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**Contract Database Metadata Elements**

Title: **Churchville-Chili Central School District and Churchville-Chili Certificated Administrators Group (2004) (MOA)**

Employer Name: **Churchville-Chili Central School District**

Union: **Churchville-Chili Certificated Administrators Group**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

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AD  
9303

**AGREEMENT**

**BETWEEN**

**CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT**

**AND**

**CERTIFICATED ADMINISTRATORS' GROUP**

7/1 6/30  
2004-2007

**RECEIVED**

APR 2 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



**CERTIFICATED ADMINISTRATORS' GROUP  
PERSONNEL POLICY AND BENEFITS**

**I. RECOGNITION:**

A. The Churchville-Chili Certificated Administrators' Group will include New York State Education Department-Certificated professional administrators in the following titles: Directors, Assistant Principals, Associate Principals and Principals. The unit will not include positions that include "Superintendent" in the title. Also excluded are PERB-designated "managerial and confidential" titles.

B. Dues Deduction

The District agrees to deduct monies from the salary of employees who have authorized the payment of dues to the Churchville-Chili Certificated Administrative Group and its affiliates and to transmit such money thus deducted promptly to the Association.

The District shall deduct from the salary of employees in the Bargaining Unit who are not members of the Churchville-Chili Certificated Administrators Group an amount equivalent to the dues levied by the Association and transmit the same so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

**II. NEGOTIATIONS PROCEDURE:**

Either party may request to open negotiations, but in no case later than January 15 of the year in which the contract expires. Each party shall choose representatives who will be authorized to make tentative agreements regarding terms and conditions of employment.

**III. PERSONNEL POLICIES:**

A. Vacations

1. Twelve-month bargaining unit members will be eligible for 20 days of vacation during each of the first five years of service in the District, and an additional vacation day for each year after completion of five years of service, up to a maximum of 30 days of vacation per year.

A bargaining unit member must notify his/her immediate supervisor or the Director of Human Resources when taking vacation when school is not in session.

A bargaining unit member who wishes to use a vacation day when school is in session must receive prior approval from the Superintendent or, at the Superintendent's election, the Director of Human Resources. To receive approval, prior to the day in question the administrator must complete and submit the request slip to the Superintendent or, at the Superintendent's election, the Director of Human Resources. The bargaining unit member shall provide any additional information requested by the Superintendent or the Director of Human Resources. The Superintendent or the Director of Human Resources will notify the bargaining unit member within forty-eight (48) hours of his/her receipt of the request slip of approval or disapproval of the requested day.

2. Effective July 1, 2004, bargaining unit members who have not taken all of their vacation prior to June 30 of the preceding school year may (a) request that the District buy back up to five (5) such days at the rate of 1/260 of current salary and/or (b) accumulate up to ten (10) days per year to a maximum of thirty (30) days.
3. Upon retirement from the District, a bargaining unit member will be paid for up to thirty (30) unused vacation days from prior school years at the rate of 1/260 of the bargaining unit member's current salary.
4. Upon termination of employment (including retirement), a bargaining unit member shall be paid at the rate of 1/260 of his current salary for any unused vacation days earned that year (with the days earned for that year pro-rated if necessary), up to a maximum of fifteen (15) days. If the termination of employment is on a date other than June 30, and if the employee has used more days than he has earned, the amount of paid vacation in excess of earned vacation shall be deducted from the employee's final paycheck.

**B. Holidays**

Members will be granted twelve (12) holidays according to the administration holiday schedule plus two (2) floating holidays to be used when school is not in session.

New Year's Day	Good Friday
Presidents' Day	Memorial Day
Martin Luther King Day	Labor Day
Independence Day*	Veteran's Day
Columbus Day	Christmas Day
Thanksgiving Day (2 days)	

\*does not apply to eleven month members

C. Inclement Weather School Closings

In the event of the closing of schools due to inclement weather conditions, at their discretion, members need not report to work unless requested to do so by the Superintendent of Schools.

D. Sick Leave

1. The District shall allow each member ten (10) days of sick leave per year without loss of salary. After three (3) years of service, this annual amount shall be twenty (20) days per year.
2. Sick leave may accumulate to 200 days. Members who move into the administrators' group from other assignments in the District will bring with them their accumulated sick days. Members who move into the administrators' group from outside the District will have their previous experience evaluated by the District to determine sick days.

E. Bereavement Leave

Members may be granted up to four (4) days per year without loss of pay in the event of a death in the immediate family or of someone with whom a close personal relationship existed at the time of death.

F. Child Rearing Leave

A member may apply for and will receive an unpaid leave of up to one (1) year to rear an infant child. At the end of the leave, the member must work an additional one (1) year before being considered for another child-rearing leave.

G. Paternity Leave

A member shall be granted up to two (2) days paternity leave at the time of the birth of a child.

H. Adoption Leave

A member adopting a child is entitled to up to five (5) days of leave with pay for the purpose of completing adoption legal requirements.

I. Personal Leave

1. A bargaining unit member is allowed up to five (5) personal leave days with pay per year. Personal leave days cannot be used for recreational purposes or to extend a vacation or holiday. These leave days must be approved in advance by the Superintendent or, at the Superintendent's election, the Director of Human Resources. To receive approval, prior to the day in question the administrator

must complete and submit the request slip to the Superintendent or, at the Superintendent's election, the Director of Human Resources. The Superintendent or Director of Human Resources will notify the bargaining unit member within twenty-four (24) hours of his/her receipt of the request slip of approval or disapproval of the requested day. If an emergency need for a personal day prevents a bargaining unit member from following the procedure for advance approval, the administrator must notify the Superintendent or the Director of Human Resources as soon as possible of the emergency and the time the administrator will be able to report to work.

2. Effective July 1, 2004, bargaining unit members not using all of their personal leave days prior to June 30 of each school year may add the unused days to the employee's accumulated sick leave, up to the stated maximum in D, above.

J. Absence Without Compensation:

Absence without pay may be granted by the Superintendent of Schools on the sole discretion of the Superintendent. These leaves are considered on a case by case basis and will not establish a precedent or practice.

K. Professional Leave

Upon request to and approval by the Superintendent of Schools, a member may receive up to one year at half pay, or one-half year at full pay for the purpose of advancing the member's professional competence. At the time of the granting of the professional leave, the member must agree in writing to remain employed by the District for a period of no less than two (2) years, or be obligated to pay back to the District the cost of the leave including fringe benefits and the cost of a replacement if necessary. Professional leaves will be considered only after a member has been continuously employed by the District for five (5) years, and will be considered no more frequently than every seven (7) years thereafter.

L. Conference Attendance

All members will be entitled to attend at least one major conference (i.e. a state or national conference of a professional organization or the equivalent) during each school year.

M. Tuition Reimbursement

Graduate Work

The District shall reimburse members for tuition costs for approved graduate work up to one course per academic semester upon proof of satisfactory completion of the coursework.

### Additional Graduate Work

Effective with the Summer 2002 semester, if a member elects to take more than one approved course per academic semester, the member will be obligated to remain employed by the District for twelve months following completion of the course(s), or the member will be obligated to re-pay the District for that semester's tuition cost. However, for each full month worked, the repayment amount will be reduced by 1/12 (one-twelfth).

#### N. Personal Protection

Members of the Administrative Group will report immediately to their immediate supervisor all cases of bodily harm or assault suffered by them in connection with their employment, such reports to be made as soon as possible after the assault takes place. The original oral report is to be followed within three (3) workdays by a detailed written account of the incident by the group member to the Superintendent of Schools through the group member's immediate supervisor.

The Board shall reimburse the Administrator for an amount equal to the difference between compensation payments and regular salary for a period of up to two (2) years following injury that requires the Administrator to be absent from work. The Board shall make such payment only in the case of an injury resulting from student assault while the Administrator was acting in the discharge of his or her duties within the scope of this or her regular employment. Accumulated sick days shall not be lost as a result of such an absence.

Such payment shall be terminated in the event satisfactory medical proof is not provided at the request of the Board to certify that the Administrator is unable to resume regular duties.

The District shall provide reimbursement for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workmens' Compensation which are damaged, destroyed, or lost as a result of an assault suffered by an Administrator while he or she was acting in the discharge of duties within the scope of regular employment, when the Administrator has not been personally negligent with reference to the incident.

The District shall provide reimbursement for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a member of the Administrative Group while he or she was acting in the discharge of duties within the scope of regular employment, when the Administrator has not been personally negligent with reference to the incident.



**IV. WORK YEAR:**

- A. Twelve-month members shall work Monday through Friday each week of the year, except for vacations, holidays and approved leave periods.
- B. Eleven-month members will work according to the teachers' ten month calendar, including the last week of June and beginning the first of September, plus twenty days between July 1 and August 31 each year.

**V. HEALTH INSURANCE:**

- A. Effective July 1, 2004, the District shall offer employees the choice of the Rochester Area School Health Plan (RASHP) I (Blue Million Plan), or the RASHP II plans (Blue Point 2 Value Plan, Blue Point 2 Select Plan or Blue Point 2 Extended Plan). Instead of any of these plans, the District may offer a substantially comparable form of coverage, which it will designate after consultation with the Association.
- B. For full-time employees, the District will pay the dollar equivalent of ninety-five percent (95%) of the monthly premium cost of RASHP II-Blue Point 2 Select Plan (or substantially comparable replacement plan), or 100% of the monthly premium for the employee's coverage, whichever is less. Employees will pay by payroll deduction any monthly premium expense in excess of the District's contribution.
- C. Dental Insurance – Active Members: The District will pay 85% of this benefit for any member who chooses to participate.
- D. Health Insurance for Retirees:
  - 1. Administrators who have served the District for nine or more years as a New York State Education Department-certificated employee shall be eligible for continuation of health insurance coverage upon retirement. As proof of retirement, the administrator shall provide the District with evidence of receipt of New York State Teachers' Retirement System pension benefits. The administrator must remain retired from the New York State Teachers' Retirement System to remain eligible for this benefit.
  - 2. The administrator shall continue to pay the employee percentage contribution in effect at the time of retirement.
  - 3. After retirement, if an administrator pre-deceases his/her spouse, the spouse shall remain eligible for single coverage as long as the spouse remains unmarried.
  - 4. If a qualifying administrator is eligible for normal service retirement without penalty, but dies before retiring, the surviving spouse shall remain eligible for single coverage as long as that spouse remains unmarried.

5. Administrator/spouse membership shall continue as long as the above qualifications are met, and contributions toward premium payments are received by the District semi-annually in advance.
  6. Administrators, retired administrators and the spouses of each who are eligible to receive Medicare or Medicaid coverage must participate in that coverage. Once they are eligible for Medicare or Medicaid coverage, the District's contribution to premiums shall be limited to the amounts for complementary or gap coverage only.
- E. Employees whose spouses are covered by a medical plan provided by the District or any other employer may elect in writing to accept a Waiver Option Plan as detailed below.
1. Waiver Amounts
 

Individual:	\$ 950
Family:	\$1,900
  2. If pro-ration is required, it will be based on 1/12 for each calendar month in which at least ten (10) days of compensation was not paid.
  3. The waiver amounts will be paid no later than the payroll date immediately following the end of the plan year.

**VI. LIFE INSURANCE AND OTHER BENEFITS:**

- A. Each member will have a sum equal to two percent (2%) of their previous year's annual salary available for non-taxable benefits. This amount must be designated by the employee to be deferred into either the District's Section 125 plan or a District-approved 403(b) plan. The amount deferred to the Section 125 plan may be used for uninsured medical expenses (including the employee's contribution to premiums), group term life insurance with a benefit of up to \$50,000, District-approved disability insurance or child care expenses up to \$5,000.
- B. Bargaining unit members may purchase additional group term life insurance through the District's provider in accordance with the rules and regulations of the provider. Premium payments may be made through payroll deduction upon the unit member's written notice to the District.
- C. Split Dollar Life Insurance
 

Effective July 1, 2001, members hired before September 1, 2001 shall be eligible for a \$50,000 split dollar life insurance policy at no cost to the member. The policy shall remain the property of the member, but the District retains a lien against the death benefit or cash value of the policy in the amount of premiums paid by the District (i.e., if the death benefit is paid or the member elects to cash in the policy at any time, the

District will be paid an amount equal to all of its premium payments before the death benefit or cash value is paid). The District will make premium payments until the policy is paid up.

Members hired September 1, 2001 or after must attain tenure with the District before they are eligible for this benefit.

This benefit replaces the Retirement Incentive benefit which expired June 30, 2001.

**VII. SALARY:**

Effective July 1, 2004, each bargaining unit member will receive an increase of 3.9% on his/her June 30, 2004 base salary. Effective July 1, 2005, each bargaining unit member will receive an increase of 3.7% on his/her June 30, 2005 base salary. Effective July 1, 2006, each bargaining unit member will receive an increase of 3.6% on his/her June 30, 2006 base salary.

**VIII. LONGEVITY STIPEND:**

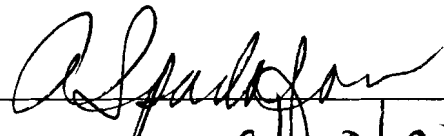
Each member attaining tenure after July 1, 2001 shall receive a non-salary stipend in the amount of \$1,000. Effective July 1, 2001 at the completion of seven years of service with the District as a full-time administrator, each member shall receive a \$3,000 non-salary stipend.

**IX. LENGTH OF AGREEMENT:**

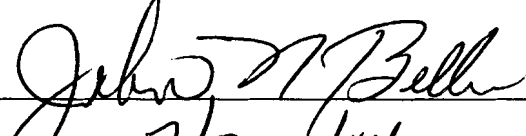
This Agreement shall be in effect from July 1, 2004 through June 30, 2007.

The period from January 1, 2004 through June 30, 2004 shall be governed by the terms of the 2001-2003 Agreement, except that effective January 1, 2004, each employee shall receive an increase of 1.95% on their December 31, 2003 base salary, and one-half of the entitlement he/she would otherwise have received on that date for vacation, sick leave and personal leave.

**For the District:**

  
Date: 7/20/04

**For the Certificated Administrators:**

  
Date: 7/20/04

**SIDE LETTER**

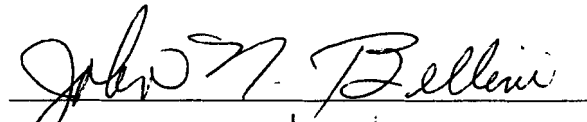
Notwithstanding the terms of the Agreement between the District and the C-CCAG, the administrators listed below, (a) upon termination of their employment with the District other than pursuant to a 3020-a proceeding, a settlement of such a proceeding or retirement, shall be compensated at 1/260 of their salary for up to twenty-five (25) accumulated vacation days from prior school years, or (b) upon termination of their employment due to retirement, shall be compensated at the same rate for up to forty-five (45) such days. The employees listed below shall also be eligible for payment at the same rate for unused vacation days from their final year of employment. Vacation days received during last year of employment will not be pro-rated. The employees listed below shall not be eligible for payment for unused vacation days pursuant to Article II, A, 2, 3 or 4 of the Agreement.

- Neil Barton
- John Bellini
- Paul Benz
- Elaine Damelio
- Jeff DeLany
- Richard Dunham
- Donald Duthe
- Scott Ertel
- Karen Jensen
- Deborah Krzeminski
- Sarah Stoll
- Dan Teplesky

FOR THE DISTRICT

FOR THE C-CCAG



  
Dated: 11/24/04

Dated: \_\_\_\_\_

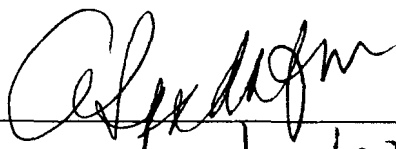
Dated: 11/24/04

**SIDE LETTER**

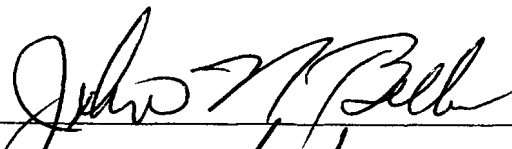
Effective July 1, 2004, Lawrence Vito shall be appointed to the vacant position of Assistant Principal at the High School. The effective date of his probationary period shall be July 22, 2003 and the termination date of his probationary period shall be July 22, 2006. C-CCAG waives all provisions of its Agreement with the District that would call for any additional or different steps to be followed in filling this position, as well as all claims of its members to appointment to that position.

Effective July 1, 2004, the position of intern at the elementary and secondary level will be eliminated.

FOR THE DISTRICT

  
Dated: 7/20/04

FOR THE C-CCAG


  
Dated: 7/20/04

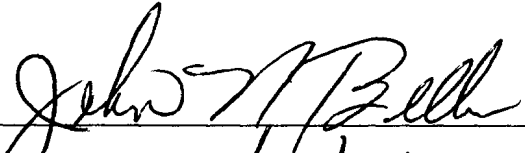
**MEMORANDUM OF AGREEMENT**

The Churchville-Chili Central School District and the Churchville-Chili Certificated Administrators' Group enter into this Memorandum of Agreement to document that, in consideration of the agreements reached in the negotiations for a successor to the 1999-2003 Agreement, the Association has withdrawn all claims of any kind, including any improper practice charges and/or grievances under the Agreement, with respect to the use of administrative interns during the 2003-04 and 2004-05 school years, and concerning procedures on the use of vacation, and the Association agrees not to file any claim or challenge of any kind with respect to those matters.

FOR THE DISTRICT

FOR THE C-CCAG

  
\_\_\_\_\_  
Dated: 7/20/04

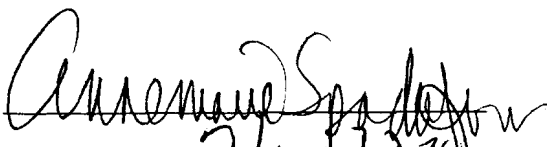
  
\_\_\_\_\_  
Dated: 7/20/04

## MEMORANDUM OF AGREEMENT

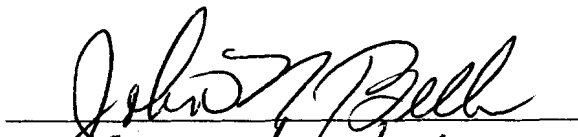
The Churchville-Chili Central School District and the Churchville-Chili Certificated Administrators' Group agree that Assistant Principal Jeff DeLany shall receive an increase of \$2,730 in his annual salary, effective as of January 1, 2004.

The parties agree that the terms of this Memorandum of Agreement are entered into solely to address the particular circumstances of Mr. DeLany. Therefore, this Memorandum of Agreement shall not constitute, and shall not be deemed to constitute, a practice or precedent with respect to any other persons, and it shall not be cited or referred to in connection with any future situation.

FOR THE DISTRICT

  
Dated: 7/20/04

FOR THE C-CCAG

  
Dated: 7/20/04