



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Alden Central School District Superintendent of Schools and Alden Central School District Administrators Association (2007)**

Employer Name: **Alden Central School District Superintendent of Schools**

Union: **Alden Central School District Administrators Association**

Local:

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

Expiration Date: **06/30/11**

PERB ID Number: **4452**

Unit Size: **7**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

ADi 14452

Copy
ORIGINAL

Alden Central School District

13190 Park Street
Alden, NY 14004

**Collective Bargaining Agreement Between the
Alden Central School Administrators Association
and the Superintendent of Schools**

(July 1, 2007 – June 30, 2011)

RECEIVED

FEB 06 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1: PREAMBLE AND PURPOSE	1
ARTICLE 2: RECOGNITION	1
ARTICLE 3: GRIEVANCE PROCEDURE.....	1
ARTICLE 4: RIGHTS OF PARTIES	3
ARTICLE 5: DUES DEDUCTION	5
ARTICLE 6: TRAVEL EXPENSES	6
ARTICLE 7: PROTECTION OF ADMINISTRATORS	6
ARTICLE 8: VACANCIES	7
ARTICLE 9: SUBCONTRACTING	7
ARTICLE 10: WORK YEAR & LEAVE	7
ARTICLE 11: SALARY	12
ARTICLE 12: FRINGE BENEFITS	13
ARTICLE 13: MISCELLANEOUS	16
SCHEDULE "A"	19

ARTICLE 1. PREAMBLE AND PURPOSE

- 1.0 **Preamble:** This Agreement is made by and between Alden Central School District Administrators' Association (hereinafter referred to as the "Association") and the Superintendent of Schools of the Alden Central School District (hereinafter referred to as the "District").
- 1.1 **Purpose:** It is the intent and purpose of the parties hereto that this Agreement covering salary schedules, hours of work and conditions of employment will establish a basis for continued cooperation, harmony and good will between the District and the Association and will enhance the quality of education for the children in the District. The successful conduct of the educational process can be assured only through the cooperation of the parties hereto.

ARTICLE 2. RECOGNITION

- 2.0 The District hereby recognizes the Association as the sole and exclusive negotiating representative with respect to terms and conditions of employment for all personnel covered by this Agreement.
- 2.1 The professional positions incorporated in this recognition are: Elementary School Principals, Middle School Principals, High School Principals, Assistant Principals, Erie County Correctional Facility Director, and any other Administrative position created during the term of this Agreement.

ARTICLE 3. GRIEVANCE PROCEDURE

- 3.0 **Grievance Definition**
A grievance is a claim by an Administrator that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- 3.1 **Miscellaneous**
- 3.1.1 All grievances shall include the name and position of the aggrieved party, the provisions involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said event or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party. Except for informal grievance answers at Step 1, all grievance answers shall be in writing

at each step of the grievance procedure and shall state the reasons therefore. Each grievance shall be promptly transmitted to the Administrator and the Association.

- 3.1.2 If the grievance affects a group of Administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Step 2.
- 3.1.3 The preparation and processing of grievances, if necessary, may be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.1.4 The parties to this Agreement agree to facilitate any investigation which may be required and to make available any and all material, relevant documents, communications and records concerning the grievance.
- 3.1.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the Administration against the aggrieved party, any part in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person, by reason of such grievance or participation therein.

3.2 Time Limits

- 3.2.1 All grievances will be processed as rapidly as possible and every effort will be made by all parties to expedite the process. Time limits specified for either party may be extended only by mutual agreement.
- 3.2.2 No written grievance will be entertained and such grievance will be deemed waived unless a written grievance is presented at the first available step within forty (40) calendar days after the Administrator knew or should have known of the act or condition on which the grievance is based.

3.3 Step 1 - Superintendent

- 3.3.1 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent. Within four (4) calendar days after the written grievance is presented to him/her, the Superintendent, without any further consultation with the aggrieved party or any party in interest, shall state his/her written answer thereon and present it to the Administrator, his representative and the Association.

3.4 Step 2 - Board of Education

- 3.4.1 A written notice of appeal from the Step 2 answer may be filed with the Board of Education within seven (7) calendar days after receipt of the response, or within seven (7) calendar days after the Superintendent was required to respond.

3.4.2 After the receipt of the notice of appeal, the Board of Education, or a committee thereof, shall hold a hearing with the Administrator, the Grievance Committee or its representative, and all other parties in interest, at the beginning of the next regularly scheduled Board meeting. The notice of appeal must be filed at least five (5) calendar days prior to such meeting or the appeal shall be held over to the next Board meeting. Within seven (7) calendar days after the conclusion of the hearing, the Board shall provide its written grievance answer to the Administrator, the Grievance Committee or its representative.

3.5 **Step 3 - Arbitration**

3.5.1 If the grievance is not satisfactorily settled at Step 2, the Association may invoke arbitration by filing with the Superintendent of Schools and either the American Arbitration Association or the Public Employment Relations Board a written notice of such intent no later than fourteen (14) calendar days after the Step 2 answer. Nothing herein shall permit the filing of such notice with more than one arbitration forum. The parties will be bound by the rules and regulations of the appropriate arbitration forum in the choice of an arbitrator.

3.5.2 The arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The decision shall be final and binding on all parties. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

3.5.3 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 violative of this Agreement.

3.5.4 The costs of the arbitrator's services, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE 4. RIGHTS OF PARTIES

4.0 **Principles Guiding Relationship with the Board of Education:** The Superintendent and the Association agree to meet through designated representatives and in good faith and effort to reach agreement including, but not limited to, salaries, health benefits, period of employment, leaves of absence, grievance procedures, and other matters as may be mutually agreed upon. These meetings will commence any time after January 1st of the year of the expiration of the Agreement.

- 4.1 **Availability of Information:** The District shall make available to the Association any available District information, statistics and records which are relevant to negotiations or necessary for the proper administration or enforcement of this Agreement. Any such documents made available to the public upon request will also be made available to the Association upon request.
- 4.2 **Board Agenda & Minutes:** The Board of Education will furnish a copy of the agenda to the President of the Association at least one (1) full day in advance of each Board meeting. The Board will furnish the President of the Association with a copy of the minutes within seven (7) days of the meeting at which time the minutes are approved.
- 4.3 **Copies of Agreement:** Final copies of the current Agreement shall be made available in sufficient numbers so that each member of the Association will have a copy at no cost to himself. These copies will be made available within forty-five (45) days of signing by the Superintendent of Schools.
- 4.4 **Administrators Personnel File:** Each Administrator shall have a proprietary right in his/her personnel file as follows:
- 4.4.1 The right, upon request at least twenty-four (24) hours prior to the review, to review contents of the file exclusive of confidential references.
- 4.4.2 The right to have a representative of the Association present during such review.
- 4.4.3 The right to have reproduced for his/her own use any document contained in the file other than a confidential reference at a cost to the member as determined by the Freedom of Information Law.
- 4.4.4 The right to submit rebuttal material at anytime for inclusion in the file.
- 4.4.5 The right to sign, for purposes of acknowledgment of presence in the file, any document contained therein.
- 4.4.6 The right to be advised of any material to be included in the file in order to be afforded the rights set forth above.
- 4.4.7 The review shall be in the presence of the Chief Executive Officer of the District or his/her designee.
- 4.4.8 The Superintendent shall seek input from the Association on any reassignment of responsibilities as well as changes effecting buildings or programs.

ARTICLE 5. DUES DEDUCTION

- 5.0 **Dues Deduction**: The District will deduct from the salary of all bargaining unit members who so authorize individual and voluntary, in writing, the dues and fees of the Association, SAANYS and other Association approved employee organizations, and will transmit these monies to the Association in one check and the Association will be responsible to distribute monies to the proper group. The Association, alone, shall be responsible for the proper disbursement to the organizations designated by the authorization. The deduction authorization shall be supplied by the District to the Association by the opening day of school in September in the form adopted by the Association and the District.
- 5.1 All regular Administrators, who are members of the bargaining unit, but who are not members of the union, shall pay to the union in the same manner as provided for in Section 5.2, a service charge as a contribution towards the cost of administration of this Agreement and the representation of such employees. The amounts of such service charges shall be equivalent to the amounts required to be paid as dues by those employees who become members of the union. The District shall, in accordance with the provisions of this Article, deduct such amounts from the non-member's salary and transmit the amount so deducted to the Association. The Association, alone, shall be responsible for the proper use and disbursement of these funds.
- 5.2 Such deductions may be made only when the Association has established and maintained a procedure providing for the refund to any non-union member demanding the return of any part of an agency shop fee deduction which represents the non-union member's prorata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment.
- 5.3 No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the Superintendent of Schools by the financial officers of the employee organizations designated in the authorization.
- 5.4 The Association will present signed authorizations to the Superintendent of Schools on or about November 15. Thereupon, the deductions shall be made in twelve (12) equal installments beginning with the first pay received after January 1, or such later date as may be adopted by the Association and the Superintendent of Schools. The District will transmit to the Association the dues deducted in each payroll period within ten (10) school days after the close thereof.
- 5.5 An authorization on file with the District shall be honored until and unless it has been revoked or amended by written notice to both the Association and the Superintendent of Schools who shall forthwith notify the Association.

5.6 The District will reimburse each administrator up to the following amounts in the appropriate contract year for professional organization dues in which the administrator is a member:

2007-2008	\$605
2008-2009	\$605
2009-2010	\$620
2010-2011	\$620

ARTICLE 6. TRAVEL EXPENSES

- 6.0 Attendance at conferences approved by the Superintendent and/or his/her designee by the District Administrators covered by this Agreement shall be reimbursed for approved expenses.
- 6.1 Association members shall receive full reimbursements for travel to approved local conferences outside the District and for approved trips to the Board of Cooperative Educational Services at the current mileage costs allowance.
- 6.2 Association members who are required to use their personal car for District business shall receive current mileage costs and allowances per mile for mileage expense.

ARTICLE 7. PROTECTION AND ADMINISTRATORS

- 7.0 **Assistance in Assault Cases:** The District shall provide for each member of the Administrator's staff legal assistance as mandated by Section 3023 and Section 3028 of the Education Law of the State of New York.
- 7.1 **Compensation For Lost Time and Destruction of Personal Property:** If an Administrator suffers loss or destruction of a prosthetic device such as eyeglasses, dentures or has his clothing damaged while acting in the line of duty, the Board will assume the responsibility of the cost of replacement or repair of such items provided such loss or damage is not due to the Administrator's negligence or otherwise covered by Worker's Compensation.

ARTICLE 8. VACANCIES

- 8.0 Should an Administrator be ill in excess of sixty (60) working days, a substitute shall be appointed by the Board of Education.
- 8.1 If a vacancy exists within the bargaining unit because of death, resignation or retirement, the Board has sixty (60) working days to make a decision regarding the filling of said vacancy.
- 8.1.1 The Board has the right to determine if the position will be ten (10), eleven (11) or twelve (12) month duration.

ARTICLE 9. SUBCONTRACTING

- 9.0 During the term of this Agreement, duties presently, historically and traditionally performed by Administrators shall not be performed by any agency or individual outside this bargaining unit without express written consent of the Association. The foregoing shall not apply to arrangements in contracts entered into with the Board of Cooperative Educational Services.

ARTICLE 10. WORK YEAR & LEAVE

- 10.0 **Length of Year:** Twelve (12) month administrators shall work on a twelve (12) month basis (July-June) and be expected to be at work whenever the School District is officially open and when requested by the Superintendent during emergency days. Absences will be granted as per negotiated agreement.

Eleven (11) month administrators shall work the teacher calendar plus twenty (20) days during July and August. Dates to be determined by the Superintendent of Schools.

Ten (10) month administrators shall work the teacher calendar.

- 10.1 **Holidays:** The Administrators shall receive seventeen (17) paid holidays per year. Such holidays will be designated by the Superintendent of Schools within seven (7) days of adoption of the school calendar by the Board of Education. Each administrator may elect to work on any of the seventeen (17) paid holidays with prior approval of the Superintendent. If the administrator works on a paid holiday, the administrator will receive an additional vacation day for each day worked. This article pertains specifically to Twelve (12) month administrators only.

10.2 **Sick Leave**

10.2.1 Annual sick leave of fifteen (15) days per year shall be granted for personal illness for twelve (12) month employees. Ten (10) month administrators shall be granted twelve (12) sick days and eleven (11) month employees shall be granted thirteen (13) days per year. They will be credited on September 1st of each year for the ten (10) month employee. Eleven (11) and twelve (12) month administrators days shall be credited in July of each year. Sick days shall be cumulative to two hundred forty (240) days.

10.2.1.1 An employee shall not lose any of the annual days entitlement and any such time in excess of two hundred forty (240) days will be used to replenish accumulative allotment as same is used during the year until such time as the full fifteen (15) days have been used. If the full fifteen (15) days have not been used by the end of the year, any time which is not used will be placed in the extended illness bank until such time as said bank reaches its maximum limit. An employee shall not lose any of the annual days entitlement and any such time in excess of two hundred forty (240) days will be placed in the Association's extended sick leave bank.

10.2.2 Employees will furnish a physician's statement of illness after the fifth (5th) consecutive day of absence upon request by the Superintendent. Unused sick days will accumulate from year to year for all employees up to the maximum stated above. Employee is eligible to be paid for unused sick leave from the current year (maximum of 10 days), at a rate of 100% of the administrator's daily pay rate (1/243rd) at the end of the school year. The administrator shall notify the District of the intent to convert unused sick leave days 30 days (before June 1) prior to the end of the school year. Compensation for these days will be made no later than the 15th of July of the same year.

10.2.2.1 In the administration of the sick bank, the Association (Representative or Alternate Representative as selected by the Association) and District (Superintendent or Designee) will follow the following guidelines:

- a. The bank shall be open to all Association members on equal access basis without regard to membership in the Association. Regular attendance at school and a commitment to responsibilities is anticipated.
- b. There shall be complete written records of all actions and transactions of the bank. Such records shall be made available to the Association and District.
- c. All sick leave shall be utilized prior to the use of time from the sick leave bank.

- d. Each applicant shall have a physician's documentation of disability or illness. All applications shall be in writing with a full explanation for consideration by the District and Association.
 - e. The District may request documentation from the individual's treating physician(s) at any time. The Administrator shall provide the District with appropriate authorizations to obtain such information. Such information shall otherwise be kept confidential.
 - f. All leaves shall be for a single condition.
 - g. Sick bank days shall not be used for childcare leave. It may be used, however, for disability directly resulting from pregnancy.
 - h. Decisions of the District with respect to use of the sick leave bank are final and binding and are not subject to appeal or the grievance procedure of the contract.
 - i. The Association and District reserve the right to delay the awarding of sick leave days until all documentation has been received and reviewed.
 - j. The District retains the right to have the employee examined by a physician or physicians of its own choice at no cost to the Administrator.
 - k. Nothing herein shall stop the District from alleging absenteeism as an issue in any proceeding.
- l. An Association member who discontinued employment for reasons other than retirement, the Administrator may contribute up to one third of their unused sick days to the sick bank.

10.2.3 Up to ten (10) days annually may be used for illness of members of the "immediate family" or those residing in the employee's household. Additional days may be granted with the approval of the Superintendent.

10.2.4 Accumulative sick leave may be credited only during the term of employment.

10.2.5 An employee who is absent before and/or after a holiday will receive regular pay for that holiday provided the absence is for one of the reasons acceptable by the District.

10.2.6 When an Administrator leaves the District by retirement with eight (8) years of service to the District and is over fifty-five (55) years of age, the District shall reimburse the employee for all unused sick days accumulated at the rate of fifty (50%) of the Administrator's average daily rate of one-two hundred forty-thirds (1/243) if

payment is to be made in a lump sum or sixty-five percent (65%) of the Administrator's average daily rate of one-two hundred forty-thirds (1/243) if the monies are to be used toward future health insurance payments. At the option of the Administrator which shall be so stated at the time notice of retirement is given to the District, payment shall be either in a lump sum form or kept on account to be maintained by the District which shall be used toward the payment of whatever health insurance plan exists with the Association at the time of such payments. All monies kept on account but not expended at the time of death of an Administrator and the Administrator's spouse, provided the spouse was a beneficiary under the plan prior to the death of the Administrator, shall revert to the District. Notification to the District, in writing, of such option shall be made no later than April 1st of the calendar year immediately preceding the date of retirement. Lump sum payments will be made by the District no later than September 30th of that calendar year unless mutual agreement for an alternative date.

10.3 **Extended Illness Bank:** In case of extended illness, a bank of days has been established to be administered by the Association. Days earned by an administrator pursuant to the terms of Section 10.2.1.1 shall be credited to the extended illness bank. [The bank shall not exceed two hundred forty (240) days.]

10.4 **Worker's Compensation:** When sick leave is used during a compensable absence under Worker's Compensation Laws of New York, upon return to work, the employee's accumulated sick leave balance will be credited with the additional full or half days determined by dividing the total Worker's Compensation payments by the Administrator's per diem salary rate. "Per diem salary rate" means the Administrator's annual salary multiplied by 1/243rd.

10.5 **Personal Leave Days**

10.5.1 Up to three (3) personal leave days shall be granted upon request, the nature of the request being only that the circumstances surrounding the need are personal. One (1) additional emergency leave day may be granted based upon the reason given and must be approved by the Superintendent.

10.5.2 The District and the Association do not expect personal leave days to be used indiscriminately as a day off, but rather for emergency situations not covered elsewhere.

10.5.3 The Administrator will file a written notice for personal leave days with the Superintendent ahead of time. If this is not possible, the Administrator must telephone the Superintendent. Failure to do one of the above may void pay for a personal leave day.

10.5.4 It is hereby understood that personal leave days shall not be used immediately before or after any contractual holiday or vacation period.

10.5.5 Administrators shall be allowed to apply any unused personal leave days to their sick leave accumulation subject to the provisions of Section 10.2.1.

10.6 **Vacations**

10.6.1 Twelve (12) month administrators shall, upon their employment by the District, be entitled to four (4) weeks vacation. Twelve (12) month administrators hired during the school year will be credited with a prorated amount of vacation time based on the portion of time he/she works in that particular school year.

10.6.2 One (1) additional day for each year of full-time service as an administrator in Alden Central Schools following effective date of tenure in the Alden District, up to a maximum of twenty-five (25) days.

10.6.3 Tentative vacation schedules shall be filed with the Superintendent by May 31st for his or her approval. Such approval shall not be unreasonably withheld.

10.6.4 In the event a member of the bargaining unit retires, he/she will receive a prorated salary for accumulated vacation.

10.6.5 Administration is eligible to be paid for unused vacation days (maximum 5 days) at a rate of 80% of the administrator's daily pay rate (1/243rd) at the end of the school year. The Administrator shall notify the District of intent to convert unused vacation days with thirty (30) days notice (no later than June 1st) and the compensation for these days will be made no later than the 15th of July in the same year.

10.7 **Bereavement**

10.7.1 An Administrator will be granted up to four (4) consecutive business days leave, including the day of the funeral, for each death in the Administrator's immediate family. "Immediate family" means administrator's spouse, children, father and mother of either administrator or spouse, brother, sister, grandchildren, grandparents, aunts, uncles, nieces, or nephews, as well as any relative living in the household of the administrator.

10.8 **Court Appearance and Jury Duty**

10.8.1 An employee may be granted a maximum of two (2) days leave for Court appearance per year and an unlimited number of days for compensation hearings, provided the injury is school connected.

10.8.2 An Administrator is granted full pay while serving on a jury during his regular work day only for a maximum of ten (10) days; additional days up to ten (10) will be granted if required. Jury pay is to be given to the District.

10.8.3 An employee serving on a jury shall report to the school whenever the Court is not in session.

10.9 **Summer School**

Summer school administrators' assignments in the Alden School District must be offered to the building administrator. If the building administrator who is normally responsible declines, the District has the right to offer the Summer school responsibility to any Alden Administration Unit member. The District has the right to assign Summer school if there are no volunteers. Twelve (12) month administrators will be paid a stipend of Seven Hundred and Fifty Dollars (\$750) per full week while Summer school is occurring. For an Administrator who is assigned to the Erie County Correctional Facility, this sum will be added to the Administrator's base salary. Ten (10) or eleven (11) month principals will be paid their daily rate of pay if outside their normal work day. For the current administrator who is assigned to the Erie County Correctional Facility, a stipend of \$4,200 for the Erie County Correctional Facility Summer Program will be added to their base salary.

10.10 **Death In Service**

In the event that an Administrator dies while still employed by the District, a benefit shall be paid to the administrator's surviving spouse, if such surviving spouse is listed as a designated beneficiary by the administrator, for all unused sick leave at the rate of 100% of the administrator's average daily rate of 1/243 if such payment is made in either a lump sum or to be used for future health medical payment. In the event a lump sum option is chosen, such payment shall be made within sixty (60) days of the date of death of the administrator. In the event the future health insurance payment option is selected, such funds shall be placed in the DOMP fund to be administered by the District pursuant to the terms of such fund. It is specifically recognized that payments may be used for future health insurance premiums, in addition to other approved medical payments pursuant to the terms of the fund. It is specifically recognized that the District shall not be responsible for the payment of any income taxes which may result from such payments.

ARTICLE 11. SALARY

11.0 Administrators shall be paid pursuant to Schedule "A." 2007-2008 salary x 2.90%; 2008-2009 salary x 2.90%; 2009-2010 salary x 2.90%; and 2010-2011 salary x 2.90%.

- 11.1 Upon completion of requirements for a doctoral degree, an Administrator shall receive Five Hundred Dollars (\$500.00) increment prorated during the fiscal year in addition to the contractual salary.
- 11.1.1 Beginning with the 2000-2001 fiscal year, the District shall pay to all bargaining unit members the sum of Seventy-Five Dollars (\$75) per graduate hour above their Master's degree up to a maximum of ninety (90) hours, with such sum to be added onto the administrator's base pay. The District shall pay at this rate for each pre-approved hour earned in the previous fiscal year.
- 11.1.2.1 Tuition for approved graduate hours and courses will be paid for by the District upon prior submission of appropriate information to the Superintendent.
- 11.2 The District and Association will discuss hiring salary ranges (minimum/maximum) for future members who this Agreement would apply.

ARTICLE 12. FRINGE BENEFITS

- 12.1 The District shall contribute to the employee benefit fund to be administered by the District and the Association up to the following amounts per administrator. The fund may be used for the following programs and in conformance with the rules and regulations of any applicable insurance company or policy: Basic Health Insurance (hospital and/or doctor); Major Medical Rider; Psychiatric Rider; Physical Examination and Prescription Drug Plan.

Annual District Contribution Per Full-Time Administrator (September 1 - August 31)

School Year	Single	Family
2007-2008	\$4,000	\$11,000
2008-2009	\$4,500	\$12,000
2009-2010	\$5,000	\$13,500
2010-2011	\$5,500	\$14,500

- 12.2 Upon mutual agreement between the Association and the District, changes to the benefit fund may be made during the life of this Agreement.

- 12.3 In the event a husband and wife, who were both employees of the District, are participants in any benefit fund or any form of combination program or health insurance plan, the District shall provide for one (1) family or two (2) single plans.
- 12.4 This fund shall be used to cover expenses incurred by participants and their dependents.
- 12.5 Any reimbursement for physical examinations shall be only for members of the Association.
- 12.6 The Association shall provide an annual accounting to the District for all funds expended per Administrator.
- 12.7 In the event a member of the Association does not wish to participate in any form of coverage under this article, the Administrator shall then be entitled to the sum of Two Thousand Six Hundred Dollars (\$2,600.00) which shall be added to the employee's last pay check at the end of the fiscal year. In order to be eligible for this payment, no portion whatsoever of the fund may be used by the employee for the entire fiscal year.
- 12.8 When an Administrator is granted a leave of absence due to personal illness, those benefits extended in Article 12.0 of this Agreement shall be maintained by the District for five (5) months commencing from the date permission is granted by the Board of Education for such leave.
- 12.9 It is hereby expressly understood that all unspent funds in the administrator's individual account shall remain in that account to be used for future payments pursuant to this article.
- 12.9.1 In the event an administrator accepts payment pursuant to Section 12.7 in lieu of the amount set forth in Section 12.1, then it shall be considered that no unspent funds remain in the administrator's account.
- 12.10 The District shall provide for all employees who have retired from the District the opportunity to continue to participate in the insurance plan as outlined above. Such employees shall pay their own premiums. Notification of such continuation shall be given at the time of retirement notification to the District.
- 12.10.1 The District and the Administrators Association agree that in the event the basic health insurance premium increases by more than fourteen percent (14%) or less than six percent (6%) in any fiscal year from the previous fiscal year, either side may request reopening negotiations on the health insurance article, including, but not limited to, health insurance premium payments, DOPM fund contributions, etc. Nothing herein shall remain in full force and effect until such time as a successor agreement is reached. It is hereby understood that once an impasse is declared by

either party with respect to such reopener, the clause shall remain in effect for the duration of the current agreement without resorting to mediation, fact-finding etc.

12.10.2 457-b will be available to Association members as generally available in the District.

12.10.3 403-b options both District and individual will be developed by October 31, 2003.

12.11 **Administrative Professional Plan**

12.11.1 A unit member may participate in an Administrative Professional Plan by filing a proposal with the Superintendent. The Superintendent shall have the authority to approve or not approve the plan and its successful completion after consultation with the Association. A plan proposal to the Superintendent will be acted upon by the Superintendent, in consultation with the Association, no later than thirty (30) days after submission of the plan. A plan/proposal may also be initiated by the Superintendent.

12.11.2 The plan submitted to the Superintendent shall be as follows: A report, research or task outside of typical duties of current assignment may include up to 15 hours of in-service at either BOCES, Teacher Center, etc. after normal school hours. The maximum annual stipend per employee for successful completion of an approved plan under this section shall be up to \$1,000. This stipend will be payable the first payroll in August following successful completion of the plan.

12.12 Effective July 1, 2007, each administrator shall receive \$35.00 (2007-2008), \$41.00 (2008-2009), \$47.00 (2009-2010) and \$53.00 (2010-2011) for each year of educational experience not to exceed thirty-five years of educational experience. This sum shall be added to the administrator's base salary.

12.13 For the 2003-2004, 2004-2005, and 2005-2006 fiscal years only, the District shall offer a retirement incentive that will pay administrators who completely retire from service in the State of New York the sum of Ten Thousand Dollars (\$10,000) which shall be an employer contribution toward 403-b or 457-b plan. In order to receive such an incentive, the retiring administrator must have a minimum of eight (8) years of service in the District. This contribution shall be made at the end of the calendar year in which the administrator retires. It is specifically recognized that this provision shall not be a severance benefit and shall not be payable to any administrator who continues service in the State of New York under any State or local retirement system. It is also expressly recognized that this incentive shall terminate effective June 30, 2006. In order to participate in such plan, the administrator must notify the District of such intent to retire no later than February 1 in the year in which retirement is to take place (i.e., notify February 1, 2004 for an effective retirement date of June 30, 2004).

ARTICLE 13. MISCELLANEOUS

13.0 **Duration of Agreement:** This Agreement shall take effect on the day it is signed by the President of the Association and the Superintendent of Schools; shall be retroactive to July 1, 2007; and shall continue in full force and effect through midnight on June 30, 2011.

13.1 **Saving Provision:** If, at any time during the life of this Agreement, any term or provision of this Agreement is in conflict with any federal or state law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

13.2 **LEGISLATIVE APPROVAL:** 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 IS GIVEN APPROVAL.

13.3 **Life Insurance:** The District will provide at no cost to the Administrator a Twenty Five Thousand Dollar (\$25,000) term life insurance policy.

13.4 **Dental/Optical:** The District agrees to contribute per administrator for each year of this negotiated agreement which shall be used for dental and or optical reimbursement. The District agrees that monies may be used for medical co-payment, major medical deductible fees and payment of insurance premiums set forth in Article 12.

2007-2008	\$2,950	2009-2010	\$3,550
2008-2009	\$3,250	2010-2011	\$3,850

We will investigate the possibility of a 105h contribution for these funds prior to September 2007.

13.5 **Professional Performance:**

A. Association members will continue their current quality leadership, commitment, organization, focus, time, effort and energy within the school district.

B. The Superintendent and Association members will continue their ongoing communication related to professional growth, feedback, input and suggestions with a focus on areas of strength and areas of growth. Activities will be directed towards meeting district-wide, building level and personal/professional goals.

- C. Each Administrator will develop with the Superintendent at least two professional goals mutually agreed upon which are measurable, completed within a specific time frame and with a specific agreed upon accomplishment point. This is intended to acknowledge and recognize the work done by administrators and to provide a positive motivation for attaining these goals that are mutually agreed upon between the Superintendent and the Administrator. The District may assist the administrator in meeting these goals (workshop, conference participation, training in technology, supplies, materials, other school/program visitations, modeling, coaching, offering feedback, guidance, etc.). This would also assume that there is satisfactory accomplishment of the current evaluation format being utilized.

Year 5	2007-08*
Year 6	2008-09*
Year 7	2009-10*
Year 8	2010-2011*

* Full participation and implementation.

Goals may have a multi-year time frame. These goals will support the District-wide goals, building level needs, areas of professional growth or other areas of focus. The goals will be related to student academic achievement, communication, school finance, public relation, professional growth, use of technology, student/teacher/parent relations, long-term planning, data analysis or other areas agreed upon by the administrator and Superintendent. Goals and any documentation and/or other proof of accomplishment will be agreed upon at the onset of the period (between July 1st – 31st of each year) with completion and review by May 31st. The administrator will be reimbursed 1% of their current salary before June 30th. This sum will be included as part of their compensation for that school year.

The parties by their authorized representatives here duly executed and accepted this Agreement on the 20th day of April, 2007 at Alden, New York.

ALDEN CENTRAL SCHOOL ADMINISTRATORS ASSOCIATION

Thomas Lyons
By: Thomas Lyons
Principal, Intermediate School

Melanie Monacelli
By: Melanie Monacelli
Principal, Primary School

ALDEN CENTRAL SCHOOL SUPERINTENDENT

Lynn Marie Fusco
By: Lynn Marie Fusco, Ph.D.
Superintendent of Schools

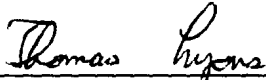
Memorandum of Agreement

The Alden Central School District ("District"), by the Superintendent of Schools, and the Alden Central School Administrators Association ("Association"), by its President, each for good and valuable consideration, hereby agree as follows:

1. The District and Association hereby agree to amend Article 2.1 (Recognition) of the Collective Bargaining Agreement between the Alden Central School Administrators Association and the Superintendent of Schools (July 1, 2007 – June 30, 2011) to include the professional position of Athletic Director as follows:

The professional positions incorporated in this recognition are: Elementary School Principals, Middle School Principals, High School Principals, Assistant Principals, Erie County Correctional Facility Director, Athletic Director and any other Administrative position created during the term of this Agreement.

2. The District and Association further agree to amend Schedule "A" – Salary Schedule to include the Athletic Director. The 2007-08 base salary for the Athletic Director has been set at \$72,500.



Thomas Lyons, Association President

7/18/07

Date



Lynn Marie Fusco, Superintendent

7/18/07

Date

Memorandum of Agreement

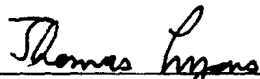
The Alden Central School District ("District"), by the Superintendent of Schools, and the Alden Central School Administrators Association ("Association"), by its President, each for good and valuable consideration, hereby agree as follows:

- The District and Association hereby agree to amend Article 11.0 Schedule "A" of the Collective Bargaining Agreement between the Alden Central School Administrators Association and the Superintendent of Schools (July 1, 2007 – June 30, 2011) to include Kevin Davenport's salary schedule as follows:

SCHEDULE "A" – SALARY SCHEDULE

Administrator	2007-2008	2008-2009	2009-2010	2010-2011
Davenport, Kevin	\$72,500	\$75,218	\$78,151	\$81,318
Lyons, Thomas	\$104,483	\$108,743	\$113,354	\$118,337
MacCowan, William	\$75,058	\$77,808	\$80,770	\$83,960
Monacelli, Melanie	\$93,898	\$97,974	\$102,413	\$107,238
Rusinski, Nancy	\$90,808	\$98,872	\$107,396	\$116,406
Ryan, Kevin	\$101,367	\$104,963	\$108,806	\$112,915
Stoltman, Adam	\$88,462	\$91,643	\$95,052	\$98,710

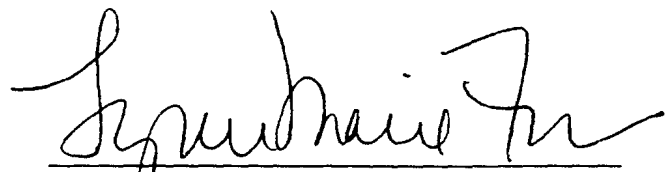
The Schedule "A" above reflects a combination of Article 11 (Section 11.0) and Article 12 (Section 12.12).



Thomas Lyons, Association President

9/20/07

Date



Lynn Marie Fusco, Superintendent

9/20/07

Date

