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Contract Database Metadata Elements

Title: **Fairport Central School District and Fairport Administrators Association (2005)**

Employer Name: **Fairport Central School District**

Union: **Fairport Administrators Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5004**

Unit Size: **28**

Number of Pages: **24**

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AGREEMENT BETWEEN

FAIRPORT

ADMINISTRATORS

ASSOCIATION

&

SUPERINTENDENT

OF

SCHOOLS

FAIRPORT CENTRAL SCHOOL DISTRICT

July 1, 2005 - June 30, 2008

RECEIVED

DEC 12 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

28



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PROFESSIONAL NEGOTIATING AGREEMENT
ADMINISTRATIVE PERSONNEL

Agreement, made this June 15, 2005, by and between the Superintendent of Schools of the Fairport Central School District, Fairport, New York (hereinafter referred to as the "Superintendent"), and the Fairport Administrators Association (hereinafter referred to as the "Association").

Whereas, the legislation of the State of New York has declared that it is public policy of this state to promote harmonious and cooperative relationships between government and its employees, and

Whereas, the Superintendent and the Association recognize and declare that providing quality education for the children of the District is their mutual aim and that the character of such education depends largely upon the quality, dedication and morale of the administrative service, and

Whereas, the Superintendent and the Association, with full awareness of the legal responsibilities and duty of the Board of Education to determine policy within the framework of the law, recognize that the members of the administrative staff are particularly qualified and professionally obliged to assist in the formulation of educational policies and programs, and that these responsibilities and objectives can best be discharged and realized when mutual understanding, cooperation and effective communications exist within the District, and

Whereas, the Board of Education has determined that the Association represents a majority of the employees in the negotiating unit defined by the recognition agreement adopted at the Board Meeting on November 1, 1982, and

Whereas, the Superintendent has a statutory obligation to enter into negotiations with the Association with respect to salaries, wages, hours and other terms and conditions of employment pursuant to the provisions of the Public Employees' Fair Employment Act, and

Whereas, the Association has heretofore affirmed that it shall not engage in a strike, and shall not cause, instigate, encourage or condone a strike.

Now therefore, in consideration of the promises and the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

SCOPE

1. This agreement shall cover the employer-employee negotiating unit.
2. Any agreement so negotiated shall apply alike to all personnel within the employer-employee negotiating unit described herein, regardless of membership or lack of membership in the Association and shall cover the period of the next succeeding one, two or three fiscal years, as may be agreed upon by the parties.

NEGOTIATING PROCEDURE

1. Meetings of the negotiating teams may be initiated upon the written request of either party. In any given school year such request shall be made on/or before the first day of January that school is in session.
2. The Association and the Board of Education agree to furnish each other, upon reasonable request, all available factual information pertinent to matters to be proposed for negotiation or under negotiation, in order to assist the negotiating teams in developing intelligent, accurate and constructive proposals to assist parties in resolving such matters. All requests for such information are to come only from the chairperson of each negotiating team.

SAVINGS CLAUSE

1. This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of

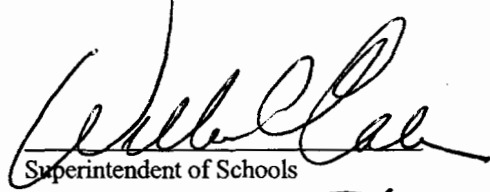
this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

DURATION

1. This Professional Negotiation Agreement shall continue in full force and effect until June 30, 2008, and thereafter until either party wishes to propose amendments or modifications.

In witness whereof, the parties hereto have set their hands and seals June 15, 2005

_____.



Superintendent of Schools



President,
Fairport Administrators Association

/sd

WAFAAFAA2005-08

SECTION I – RECOGNITION CLAUSE

This contract shall cover the employer-employee relationship between the Fairport Central School District (hereinafter referred to as the "District"), and the Fairport Administrators Association (hereinafter referred to as the "Association"). Employees within the negotiating unit covered by this agreement shall hereinafter be referred to as "administrators." The Association represents District employees filling the following positions: Principal, Assistant Principal, Director, and Coordinator.

SECTION II - SCHOOL YEAR

The school year for administrators shall begin on July 1st and end on June 30th of the following calendar year.

SECTION III - VACATIONS

- A. Vacation days for administrators during the school year shall be taken at times mutually agreed upon by the administrator and the Superintendent or designee.
- B.
 - 1. All twelve-month administrators shall be entitled to 23 vacation days per year. Administrators in their first year of employment with the District shall accrue 1.9 days of vacation per month of service. Such days may be used during the course of the fiscal year.
 - 2. At the conclusion of the following full year of administrative service, additional days of paid vacation will be provided effective each July 1.

<u>Years of Administrative Service</u>	<u>Additional Days</u>
3	2
5	2
13	2
18	1

- 3. Administrators may carry over up to twenty (20) unused vacation days from one school year for use in the succeeding school year. An administrator may receive cash compensation in lieu of carry-over days for up to five (5) days each year.

This compensation will be based on a daily rate calculated using the starting salary and the member's salary for each job title. For example, an elementary principal earning \$92,000 in the 2006-07 school year, would receive vacation day compensation based upon an annual salary of \$82,000. The starting salary in this year being \$72,000, and their salary being \$92,000 establishes the mid-range at \$82,000. The daily rate is based on the formula of 1/240th of annual base salary. This cash compensation will not be added to the base salary.
- 4. Administrators who retire from the District will be paid for any unused vacation days remaining at the time of their retirement, not to exceed their annual allotment and their allowed carry-over days up to a maximum of 40 days. Administrators who retire during the school year will be paid for a pro-rated number of unused vacation days. Administrators will be paid according to their own daily rate.

- C. The Holiday Schedule for administrators will total fifteen (15) days. The Holiday Schedule will be revised yearly to agree with the District-approved school year calendar.

- D. Administrators hired prior to July 1, 1985 who did not receive a pro-rated, or full vacation entitlement during their initial year of employment, will receive pay equal to 1.9 days per month. Payment will be in the first payroll in July in the calendar year in which the administrator retires.

SECTION IV - LIABILITY INSURANCE

- A. The District is required by various provisions of the Education Law to provide certain insurance coverage and protection from certain liabilities and expenses for administrators. These include the following:
1. "To save harmless and protect all teachers, practice or student teachers, and members of the supervisory and administrative staff from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person...provided such...(member of this Association)... at the time of the accident or injury was acting in the discharge of his /her duties within the scope of his/her employment..."
 2. The District "shall provide an attorney or attorneys for and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee in any civil or criminal action taken against any pupil or the District while in the discharge of his/her duties within the scope of his/her employment."
 3. "To provide workers' compensation coverage as provided in the workers' compensation law for all teachers and other employees for injuries incurred in actual performance of duty."
- B. The District maintains insurance which allows it to apply coverage for fire, extended coverage, or vandalism to personal effects of administrators, while located on the District premises. This coverage is limited to \$500.00 for any one person, and is conditioned upon such administrator notifying the building office in writing of any personal property located on the District premises.
- C. The District shall provide liability insurance coverage for administrators with respect to claims and damages arising out of the charges of libel, slander, defamation, violation or right of privacy, false arrest, detention or imprisonment, or false prosecution.

SECTION V - CREDIT UNION

The District will provide payroll deductions for a credit union for those administrators who have authorized in writing that such deductions can be made.

SECTION VI - LEAVES OF ABSENCE

- A. **Personal Days** - Each full-time administrator shall be entitled to three (3) paid personal leave days per school year. This will be pro-rated for part-time administrators. Such days may be utilized in half-day (am or pm) units, or full-day units. Any unused personal days shall be credited to the administrator's sick leave account at the end of the school year.
1. Administrators commencing employment subsequent to the start of the school year shall receive a pro-rated personal leave allowance, such pro-ration being at the rate of one (1) day per year for an administrator initially hired to work four (4) months of a school year; two (2) days per year for an administrator initially hired to work more than four (4) but less than eight (8) months per year; and three (3) personal days per year for an administrator initially hired to work more than eight (8) months in their initial year of hire.

2. Administrators shall be required to notify their immediate supervisor of their request to use a personal leave day at least three (3) days prior to the date of the leave, except under unusual circumstances. The purpose of this leave is to permit an administrator to attend to personal matters which cannot be accomplished outside the regular workday.
3. Personal leave may not be taken on days immediately preceding and/or subsequent to a scheduled vacation or holiday recess; nor may they be used in any manner to extend a vacation period or holiday recess by being used in conjunction with unpaid leave days or paid leave days.

B. **Illness in the Family** - Time not to exceed five (5) school days per year may be granted with pay in case of illness in the immediate family or household, or for unusual circumstances brought about by such illness. These days are not cumulative and are separate from all other allowances. Immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family. Household is defined to mean a relative whose residence is in the administrator's home.

C. **Bereavement** - In the case of each death in the immediate family of a member of this unit, administrators may take up to five (5) days leave with full pay; in the case of a close friend, one (1) day of leave with full pay.

For the purpose of this subsection and B above, immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family. Household is defined to mean a relative whose residence is in the home.

D. **Unpaid Leave of Absence** - All requests for leaves of absence, or extension or renewal of such leaves, will be applied for, and responded to, in writing.

A leave of absence for personal reasons without pay or increment may be granted at the discretion of the Board of Education. Except under unusual circumstances, applications should be submitted on or before the first day of March prior to the school year of requested leave.

An administrator on a leave of absence for a school year or more will notify the Superintendent of Schools of his/her intention to return to service at least five months prior to the expiration of such leave. Failure to notify the Superintendent will be deemed to constitute a resignation by that administrator.

1. All benefits to which the administrator was entitled at the time of commencement of his/her leave of absence, including unused accumulated sick leave, will be restored to him/her upon his/her return. He/she will be assigned to the same position that he/she held at the time said leave commenced, if available; if not, to a substantially equivalent position with his/her consent.
2. The salary for an administrator on a leave of absence pursuant to the provisions of this section for the first year of return shall be the salary of the year of application plus the negotiated increase of the year of return.

E. **Academic Leave** - Upon the recommendation of the Superintendent, the Board of Education shall have exclusive option of granting an academic leave of absence for one year to an administrator who has served in the District for five (5) years or more. The salary for the administrator on academic leave shall be computed at one-half of the salary rate of the year of application for the year of the leave. No restrictions will be placed on grants or fellowship awards received by the administrator.

1. Upon the recommendation of the Superintendent, the Board of Education shall have the exclusive option of granting an academic leave of absence of one (1) year to an administrator who has served in the District for ten (10) or more years. The salary for the administrator shall be computed at the full

salary rate of the year of application for the year of the leave. No restrictions will be placed on grants or fellowship awards received by the administrator.

2. The salary for the first year of return shall be the present salary plus the negotiated increase for the year of the return.
3. An administrator may qualify to apply for an academic leave by:
 - a) having served in the District for the number of years specified above, and
 - b) submitting a written program of purpose, activities, and benefits to the District, and
 - c) in the case of an administrator receiving one-half salary, agreeing in writing to return to the District for three (3) full years following the year of leave or repaying the District one-third of the salary received in the year of absence for each year or part thereof in which he/she is voluntarily absent. In the case of a member receiving full salary, agreeing in writing, to return to the District for four (4) full years to an equivalent position following the year of leave or repaying the District one-fourth of the salary received in the year of the leave of absence for each year or part thereof in which he/she is voluntarily absent.
4. The total number of administrators on academic leave of absence shall be restricted to three (3) administrators. Eligibility will be based on the recommendation of the Superintendent. Applications shall be submitted to the Superintendent by March 1st immediately preceding the year of requested leave.
5. The terms and conditions of the academic leave including eligibility for applying for leave and the salary received during the time of the leave shall be determined by the provisions of the academic leave policy in effect at the time of application.

SECTION VII - SICK LEAVE

- A. **Sick Leave** - Each administrator shall be entitled to eighteen (18) paid sick leave days per year. Eighteen (18) days shall be credited and accrued on the first day of each school year regardless of the previous year's unused balance or any maximum balance allowed. Each administrator may accumulate up to a maximum of two hundred forty (240) unused sick days. An administrator's accumulated sick leave balance may not be drawn upon until the 18 sick days credited and accrued for the school year are consumed first. In extenuating circumstances, additional sick days may be granted by the Board of Education upon the recommendation of the Superintendent.
- B. **Sick Leave Bank** -The District will establish a Sick Leave Bank for use by FAA members. This Sick Leave Bank will be available to administrators for illness or injuries occurring on or after July 1, 1999. The District agrees to contribute 30 days to the Sick Leave Bank commencing on July 1, 1999.
 1. The Sick Leave Bank shall be maintained as follows:
 - a) Each administrator will contribute one day per year to the bank at the start of each fiscal year.
 - b) Each administrator will contribute one additional day in any year when the total number of days in the bank drops below 50 days.
 2. Use of the Sick Leave Bank will be permitted on the following terms:

- a) An administrator has used all of his/her personal accumulated sick, personal and vacation days;
- b) An administrator has been absent from work due to personal illness/injury at least 15 days in conjunction with the same illness/injury. The days need not be consecutive. Any administrator who has used more than 50 sick days in the 12-month period immediately prior to July 1, 1999, is ineligible for this Sick Leave Bank benefit.
- c) The administrator has provided the District with a written diagnosis/prognosis from their physician. The District may require a second opinion to verify the need for sick leave from a District selected physician, at the District's expense.
- d) An administrator may draw days only to a lifetime maximum of 240 days.

SECTION VIII - ADMINISTRATIVE MENTORING

The District recognizes the importance of providing support to newly-hired administrators. The District will work to provide mentor support, with input from FAA leadership, for each newly-hired administrator in their first year of employment. The mentor will be selected by the District and matched with the new administrator. Every effort will be made to match the new administrator with a mentor who has knowledge and expertise similar to the assignment of the new administrator. The mentor/new administrator relationship is one of confidential support provided in a timely and thoughtful manner.

SECTION IX - VACANCIES AND TRANSFERS

- A. Announcements of vacancies, as vacancies are hereinafter defined, will be sent to each administrator and will be accompanied by a job description and salary information pertinent to that vacancy.
- B. Announcements of vacancies will be sent no later than fifteen (15) days prior to the closing date for the submission of applications for the vacancy.
- C. Vacancies are defined as those positions within the negotiating unit covered by this agreement and central office administrative positions.
- D. Administrators who have made application for a vacancy will be notified regarding the disposition of their application.
- E. If an administrator wishes to change his/her administrative assignment, that administrator may file with the Assistant Superintendent for Human Resources a written statement setting forth that administrator's desire. The request will be retained by the Human Resources Office for twelve (12) months following the date of receipt of that statement.
- F. The Human Resources Office will retain only those statements of interest from an administrator who meets at least the certification requirements for the position in which interest has been expressed by that administrator.

SECTION X - JURY DUTY

Administrators shall be granted leave without loss of pay, as may be necessary, in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When the administrator receives a notice of call to jury duty, he/she shall notify his/her immediate supervisor to that effect on the first workday following receipt of such notice.

SECTION XI - NEGOTIATIONS

No administrator shall be required to serve on any negotiating team without his/her consent.

SECTION XII - SERVICE INCREMENT

- A. An administrator who retires and meets the following requirements will be eligible for the benefit specified in this section.
1. The administrator must have a minimum of ten (10) years of administrative service in the Fairport Central School District at the effective date of retirement.
 2. The administrator must have met all of the eligibility requirements for retirement under the provisions of the New York State Teachers' Retirement System, or New York State Employees' Retirement System.
 3. The administrator must file with the Superintendent of Schools by January 1st an irrevocable notice of his/her decision to retire effective June 30th.
- B. The total amount paid for the service increment shall be limited to \$35,000. For administrators hired before July 1, 1980, the increment will be computed at 3.0 multiplied by the number of years of service multiplied by the daily salary computed for the member, but such increment shall not exceed \$35,000. For administrators hired after July 1, 1980, the service increment shall be \$35,000. Should another bargaining unit in the District negotiate a service increment that is more favorable than that listed above, the District agrees to open negotiations on this topic only at the time of benefit change for the other group. Negotiations will be framed in terms of the benefits in relationship to a bargaining unit's entire compensation package.
- C. The one-time service increment will be made through a non-elective contribution of the designated amount directly into the 403(b) tax-sheltered account designated by the District for the benefit of eligible unit members. This designation will be made on or before the last payroll period in the fiscal year of the employee's retirement. No eligible member shall have the right to take the payment as cash.
- D. Any benefits listed in this section may be waived by the administrator.
- E. Under extenuating circumstances, the deadline for retirement notification, and the effective date of retirement, may be extended or waived by the Board of Education upon the request of the administrator and the recommendation of the Superintendent of Schools.

SECTION XIII - ASSOCIATION RIGHTS

The District shall make available to the Association upon request of the Association president, statistics and records that are necessary for the proper administration or enforcement of this agreement.

SECTION XIV - INSURANCE COVERAGE

- A. **Health Insurance** Administrators shall be able to select one of the following options for health insurance coverage:
1. Blue Point 2 Select, or any equivalent or lower-cost plans offered by the District at a contribution rate of 5% per year for each year of the contract for 2005-06, 2006-07, and 2007-08.

2. Any other plan offered by the District at a contribution rate of 15% per year for each year of the contract.

B. Health Insurance Opt-out

Administrators not electing to participate in the District's health insurance program on a school year basis (July 1 – June 30) due to coverage elsewhere will be eligible for an opt-out payment of \$1,850 for each year they decline such coverage. Those administrators participating in the opt-out program less than a full year shall receive a pro-rata amount.

Administrators shall inform the District of their intention not to participate in the District's health insurance plan by June 1 annually. Newly-hired members will be given this opportunity at the time of hire.

If during the year a qualifying event occurs which requires that the employee participate in the District's health insurance program, the administrator shall be allowed to enroll in accordance with the rules and regulations of the carrier.

C. Life Insurance The District will provide a \$75,000 group term life insurance policy with the District paying the full amount of the premium cost.

1. Administrators who retire from service in the Fairport Central School District who have completed a minimum of ten (10) years of administrative service in the District, may continue group term life insurance, subject to the approval of the carrier. Terms of the policy shall be subject to the rules of the carrier.
2. Cost of such coverage shall be borne directly by the retiree. Such coverage and payment must be initiated by the retiree through the District Business Office. The method and timeliness of payments shall be subject to the approval of the Assistant Superintendent for Business.

D. Medical Reimbursement Account The District will establish a Medical Reimbursement Account (105 plan) for members to use for reimbursement of costs not covered by health or dental insurance. The District will contribute \$350 to this plan annually. Any unused money will be rolled over to the following year. Members will be required to submit claims for reimbursement to a third party administrator selected by the District. Any unused money remaining in the account at the time a member leaves the District will be available for up to one calendar year during which time the member may continue to submit claims for reimbursement. After that time period, the money will revert to the School District.

E. Insurance in Retirement Any current administrator who retires into the New York State Teachers' Retirement System, or the New York State Employees' Retirement System, and has at least ten (10) years District administrative service immediately prior to such retirement, shall be entitled to continued health insurance coverage outlined in C-1 below.

1. Coverage shall be the basic major medical that was in effect at the time of retirement or its substantial equivalent should the District change plans or carriers. The retiree will pay 10% of the premium cost for whichever plan they select each year.
2. A retiree's coverage will be changed to the 65 plus (or other equivalent) plan when he/she is eligible for such plan in conjunction with the availability of Medicare benefits.
3. If a retired administrator predeceases his/her spouse at the time of retirement, the spouse shall be eligible to continue coverage, which shall also apply to dependent children only. If the spouse elects to change to single coverage, his/her cost shall be equal to the employee contribution rate for such coverage on the date of the retiree's death.

- F. **Dental Insurance** The District shall provide to all administrators covered by this agreement the Blue Cross-Blue Shield Dental Plan Option IV or comparable dental plan. The District will pay 85% of the premium costs for each of the years covered by this contract.
- G. **Disability Insurance** The District shall provide to all administrators covered by this agreement a Long-term Disability Policy. The District will assume the cost of such coverage.
- H. **Vandalism Insurance** An administrator whose vehicle is damaged due to vandalism or malicious mischief while in the performance of official school business will supply the District with proof that a report was filed on the occurrence. In the event that the occurrence is not covered by the administrator's primary insurance or a deductible, the District will then pay the cost of out-of-pocket expenses up to a maximum of \$250.00 per occurrence.
- Payment will be made upon submission of the above-mentioned reports and proof of payment of the repairs by the administrator.
- I. If additional health insurance benefits are subsequently provided to members of other bargaining units during the life of this agreement, the District agrees to open negotiations on this topic only at the time of benefit change for another group. Negotiations will be framed in terms of the benefits in relationship to a bargaining unit's entire compensation package. (For example, another group may have better health insurance benefits, but receive a lesser percentage salary increase to maintain those benefits.)

SECTION XV – TUITION POLICY FOR NON-RESIDENT CHILDREN

An administrator residing outside the Fairport Central School District will be allowed to enroll his/her children in the District on a tuition-free basis under the following conditions:

- a. Transportation to and from school will be provided by the administrator, and
- b. Space is available in the District

SECTION XVI - WORKING CONDITIONS

Upon reasonable request by the Association, through its President to the Superintendent and the President of the Board of Education, not more than three (3) administrators may meet with the Board of Education at an Executive Session of that Board regarding topics appropriate under the New York State Open Meetings Law. The Board, through its President, will establish the date and time of such meeting within a reasonable period of time.

SECTION XVII - CONTRACTS

In the event the tenure provisions applicable to administrators are eliminated from New York State Law, the parties agree to be bound by whatever statutory provision(s) are substituted in its place.

SECTION XVIII - MISCELLANEOUS

- A. Approved mileage allowance for administrators will be the official District mileage rate.
- B. This agreement shall supersede any rules, regulations, or practices of the Board of Education which are contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the Board of Education.

- C. Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to, and consistent with, the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. The invalidity of any provision hereof, shall not effect, impair or invalidate the remainder, but shall be confined to such provision directly involved in the controversy in which invalidity was determined.
- E. Copies of this agreement shall be printed at the expense of the District and shall be distributed to all administrators now employed within two (2) weeks after its execution.

Before a new administrator is employed, or a replacement for a current administrator is employed, they shall be interviewed by the Assistant Superintendent for Human Resources and Labor Relations, or a duly appointed representative, for the purpose of informing them of these terms and conditions of employment, prior to the signing of a contract.

- F. Nothing herein contained is intended, nor shall it have the effect of abridging or violating the rights and obligations accorded to or imposed upon the respective parties by the New York State Education Law.

SECTION XIX - GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of harmonious and cooperative relationships between the District and the unit is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of members of the unit. Except as is necessary for the purpose of implementing this procedure, both parties hereto agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

B. Definitions

Any alleged violation of the application of the terms or provisions of this agreement shall constitute a grievance. Equitable solutions to the grievance may be sought under the provisions of this section.

Days shall mean workdays.

Association shall mean the Fairport Administrators Association.

Aggrieved Party shall mean any person or group of persons belonging to this unit. If a grievance affects a significant number of members in the Association and appears to be associated with system-wide policies, the grievance may be submitted by the Association at Level II of this agreement.

Party of Interest shall mean any party named in a grievance who is not the aggrieved party.

C. General Procedures

1. All alleged written grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the alleged grievance, the time when and the place where the alleged grievance or conditions constituting the alleged grievance existed, the identity of the party responsible for the area in which the alleged grievance is alleged to have occurred and a statement of the nature of the alleged grievance and the redress sought by the aggrieved party.

2. Except for informal decisions provided for by Level I, all decisions shall be rendered in writing at each level of the grievance procedure.
3. The District and the Association agree to reasonably facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in their possession or control and which is relevant to the issues raised by the grievance.
4. Except as otherwise provided by Level I, an aggrieved party and any party of interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, testify and to call witnesses on his/her own behalf. The aggrieved party, and party of interest and the Superintendent shall be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
5. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants. This file shall be available only to the aggrieved party, any party of interest, and the Superintendent or his/her duly authorized representative.
6. Except by consent of all parties involved, hearings shall not be open to the public.
7. When a grievance is based upon a decision of the Board of Education and is entirely dependent upon action by the Board of Education, the grievance shall be heard in the first instance at Level II.

D. Grievance Levels

Level I - Assistant Superintendent for Human Resources and Labor Relations

1. An administrator covered by this agreement, having a grievance, shall discuss it with the Assistant Superintendent for Human Resources and Labor Relations in an attempt to resolve the matter informally.
2. If the matter is not resolved informally at this time, the aggrieved party shall state the alleged grievance, in writing, and present it to the Assistant Superintendent for Human Resources and Labor Relations within three (3) days from the date he/she originally discussed the matter with the Assistant Superintendent for Human Resources and Labor Relations. Within three (3) days after the written grievance is presented to him/her, the Assistant Superintendent for Human Resources and Labor Relations shall, without any further consultation with the aggrieved party, render a decision thereon, in writing, and present it to the aggrieved party.

Level II – Superintendent of Schools

1. If the aggrieved party is not satisfied with the written decision at the conclusion of Level I and wishes to proceed further under this grievance procedure, the party shall, within three (3) days after receipt of the Assistant Superintendent for Human Resources and Labor Relations' decision, present the grievance to the Superintendent of Schools, together with a copy of the decision at Level I.
2. Within five (5) days after receipt of the grievance, the Superintendent, or duly authorized representative, in his/her absence, shall hold a hearing with the aggrieved party, and all other parties of interest.
3. The Superintendent shall render a decision in writing to the aggrieved party, and the Assistant Superintendent for Human Resources and Labor Relations, within ten (10) days after the conclusion of the hearing.

Level III - Arbitration

1. If the aggrieved party is not satisfied with the decision at Level II and wishes to proceed further under this procedure, the President of the Association may submit the grievance to arbitration by serving written notice on the Superintendent of Schools within five (5) days after receiving the decision at Level II, provided the President of the Association has the written consent of the aggrieved party.
2. Within five (5) days after receipt of the written notice of submission to arbitration, the Superintendent of Schools and the President of the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the Superintendent of Schools and the President of the Association are unable to agree upon an arbitrator or to obtain a commitment from him/her to serve within the specified period of time, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The Superintendent of Schools and the President of the Association will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The arbitrator will hear the matter promptly and will issue a decision to the aggrieved party, the President of the Association and the Superintendent of Schools not later than ten (10) days from the date of the close of the hearing, or, if oral hearings have been waived, from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.
5. The decision of the arbitrator shall be binding.
6. If the arbitrator renders a decision in favor of the District, the costs and expenses for the services of the arbitrator, including any and all expenses necessary and relevant to the use of this level of the grievance procedure shall be borne by the Association.
7. If the arbitrator renders a decision in favor of the Association such expenses shall be borne by the District.

SECTION XX - REDUCTION IN FORCE

- A. Administrators who become subject to lay-off as a result of reduction in force through abolition of positions shall be entitled to the following benefits in accordance with the restrictions set forth below:
 1. Restrictions
 - a) A minimum of three (3) years of continuous service as an administrator in the District.
 - b) Not employed on a full-time basis within or outside of the District in another position.
 2. Benefits
 - a) A total amount of the Supplemental Unemployment Stipend to be paid to any administrator will be \$5,200.
 - b) This amount will be paid bi-weekly over twenty-six pay periods and treated as salary payment.

- c) Deductions for insurance and other appropriate deductions will be made.
- d) Continued eligibility to receive this payment would not be affected by part-time employment.
- e) Payment will commence on the next regularly scheduled pay date after the administrator's lay-off date.
- f) In the event the administrator obtains full-time work during the payout period, payment will cease and will resume again for the remainder of the unpaid amount only at such time as the laid off administrator again becomes unemployed, but in no event after a period of twelve (12) months from the date original payment began.
- g) An administrator may not be eligible to receive unemployment insurance payments while receiving the Supplemental Unemployment Stipend.

SECTION XXI – EVALUATIONS

The purpose of appraising the performance and the effectiveness of administrators is to promote improvement in the administrative function, to recognize professional performance, and, ultimately, to bring continued improvement in the teaching-learning process in District schools.

The District, in the interest of meeting this goal, will make reasonable efforts to bring to the administrator's attention, at the earliest possible time, deficiencies or areas deemed in need of improvement, as well as areas of proficient performance. A written evaluation of administrator's performance will be provided to the administrator annually. Where there are concerns regarding an administrator's performance, said concerns will be brought to the attention of the administrator immediately and addressed formally, in writing, no later than April 15th except in situations where the incident(s) occur after that date.

As part of the on-going evaluation process, an interim evaluation meeting will be held at the request of the administrator being evaluated. The request should be submitted no later than January 15th of each fiscal year. At the interim evaluation, specific areas where position expectations are not being satisfactorily met, or where improvement is needed, shall be identified. The unit member will be provided with suggestions for improving performance by the evaluator at this time. Additional evaluation meetings will be held as deemed necessary by the Superintendent, or designee.

SECTION XXII - SALARIES

A. Administrators' salaries will be adjusted as specified below for the duration of this agreement.

Administrative Title	2005-06 Salary Minimum	2006-07 Salary Minimum	2007-08 Salary Minimum
Director-Instructional	69,500	72,000	74,500
Secondary Principal	69,500	72,000	74,500
Middle School Principal	69,500	72,000	74,500
Elementary Principal	69,500	72,000	74,500
Assistant Secondary Principal	65,500	68,000	70,500
Assistant Middle School Principal	65,500	68,000	70,500
Assistant Elementary Principal	65,500	68,000	70,500
Coordinators	62,500	65,000	67,500
Director-Buildings & Grounds	52,900	55,400	57,900
Director-School Lunch	52,900	55,400	57,900
Director-Transportation	52,900	55,400	57,900

B. Salaries for administrators covered by this agreement shall be increased as follows:

Each returning administrator shall receive a salary increase of 4% of his/her previous year's base salary in 2005-06.

Each returning administrator shall receive a salary increase of 4% of his/her previous year's base salary in 2006-07.

Each returning administrator shall receive a salary increase of 4% of his/her previous year's base salary in 2007-08.

C. Summer School Principal Stipends

In any year that the District offers a summer school principal opportunity, the stipend shall be \$2,000 for elementary summer school, and \$1,500 for secondary summer school.

D. Longevity Administrators will be eligible for longevity increments on the anniversary date of their hire into the Fairport Administrators Association. The longevity increments will be awarded after the completion of the following years of service with the District:

- 5 years - \$1,200
- 8 years - \$1,000
- 10 years - \$1,000
- 12 years - \$1,000
- 18 years - \$1,000

These increments will be added to the base salary.

Adjustments in the anniversary date will be made for any portion of unpaid leaves of absence.

SECTION XXIII - CONSULTATION

It is mutually agreed between the parties that the goal of the District is to provide the best possible education to the students of the District.

Toward that end, regular meetings shall be scheduled by the Superintendent with the Association representatives no less than two times per year, and more frequently at the request of either party. The purpose of these meetings is to provide informal exchange of ideas, offer feedback to the Superintendent and avoid grievance.

SECTION XXIV - PROFESSIONAL DEVELOPMENT FUND

An annual professional development fund of \$15,000 shall be maintained, and the fund will be jointly administered by the FAA and the Superintendent of Schools, or designee. This fund is in addition to what the Board of Education may have, or will budget, for District professional development.

SECTION XXV - STATUTORY NOTICE

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 therefore, shall not become effective until the appropriate legislative body has given approval.

SECTION XXVI - SAVINGS CLAUSE

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind to either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

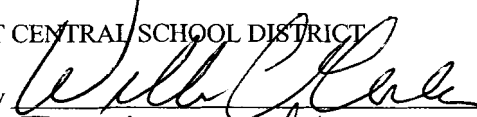
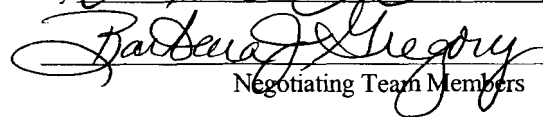
SECTION XXVII - DURATION

The provisions of each section of agreement shall become effective on July 1, 2005 except as otherwise specifically provided, and shall continue in full force and effect until June 30, 2008.

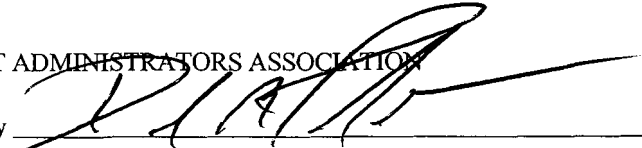
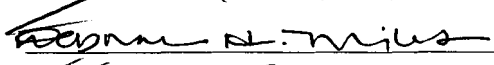
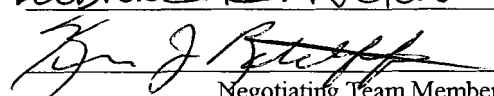
SECTION XXVIII - APPROVAL BY THE NEGOTIATING TEAM

The spokesperson for the District's negotiating team and the spokesperson for the Association's negotiating team have read the provisions of each section of this agreement and approve the same.

DATED: June 15, 2005 FAIRPORT CENTRAL SCHOOL DISTRICT

By 

Negotiating Team Members

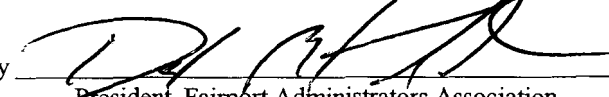
DATED: June 15, 2005 FAIRPORT ADMINISTRATORS ASSOCIATION

By 


Negotiating Team Members

In witness whereof, the parties hereto have set their hands and seals this June 15, 2005.

FAIRPORT CENTRAL SCHOOL DISTRICT

By 
Superintendent of Schools

By 
President, Fairport Administrators Association

APPENDIX A

EVALUATION PROCESS

- A. Evaluations will be the responsibility of the immediate supervisor as listed below.
1. Principals will be evaluated by the Superintendent of Schools, or designee.
 2. The Director of Physical Education & Athletics will be evaluated by the Superintendent of Schools, or designee.
 3. The Director of Pupil Services will be evaluated by the Superintendent of Schools, or designee.
 4. Assistant Principals will be evaluated by the respective building Principals.
 5. Classified Directors will be evaluated by the Assistant Superintendent for Business or Business Manager, or designee.
 6. The Directors of Elementary and Secondary Education, and other instructional directors, will be evaluated by the Superintendent of Schools, or designee.
 7. The Director of Special Education will be evaluated by the Director of Pupil Services.
- B. The procedure for the evaluation process shall be as follows:
1. The immediate supervisor gathers materials, data and input pertinent to the evaluation of the administrator.
 2. The immediate supervisor writes a tentative evaluation.
 3. The immediate supervisor may meet with the Superintendent of Schools, or designee, to discuss and finalize the evaluation of those administrators he/she supervises.
 4. The immediate supervisor finalizes the evaluation.
 5. A copy of the final evaluation is sent to the member by the immediate supervisor one week prior to the scheduled evaluation conference.
 6. Evaluation conference is held with the member and immediate supervisor to discuss final evaluation.
 7. The final evaluation is signed by administrator and immediate supervisor at the conclusion of the evaluation conference.
 8. If the administrator does not agree with the final evaluation, he/she may appeal the determination using the appeal process outlined below:
 - a) Administrators evaluated by the Superintendent of Schools may appeal the determination to the Board of Education.
 - b) Administrators evaluated by personnel other than the Superintendent of Schools may appeal the determination to the Superintendent of Schools.
 - c) The Board of Education will determine the scope and method of appeals brought before it.

- d) The Superintendent of Schools will determine the scope and method of appeals brought before him/her.

9. Various forms of assistance to improve performance will be made available to administrators including but not limited to the following:

- a) Coaching/counseling/mentoring
- b) Attendance at District-wide meetings, programs, conferences
- c) Inclusion in mailings, notices
- d) Participation in community-related activities
- e) Encouragement of self-study and off hours formal education
- f) Broadening of social/professional contracts
- g) Visits to other schools/districts
- h) Opportunities to increase potential:
 - 1. Broadening on-the-job responsibilities
 - 2. Creating new or temporary assignments involving planning, coordination and staff assistance
 - 3. Supporting membership in professional, civic, or charitable organizations
 - 4. Release for temporary assignments in governmental, charitable institutions
 - 5. Offering tuition assistance for completion of courses or conferences of mutual advantage to the individual and the District