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AGREEMENT BETWEEN
THE ITHACA PRINCIPALS AND DIRECTORS ASSOCIATION
AND THE
SUPERINTENDENT OF SCHOOLS
OF THE ITHACA CITY SCHOOL DISTRICT
JULY 1, 2008 – JUNE 30, 2011

RECEIVED

DEC 23 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PREAMBLE

This agreement is made pursuant to the Public Employees Fair Employment Act (New York State Civil Service Law, Article 14). This agreement is intended to promote an effective and harmonious working relationship between the Superintendent of Schools of the Ithaca City School District (“the Superintendent”) and the Ithaca Principals and Directors Association (“the Association”).

UNIT RECOGNITION

The District recognizes the Association as the exclusive bargaining agent and representative of Principals, Associate Principals, Assistant Principals, Directors, Associate Directors and Assistant Directors required to possess and maintain New York State Education Department administrative certification, excepting those employed in accordance with Civil Service Law and those employed in managerial capacities as defined by Civil Service Law.

ARTICLE 1: JOB TITLES AND DUTIES

The District shall establish and maintain job descriptions for all positions within the bargaining unit. When unit member’s job description is changed, that unit member and his or her immediate supervisor shall, at the request of the unit member, meet to discuss the impact of the change. Changes to job descriptions shall be made only after consultation with the Association. The District may implement changes in the terms and conditions of employment of unit members only after consultation with the Association prior to action by the Board of Education.

ARTICLE 2: EVALUATION PROCESS

A goal-setting conference between the unit member and her or his supervisor shall be held annually. An annual mid-year conference shall be held prior to February 1. The supervisor will document the mid-year conference in writing, and include areas of strength and, if appropriate, areas for growth with recommendations for the unit member’s improvement.

Each unit member is entitled to an annual written evaluation of his/her professional performance. The evaluation shall be based on the unit member’s job description, professional goals established by the unit member and his/her supervisor, and the unit member’s professional performance throughout the year. The appropriate supervisor shall prepare the annual evaluation for principals and directors; the supervising principal shall prepare the annual evaluation for associate/assistant principals, and the supervising directors shall prepare the annual evaluation for assistant/associate directors. A

conference shall be conducted between the unit member and his/her supervisor prior to the preparation of the final draft of the year-end evaluation, during which the association member shall be entitled to provide input into the final evaluation document. At the conference, the supervisor will indicate areas for emphasis during the coming school year and will notify the unit member if any derogatory information will be included.

The unit member may append written comments to any performance evaluation prior to its inclusion in the personnel file. The superintendent of schools will review and sign each annual evaluation prior to its inclusion in the administrator's personnel file.

ARTICLE 3: COMPENSATION

- A. Longevity. Upon completion of five and ten years of service in the bargaining unit, the base salary of an administrator shall be increased by an additional \$500. Upon the completion of fifteen, twenty, twenty-five and thirty years of service in the bargaining unit, the base salary of an administrator shall be increased by \$1,000.
- B. General Wage Increase. Administrators' salaries shall be increased annually by the following percentages: 2008-2009, 3.6 percent; 2009-10, 3.7 percent; 2010-11, 3.7 percent.
- C. Approved Graduate Study. Administrators will be compensated as follows for approved graduate work completed, other than internships, while a member of and after initial employment in the bargaining unit: \$400 for each block of 9 graduate credits beyond the master's degree with a grade of "B" or better, or in the case where only a grade of pass or fail is offered, the grade of pass, to a maximum of 63 credits; and \$200 for an earned doctorate degree.

ARTICLE 4: FRINGE BENEFITS

- A. Health Insurance
 - 1. Medical Insurance. The Board of Education will provide each administrator with the family or individual medical insurance presently in effect in the District (or its equivalent.) This coverage will include a major medical deductible of \$100, a major medical out-of-pocket maximum of \$750, and a prescription co-pay of \$5 for generic and \$10 for brand name drugs. The Board will pay seventy-eight percent and the individual administrator twenty-two percent of the total premium. The administrator may select family or individual coverage.
 - 2. Dental Insurance. The Board of Education will provide family or individual dental insurance presently in effect in the District or its equivalent. The Board of Education will pay one hundred percent of the cost of the dental insurance. Administrators who select family coverage will pay the difference between the cost of single coverage and family coverage. Administrators may select individual or family coverage.

3. Domestic Partnerships. The same-sex domestic partners of unit members, and their families, shall be afforded family leave and family health insurance benefits on the same basis as married employees and their families. The District shall maintain procedures for establishing eligibility for these benefits.
4. Retiree Medical Insurance. Upon retirement after ten years of continuous service in the District, administrators will be eligible to continue in the District's health insurance plan in retirement. In retirement, such administrators shall continue to pay the percentage share of the premium for the District group health coverage that was in effect for them at the end of their active employment with the District. Upon reaching Medicare eligibility, such retired administrators must enroll in Medicare Part B and pay the full premium cost of the Medicare Part B premiums at which time the percentage share of the premium for the District group health coverage will be half the percentage that was in effect for them at the end of their active employment with the District.

B. Payroll Deduction

1. Administrators are entitled to make payroll deductions for tax sheltered annuity payments to the companies on a list approved by the District. Deductions must be made in accordance with procedures established by the District.
2. Administrators are entitled to make payroll deductions or direct deposits to the banks and other financial institutions on the list currently approved by the District. Deductions must be made in accordance with the procedures established by the Business Office.

C. Personal Injury/Property Damage Benefits

1. Whenever an administrator is unable to perform his or her professional responsibilities as a result of personal injury sustained while performing professional responsibilities, he or she will receive full salary (less the amount of any Workers Compensation award made for temporary disability due to said injury) for up to the equivalent of one year. Only that portion of the administrator's salary not covered by Workers Compensation will be charged to the administrator's sick leave.
2. The Ithaca City School District will reimburse administrators for any personal property damaged or destroyed by assault or accident when the administrator was using that property at work in the course of his or her employment. The amount to be reimbursed will be a fair-market value less any personal insurance payments received by the administrator.

D. Temporary Leave of Absence

1. Sick Leave. -Administrators are entitled to twelve days of sick leave annually, to be credited on July 1. Unused sick leave days may be accumulated without limitation. After one year of service, each administrator will become a member of the sick leave bank. In cases of extended personal injury or illness when all accumulated sick leave

days have been exhausted, an administrator may apply to the sick leave bank for an award of additional sick leave days.

2. By November 1 of each year the Superintendent of Schools shall cause a written statement, in substantially the same form as presently in use, to be submitted to each administrator specifying the number of days of sick leave used during the previous school year and the number of accumulated sick days as of the last day of the previous school year.
3. Administrators are entitled to the following leaves of absence with pay, the duration of such leaves to be arranged between the applicant and the Superintendent of Schools or his or her designee: observation of other programs; family illness or death; court appearance related to District activities; conferences; personal days; military leave.

E. Maintenance of Standards

The terms and conditions of employment specified in this contract will be maintained until revisions are made through mutual written agreement between the Superintendent of Schools and the Association.

F. Work Year

1. Administrators shall work a twelve-month work year, and shall be annually entitled to twenty days of paid vacation and thirteen plant shutdown days. Employees who commence employment after July 1 shall receive a prorated amount of vacation days for the initial school year of employment, and employees who leave the employ of the District prior to June 30 shall only be entitled to use the amount of days credited for that year prorated according to actual length of service.
2. Vacation days for a given year shall be earned quarterly, but will be available for use as of July 1 of that year. An administrator leaving the employ of the District will reimburse the District for any unearned vacation days taken; such reimbursement shall be deducted from any remaining District paychecks and such additional personal payment by the administrator to the District as may be necessary. Unused earned vacation days may be accumulated and carried over from one year to the next except that at no time at the end of a quarter may an individual have more than 30 days accumulated unused vacation days. Days earned in excess of the maximum quarterly individual accumulation will go into the sick bank and will not be available as vacation days.
3. Absences on days between December 25 and January 1 shall not be charged against an administrator's accumulation of leave days.
4. In the event that a unit member has unused earned vacation days at the time his/her employment with the District terminates, he/she shall be paid at the rate of 1/240th of his/her then current annual salary for each day of unused earned accumulated vacation days up to a maximum of thirty (30) days.

G. Sick Bank

The sick leave bank is intended to provide continued salary and benefits for employees who are medically unable to work for an extended period due to personal illness or injury, excluding work related illness or injury. New employees will not be eligible for sick leave bank membership until they have completed one year of service in the bargaining unit. Once eligible, sick leave bank days may be awarded after exhaustion of the employee's accumulated sick leave days in blocks of twenty (20) days (prorated for part-time employees) up to a maximum of 240 days.

Operation of the sick leave bank commenced on July 1, 2001. Upon eligibility for sick leave bank membership, all employees shall join the sick leave bank by annually donating on July 1 two sick days from their personal accumulation of such days. Retiring administrators may donate up to thirty (30) earned and unused sick days to the sick leave bank. If the total number of days in the sick leave bank on June 30 of any year exceeds 600 days, no additional days shall be donated to the sick leave bank. If the sick leave bank runs out of days, a supplemental member assessment of days may be required.

Sick leave bank days will be awarded by the Sick Leave Bank Committee which will consist of two representatives of the Association and two representatives of the District. The Committee shall examine the documentation from the applicant's physician. If the District or the Sick Leave Bank Committee wants to confirm the applicant's physician's diagnosis, prognosis or other assessment, a referral may be made to a school district physician for confirmation. If confirmed, the request will be approved.

- H. Mileage Reimbursement. Administrators will be reimbursed for travel on District business in a personal vehicle at the IRS approved mileage rate.

ARTICLE 5: PROFESSIONAL DEVELOPMENT

A. Input for Improvement.

Annually, each spring, each unit member will seek feedback from individuals and groups in order to gather information that will help her/him reflect upon accomplishments and identify areas for future focus. Unit members are responsible for designing the instruments and processes; analyzing the data and determining their relevance and importance; incorporating the information into their future work and goals, and for sharing the preceding with their supervisors.

B. Sabbatical Leave.

Upon completion of seven consecutive years of service in the bargaining unit, a unit member may be eligible for one semester of sabbatical leave at full pay, or one year of sabbatical leave at half-pay, for the purpose of pursuing graduate studies leading to

the award of a doctoral degree or a certificate of advanced study from an accredited university, or for study in support of District goals, school development plans, or student outcomes.

The unit member shall make written request for such leave at least nine months in advance of the start of the proposed leave to the superintendent of schools. The superintendent of schools or the Board of Education may reject sabbatical proposals based on an evaluation of the proposal in light of the criteria established in this provision. Sabbatical proposals shall not be submitted or accepted during a year in which a contingency budget is in effect.

The unit member shall be required to continue in the employ of the District for at least two years after the completion of the leave, or, in the alternative, reimburse the District for the cost of salary and benefits received during the leave. No more than 1.0 FTE of leave shall be awarded during the fiscal year.

ARTICLE 6: GRIEVANCE PROCEDURES

A grievance is a written claim by the Association or a member of the Association that the District has violated, misinterpreted or misapplied an express provision of this agreement. Grievances must be filed not later than thirty calendar days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. Prior to filing a grievance, an administrator will discuss the matter with his or her immediate supervisor.

Stage One. If the matter is not resolved, a written grievance, specifying the contractual provision at issue, may be presented to the superintendent of schools within ten business days of the discussion. The superintendent of schools shall provide a written response within twenty business days of receipt of the grievance.

Stage Two. A written appeal of the decision of the superintendent of schools may be made to the board of education within ten business days of receipt of the superintendent's decision. The board of education will consider the appeal at a board of education meeting convened within thirty (30) business days of the receipt of the appeal. The Association will be afforded an opportunity to present the grievance to the board of education in executive session. The board of education will render a written decision on the matter within fifteen business days of the board of education meeting at which the appeal was considered.

Stage Three. The administrator and the Association retain the right to appeal a decision of the board of education to the Commissioner of Education or court or agency of competent jurisdiction.

ARTICLE 7: DURATION OF THE AGREEMENT

It is hereby agreed by duly authorized representatives of the Ithaca City School District Board of Education and Ithaca Principals and Directors Association that the attached provisions represent the agreements reached on terms and conditions of employment by and between the aforementioned parties from July 1, 2008, through June 30, 2011, only.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Alaine Troisi 7/7/08
Alaine Troisi Date
President
Ithaca Principals and Directors Association

Judith C. Pastel 7/7/08
Judith C. Pastel Date
Superintendent of Schools
Ithaca City School District