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Union: **Addison Administrators Association**

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8404

AGREEMENT

Between

**THE SUPERINTENDENT OF SCHOOLS
ADDISON CENTRAL SCHOOL DISTRICT**

And

**THE ADMINISTRATOR'S ASSOCIATION
July 1, 2003 – June 30, 2006**

RECEIVED

APR 29 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Article I -- RECOGNITION

Sec.

1.1 Recognition; unit defined

1.1 Recognition; unit defined. The Addison Central School District recognizes the Addison Administrator's Association as the sole and exclusive negotiating representative for a unit composed of the positions of high school principal, elementary principal, and assistant principals.

Article 2 -- DEFINITIONS

Sec.

2.2 Definitions

2.1 Definitions. As used in this agreement:

- (a) The term District means the Addison Central School District.
- (b) The term Association means the Addison Administrator's Association.
- (c) The term Superintendent means the Superintendent of Schools of the Addison Central School District.
- (d) The term administrator means any person in the bargaining unit represented by the Addison Administrator's Association.
- (e) The term work year means the period commencing July first and ending June thirtieth.
- (f) The term day means calendar day, unless otherwise specified.

2.2 Gender and number. Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said gender unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

Article 3 -- Payroll Deductions

Sec.

3.1 Authorized payroll deductions.

3.1 Authorized payroll deductions. Upon written authorization from the Superintendent, the district will make payroll deductions for tax sheltered annuities, required contributions for health and dental insurance, payments to the United Fund, payments to a credit union, and IRS 125 deductions for health and dental programs.

Article 4 -- COMPENSATION Sec.

- | | | | |
|-------|-------------------------------|-------|---|
| 4.1 | Salary schedule for new hires | 4.4.2 | In-service and Graduate Credit |
| 4.2 | 2003-2004 salary increase | 4.5 | Stipend for Director of Health,
Physical Education and Athletics |
| 4.3.1 | 2004-2005 salary increase | 4.6 | IRS section 125 account |
| 4.3.2 | 2005-2006 salary increase | 4.7 | Payroll schedule |
| 4.4 | Longevity | | |
| 4.4.1 | Longevity | | |

4.1 Salary schedule placement for new hires. A newly hired administrator shall be placed on the operative entry-level salary schedule based upon the Superintendent's evaluation of the new hire's educational preparation and prior experience in teaching, supervision, administration, or other work-related experience.

4.2 2003-2004 salary increase. Effective July 1, 2003, 2.5% of their salary will be added to each administrator's salary after \$1,500 is added to assistant principal's salary (Deborah Finnamore-Flint, Daniel Stone, Ruth Tyndell).

4.3.1 2004-2005 salary increase. Effective July 1, 2004, 3% of their salary will be added to each administrator's salary after \$1,500 is added to each assistant principal's salary (Deborah Finnamore-Flint, Daniel Stone, Ruth Tyndell).

4.3.2 2005-2006 salary increase. Effective July 1, 2005, 3% of their salary will be added to each administrator's salary.

4.4 Longevity. \$1600 will be awarded to an administrator each year after receiving tenure and having five full years of administrative service in the district and ten years in education. An additional \$1100 will be awarded to an administrator each year after receiving tenure and having 15 full years of administrative service in the district. All longevity payments will be kept separate from the administrator's salary base.

4.4.1 Longevity. Administrators who have been employed by the district as an administrator for at least ten years will be eligible for a longevity increase of 50% of his/her salary to be evenly distributed over three years as of their dates listed below:

Ruth Tyndell	3/21/07
Deborah Flint	6/30/2022

In order for an administrator to be eligible for 4.4.1 longevity he or she will have to present a binding letter of resignation effective three years after the date the longevity is to commence.

4.4.2 Administrators will be paid a one-time payment of \$100 for each in-service credit hour and \$140 for each graduate credit hour.

- a. In order for the administrator to receive the stipend for the course, participation must be given prior approval by the Superintendent.
- b. An in-service credit hour will be equal to twelve to fifteen contact hours.

4.5 Stipend for Director of Health, Physical Education and Athletics. If an administrator is appointed to the position of director of health and physical education, an annual salary of three thousand dollars (\$3,000) will be paid in 2000-2001. Yearly increases will be given according to the cost of living index.

4.6 IRS Section 125 account. The District will establish, through a third-party administrator, a qualified Internal Revenue Code section one hundred twenty-five account which shall be available to each administrator. The establishment of the account shall be subject to the following conditions.

- (a) The account shall be established only when a sufficient number of District employees elect to participate in accordance with the rules and regulations set forth by the Internal Revenue Service and the selected third-party administrator.
- (b) The qualified uses of the funds are incorporated by reference.
- (c) Each administrator's account shall be funded by the individual administrator.
- (d) Participation in the account will be voluntary.

4.7 Payroll schedule. The District shall pay an administrator's annual salary in twenty-six equal payments.

Article 5 – HEALTH PLAN

Sec.

5.1	Coverage; District's contribution	5.6	Confidentiality
5.2	Payment for nonparticipation	5.7	Conversion privilege
5.3	Plan document	5.8	Effective date of coverage
5.4	Payment of claims	5.9	Dental care
5.5	Claim appeal procedure		

5.1 Coverage; District's contribution

(a) The District will provide health care coverage through a self-funded health plan, hereafter referred to as the Plan. An administrator may enroll in either the individual plan or the family plan.

(b) The District will pay eighty eight percent (88%) of the individual or family premium cost for an administrator who elects to participate in the Plan.

5.2 Payment for nonparticipation. Any administrator who does not enroll in the District-sponsored health plan, shall be eligible for an annual payment of One thousand eight hundred dollars (\$1,800). In order to be eligible for payment for nonparticipation, an administrator must not have participated in the health plan for an entire work year. Payment for nonparticipation will be made in an administrator's last paycheck for the work year in which the administrator was not enrolled in the health plan.

5.3 Late Enrollment Coverage. A late enrollee is an Employee and/or Dependent who waives coverage at the time he becomes eligible or elects coverage more than 31 days after completion of the eligibility requirements. A late enrollee become covered under the Plan effective on the next open enrollment date (January 1 or July 1) following receipt of completed enrollment materials by the Plan Administrator.

Plan document. The Plan Document and the Administrative Manual are hereby incorporated by reference. However, a late enrollee will be eligible for coverage under the Plan on the first day of the next month following application for coverage and satisfaction of all requirements of the Plan and shall not be required to wait until the next open enrollment date provided:

- (1) The individual was covered under another health benefit plan at the time of the initial Eligibility for coverage under this Plan and the individual loses the other health insurance coverage due to:
 - a. termination of employment, or
 - b. termination of eligibility for coverage under the other plan (for reasons other than failure to pay the premium or contribution for coverage); or
 - c. exhaustion of COBRA continuation coverage; or
 - d. any reason other than (a), (b), or (c), provided the individual properly completed a waiver of CST Health Care Plan coverage at the time of initial eligibility.

And the individual applies for enrollment within 31 days after termination of coverage under the other health benefit plan; or

- (2) A spouse or child has become a new Dependent of the Employee through marriage, birth, adoption or placement for adoption. In this case, the Employee may enroll himself and/or his Dependents no later than 31 days following the marriage, birth adoption or placement for adoption.

Qualifying Events. Qualifying Events are any of the following events, which cause a loss of coverage under the Plan for either a covered Employee or his covered Dependents:

- (1) The employee's voluntary or involuntary termination of employment or \ Reduction in hours (for other than the Employee's gross misconduct) such that he is no longer considered an active full-time Employee; or
- (2) The Employee's death; or
- (3) An Employee's divorce or judgment of legal separation from his spouse; or
- (4) The Employee's entitlement to Medicare benefits; or
- (5) A Dependent child ceasing to be a Dependent under the definition of the Plan.

5.4 Payment of claims. An administrator who submits claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided in a timely manner so that the administrator shall suffer no financial loss as a result of the slow payment of a claim. An administrator shall be considered to have suffered no financial loss if a claim is paid within thirty days of receipt of the necessary date by the plan administrator.

5.5 Claim appeal procedure. Any complaints under the Plan with respect to its interpretation or application must be processed through the claim appeal procedure set forth in the Plan Document. If a complaint is not settled to an administrator's satisfaction, then, within thirty days of a written answer from the plan administrator, the Association may submit the issue directly to arbitration. The submission of a dispute to arbitration shall be before an arbitrator selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Plan Administrator will furnish the Association with all pertinent data related to the dispute, subject to the provisions of section 5.6 of this article. The data related to the dispute, subject to the provisions of section 5.6 of this article. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issue(s) submitted to him. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.

5.6 Confidentiality. All data obtained by the plan administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized only for the administration of the Plan and the repayment of claims. No data with respect to any administrator's claim or claims shall be released to a third party without the express written consent of the administrator affected., No health data obtained by the Plan may be used to discipline or dismiss an administrator.

5.7 Conversion privilege. An administrator who leaves the employment of the District, other than an administrator who retires or whose services are terminated, shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the administrator. If a former administrator is unable to obtain coverage, then the former administrator may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former administrator is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for a condition shall apply. All conversion rights which are extended to employees will also be extended to dependents.

5.8 Effective date of coverage. For a new administrator, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the administrator waives coverage in writing. A waiver of health coverage shall be filed in an administrator's personnel file.

5.9 Dental Care.

(a) Effective July 1, 1987, the District shall pay up to a maximum of fifty dollars (\$50.) per year toward the cost of coverage for an administrator who elects to participate in the District-sponsored dental care plan.

(b) In order for this benefit to become effective, a sufficient number of District employees must elect to participate in the plan each year to satisfy any minimum number of participants required by an insurance company.

Article 6 -- SICK LEAVE

Sec.

6.1 Allocation

6.2 Accumulation

6.3 Family illness

6.4 Payment for unused sick leave

6.5 Administrator's sick leave bank

6.1 Allocation. During the first year of employment, a administrator shall be credited with one sick leave day for each month worked, up to a maximum of twelve days. After having completed one year of credited service, an administrator shall be credited with twelve sick leave days at the beginning of each workyear.

6.2 Accumulation. Sick leave days may accumulate to a maximum of two hundred days.

6.3 Family illness. An administrator may annually use seven (7) sick leave days for illness in the family. Sick leave days used pursuant to the provisions of this section shall be deducted from an administrator's available or accumulated sick leave provided in sections 6.1 and 6.2 of this article.

6.4 Payment for unused sick leave. Tenured Administrators shall receive payment for accumulated unused sick days upon termination of employment. Payment shall be computed at 50% of the value of the number of sick days accumulated above 90 days. Payment shall be made between 9/1 and 11/15 of the calendar year in which the tenured Administrator's employment is terminated.

6.5 Administrator's sick leave bank. An administrator's sick leave bank will be established beginning July 1, 1997. Each administrator will be eligible to participate in the administrator's sick leave bank by making an initial contribution of 8 sick days. Each year thereafter, each participating administrator will contribute those sick days that would be lost due to having accrued the maximum of 200 days.

A sick leave bank committee will be formed consisting of the Superintendent of Schools or his/her designee and the President of the Addison Central School Administrators Association or his/her designee.

The sick bank committee will be empowered to develop and revise, as necessary, the procedures for operation of the sick leave bank.

Article 7 – PERSONAL LEAVE

Sec.

7.1 Allocation
7.2 Notification
7.3 Permitted use

7.4 Prohibited use
7.5 Nonaccumulation; transfer to
sick leave

7.1 Allocation. During the first year of employment, an administrator shall be credited with one-half personal leave day for each month worked, up to a maximum of five days. Thereafter, an administrator shall be credited with five personal leave days at the beginning of each work year.

7.2 Notification. An administrator who wishes to use personal leave shall give the Superintendent twenty-four hours notice of intent to use personal leave. In an emergency, the Superintendent may grant the use of personal leave with less than twenty-four hours notice.

7.3 Permitted use. Personal leave may be used for the following reasons:

(a) Legal matters: closing a mortgage; income tax audits or hearings required by the Internal Revenue Service; required appearances in a supreme, surrogate, county, or family court; reading or administration of a will; and adoption proceedings. If an administrator is a defendant in a criminal proceeding and is convicted, the provisions of this article shall not be applicable.

(b) Graduation exercises of an administrator's spouse, son or daughter. Personal leave for attending one's own graduation exercises shall be limited to one day.

(c) Wedding of an administrator's son, daughter, mother, or father.

(d) Driver's test.

(e) Required educational examinations, provided however, that the administrator submits a signed statement from his instructor that an examination could not be scheduled at another time.

(f) Doctor's appointment, dental appointment, or eye examination.

(g) Personal business reasons other than those listed in subparagraphs (a) through (f) of this section, subject to the approval of the Superintendent.

(h) Two days of personal leave will be granted without giving a reason. Such leave may be used to conduct personal business which cannot be conducted on other than school time.

7.4 Prohibited use. Personal leave may not be used to extend a holiday or vacation.

7.5 Nonaccumulation; transfer to sick leave. Personal leave days shall not accumulate. Unused personal leave days shall be transferred to an administrator's sick leave accumulation, subject to the two hundred day maximum provided in section 6.2 of article six of this agreement.

Article 8 -- BEREAVEMENT LEAVE

Sec.

8.1 Allocation

8.1 Allocation. An administrator shall be entitled annually to up to three days bereavement leave, as needed, for each death of a relative.

Article 9 -- CHILD-CARE LEAVE

Sec.

9.1 Term of leave; notification

9.1 Term of leave; notification. An administrator shall be granted a leave of absence without pay or benefits for a period not to exceed one year for taking care of a natural or an adopted child. An administrator who requests a child-care leave shall make every possible effort to submit such written request at least sixty days prior to the date on which the leave is to begin.

Article 10 -- HOLIDAYS

Sec.

10.1 Paid Holidays

10.1 Paid holidays. Administrators will have twelve paid holidays. A request for those days will be made to the Superintendent by May 1, subject to approval by May 15.

10.1.1 Designated holidays. Administrators will have two individually designated holidays. These days can be taken only on school holidays.

Article 11 -- VACATION

Sec.

11.1 Allocation

11.3 Vacation scheduling

11.2 Vacation Carryover

11.1 Allocation. During the first year of employment, an administrator shall be credited with one and two-thirds vacation days for each month worked, up to a maximum of twenty days. After having completed one year of credited service, an administrator shall be credited with twenty-two vacation days at the beginning of each workyear.

11.2 Vacation carryover. An administrator may carry over up to twenty-two days of unused vacation into the next workyear. Vacation days carried over into a succeeding workyear must be used during that year. The District will compensate administrators at an average per diem rate (1/260th) for each day to a maximum of three days per year for unused vacation days.

11.3 Vacation scheduling. An administrator may take vacation while school is in session subject to Superintendent approval. All requests for vacation are subject to the approval of the Superintendent.

Article 12 -- WORKING CONDITIONS

Sec.

12.1 Workyear

12.3 Board of Education meetings

12.2 Workday

12.1 Workyear. An administrator's workyear is from July first through June thirtieth.

12.2 Workday. From September first until June thirtieth, the workday for an administrator shall begin fifteen minutes before the arrival of the professional staff and shall end thirty minutes after the departure of the professional staff. An administrator's workday shall be from 8:00 a.m. until 3:30 p.m. on those workdays when school is not in session and during July and August. Notwithstanding the foregoing, an administrator shall enjoy a degree of flexibility in scheduling working hours because of attendance at Board of Education meetings, school functions and other work.

12.3 Board of Education meetings. An administrator shall attend all Board of Education meetings unless excused by the Superintendent.

Article 13 -- EVALUATION

Sec.

13.1 Evaluation ensured

13.1 Evaluation ensured. The Superintendent will ensure that each administrator is evaluated annually.

Article 13 -- GRIEVANCE PROCEDURE

Sec.

14.1 Definitions

14.6 Basic Principles

14.2 Permanent umpire

14.7 Stage one

14.3 Time limits

14.8 Stage two

14.4 Representation

14.9 Election of remedies

14.5 Grievance format

14.1 Definitions. As used in this article:

(a) Grievance means any alleged violation of this agreement or any dispute with respect to its meaning or application.

(b) Grievant means an administrator, a group of administrators, or the Association itself.

14.2 Permanent umpire. Robert J. Miller, esq. is hereby designated permanent umpire to adjudicate disputes arising out of the provisions of this agreement.

14.3 Time limits.

(a) A grievance shall be deemed waived unless it is presented at the first procedural stage within thirty days after the grievant knew or should have known of the event or conditions on which the grievance is based.

(b) The failure to transmit a decision to a grievant at any stage of this procedure within the applicable time limits hereinafter set forth shall permit a grievant to appeal his grievance to the next level of this procedure.

(c) A grievance shall be deemed abandoned if a grievant fails to appeal a decision at any stage of this procedure within the applicable time limits hereinafter set forth.

14.4 Representation. An administrator shall be entitled to have an Association representative present at any stage of this procedure.

14.5 Grievance format. A written grievance shall be signed by a grievant and shall indicate the time and place where the alleged events or conditions constituting the grievance took place or shall otherwise describe the conditions constituting the grievance. The grievance shall specify the provisions of this agreement alleged to have been violated and shall describe the redress sought by the grievant.

14.6 Basic principles.

(a) The District and the Association pledge to resolve all grievances at the earliest possible stage of this procedure.

(b) The District and the Association acknowledge that an administrator may use this procedure without fear of discrimination, coercion or reprisal.

(c) Informal settlements reached at any stage of this procedure shall bind the immediate parties to such settlements, but said settlements shall not be binding in future grievance proceedings.

(d) Each party shall have access at reasonable times to all records which pertain to a grievance.

14.7 Stage one.

(a) A grievant shall make an oral complaint to the Superintendent. The Superintendent and the grievant shall discuss the grievance and attempt to resolve it.

(b) If a grievance is not resolved to the satisfaction of a grievant, he shall submit the grievance in writing to the superintendent within five days after a discussion with the Superintendent, as described in paragraph (a) of this section of this article.

(c) Within ten days after receipt of a written grievance, the Superintendent shall hold a hearing with the grievant.

(d) The Superintendent shall render a written decision within ten days after the conclusion of the hearing.

14.8 Stage two.

(a) If the grievant or the Association is not satisfied with the decision of the Superintendent, the Association may elect to submit the grievance to arbitration by serving written notice upon the Superintendent within ten days after the receipt of the decision at stage one.

(b) The District and the Association shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(c) The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.

(d) The decision of the arbitrator shall be final and binding.

(e) The cost for the services of an arbitrator shall be borne equally by the District and the Association.

14.9 Election of remedies. If the Association submits an issue to arbitration, it shall thereafter be precluded from submitting the same issue to any other forum.

Article 15 – GENERAL PROVISIONS

Sec.

15.1	Suppression	15.3	Supremacy of agreement
15.2	Changes to agreement	15.4	Severability

15.1 Suppression. This agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

15.2 Changes to agreement. This agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by a written amendment hereto.

15.3 Supremacy of agreement. Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this agreement and subsequent agreements hereinafter executed by the parties. During its agreement shall be controlling.

15.4 Severability. If any provision of this agreement or any application thereof to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effort.

Article 16 -- LEGISLATIVE APPROVAL

Sec.

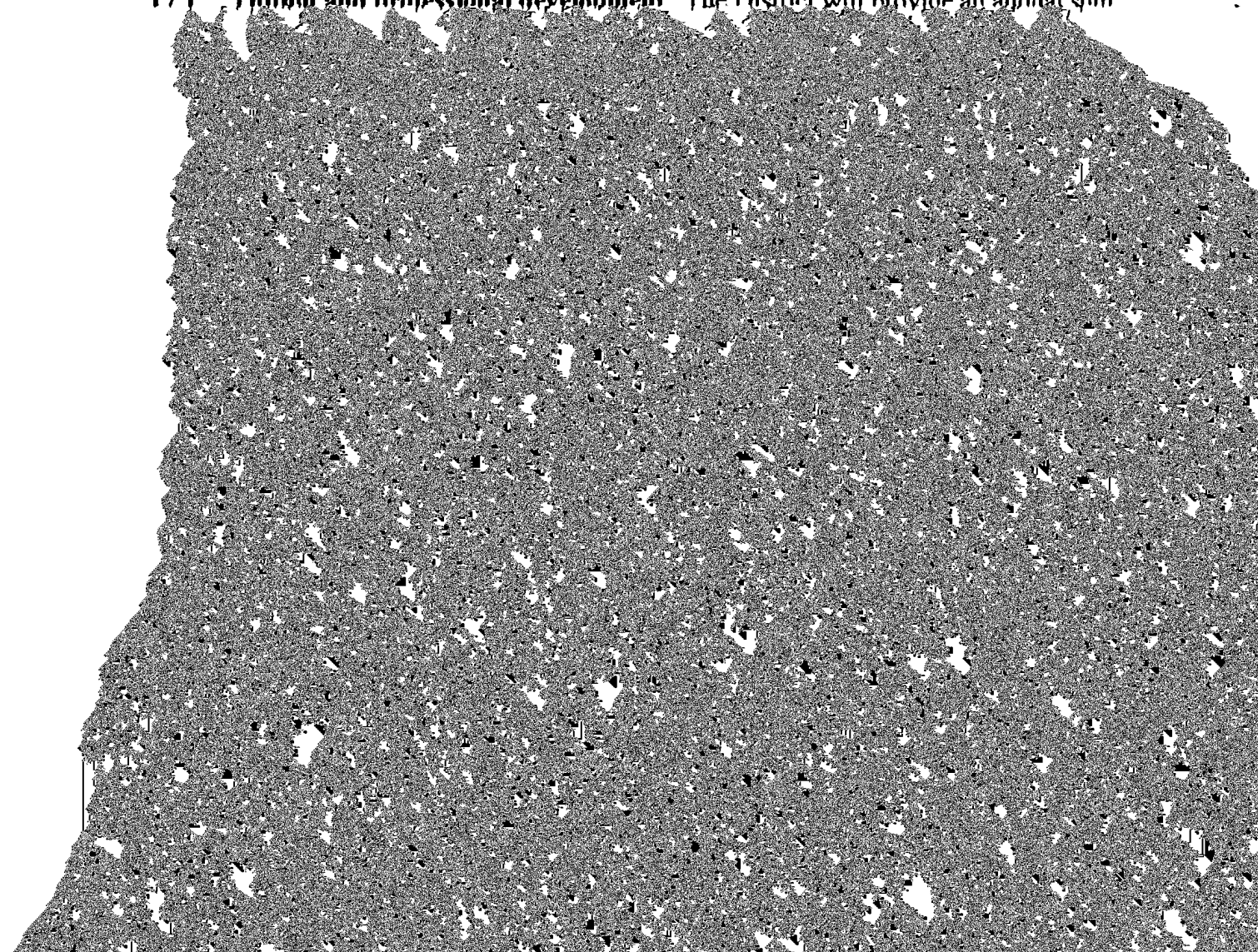
16.1 Section 204-1 of the Public Employees' Fair Employment Act

16.1 Section 204-1 of the Public Employees' Fair Employment Act.

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article 17 -- LEADERSHIP DEVELOPMENT

17.1 Tuition and professional development. The District will provide an annual sum



Article 19 – LIFE INSURANCE

19.1 Life Insurance. The district will pay \$200 toward the premium for a \$100,000 group term life insurance for each administrator. Upon separation or retirement from the district, an administrator will be allowed to continue or convert the insurance, as permissible by the insurance carrier, provided that the administrator pays the full cost of the coverage.

Article 20 – DURATION

Sec.

20.1 Term of agreement

20.2 Negotiations for successor agreement

20.1 Term of agreement. Except as otherwise expressly hereinbefore set forth, the terms of this agreement shall take effect on July 1, 2000 and shall expire June 30, 2003.

20.2 Negotiations for successor agreement. Except as otherwise provided in section 4.3 of article four of this agreement, if either party to this agreement wishes to enter into negotiations for a successor thereto, it shall notify the other party of its intent to renegotiate no later than the fifteenth day of February immediately preceding the expiration date of this agreement.

Addison Central School District

By:

Harold F. Vall
Superintendent of Schools

Dated:

6/6/03

Addison Administrator's Association

Constance McCarriek
Negotiator

Dated:

6-10-03

TO: Mr. Harold Hall, Superintendent

FROM:

SUBJECT: Article 18.1 Early Retirement Incentive

DATE:

The dates for individual eligibility for the early retirement incentive, Article 18.1 for the active administrators are:

Michael Eckstein	at age 55 with 32 years of service on June 30, 2003 (12/17/47)	Tier 1
Ruth Tyndell	at age 62 with 20 years of service on March 21, 2007	Tier 111
Reed Patterson	February 1, 2009	Tier 1
Deborah Flint	at age 62 with 40 years of service on June 30, 2022	Tier IV