



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](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Baldwinsville Central School District and Baldwinsville Association of Principals and Instructional Supervisors (2009)**

Employer Name: **Baldwinsville Central School District**

Union: **Baldwinsville Association of Principals and Instructional Supervisors**

Effective Date: **07/01/09**

Expiration Date: **06/30/12**

PERB ID Number: **4544**

Unit Size: **19**

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/>

SUP ~~3~~ | 4544

**COLLECTIVE BARGAINING AGREEMENT**

**BALDWINSVILLE ASSOCIATION OF PRINCIPALS AND INSTRUCTIONAL SUPERVISORS**

**AND BALDWINSVILLE CENTRAL SCHOOL DISTRICT**

**JULY 1, 2009, THROUGH JUNE 30, 2012**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**DEC 31 2009**

**ADMINISTRATION**

~~19~~ 19



BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

TABLE OF CONTENTS

Article / Section	Page
1.	Introductory Provisions 2-3
1.1	Scope of the Agreement 2
1.2	Recognition 2
1.3	Management 3
1.4	Unit Composition 3
2.	Grievance Procedure 3-6
2.1	Purpose 3
2.2	Definitions 3
2.3	Procedure 4
3.	3.1 Organizational Structure 6
4.	4.1 Right and Responsibilities of Administrators 6-7
5.	Conditions of Employment 7-9
5.1	Evaluation 7
5.2	Personnel File 7
5.3	Termination of Employment 7-8
5.4	Workdays / Work Load Per Year 8
5.5	Vacations 8
5.6	Holidays 8-9
6.	Benefit and Other Considerations 9-15
6.1	Health Insurance <del>9-10</del>
6.2	Dental Insurance 10
6.3	Health Insurance in Retirement 10-11
6.4	Acknowledgement of Retirement 11
6.5	Disability Insurance / Vision / Dental Allowance 11-12
6.6	Flex Benefits Plan 12
6.7	Sick Leave 12
6.8	Family Illness 12
6.9	Personal Leave 12
6.10	Bereavement Leave 13
6.11	Jury Duty 13
6.12	Other Leaves of Absence 13
6.13	Mileage 14
6.14	Tuition Reimbursement 14
6.15	Conference Attendance 14
6.16	Building Administrator Transfers 14
6.17	Automobile Vandalism Protection 15



BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

TABLE OF CONTENTS

<u>Article / Section</u>	<u>Page</u>
7.	Salary 15
7.1	Salary 15
7.2	Longevity 15
8.	Miscellaneous Provisions 15-16
8.1	Savings Clause 15-16
8.2	Non Resident Tuition 16
8.3	Taylor Law Requirement 16



BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

This is an agreement between the Board of Education (“Board”) of the Baldwinsville Central School District (“District”) and the Baldwinsville Association of Principals and Instructional Supervisors (“Association”).

**ARTICLE 1: INTRODUCTORY PROVISIONS**

Section 1.1: Scope of the Agreement

- a) This agreement constitutes the entire Agreement between the District and the Association.
- b) This agreement shall be effective July 1, 2009, and shall continue in full force and effect through June 30, 2012.
- c) This agreement may be amended solely by further written agreement between the parties. A party desiring an amendment shall notify the other in writing, setting forth the proposed amendment. The other party shall not be obligated to discuss or negotiate concerning such proposed amendment during the term of this contract.

Section 1.2: Recognition

- a) The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the bargaining unit as defined in 1.4 and extends to the Association the following:
  - 1. to exclusively represent employees in the Unit regarding collective negotiations;
  - 2. to represent employees in the Unit in the settlement of grievances;
  - 3. to collect membership dues deduction upon receipt of dues deduction authorization cards signed by individual employees;
  - 4. to unchallenged representation status during the period prescribed by Section 208 of the Public Employees’ Fair Employment Act.
- b) The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to assist, condone, conduct or participate in such strike.
- c) Payroll Deduction
  - 1. The District shall deduct from the salary of each unit member who authorizes in writing, dues for membership in local and state organizations so designated by the unit member, and shall promptly transmit the deductions to said organization. Annual notice of dues deduction must be submitted to the Business Office by July.



2. Deduction authorizations shall continue in full force and effect until the unit member notifies both the District and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the Business Office.

### Section 1.3: Management

Except as expressly provided otherwise in this Agreement, nothing herein shall be deemed to limit the District in the exercise of the regular and customary functions of management including (but not excluding others) the sole right to employ, supervise, direct and transfer employees; to establish the number of employees needed and to reduce the number of employees for lack of need; to establish standards of performance; to discipline, suspend, or discharge for cause; to establish educational methods, requirements and processes; to acquire all materials and equipment from any sources obtainable; and to conduct its business in accordance with law and the provisions of this Agreement.

### Section 1.4: Unit Composition

The unit shall include all full-time employees requiring administrative or supervisory certification by the New York State Department of Education in the following titles: Building Principals, Assistant Principals, Directors and Assistant Directors. Excluded from the bargaining unit are all other employees not specifically referred to herein.

## **ARTICLE 2: GRIEVANCE PROCEDURE**

### Section 2.1: Purpose

The purpose of this procedure is to allow the District and its administrators an adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

### Section 2.2: Definitions

- a) A grievance shall be defined as a claimed violation of a specific and express term of this agreement.
- b) Aggrieved – shall be defined as a unit member filing a grievance.
- c) Unit President – shall mean the elected President of the bargaining unit.
- d) Assistant Superintendent – shall be defined as the Assistant Superintendent or other such person so designated in writing by the Superintendent of Schools.
- e) Representative - shall be defined as the person designated by the aggrieved to act on his/her behalf or in the absence of such designation the person designated by the Unit President.
- f) School Day – shall be defined as days when the District Office is officially open for business.

c) Step 3

If the grievance is not settled by the Assistant Superintendent for Human Resources' written answer in Step 2, the Association may appeal within seven (7) school days of the date of such answer to the Superintendent of Schools.

1. The Superintendent shall, after receipt of a written request for a Step 3 hearing from the Association, schedule same within ten (10) school days unless the parties otherwise extend this by mutual agreement. At the hearing, the aggrieved may be accompanied by an officer of the Association. The District shall be represented at such hearing by the Superintendent and, at the Superintendent's option, by a District representative appointed by him/her.
2. At the conclusion of the hearing, if the grievance is not settled by mutual agreement, the Superintendent may give his/her determination orally at that time; or in the alternative, may submit a written determination within seven (7) school days after completion of the hearing.

d) Step 4

If the Association is not settled by the Superintendent's determination after the Step 3 hearing the Association may take the matter to arbitration by written election to that effect given to the District within seven (7) school days after receipt of the Step 3 determination whether given orally at the hearing or in writing thereafter.

1. An election to proceed to arbitration must carry the written endorsement of the Unit President.
2. Election of the arbitrator shall be accomplished under the Rules of the American Arbitration Association.
3. The arbitration proceedings shall be conducted under the Rules of the American Arbitration Association.
4. The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to render any decision which conflicts with any law, regulation, directive, or other obligation binding upon the Board, nor to imply any obligation which is not specifically set forth in this Agreement.
5. The decision of the arbitrator shall be final and binding upon the parties.

Section 2.3: Procedure

a) Step 1

Before submission of a written grievance the Association may attempt to resolve the grievance informally with the Assistant Superintendent for Human Resources within five (5) school days of the occurrence of the event over the alleged violation of the contract.

b) Step 2

1. If informal settlement is not attempted, or if it is attempted and fails, a grievance shall be submitted by the Association in writing within ten (10) school days of the date of occurrence of the event over which the grievance arises. A written grievance shall be submitted to the Assistant Superintendent for Human Resources. The grievance shall set forth:
  - i. the name of the aggrieved;
  - ii. the provision(s) of the Agreement deemed violated;
  - iii. the time and the place where the alleged events or conditions constituting the grievance took place;
  - iv. if known, the identity of the person responsible for causing such event or condition;
  - v. a general description of the grievance;
  - vi. the redress sought by the Association.
2. A grievance which is not submitted within ten (10) school days after the aggrieved knew or should have known of the events or conditions on which it is based, shall be deemed waived by the Association and may not thereafter be the subject of this grievance procedure. This time frame may be waived if both parties agree.
3. Failure by the Association to process said grievance within the time frames set forth in the steps of this procedure shall be considered a bar and there shall be no right to process the grievance any further.
4. The Assistant Superintendent for Human Resources, upon receipt of a written grievance, shall respond in writing to the Association to each such grievance within seven (7) school days after its receipt. Should the District or its representatives not process the grievance in a timely fashion, the president of the Association may move to the next step of the grievance procedure as though an answer had been received within the stated time frame.

6. Fees and expenses of the arbitrator shall be shared equally by the District and the Association.
7. Nothing in this grievance procedure shall prevent the aggrieved on his own volition from withdrawing a grievance at any stage of this procedure.
8. Awards may not be retroactive prior to the initiation of the alleged grievance.

### **ARTICLE 3: ORGANIZATIONAL STRUCTURE**

#### **Section 3.1**

- a) Each unit member will be supervised by the Superintendent, Assistant Superintendent, or a designee of the Superintendent in the absence of either, to whom (s)he will be directly responsible.
- b) Prior to making a formal recommendation to the Board for a change in organizational structure, the Superintendent or his/her designee, shall notify the President of the Association, in writing, of his/her intent to make such a recommendation. If the President of the Association so requests, the Superintendent will meet with not more than three (3) representatives appointed by the President to discuss the proposed recommendation before its formal submission to the Board. At such meeting, the Superintendent will consider suggestions or comments from the Association; however, the Superintendent shall have the final decision as to what his/her recommendation to the Board will be.

### **ARTICLE 4: RIGHT AND RESPONSIBILITIES OF ADMINISTRATORS**

#### **Section 4.1**

- a) The Building Principal or a designated Administrator shall be responsible for all school related activities in the building. S/He may delegate authority for supervision to members of the building staff. S/He may require assurance from parties using the building that satisfactory and adequate supervision and security will be maintained at all times. The Building Principal shall be consulted of any contract for an activity in the building for which s/he is responsible.
- b) The Building Principal may make recommendations to the Superintendent or his/her designee for the appointment of the building's instructional staff. The principal will, insofar as possible, be consulted regarding the appointment of all non-instructional personnel within his/her building.

BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

- c) The Building Principal (and appropriate Directors and Assistant Directors) shall be consulted prior to and his/her recommendations shall be considered regarding the transfer of all instructional and non-instructional personnel within his/her building.
- d) In the event of district reorganization the Building Principal shall be consulted with prior to this reorganization and his/her recommendation shall be considered regarding the transfer of pupil personnel.

**ARTICLE 5: CONDITIONS OF EMPLOYMENT**

Section 5.1: Evaluation

- a) There shall be minimally an annual evaluation and follow-up conference between the Superintendent of Schools and/or the Assistant Superintendent for Instruction and each unit member. Principals will also be expected to evaluate Assistant Principals in writing at least once per year, reviewed with and signed by the Assistant Principal and submitted to the Superintendent by August 31.
- b) Written evaluations shall be made once a year, on or before August 31.

Section 5.2: Personnel File

- a) A personnel file for each unit member shall be maintained by the District.
- b) Upon reasonable advance written notice to the Superintendent or his/her designee, unit members may inspect and make copies of material contained in such personnel file at the unit member's expense. All such reviews shall be conducted in the presence of a non-unit District representative. A Unit member shall have the right to attach a signed statement to any materials which (s)he considers detrimental or derogatory to him/her. Complaints received by the District against a unit member and which the District intends to place in his/her personnel file shall be brought to the attention of the unit member within two (2) working days of receipt of the complaint. However, the notice factor shall not be applicable in the event said complaint involves or could involve criminal conduct.

Section 5.3: Termination of Employment

- a) Termination by the Administrator: If a unit member desires to terminate his/her employment during the terms hereof, (s)he may do so upon not less than thirty (30) calendar days written notice to the Superintendent.
- b) Termination by the District: If the District desires to terminate employment of a unit member during the term hereof, it will provide written notice of same by

## BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

April 15 or seventy-five (75) days prior to same whichever occurs first. If the notice is less than seventy-five (75) days, then the unit member shall receive the difference in cash or continued service until the seventy-five (75) day notice requirement is met. Termination of unit member's position shall also be defined as an abolishment of his/her position.

### Section 5.4: Workdays / Work Load Per Year

- a) The minimum workday shall be eight (8) continuous hours inclusive of lunch.
- b) The eleventh month for eleven-month administrators will be scheduled by the District but shall be equivalent to the number of Monday-Friday workdays in August less the July 4 holiday schedule.
- c) Twelve (12) month unit employees shall work twelve (12) months.

### Section 5.5: Vacations

- a) All eleven-month administrators shall have eighteen (18) days of vacation and all twelve (12) month administrators shall have twenty-one (21) days of vacation. Vacation days are to be used during days when school with students is not in session. When unusual circumstances justify an exception to the above, the unit member may be granted, upon written request to the Superintendent, the right to use vacation days during periods when school is in session with students.
- b) Unit members may carry over vacation days earned during the period of July 1 to June 30 of a school calendar year to August 31 of the same calendar year. Up to ten (10) days will be allowed to "roll over" and be used by the August 31 deadline. Vacation days cannot be used during the days in July or August devoted to administrative workshops.
- c) Any vacation days not used during the calendar year, nor used by the August 31<sup>st</sup> deadline, will not accumulate to the next calendar year.
- d) Unit members, upon written request made not later than August 31, shall be entitled to payment for up to five unused vacation days annually. Such payments shall be at the administrator's per diem rate for the school year in which the days were earned. Payments for unused vacation days shall result in a corresponding reduction of the administrator's accumulation of vacation days.

### Section 5.6: Holidays

All unit members who are appointed on an eleven- or twelve-month basis shall be entitled to all paid holidays identified on a calendar of thirteen (13) holidays recommended by the Liaison Committee and adopted by the Board of Education for each fiscal year, which may or may not be legal holidays and which fall on an employee's contract days. The

Association President or his designee shall be represented on the Liaison Committee which consists of presidents of each of the District's other bargaining units.

## **ARTICLE 6: BENEFITS AND OTHER CONSIDERATIONS**

### **Section 6.1: Health Insurance**

- a) The District shall participate in health insurance premium costs for the District approved health plans by contributing ninety percent (90%) regardless of the plan selected or the category elected if working thirty plus (30+) hours per week, seventy-five percent (75%) if working between eighteen to thirty (18 – 30) hours per week and zero percent (0%) for anything less than eighteen (18) hours per week for all unit members hired prior to January 1, 2006 and unit members hired prior to this who change positions within the unit. For unit members hired after this date the District shall contribute ninety percent (90%) of the yearly premium for BluePoint per year regardless of the plan selected. Unit members may select any category of coverage (individual, double or family) and the District will contribute ninety percent (90%) of said BluePoint premium. It shall be the unit member's responsibility to pay the difference between the premium for the health plan chosen and the District's ninety percent (90%) contribution amount. As noted above, unit members working eighteen to thirty (18 – 30) hours per week will receive seventy-five percent (75%) of the BluePoint premium and unit members working less than eighteen (18) hours per week shall receive zero percent (0%).
- b) The Board reserves the right to change the basic health insurance plan provided there is no diminishment of the plan in which the unit member belongs.
- c) The prescription co-payment will be a three-tier co-payment of five, ten, fifteen dollars (\$5 - \$10 - \$15).
- d) Health Insurance Buy Back / Buy Down

Buy Back Option: Unit members enrolled in any of the District's health insurance plans may elect to forgo coverage and receive financial reimbursement. The category of coverage given up will determine the financial amount.

family coverage – fifteen hundred dollars (\$1,500)  
individual + 1 coverage – twelve hundred and fifty dollars (\$1,250)  
individual coverage – one thousand dollars (\$1,000)

Payment for this annual reimbursement shall be made on a payroll period basis as long as the unit member chooses to participate. Unit members who terminate employment prior to the end of the plan year will receive a pro-rated amount based on the actual time they did not have coverage.

Buy Down Option: Unit members enrolled in any of the District's health insurance plans may elect to decrease this amount of coverage and receive a financial reimbursement. The reimbursement shall equal five hundred dollars (\$500) for each category of coverage decreased.

family coverage to individual + 1 – five hundred dollars (\$500)

individual + 1 to individual coverage – five hundred dollars (\$500)

family coverage to individual coverage – one thousand dollars (\$1,000)

#### Section 6.2: Dental Insurance

The District shall contribute the amount of two hundred dollars (\$200) for individual coverage and four hundred dollars (\$400) for family coverage toward the premium cost of dental insurance coverage for each enrolled and participating unit member.

#### Section 6.3: Health Insurance in Retirement

- a) Administrators who retire after having completed twelve years of employment in the District are eligible to participate in the District health insurance plan in retirement, with coverage for the retiree and his or her spouse and eligible dependents, for the lifetime of the retiree, with a ten percent retiree contribution toward the cost of the premium.
- b) Administrators who retire after having completed ten years of employment in the District are eligible to participate in the District health insurance plan in retirement, with coverage for the retiree and his or her spouse and eligible dependents, for the lifetime of the retiree, with a fifteen percent retiree contribution toward the cost of the premium.
- c) Administrators who retire after having completed eight years of employment in the District are eligible to participate in the District health insurance plan in retirement, with coverage for the retiree and his or her spouse and eligible dependents, for the lifetime of the retiree, with a twenty percent retiree contribution toward the cost of the premium.
- d) The retiree contribution for eligible unit members hired after January 1, 2006, shall be the above-specified percentage of the District's base plan, plus any additional premium cost for a health plan other than the base plan.
- e) When the retiree becomes Medicare eligible, he or she will be placed in the District's supplemental health insurance plan if, in fact, the District is subscribing to such a plan. If there is no supplemental health insurance plan in place, the retiree will be continued in the regular health insurance plan.



BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

- f) In the event of the death of the retiree, the surviving spouse may continue in the group health insurance by paying the full cost of the premiums

Section 6.4: Acknowledgement of Retirement

- a) Unit members who resign for the purpose of retirement, with the resignation effective June 30, 2010, and who submit a letter of resignation by February 1, 2010, will have an employer contribution of twenty-five thousand dollars placed in a 401(a) account in their name with a special pay plan administrator selected by the District.
- b) Unit members who resign for the purpose of retirement, with the resignation effective June 30, 2011, and who submit a letter of resignation by February 1, 2011, will have an employer contribution of twenty-five thousand dollars placed in a 401(a) account in their name with a special pay plan administrator selected by the District.
- c) After June 30, 2011, unit members who are in their first year of eligibility to retire without penalty under the New York State Teachers Retirement System, and who resign for the purpose of retirement, with the resignation effective June 30, and who submit a letter of resignation by February 1, will have an employer contribution of twenty-five thousand dollars placed in a 401(a) account in their name with a special pay plan administrator selected by the District.
- d) The special pay plan will permit the retiree to immediately roll over said funds to a 403(b) or other qualified plan of the retiree's choosing, at no charge to the retiree. Additionally, the retiree may withdraw these funds at no charge. Any Tier I retiree eligible for a five-year final average salary calculation from TRS may have their contribution made to a 403(b) account provided said vendor agrees to accept employer contributions and holds the District harmless from any claims in doing so.
- e) To be eligible for the benefits outlined in this section, the unit member must (1) be at least fifty-five years old; and (b) meet the guidelines of the New York State Teachers Retirement System for eligibility for a full unreduced pension.

Section 6.5: Disability Insurance / Vision / Dental Allowance

Unit members shall have the option of one of the following:

- a. The District shall participate in premiums for a disability insurance group program up to three hundred dollars (\$300) per year for each enrolled and participating unit member regardless of the amount of coverage selected.

## BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

- b. The District shall provide an allowance of up to three hundred dollars (\$300) per year for vision needs (eyeglasses, contacts, and doctor's fees) for each Unit member. This reimbursement will be provided upon presentation of receipts.
- c. The District shall provide an additional three hundred dollars (\$300) toward the dental allowance provision in Section 6.2.

### Section 6.6: Flex Benefits Plan

The District shall participate in a flexible benefits plan (Section 125 IRS Regulations) and offer the childcare and out of pocket medical expense options to all members of the bargaining unit.

### Section 6.7: Sick Leave

- a) During the first year of employment, unit members shall be provided sixty (60) days of sick leave and thereafter shall be allowed to accumulate fourteen (14) days of sick leave each year for eleven (11) month unit members and fifteen (15) days for twelve (12) month unit members. Unused days may be accumulated without limit.
- b) In the event of a catastrophic disability or illness, upon exhaustion or surrender of accumulated sick leave, a unit member who has been employed by the District for at least three (3) years shall be granted, upon request, five (5) additional days of paid sick leave for each year of employment with the District to a maximum of twenty-five (25) years (one hundred twenty-five) (125) additional days. The unit member is responsible for submitting medical documentation and/or executing appropriate authorization(s) allowing the District to obtain, at its expense the medical documentation relating to the unit member's request for additional sick leave.

### Section 6.8: Family Illness

Each unit member shall be entitled to two (2) days of family sick leave for his/her immediate family per school year on a non-cumulative basis. In the event a unit member exhausts his/her family illness leave days, up to three (3) accumulated personal sick leave days may be converted into family illness days.

### Section 6.9: Personal Leave

Each unit member shall be entitled to three (3) days of personal leave per school year for personal business which can only be attended to during normal working hours. Any of the three (3) days unused, at the end of the school year, may be accumulated to personal sick leave.

Section 6.10: Bereavement Leave

- a) Each unit member shall be provided three (3) days of leave with full pay for each death of a member of his immediate family or one who stands in locus parentis, grandchildren, and father, mother, son or daughter, in-laws. Such leave is non-cumulative. The term "family" includes members of an employee's non-traditional household.
- b) Each unit member shall be allowed up to one (1) day of pay to attend the funeral of other relatives and spouse's relatives.
- c) When unusual circumstances justify an exception to the above, additional leave may be granted upon written application from the unit member to the Superintendent or his/her designee.

Section 6.11: Jury Duty

Each unit member required to serve on jury duty shall be granted leave with pay for the time necessary to perform jury duty. The daily per diem, less receipted expenses, exclusive of meals, paid by the Court, shall be transferred to the District.

Section 6.12: Other Leaves of Absence

- a) Upon application from a unit member, the Superintendent may grant a leave of absence with or without pay for such time as it determines. The application for said leave with reason for the request shall be made to the Board through the Superintendent of Schools or his/her designee.
- b) Parental leave of absence without pay for childbearing and/or rearing shall be granted for a period of time not to exceed two (2) years. The unit member shall give reasonable notice to the Superintendent or his/her designee that said leave is to be requested.
- c) Professional Growth: A unit member may, with the prior approval of the Superintendent or his/her designee, present workshops, seminars, conferences or engage in other professional participation outside the District during the school year. The District recognizes that such professional involvement enhances the unit member's expertise and showcases the District in a positive light. The District will allow up to five (5) days of professional involvement outside the District during the school year in exchange for equal time or additional services given to the District as agreed upon by the Administrator and the Superintendent or his/her designee. The District reserves the right to make the final decision on the timeliness and the appropriateness of the request. No contract should be signed with any other agency prior to the approval of the request.

Section 6.13: Mileage

Unit members shall be reimbursed by the prevailing IRS rate per mile when using their own vehicles directly connected with their position in accordance with prior approval requirements and budget restrictions.

Section 6.14: Tuition Reimbursement

1. Approval

- a. To qualify for reimbursement a unit member must possess a valid New York State certificate as a school administrator and supervisor.
- b. The approval of each graduate level college course shall be at the discretion of the Superintendent or his/her designee after written application from the unit member.

2. Reimbursement

- a) Upon successful completion of an approved graduate level course, the unit member shall be reimbursed by the District for the actual cost of the course's tuition only. Tuition vouchers issued to an employee shall be used to reduce the cost of tuition.
- b) To receive reimbursement, the unit member shall submit to the District a reimbursement voucher with receipts and course completion transcript.
- c) For each school year, total tuition reimbursement by the District shall not exceed the sum of eight thousand dollars (\$8,000) for the unit.

Section 6.15: Conference Attendance

Unit members are encouraged to attend conferences for the purpose of self-improvement and the District will reimburse the unit member in accordance with prior approval requirements and budget restriction.

Section 6.16: Building Administrator Transfers

- a) The Superintendent will personally notify and discuss the change (involuntary transfer) with the unit member involved in a reasonable amount of time before the change in assignment is made public.
- b) Official notification of placement for the next contract period should be made in writing by June 15.

Section 6.17: Automobile Vandalism Protection

In the event of vandalism to automobiles owned by unit members committed on school property, the District shall provide reimbursement for the individual's insurance deductible up to an amount of two hundred and fifty dollars (\$250). The maximum amount of money allotted per year for the unit shall not exceed one thousand dollars (\$1,000).

**ARTICLE 7: SALARY**

Section 7.1: Salary

The District will pay each unit member a salary which will be divided into twenty-six (26) equal payments for each fiscal year in accordance with the applicable year's pay calendar.

- a) In the event a unit member leaves the District with less than thirty (30) days notice as required under Section 5.3 and owes the District money, the District shall notify the employee in writing. If the employee either refuses to repay the District or does not reply to the District request within four (4) weeks, the Association shall reimburse the District the sum due and owed by the employee.
- b) In the event a unit member leaves the District with at least thirty (30) days notice, the District shall adjust the salary payments to compensate the employee only for the services actually rendered and the Association shall have no obligation to reimburse the District for any overpayment.
- c) Each unit member will receive a 3.85 percent salary increase for each year of the contract (2009-10, 2010-11, 2011-12) with the exception of those who began employment in the 2009-10 school year.

Section 7.2: Longevity

A longevity payment of \$600 shall be added to the base salary of each unit member who, during the life of the contract, completes five years, ten years, or fifteen years as an administrator in the District.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

Section 8.1: Savings Clause

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, shall be determined by a court or agency of competent jurisdiction to be contrary to law, or to rules and regulations of the Commissioner of

Education, or any other rule or regulation having the force and effect of law, then such provision or application shall be deemed null and void, and all provisions of this Agreement will continue in full force and effect.

#### Section 8.2: Non Resident Tuition

Children of any member of the unit who is not a resident of the Baldwinsville School District may attend the District schools tuition free, subject to the following conditions:

- a) The enrollment of unit member's children does not cause the size of any class to exceed the number specified as the "District Average" for the affected grade level in the District's normal class size.
- b) The enrollment of unit member's children does not result in the addition of any staff (the determination of staffing to be made by the administration and Board of Education).
- c) The parents of unit member's children shall be responsible for the child's transportation to and from school. Such transportation shall be at no cost to the District.
- d) Children of unit members who are classified as handicapped under the Education of All Handicapped Children Act and New York Education Law, Article 89, may not attend the District schools, except in compliance with the requirements of such statutes (and the applicable regulations of the Commissioner) and with the approval of the Committees on Special Education for both the child's home school district and the District.
- e) Students in occupational education programs will be excepted from Section 8.2. An agreement regarding occupational educational students (which provides that costs over the normal per-pupil expenditure will be charged as tuition) will be developed and confirmed in a separate memorandum of understanding.
- f) Children of unit members shall otherwise be accorded all of the rights and responsibilities of any other District student, with the specific exceptions set forth above.

#### Section 8.3: Taylor Law Requirement

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

BCSD/BAPIS COLLECTIVE BARGAINING AGREEMENT, 2009-2012

FOR THE DISTRICT:

FOR THE ASSOCIATION:

 6/2/09

Jeanne M. Dangle                      Date  
Superintendent of Schools  
Baldwinsville Central School District

 6/2/09

Olivia Cambs                      Date  
President  
Baldwinsville Association of Principals  
and Instructional Supervisors





