of my spouse. (see below)
- I understand that by declining my medical coverage, I will receive a \$1,000 stipend (minus taxes and other applicable withholdings) no later than one month following the filing of this form with the Health Insurance Office.
- I understand that this agreement shall remain in force in succeeding years unless I choose to terminate this declination.
- I understand that, because at all times, I remain covered by a group plan in this District, there will be no question of medical eligibility or pre-existing conditions raised when my status under this waiver changes.
- I understand that if I choose to terminate this declination, I must do so no later than June 15th of the preceding plan year.
- I understand that as a new employee hired after June 15th, this election must be made within one week after the date of notification by the District.
- I understand that if the election is made after June 15th, the \$1,000 payment will be prorated based on the number of months remaining in the plan year following the election.

Declining Employee Signature Date

Spouse's Name Date

Print Employee Name Here

Spouse's Insurantee Plan

Employee Social Security Number

Note:
Upon execution of this agreement, the employee designated to fund dependent coverage must inform the Health Insurance office of this change immediately.

ARTICLE XVIII
BUDGET

A. Purpose:

It is the intent of this Article to provide procedural framework for the administrative staff to follow in preparation of budgets. It is recognized by all parties that the primary function of a school budget is to support and enhance the educational program.

B. Procedure:

1. Each Building Administrator and Director has the sole responsibility for developing a proposed unit budget.
2. If budget reductions need to be made, the Director for Business and Finance will notify the Administrator as to how much money his/her unit is allocated. The Administrator will recommend which items will have priority, and which codes will have priority.
3. Administrators will make every reasonable effort to implement programs within budget. The Superintendent will make every reasonable effort to permit expenditures up to at least April 1st.
4. Once a budgeted amount is allocated for each code, the appropriate Administrator will recommend use of the funds to meet the needs of his/her unit.
5. When a requisition is submitted to the Director of Business & Finance, he/she will cause a purchase order to be written. If there is to be any delay, the Director for Business and Finance will inform the Administrator involved of the delay.
6. Requisitions can only be written for codes with enough of a balance to cover the purchase of the item(s). In emergency situations, the Administrator may appeal to the Director for Business and Finance and then to the Superintendent of Schools for additional funds.
7. To the extent allowed by the New York State Education Law and Board policy, Administrators will be allowed to recommend the transfer of funds from one code to another if unexpected circumstances arise that make certain purchases imperative. All transfers of funds require the prior approval of the Director for Business and Finance.
8. Upon prior approval of the Central Office, an Administrator shall be reimbursed for any unexpected or emergency expenses incurred by the Administrator in purchasing instructional materials for his/her unit. Said Administrator shall be reimbursed through regular channels after completing a requisition form provided for this purpose.

ARTICLE XIX

SALARY

A. Administrators' Work Year:

The work year for the District administrative staff is as follows:

12 Months: High School Principals, Directors and effective July 1, 2006, 5-12 Building Principals, Assistant Principals and Assistant Directors. In consideration of the extended work year, all 5-12 Building Administrators who are newly assigned to twelve-month duties effective July 1, 2006 shall receive an additional 4% salary increase in their 2005-06 base salary in the 2006-07 fiscal year.

11 Months: Elementary Principals. The District will continue with 11-month work year for existing elementary building administrators (employed on or before July 1, 2006). Effective July 1, 2006, the District has the right to establish a vacant 11-month elementary administrative position as a twelve-month position when vacant, and to recruit and hire an individual in a twelve-month capacity.

All normal duties and responsibilities associated with any Administrative position will be completed within the Administrator's designated work year.

B. The following guidelines will apply to summer work beyond an administrator's normal work responsibilities:

1. Any long-term summer project assigned to an Administrator, which has received prior approval of the Superintendent or his/her designee, shall be paid at the Administrator's per diem rate.
2. If it is necessary that an Administrator be called in for a short term (1 to 3 days) situation, this time will be considered as part of his/her responsibility and require no additional compensation.

ARTICLE XIX
(Continued)

C. Twelve Month Employees:

High School Principals, Directors and effective July 1, 2006, 5-12 Building Principals, Assistant Principals and Assistant Directors shall be twelve (12) month employees. Twelve (12) month employees shall receive all legal holidays and shall receive five (5) weeks vacation at their own discretion, with the approval of the Superintendent or his/her designee.

They shall be allowed to roll over five (5) days vacation to the next year's vacation time. Any remaining vacation days up to a maximum of five (5) days shall be converted to sick time upon request of the Administrator. The legal holidays will be those adopted in the official school calendar on an annual basis.

While school is in session, vacation requests must be approved by the Superintendent at his/her discretion.

D. Legal Holidays:

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day

E. Any Administrator who is required to use his/her private vehicle in the discharge of his/her duties shall be compensated at the highest mileage rate then in effect within the District.

ARTICLE XIX
(Continued)

- F. The eleven-month (11) employee will work four (4) weeks during the summer. (Defined: July 1st – August 31st). Eleven-month (11) employees will get at least eighteen (18) days off with pay (vacation) from September 1st to June 30th, depending upon the school calendar. Twelve-month (12) employees will get twenty-five (25) days off with pay (vacation) from July 1st to June 30th. In both instances, these days are to be taken during school vacations; unless approved by the Superintendent of Schools. Carry-over of days off with pay (vacation) will be limited to five (5) days annually, non-accumulative. All administrators will notify the Superintendent's office by June 30 of each year of their summer schedule and will notify the Superintendent's office of any changes to this schedule.

- G. Vacation Buy Back: In the 2010-2011 school year, bargaining unit members may select to sell back to the District (1) day of vacation at their 2010-2011 per diem rate. Effective July 1, 2011, bargaining unit members may select to sell back to the District up to (3) three days of vacation at their yearly per diem rate each year. Bargaining members will submit the appropriate District form for payment. Payment will be made in the form of a separate check a maximum of two times a year (end of November and/or end of May). Buy back days need not be submitted all at once.

- H. Salaries for new unit members hired to an administrative position on or after April 1, 1991 are to be established at the discretion of the Superintendent. When the District seeks to replace an administrative position, the Superintendent is permitted to grant money in excess of what may be a limitation of the index base, in an amount not to exceed the base index for that year, to attract competent qualified administrators. The salary range for new Administrators, as established and utilized by the Superintendent annually, shall be shared with the Association President upon request.

- I. All Administrators shall be eligible to receive the following additions to their base salaries. Receipt of such additions shall be subject to the Administrator meeting all requirements for payment. All additions shall be recorded and calculated separately and distinctly from base salaries.
 - 1. Graduate Study:
 - A. Any Administrator at or above the sixty (60) graduate hour level shall receive three hundred dollars (\$300.00) for each six-hour block of approved graduate study, to a maximum of 120 hours (a maximum of 60 approved hours paid beyond the BA+60 Level).

 - B. It is expected that the Administrator will notify the Superintendent or his/her designee of the proposed course of study prior to the commencement of classes in such course.

ARTICLE XIX (continued)

- C. Salary credit will be approved for those courses which are given by an accredited college or university and fulfill two (2) of the following conditions:
 - 1. be in the field of education;
 - 2. relate to the performance of the Administrator's duties; and
 - 3. be in the general area of the Administrator's position.

- D. When prior approval has been granted for a graduate course and the graduate course is paid for by the administrator, graduate credit will be paid by the District. When the District pays for approved graduate courses, no salary credit will be paid by the District.

- E. The Administrator must provide official transcripts and file the forms provided on or before October 1st or February 1st of the school year. Upon receipt of the documentation, salary adjustments will be made effective either November 1st or March 1st, respectively. Salary credit will not be retroactive beyond the year it was taken.

2. In-service Courses

In-service courses may be granted only when approval is granted by the Superintendent prior to taking the course. Salary credit will be granted for in-service course(s) when the approved course(s) is paid for by the administrator. Administrators who take courses paid for by the District or courses without prior approval of the Superintendent, will not receive salary credit.

3. Longevity Increments:

Effective July 1, 2005, full-time administrators shall be paid a longevity increment upon the completion of the following continuous years of Rome City School District service (without any break in service). These amounts are non-cumulative, and shall be paid as a stipend effective in July of the year following the completion of the specified year of service. Such amounts shall not be added to the base salary of the administrator (see following chart).

ARTICLE XIX (continued)

<u>Years of Service:</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
3-4	\$600	\$600	\$700	\$800
5-9	\$1,100	\$1,100	\$1,200	\$1,300
10-14	\$1,600	\$1,600	\$1,700	\$1,800
15-19	\$2,100	\$2,100	\$2,200	\$2,300
20-24	\$2,600	\$2,600	\$2,700	\$2,800
25 +	\$3,100	\$3,100	\$3,200	\$3,300
 Payable Date:	 7/1/10	 7/1/11	 7/1/12	 7/1/13

4. Degree Stipends:

<u>MS</u>	<u>CAS</u>	<u>DOCTORATE</u>
\$525	\$625	\$725

5. Salary Increases:

- A. This agreement between the Rome Administrators' Association and the District shall include total base salary increases for returning administrators.

7/1/10	1.75%
7/1/11	2.5% + \$500 added to base
7/1/12	2.75% + \$500 added to base

- B. Whereas, in a tight market for school administrators, the school district needs to recruit and train successors to senior administrators. The school district would like to retain administrators beyond their impulse to retire. Therefore, administrator's who agree to give a minimum of two years, but up to three years notice will be granted additional compensation to permit the district to recruit, train, and initiate subsequent leaders. The following provision is directly a result from the acute shortage of educational administrators.

If an administrator has:

- Worked in the district for at least 10 years
- Gives a retirement notice during the duration of this contract

The administrator will be eligible for Option 1

ARTICLE XIX (continued)

Option I

- A) 3.5% plus \$250 salary increase per year as per this agreement until retirement date
- B) \$12,000 upon retirement date

If an administrator has:

- worked in the district for at least 10 years
- gives the minimum retirement notice (2 years) during the duration of this contract
- submits an irrevocable letter of the anticipated date of retirement

The administrator will be eligible for Option II

Option II

- A) 3.5% plus \$250 per year for all years of the contract prior to the retirement year except in the final year of employment when the employee shall receive a 1% increase.
- B) \$25,000 to be distributed to their salary at the employee's discretion, with a maximum of three installments, effective on the submission of the irrevocable letter of retirement.
- C) Any administrator choosing this Option will be able to work ten extra school days per school year, either during the school year or in the summer, at his/her per diem rate, during the years following the retirement notice.

The difference in the retiree's salary between the 3.5% + \$250 and the 1% increase, with an equal dollar amount matched by the district will be distributed in the 2001 - 2002 school year amongst the lowest paid administrators in the unit based on monthly rates. This effort is to raise the salaries to a level in which the district would be better able to attract qualified new administrators.

In 2010-11, 2011-12 and 2012-13 the Superintendent and the Liaison Committee will decide on how any money will be distributed for these years.

Options may include:

- Boost low salaries
- Extra compensation

ARTICLE XIX
(Continued)

Option I

- A) 3.5% plus \$250 salary increase per year as per this agreement until retirement date
- B) \$12,000 upon retirement date

If an administrator has:

- worked in the district for at least 10 years
- gives the minimum retirement notice (2 years) during the duration of this contract
- submits an irrevocable letter of the anticipated date of retirement

The administrator will be eligible for Option II

Option II

- A) 3.5% plus \$250 per year for all years of the contract prior to the retirement year except in the final year of employment when the employee shall receive a 1% increase.
- B) \$25,000 to be distributed to their salary at the employee's discretion, with a maximum of three installments, effective on the submission of the irrevocable letter of retirement.
- C) Any administrator choosing this Option will be able to work ten extra school days per school year, either during the school year or in the summer, at his/her per diem rate, during the years following the retirement notice.

The difference in the retiree's salary between the 3.5% + \$250 and the 1% increase, with an equal dollar amount matched by the district will be distributed in the 2001 - 2002 school year amongst the lowest paid administrators in the unit based on monthly rates. This effort is to raise the salaries to a level in which the district would be better able to attract qualified new administrators.

In 2010-11, 2011-12 and 2012-13 the Superintendent and the Liaison Committee will decide on how any money will be distributed for these years.

Options may include:

- Boost low salaries
- Extra compensation

ARTICLE XIX
(Continued)

In the case of death or unplanned/unforeseen emergency and the administrator meets the requirement for this section, the money will be paid to the same beneficiary as stipulated on the New York State Retirement Plan unless otherwise stipulated by the administrator.

- Option I and Option II in (B) above will not be available to those members hired on or after July 1, 2009.
- In the case of Nancy Opperman, she will be eligible to receive either Option I or Option II at the age of 55, provided she declares her retirement two years in advance.

6. Tenure Bonus:

A full-time administrator who first receives tenure during any year of this agreement, July 1, 2010 through June 30, 2013, shall receive a one-time only cash bonus of \$500 effective September of the year following the year in which tenure is granted by the Board of Education.

ARTICLE XX

ADMINISTRATIVE SUBSTITUTES

If an Administrator is absent, they have the right to request a substitute. The Superintendent has the authority to hire a substitute for such Administrator.

ARTICLE XXI

ADMINISTRATIVE RESPONSIBILITIES

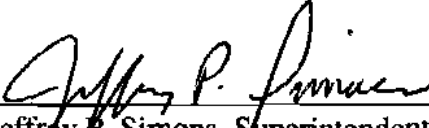
- A. Each building principal and assistant principal is responsible for the overall supervision and management of their respective buildings.
- B. On snow days and snow delay days, school building administrators will be responsible for designating a staff member to be at the building at the regular opening time to be responsible for the security and safety of the building and students during such snow related closures or delays.
- C. All administrators shall arrange their summer schedule to provide that they are accessible for parent and student communication and assistance for at least five (5) days during the last two weeks of August. On an annual basis prior to June 30 of each year, the Superintendent and the liaison committee will meet for the purpose of establishing five (5) consecutive summer work days in August to ensure school staff are available to register new or transferring students. Public notice will be provided to parents regarding dates for registration of new students.

ARTICLE XXII


DURATION

The provisions of this Agreement shall be effective as of July 1, 2010 to June 30th, 2013, except as otherwise herein provided in this Agreement and shall remain in full force and effect for as long as the Administrators' Association is recognized under the current recognition or an automatic extension or renewal thereof as the exclusion representative of the Administrative employees of the Rome City School District.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____



Jeffrey P. Simons, Superintendent



Mark E. Benson President,
R.A.A.

APPENDIX A

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into the 1st day of July, 2010, by and between the Rome City School District ("the District") and the Rome Administrators' Association ("the Association") (collectively, the "parties").

WHEREAS, the District and the Association desire to implement a non-elective employer 403(b) contribution, the parties agree as follows:

1. The District agrees to make a non-elective employer contribution for members of the Association who elect to retire effective July 1, 2010 through June 30, 2013, and who avail themselves for accumulated leave days in accordance with Article XI of the Agreement between the District and the Association.
2. The District contribution will be placed into a mutually agreed upon 403(b) plan (the "Plan") in accordance with the Internal Revenue Code ("IRC") and the applicable requirements of the Plan.
3. The Plan Administrator will be required to transfer the District contribution into the Plan within twenty (20) days of receipt of such funds, without any further charge or fee to the employee. The District contribution amounts shall be the equivalent of the retirement incentive and accumulated leave days enumerated in the Collective Bargaining Agreement between the District and the Association (Article XI and Article XIX).
4. The contribution shall be subject to the applicable contribution limits as outlined in the Internal Revenue Code, as amended.
5. In the event that the District contribution to the 403(b) exceeds applicable contribution limits, the employer agrees:
 - a. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership prior to June 17, 1971, or
 - b. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder in the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the IRC.
6. For purposes of this Memorandum of Agreement, unit members will be provided with the opportunity to make changes to their current 403(b) Plans and/or designate a new 403(b) Plan carrier for the employer contribution. In the event that a unit member

does not choose any 403(b) Plan carrier, the District and Association will mutually designate a "default carrier".

7. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of signing of this Memorandum of Agreement and, notwithstanding Section 209(a)(i)(e) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2013 unless extended or modified by mutual written agreement between the parties.
8. In agreeing to adopt (and/or modify) the Plan noted in this Memorandum of Agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.
9. The foregoing shall be subject to approval by the Board of Education, which shall consider and determine, by resolution, the adoption of such plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each and by and through their respective authorized personnel as of the date and year specified herein.

Jeffrey P. Simons, Superintendent of Schools

Mark E. Benson, President, RAA