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#### **Contract Database Metadata Elements**

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Union: **Adirondack Central School Administrators Association**

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AD/4440

**AGREEMENT**

between the

**SUPERINTENDENT OF THE ADIRONDACK  
CENTRAL SCHOOL DISTRICT**

and the

**ADIRONDACK CENTRAL SCHOOL  
ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2006 – JUNE 30, 2010**

**RECEIVED**

**MAY 29 2007**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act), and to develop a harmonious working relationship between the Superintendent of Schools and/or the Adirondack Central School Board of Education and the professional employees represented by the (ACSAA) Adirondack Central School Administrators' Association, this Agreement is hereby made on June 27, 2006 by and between the Superintendent of Schools and/or the Board of Education of the Adirondack Central School District and the ACSAA.

ARTICLE I

RECOGNITION

Be it resolved that the Adirondack Central School Board of Education, having determined that the Adirondack Central School Administrators' Association is supported by a majority of personnel listed below, and having been assured in writing by said Association that neither the Association nor any of its members assert the right to strike or assist or participate in any such strike, hereby recognizes the Adirondack Central School Administrators' Association as the sole exclusive bargaining agent for these personnel for the maximum period provided by law. This recognition shall continue as long as the Association maintains a majority showing of interest of eligible Unit employees or until such time as there appears a challenge to such recognition pursuant to Article 14 of the New York State Civil Service Law.

The professional positions at the Adirondack Central School incorporated in such recognition include, but are not limited to, the following:

High School Principal
High School Assistant Principal
Boonville Elementary School Principal / Director of K-5 Curriculum
Middle School Principal / Data Administrator
West Leyden Elementary School Principal / Director of Technology
Forestport Elementary School Principal / Director of Special Education

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).

## ARTICLE II

### NEGOTIATIONS

The Board of Education will negotiate with the Adirondack Central School Administrators' Association to reach mutual understandings regarding matters to salaries, hours, and any other terms and conditions of employment.

#### A. Areas for Discussion and Agreement

The Board of Education and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Adirondack Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

#### B. Negotiations Over Successor Agreement

1. Negotiations for a successor agreement shall be commenced at anytime upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than January 1 nor later than March 1, except by mutual consent.
2. Following the initial meeting, such additional meetings shall be held until the parties reach an agreement, or until an impasse is reached.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this contract.
2. An "aggrieved person" is an Administrator asserting a grievance.
3. A "party in interest" is an employee who might be required to take action, or against whom action might be taken, in order to resolve a grievance.
4. "Days" shall mean working school days.

- #### B.
1. Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the nearest administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
  2. Nothing contained herein will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance resolved, provided the resolution is consistent with the terms of the Agreement.

- #### C.
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party or parties in interest, efforts should be made to reduce the time limits set forth herein so that the grievance procedure may be concluded prior to the end of the school year.

#### D. Informal Procedure

##### 1. Level One – Superintendent

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, or if he/she has not elected to utilize it, he/she may present his/her alleged grievance formally, in writing, to his/her Superintendent.
- b. The aggrieved person or the Superintendent may request a conference prior to the rendering of a decision. The Administrator may (1) discuss the alleged grievance personally or (2) request that a representative of his/her choice accompany him/her and request that he/she act on the Administrator's behalf.
- c. The Superintendent, within five (5) days after receipt of the alleged grievance, or after the personal conference, shall render a written decision to the aggrieved person.



ARTICLE III  
(continued)

2. Level Two – Board of Education

- a. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, he/she may within three(3) days after the decision is rendered, or within eight (8) days after his/her formal presentation, file his/her alleged grievance with the Clerk of the Board of Education.
- b. The Board, within fifteen (15) days from receipt of the written grievance, shall meet with the aggrieved person and representative of his/her choice for the purpose of resolving the grievance. The Superintendent or appropriate Administrator who was involved at Level One shall be notified and shall have the option of attending the meeting.
- c. The Board shall, within ten (10) days after this meeting, render its decision in writing to the aggrieved person and the Superintendent or appropriate Administrator who acted at Level one.

3. Level Three – Arbitration

- a. After such hearing, if either the grievant or ACSAA is not satisfied with the decision of the Board rendered at Level Two, either side may submit the grievance to binding arbitration by written notice to the Board given within fifteen (15) school days after the Board shall have given notice of its decision to the grievant and ACSAA, the cost of which will be shared equally between the ACSAA and the Board of Education.
- b. Within fifteen (15) days after such written notice of submission to arbitration, the Board and the ACSAA will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the arbitrator shall be selected in accordance with procedure established by the Public Employment Relations Board of the State of New York.
- c. The arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date when final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, conclusions on the issues and binding decision.
- d. The arbitrator shall limit his/her decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, that which is not inconsistent with this Agreement and is not contrary to law.

ARTICLE III  
(continued)

E. General Provisions

1. Terms and Conditions:

All sessions held in connection with the processing of grievances shall be in closed sessions and no news releases shall be made concerning the progress of the hearings.

2. Any party in interest may be represented at any level of the formal grievance procedure by a person, or persons, of his/her own choosing.

3. Decisions rendered at Level Two of the Grievance Procedure will be in writing, set forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest.

4. The Board agrees to make available to the aggrieved person and his/her representative all readily available public, pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

5. No grievance shall be recognized by the Board unless it shall have been presented to the appropriate level within twenty (20) working school days after the aggrieved person knew, or should have known, of the act or condition upon which the grievance is based. If not so presented, the grievance shall be considered as waived.

6. A grievance may be withdrawn at any level without prejudice and cannot be reopened.

7. Failure by the aggrieved person at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.





ARTICLE IV

REMUNERATION

A. Salaries:

Compensation for Administrators shall be in accordance with Schedule A for 2006-2007, Schedule B for 2007-2008, Schedule C for 2008-2009 and Schedule D for 2009-2010 school years as shown on pages 7a-7d and made a part of this Agreement.

B. Members of the Unit shall receive longevity increments for their years of service in education in addition to their base salary according to the following schedule:

\$1000 Longevity after the 17<sup>th</sup> Year  
\$1000 Longevity after the 22<sup>nd</sup> Year  
\$1200 Longevity after the 26<sup>th</sup> Year  
\$1200 Longevity after the 29<sup>th</sup> Year  
\$1200 Longevity after the 31<sup>st</sup> Year

C. Members of the Unit shall receive a degree differential in addition to their base salary at the rate of two hundred fifty dollars (\$250) for a maximum of one (1) Masters Degree.

D. Administrative Unit members shall be consulted in the yearly payroll schedule.

E. Mileage:

Compensation will be made to Administrators who use their own vehicles for school business, at the rate established by the Board of Education at the District Reorganizational Meeting, for travel on school business outside or inside the District.

**Schedule A**  
**2006-2007**  
**4%**

Unit Member	2006-2007 Base Salaries	Masters	Years Completed **	Longevity	Longevity Stipend	Base Increment	Total 2006-2007 Salary
Carll, Jackie	\$68,446	\$250	31.5	5	\$5,600	\$3,150	\$77,446
Lemieux, Elizabeth	\$76,679	\$250	34	5	\$5,600	\$3,150	\$85,679
McDonald, Marie	\$71,446	\$250	26	2	\$2,000	\$3,150	\$76,846
Niznik, Edward	\$59,750	\$250	12	0	0.00	\$3,150	\$63,150
Thomas, Patricia	\$71,446	\$250	27	3	\$3,200	\$3,150	\$78,046
Vernold, Eric	\$78,750	\$250	15	0	\$0.00	\$3,150	\$82,150

\*\*Years completed as of June 30, 2006

**Schedule B**  
**2007-2008**  
**4%**

Unit Member	2007-2008 Base Salaries	Masters	Years** Completed	Longevity	Longevity Stipend	Base Increment	Total 2007-2008 Salary
Carll, Jackie	\$71,596	\$250	32.5	5	\$5,600	\$3,276	\$80,722
Lemieux, Elizabeth	\$79,829	\$250	35	5	\$5,600	\$3,276	\$88,955
McDonald, Marie	\$74,596	\$250	27	3	\$3,200	\$3,276	\$81,322
Niznik, Edward	\$62,900	\$250	13	0	\$0.00	\$3,276	\$66,426
Thomas, Patricia	\$74,596	\$250	28	3	\$3,200	\$3,276	\$81,322
Vernold, Eric	\$81,900	\$250	16	0	\$0.00	\$3,276	\$85,426

\*\*Years completed as of June 30, 2007

**Schedule C  
2008-2009  
4%**

Unit Member	2008-2009 Base Salaries	Masters	Years** Completed	Longevity	Longevity Stipend	Base Increment	Total 2008-2009 Salary
Carll, Jackie	\$74,872	\$250	33.5	5	\$5,600	\$3,407.04	\$84,129.04
Lemieux, Elizabeth	\$83,105	\$250	36	5	\$5,600	\$3,407.04	\$92,362.04
McDonald, Marie	\$77,872	\$250	28	3	\$3,200	\$3,407.04	\$84,729.04
Niznik, Edward	\$66,176	\$250	14	0	0.00	\$3,407.04	\$69,833.04
Thomas, Patricia	\$77,872	\$250	29	4	\$4,400	\$3,407.04	\$84,729.00
Vernold, Eric	\$85,176	\$250	17	0	0.00	\$3,407.04	\$88,833.04

\*\*Years completed as of June 30, 2008



**Schedule D  
2009-2010  
3.5%**

Unit Member	2009-2010 Base Salaries	Masters	Years** Completed	Longevity	Longevity Stipend	Base Increment	Total 2009-2010 Salary
Carll, Jackie	\$78,279.04	\$250	34.5	5	\$5,600	\$3,100.41	\$87,229.45
Lemieux, Elizabeth	\$86,512.04	\$250	37	5	\$5,600	\$3,100.41	\$95,462.45
McDonald, Marie	\$81,279.04	\$250	29	3	\$3,200	\$3,100.41	\$87,829.45
Niznik, Edward	\$69,583.04	\$250	15	0	0.00	\$3,100.41	\$72,933.45
Thomas, Patricia	\$81,279.04	\$250	30	4	\$4,400	\$3,100.41	\$89,029.45
Vernold, Eric	\$88,583.04	\$250	18	1	\$1,000	\$3,100.41	\$92,933.45

\*\*Years completed as of June 30, 2009

ARTICLE V

WORK SCHEDULE, HOLIDAYS, VACATION

- A. The following Unit members shall be classified as twelve (12) month employees and shall work the regular teacher work load plus thirty-one (31) days between July 1<sup>st</sup> and June 30<sup>th</sup>.

High School Principal
High School Assistant Principal
Boonville Elementary School Principal / Director of K-5 Curriculum
Middle School Principal / Data Administrator
West Leyden Elementary School Principal / Director of Technology
Forestport Elementary School Principal / Director of Special Education

- B. Vacation time and work schedule(s) must be approved by the Superintendent.
- C. Legal holidays established by the Adirondack Central School District in the school calendar shall not be classified as vacation days, and Administrators shall receive all legal holidays as established by the Board of Education.
- D. Members of the Unit who are required by the Superintendent during the months of July and/or August to work beyond their regularly assigned and scheduled work year shall be paid at their per diem rate for each day worked beyond their scheduled work year.

## ARTICLE VI

### LEAVES AND ABSENCES

#### A. Sick Leave

1. All Administrators shall be credited with at least 1.2 days of sick leave per month, to be credited on the first day of employment in each school year with any unused sick leave to accumulate to a maximum of six hundred (600) days.
2. All Administrators will receive 14 sick leave days for each school year.
3. Sick leave shall be paid at the then current salary, and absences for illnesses on holidays shall not be counted against accumulated sick leave.
4. An Administrator who has exhausted all accumulated sick leave in a contractual year may be granted more sick leave days upon the recommendation of the Superintendent and approval by the Board of Education.
5. Each Administrator shall be notified, on a yearly basis, of the number of sick days accumulated.
6. Compensate any administrator hired after July 1, 2006, with half of the sick days accumulated in their previous district to a maximum of 28 days, which ever is less.

#### B. Special Leave (Personal, Emergency)

Administrators shall be permitted to receive five (5) days of leave per year for personal reasons. Two (2) of such days, if unused, shall be credited to accumulated sick leave. The special leave days are allowable according to the following schedule:

1. Five (5) days leave for sickness in the immediate family.\*
2. Five (5) days leave for death in the immediate family.\*
3. Leave for one (1) day each for attendance at funerals of other relatives or friends, as approved by the Superintendent.
4. Leave for one (1) day for attendance at weddings, as approved by the Superintendent.
5. Leave for one (1) day for attendance at graduations, as approved by the Superintendent.
6. Leave of one (1) day shall be without reason but is not intended for vacation or recreational purposes.

ARTICLE VI  
(continued)

7. Leave for legal transactions and required attendance will be subject to the approval of the Superintendent.
8. Leave for unusual reasons will be subject to the approval of the Superintendent.
9. Additional personal days may be granted by the Superintendent at his/her discretion.

\* The immediate family is interpreted to mean husband, wife, children, mother, father, brothers, sisters, and corresponding in-laws.

C. Injury on the Job

1. If a compensatory injury (job related) makes it necessary that an Administrator be absent from work, the administrator may elect to draw one (1) day of sick leave for each day of such absence to the extent that accumulated sick leave permits, in lieu of Worker's Compensation weekly payments. If the Administrator is unable to return to work at the expiration of sick leave accumulation, and remains eligible for Worker's Compensation benefits, the Administrator shall receive the then currently payable weekly salary under the Worker's Compensation Law.
2. The Administrator must return to the District all Worker's Compensation payments received on account of such absence covered by sick leave days. The District shall return to the Administrator's sick leave accumulation the number of days for which it is reimbursed by the Worker's Compensation Board. Under current law, the first seven (7) calendar days of an absence due to an injury are exempt from weekly benefits, unless the absence exceeds fourteen (14) days and the Administrator is eligible for Worker's Compensation benefits for the first week's absence. In such case, the District shall also return those days to the Administrator's sick leave accumulation. All determinations by the Worker's Compensation Board in all matters of on-the-job injuries are final.

ARTICLE VI  
(continued)

D. Sabbatical Leave

Upon the recommendation of the Superintendent, the Board of Education may grant a sabbatical leave to Administrators who have served the District for seven (7) years for graduate study and/or travel, subject to the following conditions:

1. Only one member of the administrative staff of the School District will be allowed to receive a sabbatical leave at any given time.
2. Preference shall be given to applications for sabbatical leave on the basis of seniority of service.
3. No sabbatical leave shall be granted for a portion of a term.
4. To be given consideration, the sabbatical leave must be of direct benefit to the School District.
5. During the period of sabbatical leave, the Administrator will receive compensation figured according to his/her salary for that year, at the rate of one term's pay for one term leave or half-pay for a full year's leave.
6. The Administrator shall be guaranteed the right to return to the same position held at the time sabbatical leave was granted, and he/she shall continue on step as if service had not been interrupted.
7. Within one (1) month of resumption of service, each Administrator who has been on a sabbatical leave shall make a report in writing to the Superintendent stating how the leave was spent.
8. The Board of Education reserves the right to reject any or all requests for a sabbatical leave of absence.

ARTICLE VI  
(continued)

D. Sabbatical Leave (continued)

9. After submission of the application and acceptance by the Board of Education, the Administrator agrees to sign the following declaration:

“I hereby declare that it is my intention to return to the Adirondack Central School District upon the expiration of any sabbatical leave granted to me, and to serve on the staff of said school for at least two (2) years after my return. To induce the Adirondack Central School to grant my request for sabbatical leave, I hereby agree that in the event that I shall fail to serve for such period of two years after my return, I will repay a portion or all of the money received by me from Adirondack Central School during the period of my sabbatical leave, the amount of such refund to be determined in the following manner: I agree to refund to Adirondack Central School an amount equal to one-fourth of the total amount paid to me during my sabbatical leave for each one-half year of such two-year period that I shall fail to serve in the employ of Adirondack Central School, and I agree to pay such refund in one sum or in installments, without interest, within a period of not more than three years from the expiration of my sabbatical leave. This agreement is made subject to the following condition: If my failure to complete the required two years of service mentioned above shall be the result of death, permanent disability or other conditions beyond my control, then the foregoing agreement to make repayment shall be void and of no effect. I also understand that my sabbatical leave may be terminated at any time in the event that I shall deviate from the planned program as herein above submitted without prior permission of the chief administrative office of the Adirondack Central School. By mutual agreement between the Administrator and the Board of Education, this two-year service requirement beyond the sabbatical leave may be waived.”

ARTICLE VI  
(continued)

E. Conference Leave

1. Every Administrator who attends a conference on school time or at District expense will be expected to submit a written report on the conference. This report will cover the date, place, time, a summary of the conference, and the benefit to the person attending the conference.
2. The Board will pay for lodging, mileage (if a school vehicle is not available), meals and conference registration fees for Administrators who have prior approval to attend a conference.
3. An Administrator may be allowed one (1) day for leave each year for the purpose of visiting another school as approved by the Superintendent.
4. Any Administrator who attends an approved conference with his/her personal vehicle will be compensated at a rate approved at the District Reorganizational Meeting, if a school-owned vehicle is not available.
5. The Board will appropriate monies each year for use by members of the Association to meet expenses for attendance at professional meetings, conferences or workshops.

F. Maternity Leave

1. Maternity Leave of Absence may begin at any time during the months prior to the anticipated birth of the child. A thirty (30) day written notice is required. The School District may require a doctor's certificate to continue work during pregnancy.
2. An Administrator granted maternity leave shall be eligible for sick leave pay within her accumulated sick leave for the school work days that she is unable to work due to her physical disability. The Administrator's attending physician must certify that her physical disability prevents her from working. Sick leave will be based on that period of time as certified by said physician.
3. Up to two (2) years will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of a pre-school child shall have the same effect as date of birth.)

ARTICLE VI  
(continued)

- F. 4. An Administrator may return prior to the end of the unpaid leave of absence, provided that the District has received forty-five (45) days' written notification of a desire to return and such return is recommended at the beginning of a semester.
5. In no event shall an Administrator be eligible for sick leave payments while the Administrator is on an unpaid leave of absence.

G. Jury Duty

An Administrator shall be allowed to serve on jury duty with no loss of pay. Jury pay excluding mileage shall be returned to the Board of Education for days served when school is in session or days of employment in the case of employees who work beyond the regular school year.

H. Leave of Absence

When any Administrator finds it necessary to secure an unpaid leave of absence, the Administrator should make the same known to the Superintendent, who will in turn notify the Board of Education, and the Board at its sole discretion will determine whether or not a leave is to be allowed; the duration of the leave will be up to two (2) years.

I. Salary Consideration Upon Return From Leave

If an Administrator, upon commencing a leave of absence as outlined in "F" and "H" above, has received at least eight (8) pay checks (a minimum of fifteen (15) weeks of service) during a school year, that Administrator shall be advanced one (1) step on the salary schedule upon return to service.



ARTICLE VII

RETIREMENT ALLOWANCE

A retirement allowance will be based upon a maximum of six hundred (600) accumulated regular sick leave days as follows:

- A. To be eligible for a retirement allowance, an Administrator must have a minimum of ten (10) years of service in the Adirondack Central School District and be eligible to retire under the conditions set forth by the New York State Teacher's Retirement System.
- B. An eligible Administrator will be paid \$65 per day of accumulated applicable sick leave. The number of sick leave days applicable to a retirement allowance will be limited to one-half (1/2) of the Administrator's accumulated sick leave days up to a maximum of three hundred (300) days.
- C. To remunerate administrators for half of their unused sick days and to place the money as per the agreement in a 403 B account {See Appendix E}.

## ARTICLE VIII

### INSURANCE

#### A. Health Insurance

All Administrators of the Adirondack School District who meet the requirement for coverage shall be entitled to Health Insurance coverage under the following conditions:

1. The Board of Education shall provide ninety percent (90%) of the cost of insurance for the Administrator and ninety percent (90%) of the cost for the family. Present and future retirees will have seventy-five percent (75%) of the cost of the insurance for the individual retiree and seventy-five percent (75%) of the cost for the retiree's family provided by the Board of Education.
2. Administrator's will be consulted on changes in the Health Insurance Program.
3. The Health Insurance Program is set forth in the Teacher's Association Agreement.
4. Parity shall be maintained with the Teacher's Association.

#### B. Long Term Disability

The District shall provide Long Term Disability Insurance to eligible Administrators as follows:

Sixty percent (60%) of salary payable to age 65, ninety (90) days following disability, or exhaustion of accumulated sick leave, whichever is later, through the Long Term Disability policy coverage carried by an Insurance Company. There will be a coordination of benefits once benefits begin exclusive of private plans held by an individual. The policy provisions of the present carrier covers eligibility and all benefits under this article and a copy of said insurance policy will be made available to the President of the Association.

#### C. Dental Insurance

The District shall contribute a maximum of ninety dollars (\$90.00) per participating Unit member per year toward the purchase of group dental coverage consisting of basic dental and supplemental basic benefits through Blue Shield of Central New York. The benefits shall be those as provided under Option One (Option 1).

ARTICLE IX

DUES DEDUCTION

- A. The Board of Education of the Adirondack Central School District agrees to deduct from the salaries of its Administrators dues as specified by the Adirondack Central School Administrators' Association, as said Administrators individually and voluntarily authorize. The Board of Education shall deduct and transmit dues collected to the Adirondack Central School Administrators' Association. Administrators' authorizations shall be in writing in the form set forth below.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

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(PRINT) Last Name	First	Initial	Building
-------------------	-------	---------	----------

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Address

TO: Board of Education of Adirondack Central School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Adirondack Central School Administrators' Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association the dues as certified. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this School District or until withdrawn by written notice.

---

(Administrator's Signature)

(Date)

ARTICLE IX  
(continued)

- B. Deductions referred to in Section A on page 17 shall be made in the following manner: The total annual membership dues shall be deducted in ten (10) equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall (1) provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section A, on page 17, and (2) forward at the same time to the respective Association a list of the members and their addresses who have elected payroll deduction for such Association.

ARTICLE X

PAYROLL DEDUCTIONS

The Adirondack Central School District is authorized to deduct the monthly premiums for life insurance and tax sheltered annuity plans of the members of the Administrative staff who presently belong to a life insurance plan or such an annuity plan, and for savings bonds. The Administrator will be limited to companies presently approved by the Board of Education to underwrite tax sheltered annuities or life insurance programs. The Adirondack Central School District shall provide deductions for credit union, tax sheltered annuities and life insurance premiums as authorized by the Administrator. This benefit should also be extended to the members of the Administrative staff who wish to join a life insurance plan, a tax sheltered annuity plan, or a payroll savings bond plan.

The members of the Administrative staff should notify the School District at least thirty (30) days prior to the time that they want the first payroll deduction or termination of deductions.

The Adirondack Central School District will make available to members of the Unit the opportunity to participate in the S125 Adirondack Central School Flexible Benefit Plan in the same manner and under the same conditions as those offered to the members of the Adirondack Central School Teachers' Association. If there are to be any changes to this plan, then the Adirondack Central School Administrators' Association will be consulted before such proposed changes take place.

ARTICLE XI

EVALUATIONS

Each member of the Unit shall be evaluated at least once per school year by the Superintendent. This evaluation shall be based on the job description written for the Administrator.

ARTICLE XII

ASSIGNMENT, TRANSFER AND PROMOTION

A. Position Elimination

The Association recognizes that the Board has sole discretion for both establishment of additional Administrative positions and elimination of the same. When a position is to be eliminated, notice shall be given prior to May 1.

B. Transfer, Reassignment or Change in Duties

Any decision to transfer, reassign or substantially change the duties of an Administrator is a function and the responsibility of the Superintendent.

The District shall notify the Administrator being transferred or reassigned not less than sixty (60) days in advance of implementation, except in emergency situations.

The District shall notify the Association prior to implementation of any substantial change proposed in the duties of any existing Administrative position. The Association shall have the opportunity to discuss the proposed changes with the Superintendent prior to implementation.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

- A. IT IS AGREED BY THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENTS OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BE DEEMED EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- B. Physical Examinations
1. Physical Examinations may be required at the discretion of the Board, when it is deemed necessary for the welfare of both students and Administrators. The cost of the examination(s) will be at the District's expense.
  2. Every attempt will be made to provide X-ray examinations for tuberculosis in the manner and frequency of past policies.
- C. Each administrator shall receive reimbursement for tuition for up to 1 course per year of graduate study in the field of education previously approved by the Superintendent and successfully completed with a grade of "B" or better. The maximum amount of the tuition will be the equivalent to the lowest cost for a course at any SUNY College.
- D. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to the Agreement.
- Copies of this Agreement shall be reproduced at the expense of the Board and given to all Administrators now employed or hereafter employed by the Board within two (2) weeks after its execution if that occurs later. If any part of this Agreement is to be included in the District Handbook, it will be included in its entirety and will be separated from administrative directives.
- E. This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect and shall bind and insure to the benefit of the parties hereto and successors to and including June 30, 2010.

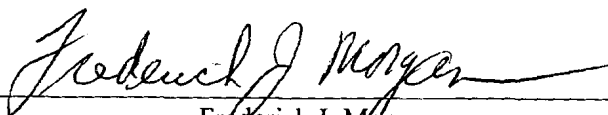
**APPENDIX E**  
**SICK DAYS - 403(b)**

The Administrator will have the option, in lieu of Article VII, B, and in accordance with Article VII, A, to have the District place into a 403(b) account in the administrator's name a payment equivalent to \$65 per day multiplied by one-half the number of accumulated unused sick days in accordance with the Internal Revenue code.

The initial placement of funds into the Administrator's 403(b) account will occur immediately after receiving a written, signed and dated request from the Administrator. Additional unused sick leave that is accumulated in each subsequent year of this agreement will be added to the Administrator's 403(b) account on July 1<sup>st</sup> of each year and upon receiving a written request from the Administrator.

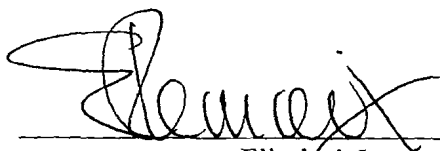
The Administrator must maintain a minimum of 150 days of unused, accumulated sick leave which will not be used toward the 403(b) plan until retirement. The Administrator, upon retirement, will have the option to have one-half of the remaining accumulated, unused sick leave placed in his/her 403(b) account at the rate of \$65.00 per day or may elect to receive an equivalent cash payment.

SIGNATURE PAGE



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Frederick J. Morgan  
Superintendent of Schools  
Adirondack Central School



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Elizabeth Lemieux  
President  
Adirondack Central School Administrators' Association

4-10-07

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Date



