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Contract Database Metadata Elements

Title: **Arlington Central School District and Arlington Administrators Association (2001)**

Employer Name: **Arlington Central School District**

Union: **Arlington Administrators Association**

Local:

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Arlington Central School District And
Arlington Administrators Assn

SD
AD |

AGREEMENT BETWEEN

THE ARLINGTON CENTRAL SCHOOL DISTRICT

AND

THE ARLINGTON ADMINISTRATORS ASSOCIATION

RECEIVED

JUN 30 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JULY 1, 2001 - JUNE 30, 2005

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Arlington Central School District Board of Education (hereinafter referred to as the "Board") and its professional personnel represented by the Arlington Administrators Association (hereinafter referred to as the "Association"), and to enable the professional personnel to participate more fully in and contribute to the development of policies for the school district so that the cause of public education may best be served in the Arlington Central School District, this agreement is made effective on the first day of July 2001 by and between the Board and the Association.

RECOGNITION

A. The Board of Education of the Arlington Central School District has recognized the Arlington Administrators Association as the exclusive representative of the Administrators in said unit for the purpose of negotiations regarding salary and conditions of employment.

B. Such recognition shall extend for the period allowed by the Civil Service Law.

UNIT

This agreement governs the wages, salaries, hours, terms and conditions of employment of all employees in the negotiating unit defined as: Principals, Assistant Principals, Elementary Teacher Assistants to the Principal, and any certified administrators assigned to a school building whose primary function is administrative.

LEAVES

A. Personal Business Leave

Personal leave shall be granted upon application to and the approval of the Superintendent or the Superintendent's designee. Except for emergencies, applications for personal leave shall be made as far in advance as reasonably possible and ordinarily no later than five (5) business days prior to the commencement of the leave. Personal leave shall be used for purposes that cannot reasonably be accomplished during non-working days.

B. Sick Leave

One and one-half days sick leave shall be granted for each month employed to each member of the unit, with unlimited accumulation. An annual accounting of accumulated unused sick leave shall be given each member of the unit by July 15.

Effective July 1, 2002, Administrators with at least twenty-five (25) years of TRS service, and a minimum of fifteen (15) years service with the District, shall, in the year of their retirement, be able to liquidate accumulated sick leave. This shall be a function of the total number of accumulated sick days, less seventy-five (75) days, times the 1/240 per diem rate of the final salary, not to exceed \$40,000.

Members with twenty five (25) years of TRS service with a minimum of ten (10) years of service with the District shall be eligible for partial payment of accrued sick leave at the following rate:

Years of District Service	Rate
10	50% of maximum
11	60% of maximum
12	70% of maximum
13	80% of maximum
14	90% of maximum

Administrators electing to retire shall provide a letter of intent to the Superintendent by March 1st.

C. Extended Leave

Leave beyond accumulated sick leave at full pay for two years in duration may be granted for restoration of health at the discretion of the Board of Education.

D. Professional Leave

Any member of the Association who serves as a delegate or an officer in one of the professional administrative associations shall be granted leave with pay as is necessary in order to discharge his obligations as delegate or officer.

SEMINARS, WORKSHOPS AND SUMMER STUDIES

A. The cost of attendance by members of the Association at seminars and workshops approved by the Board of Education shall be paid for by the District.

B. All twelve-month members of the Association may be allowed up to four weeks of attendance at approved summer schools in addition to normal vacation allowance.

TRAVEL AND OTHER EXPENSES

Reasonable expenses incurred in connection with school or job related activities or meetings shall be reimbursable when attendance at such activities or meetings has been approved by the Superintendent. Travel expenses shall be paid at the rate permitted by IRS regulations.

HEALTH INSURANCE

1. The District shall provide unit members with health insurance via the New York State Health Insurance Program (State Empire Plan). Unit members may opt to elect health insurance coverage via the current health maintenance organizations (HMO). The current HMO plans are: Mohawk Valley Plan (MVP) and Capital District Physicians' Health Plan (CDPHP). This health insurance benefit shall include retired administrators.

2. Effective July 1, 2002, all unit members shall contribute five percent (5%) of the entire monthly premium cost for individual coverage and eight percent (8%) of the entire monthly premium cost for family coverage. The contributions will be implemented under a Section 125 Internal Revenue Code Flexible Benefit Plan.

3. Effective July 1, 2002, all unit members whose spouses (present and future) are employed by the District, (or otherwise eligible for District health insurance) shall be eligible for two (2) individual health plans, or for one (1) family plan and a mandatory buyout.

4. The District shall continue to pay the full cost of health insurance for retired administrators.

5. Effective July 1, 2002, unit members who are eligible for health insurance benefits may opt out of the District's health insurance plan, per District guidelines. In return for opting out, the unit member shall receive a buy-out payment of \$2,500. The unit member must produce proof of health insurance coverage from another source. Re-entry shall be governed by the rules of the

health insurance plan and the unit member will be responsible for a pro-rated repayment of the buyout to the District.

LIFE INSURANCE

The District shall provide to all members of the Association a \$50,000 life insurance and a \$50,000 accidental death and dismemberment insurance policy fully funded by the District.

Individual members who desire to purchase more insurance at the group rate (beyond the total of \$50,000 specified above) may do so at their own expense.

Upon retirement from the District prior to age 65, the amount of insurance that the District will provide will automatically be reduced to \$5,000 of life insurance only. The district will pay 50% of the premium and the administrator will pay 50% of the premium at the rate for the group as determined by the carrier.

At age 65, the amount of insurance for the retiree will remain at \$5,000 of life insurance only, and the District will pay 100% of the premium.

At the time of retirement, the District agrees to permit the Association member with twenty five (25) years of District service to convert up to ten (10) days of unused accumulated sick leave (at 1/240 of annual salary) to be used towards payment of the Association member's personal life insurance policy. The District shall continue said payment for five (5) years. It is understood by both parties that the Association member must have the necessary unused sick leave available, and the dollar amount given to the Association member shall not exceed \$2,500 per year. Those retirees who retire after July 1, 1998 and who select this option waive the district life insurance provided for those who have attained age 65.

WELFARE TRUST

Effective July 1, 2001, the District shall contribute to the Association Welfare Trust the amount of \$850 for each member; effective July 1, 2002 the amount of \$900; effective July 1, 2003 the amount of \$950, and effective July 1, 2004 the amount of \$1,000. The District shall make quarterly payments to the fund on July 1, October 1, January 1 and April 1 of each year. The District shall contribute to the Association Welfare Trust an amount equal to 50% of regular contribution per year for each member who retires after 7/1/98.

HOLIDAYS

Effective July 1, 2002, unit members shall receive sixteen (16) holidays per year in each year of the agreement pursuant to the annual school calendar.

VACATIONS

A. All administrators shall be employed on a twelve-month basis and shall have twenty-five (25) vacation days usable as of July 1 of each contract year.

B. Vacation days may be accumulated by all members of the Association to a maximum of sixty-five (65) days, plus the twenty-five (25) days of the current year, for a maximum of ninety (90) days that are usable in any one year.

At the time of separation from the District for retirement, unused accumulated vacation time up to sixty-five (65) days, plus the current year's unused vacation days, shall be converted to cash for Association members.

At the time of separation for reasons other than retirement from the District, unused accumulated vacation time up to sixty-five (65) days shall be converted to cash. The Association further agrees that vacation days for those administrators who do not work a full school year (July 1 - June 30) in the school year of their separation, or death, shall accrue, on a monthly basis, vacation days (for that year only) according to the following schedule:

July-----4 vacation days
August through May-----2 vacation days
June-----1 vacation day

All vacation days shall be credited as of the first of each month in the year of separation.

C. Effective July 1, 2002, upon notice to the District by November 1st each year, unit members may liquidate up to two (2) vacation days, at the rate of 1/240th of contract salary.

D. An annual accounting of accumulated vacation days shall be given each member of the Association by July 15.

E. The benefits in this section do not apply to Elementary Teacher Assistants to the Principal.

RECRUITMENT AND HIRING STAFF

A. Building Principals and Assistant Principals shall participate in the recruiting process.

B. Building Principals and Assistant Principals, or the Principal's designee shall make recommendations to the Superintendent for the hiring of new staff members in the school.

STAFFING

Any major changes in the pattern of the District administrative organization shall be discussed in depth in the Administrative Council prior to decision.

EVALUATIONS

Probationary administrators shall receive an annual written evaluation from the immediate supervisor. Before any evaluation is placed in an administrator's personnel file, a conference shall be held to discuss the evaluation.

PROBATIONARY ADMINISTRATORS

Any probationary administrator who is dismissed shall be notified verbally regarding the reasons for termination. Such administrator shall be given an opportunity to present his case to the Board with the Superintendent present.

All other terms and conditions of employment are covered in the agreement between the District and the Arlington Administrators Association.

The above terms will be binding on the District whether new administrators are appointed from within or outside the District.

SCHOOL CALENDAR

All Principals shall meet with the Superintendent to help in the development of the school calendar for each year.

CURRICULUM DEVELOPMENT AND IMPLEMENTATION

A. The Principal of each building, in addition to other duties, will provide instructional direction and leadership for all content areas in his building consistent with District policies.

B. The building Principals shall recommend to the Superintendent whether or not to implement new programs, courses or innovations.

PERSONNEL FOLDER

The District shall maintain one personnel folder for each Association member.

Written complaints which are directed to the Superintendent or Board regarding any administrator shall be promptly called to the administrator's attention, and the administrator shall be afforded an opportunity to reply to the same. No derogatory complaint letter or report shall be placed in the administrator's file without the administrator's knowledge and without an opportunity to confront the complainants.

No material derogatory to an administrator's conduct, service, character, or personality will be placed in his personnel file unless the administrator has an opportunity to review the material. The administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

Administrators, individually or accompanied by an association representative, will have the right, upon request, to review and make copies of the contents of their personnel files. No administrator shall be shown confidential recommendations received from sources outside the school system or within the school system at the time of appointment, promotion or contemplated promotion.

PRINCIPAL'S RESPONSIBILITY

The Board recognizes each Principal as the administrative officer and educational leader in his school. He shall be responsible for, but not limited to, the organization and administration of the building and its educational program. In addition, as a member of the district administrative team he shall act as an advisor to the Superintendent.

MISCELLANEOUS

A. All members of the association shall receive copies of the agenda and Board minutes. All items marked attached shall be included.

B. In the event that an Assistant Principal assumes the responsibility of the principalship for ten or more consecutive working days, he shall receive the same compensation for those days as if he were appointed to that position, except for vacation or sickness of the Principal. In the event a Principal assumes the responsibilities of the superintendency for ten or more consecutive working days, he shall receive an additional 15% of his annual salary prorated for those days, except for vacation or sickness of the superintendent.

1) The Board of Education, at its sole discretion, shall establish the salary of any new administrator hired either from within or without the District. Thereafter the salary of said administrator shall be governed by the salary provisions contained in this agreement.

2) Promotions, subsequent to September 1, 1981 from an existing District position to another district position shall have their salary rates established by the Board of Education at its sole discretion. Thereafter the salary of said administrator shall be governed by the salary provisions contained in this agreement.

C. The establishing of dates for making up teaching time lost by reason of school closing shall be considered a matter of vital mutual concern and shall be the subject of consultation between building Principals, Superintendent and Board prior to a final decision being made.

D. The Association shall present to the District and the District shall present to the Association on or before May 15 a list of every provision in the contract currently in effect between the District and the Association, identified by article and paragraph, about which the association or the district desires to negotiate, together with specific proposed changes. The changes and the proposed additional items shall constitute all the items to be negotiated. Each side shall limit the scope of the proposed changes to be no more than five (5) articles.

E. Pursuant to the requirements of Section 207B of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against any government or division thereof, to assist or participate in any strike or impose an obligation to conduct, assist, or participate in such a strike.

F. It shall be the responsibility of the Central Office to inform all new personnel, professional and non-professional of all fringe benefits available to them under the terms of their respective agreements.

G. The Superintendent of Schools shall set an annual deadline of February 1st for filing of written application of District personnel wishing to be transferred to another school.

H. All members of the Association who serve on jury duty shall retain their regular salary less the fee received for jury duty.

I. The district shall provide legal counsel to defend any member of the aforesaid Association in any action or proceeding, whether judicial, quasi-judicial, or administrative, arising out of any disciplinary action taken against a student, teacher, or any subordinate, or any such proceeding resulting from any administrator's discharge and/or performance of any and all of his or her duties within the course and scope of his or her employment; provided, however, that the Board shall not be required to comply with the requirement hereof unless such administrator shall within ten (10) days of the time he is served with any summons, complaint, process, notice, citation, demand or pleading, deliver the original or copy of same to the District.

J. Each year representatives of the Association shall meet with Board committees to discuss areas of mutual concern.

K. This contract shall supersede any rules, regulations or practices of the District that are contrary to or inconsistent with its terms.

L. Annual salary notices, including all specifics, such as step placement, shall be issued within three weeks of an agreement and by July 1st of each subsequent year.

M. In case of death, all monies and benefits accrued by an administrator shall be paid to such administrator's estate.

N. Building Principals and Assistant Principals shall receive a career increment at the beginning of the fourth year and the fifth year of administrative service in the District in the amount of \$1,500. It is understood that the career increment, once granted, will continue to be a part of the Association member's salary.

O. Members, over age fifty (50), with at least fifteen (15) years of service in the District may convert accrued sick leave up to \$10,000 yearly on November 1 of the calendar year for a tax-deferred plan. If so elected, the payment shall be deducted from the member's eligible sick leave liquidation maximum of \$40,000 upon retirement.

P. Administrators shall receive reimbursement for courses of graduate study previously approved by the Superintendent and successfully completed with at least a grade of "B."

One course shall be reimbursable per semester per unit member if approved by the Superintendent. However, the Superintendent may approve additional course work at his discretion. In no event shall the total amount for all unit members exceed \$3,500 in any given year.

The Association member who receives said reimbursement will render at least 3 years of satisfactory service henceforth to the district following the completion of any course.

SALARY

1. In the 2001/02 school year, each Building Principal and Assistant Principal shall receive a 3.5% increase over and above his/her 2000/01 salary.

2. In the 2002/03 school year, each Building Principal and Assistant Principal shall receive a 3.5% increase over and above his/her 2001/02 salary.

3. In the 2003/04 school year, each Building Principal and Assistant Principal shall receive a 3.5% increase over and above his/her 2002/03 salary.

4. In the 2004/05 school year, each Building Principal and Assistant Principal shall receive a 3.5% increase over and above his/her 2003/04 salary.

The basic salary of the Elementary Teacher Assistant to the Principal shall be determined by the teacher contract. In addition, the Elementary Teacher Assistant to the Principal shall receive a stipend of \$4,500 in the 2001/02 school year, \$4,900 in the 2002/03 school year, and \$5,300 in the 2003/04 school year, and \$5,700 in the 2004/05 school year. Effective July 1, 2002, an additional stipend of \$500 will be provided for SED administrative certification.

LONGEVITY INCREMENTS

In addition to the annual salary provided herein, Building Principals and Assistant Principals shall receive a longevity payment of \$2,000 at the beginning of their eighth (8), fourteenth (14), eighteenth (18), and twenty-fourth (24) year of service in the District, and a longevity payment of \$3,000 at the beginning of the twenty-eighth (28) year of service in the District. It is understood that the longevity increase, once granted, will continue to be part of the Association member's salary.

SALARY NOTICE

A salary notice shall be issued to each administrator within twenty-five (25) days of ratification of this agreement. Thereafter, salary notices shall be issued by June 15th for each subsequent year.

GRIEVANCE PROCEDURE

1) A grievance is a claim by any person or group of persons in this Association based upon any event or condition affecting the terms and conditions of their employment as contained in this contract.

2) All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provisions of this agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for the causing of the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved Party.

3) No grievance shall be entertained unless signed by the individual or individuals aggrieved.

4) Except for informal decisions, all grievances shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the grievant and the Association.

5) If a grievance affects a group of persons and appears to be associated with system wide policies, it may be submitted by the Association directly to the Chief Executive Officer.

6) No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7) No grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known the act or condition upon which the grievance is based.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

Failure at any stage of the grievance procedure of the responsible school officer to communicate a decision to the aggrieved party, his representative and the Association, shall not bar the immediate processing of the grievance to the next step within the applicable time limits.

8) In all cases the Superintendent is the immediate supervisor in the grievance procedure for Building Principals.

STEPS OF THE GRIEVANCE PROCEDURE

1) The aggrieved party shall discuss his grievance with his immediate supervisor in an attempt to adjust any matter in dispute prior to the filing of the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the grievant's immediate supervisor within five (5) school days after the date upon which the grievance arose.

Within five (5) school days after a written grievance is presented to the immediate supervisor, he shall render a written decision thereon and shall present it to the aggrieved and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral hearing with his immediate supervisor in the presence of an Association representative within this five-day period. Failure of the grievant to avail himself of this opportunity shall not act to delay the rendering of a decision.

In the event that the immediate supervisor of the grievant is not the Superintendent of Schools, then the decision of the immediate supervisor shall be reviewed by the Superintendent of Schools within ten (10) days after it has been released to the grievant and the Association. The Superintendent shall, no later than the end of this period, have an opportunity to alter, modify, reverse or adopt the decision of any immediate supervisor.

2) If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, he may within ten (10) school days after receipt of this written decision file an appeal with the Clerk of the Board. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal.

Within ten (10) days after receipt of an appeal, the Board or a subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall not be open to any person not a party to the grievance.

Any grievant may have association representation at this stage if he so desires.

Within ten (10) school days after the conclusion of the hearing, the Board or its subcommittee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools and the Association.

If the grievant is not satisfied with the Board's decision, the grievant or the Association may submit the grievance to binding arbitration by written notice to the Board within fifteen (15) school days pursuant to American Arbitration Association rules.

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not delay the disposition of the grievance.

DUES DEDUCTION

The Board shall deduct from the salaries of the employees dues for the Arlington Administrator's Association, Dutchess County School Administrators Association, School Administrators Association of New York State, the National Education Association, National Association of Elementary School Principals, National Association of Secondary School Principals, United Fund or Tax Sheltered Annuities or any of the above associations as said administrators individually and voluntarily authorize the Board to deduct, and to transmit the monies monthly beginning in October to such association or associations. Administrator's authorization for all school years will be in writing in the form set forth (see following page).

DUES DEDUCTION FORM

Last Name

First Name/Initial

Building

Address

PAYROLL DEDUCTION AUTHORITY:

I hereby authorize the Board of Education of the Arlington School District to deduct from my salary (in ten bi-weekly deductions) payment for membership dues of the Association(s) checked below pursuant to Chapter 392, Laws of 1967, and to make any adjustment necessary for the purpose of payments of dues in the amount certified by the Arlington Administrators Association, National Association of Elementary School Principals, National Association of Secondary School Principals for this school year and for succeeding school years. I understand that the Board of Education will discontinue such deductions for any school year only if I notify the Board in writing to do so not later than September 15 of that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers from any liability therefore.

I revoke all instruments, if any heretofore made by me for any of the purposes herein set forth. This instrument shall remain in full force and continuous force and effect while I am employed in the Arlington School District or until revoked by written notice signed by me.

AAA ___ DCSAA ___ SAANYS ___ NEA ___ NAESP ___ NASSP ___

United Funds ___ Tax Sheltered Annuities ___

Signature

Date

DURATION

This agreement shall remain in full force from July 1, 2001 to June 30, 2005.

Dated: April 23, 2002



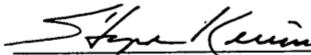
Donald Rothman, Superintendent
Arlington Central School District



Imtiaz Mallick, President
Arlington Board of Education



Joyce Crow, President
Arlington Administrators Association



Stephen Kerins, Chief Negotiator
Arlington Administrators Association