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Contract Database Metadata Elements

Title: **Liberty Central School District and Liberty Administrators Association (2006)**

Employer Name: **Liberty Central School District**

Union: **Liberty Administrators Association**

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Agreement between
THE LIBERTY ADMINISTRATORS' ASSOCIATION
and
THE LIBERTY CENTRAL SCHOOL DISTRICT

July 1, 2006 – June 30, 2009

ARTICLE I - RECOGNITION

The Liberty Central School District recognizes the Liberty Administrators' Association as the exclusive bargaining agent for all active certified administrative personnel with the exception of the Superintendent, the Assistant Superintendent, and other Central Administrators.

ARTICLE II - GENERAL PROVISIONS

- A. This Agreement shall establish a full and complete pledge between both parties and only through mutual consent of the parties in writing may any aspect of this Agreement be changed.
- B. Any type of an arrangement or agreement between the District and any new administrative employee shall be executed and related to the terms of this Agreement and shall be consistent with its terms and conditions. Consistency with respect to salaries shall take into consideration prior experience, training, and qualifications of the individual candidates.
- C. Sufficient copies of this Agreement shall be reproduced by the District and shall be distributed to all members of both parties within thirty days after the agreement has been ratified.
- D. Articles that refer to the Liberty Faculty Association (LFA) contract shall also apply to any successor organization that may represent the teachers of the Liberty Central School District or any successor to the Liberty Central School District.

ARTICLE III - WORKYEAR

- A. The administrators covered by this contract shall be employed on an eleven-month basis.
- B. All members shall be entitled to all holidays and vacations days as stipulated in the approved calendar by the Board of Education for the year, plus the Independence Day Holiday. If the holiday occurs on a weekend, the contiguous weekday will be taken as the holiday.
- C. With the request of a unit member and with the approval of the Superintendent, any days worked in excess of the those stipulated above shall be paid for at the rate of 1/220th of the member's annual salary.

ARTICLE IV – LEAVES

- A. Sick Leave
 - 1. Administrators shall be allowed seventeen (17) sick leave days per year with unlimited accumulation.
 - 2. Sick Leave shall be granted for personal illness, health examinations, and illness in the immediate family or immediate household.
 - 3. After completion of three years of service as an administrator at the Liberty Central School District, an administrator will be eligible for a sick day payout as follows:
 - \$100 a day for up to 100 sick days accumulated
 - \$125 a day between 101 and 150 sick days accumulated
 - \$150 a day for sick days accumulated past 151
 - Sick day cap will be set at 220 days for all administrators
 - 4. By September 15th of each year, each member will be furnished with a report of sick days accumulated.
 - 5. All members shall have 22 vacation days. Rollover of vacation days are as follows:
 - 2006-07 payment for up to six vacation days, and rollover five days
 - 2007-08 payment for up to seven vacation days, and rollover five days
 - 2008-09 payment for up to eight vacation days, and rollover five days
 - 6. The Administrative Sick Leave Bank presently in effect with the LFA will continue.

B. Personal Leave

Administrators shall be allowed two (2) days of personal leave per year. Unused personal days shall be added to accumulated sick leave at the end of the year. Personal leave shall be granted to administrators for the purpose of handling those affairs that cannot be transacted in non-school hours.

C. Bereavement Leave

The District shall grant five (5) days leave for death in the immediate family or immediate household. Additional days may be granted upon the discretion of the Superintendent.

D. Caregiver Leave

1. With the approval of the Superintendent, a leave of absence may be used by any administrator in order to permit the administrator to care for his/her child or family member.

2. Such leave shall be without pay and shall not initially exceed one (1) year's duration. Upon request, the District shall extend the leave for an additional year.

3. Time on leave shall not be credited for seniority. Upon return to the District, an administrator will be returned to the same position that was held before the leave.

E. Emergency Leave

An administrator may be granted an emergency leave with or without pay upon the recommendation of the Superintendent.

F. Jury Duty

Paid leave shall be granted for involuntary and unexcused jury duty on County, State or Federal juries. If payment to the staff member is rendered for said jury duty, a check less mileage allowance, shall promptly be delivered to the District.

G. Visitation

In order to allow administrators an opportunity to acquaint themselves with outstanding examples of educational projects or facilities, upon the recommendation and approval of the Superintendent, two visiting days per school year for educational purposes may be granted to any administrator. Prior approval of such leave is necessary and is granted for the sole purpose intended. Transportation, if any, and reasonable meal expenses shall be borne by the District.

ARTICLE V – BENEFITS

- A. Health Insurance – Members will be eligible for the same health insurance plan provided to the Liberty Faculty Association. Members will pay 10% of the family or individual health insurance program cost. An administrator who is otherwise health insured may opt out of the district’s health insurance program and receive reimbursement at the same level afforded in the current LFA contract and shall also reflect any increases therein.
- B. Dental Insurance - The district shall provide the same dental insurance plan available to the LFA staff for each administrator and dependents.
- C. Tax-sheltered Annuity – Administrator’s will be eligible to participate in a tax-shelter annuity program from the approved district list.
- D. Enrollment of Administrator's Children -Administrators shall be entitled to enroll their children in the schools of the district at no cost to the administrator.

ARTICLE VI – ADMINISTRATOR’S RIGHTS

- A. No material derogatory to an administrator's conduct, service, character or personality shall be placed in his/her personnel file or communicated to a third party unless the administrator has had an opportunity to review the material. The administrator will receive a copy of said material and will acknowledge that he/she has seen it by signing the copy to be filed with the understanding that the signature does not necessarily indicate agreement.
- B. Administrators shall have the right to submit a written answer to such material within twenty (20) school days and, if submitted, it shall-be attached to the file copy and entered with the material and initialed by the central administrator.
- C. Administrators shall have the right to review the contents of their personnel file and to make copies of any documents contained in it with the exception of those items waived by the administrator or prohibited by law.

ARTICLE VII - GRIEVANCE PROCEDURE

The purpose of this procedure shall be to ensure for the administrator an appropriate avenue through which to find equitable solutions to problems, which arise from time to time between the administrator and the district. It is understood that all parties agree that the proceedings will be kept informal and as confidential as may be appropriate to any level of the procedure.

A grievance is a claim by any person or group of persons of the Association based upon any contractual condition affecting the terms and conditions of their employment.

1. Stage I - An administrator having a grievance will submit it in writing to the Superintendent, either directly by an administrator or through a representative. The Superintendent shall respond in writing within ten (10) school days.
2. Stage II - If the matter is not resolved, the grievant or his representative will file an appeal in writing with the Board of Education within ten (10) school days. The Board of Education will respond in writing within twenty (20) school days.
3. Stage III - If the matter is still not resolved, it may be submitted by the Association to binding arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association or through the Federal Mediation and Conciliation Service.
4. The representative parties shall share the cost of the arbitrator equally.
5. The Superintendent shall be responsible for maintaining the official grievance record of each grievance. This shall be available for inspection and copying by the Association but shall not be deemed a public record.

ARTICLE VIII – EVALUATION

The District and the LAA shall establish through negotiations an evaluation process to be mutually agreed upon. The evaluation process shall be in place no later than July 1, 2003 and shall replace this paragraph.

ARTICLE IX - SALARIES

A. The Association will work with the Board of Education in creating or eliminating any unit position and has the right to negotiate the impact of any restructuring on unit members. The Association shall be notified prior to the finalization of employment and salary for all administrative vacancies.

B. Severance Pay - Each full-time administrator employed in the district for three or more years shall receive four (4) weeks severance pay upon leaving the district.

C. Salary increases are as follows:

- 1. 2006-07 4%
- 2. 2007-08 4.25%
- 3. 2008-09 4.5%

Longevity payment is as follows:

- 1. 8 years of Administrative service at LCS - \$1,500
- 2. 13 years of Administrative service at LCS - \$3,000
- 3. 18 years of Administrative service at LCS - \$5,000 (total not to exceed \$5,000)

Longevity pay will be added to the base salary, and be distributed among 26 pays.

President, Board of Education

Date

Superintendent of Schools

Date

President, LAA

Date

Vice President, LAA

Date

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