

**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: **Chenango Forks Central School District and Chenango Forks Certified Administrators Association (2011)**

Employer Name: **Chenango Forks Central School District**

Union: **Chenango Forks Certified Administrators Association**

Local: **N/A**

Effective Date: **07/01/11**

Expiration Date: **06/30/13**

PERB ID Number: **9557**

Unit Size: **N/A**

Number of Pages: **16**

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/>

PROFESSIONAL AGREEMENT

Between

SUPERINTENDENT OF THE CHENANGO FORKS  
CENTRAL SCHOOL DISTRICT

and

CHENANGO FORKS CERTIFIED ADMINISTRATORS  
ASSOCIATION

for

July 1, 2011 until June 30, 2013

Definition of Terms		1
ARTICLE I	RECOGNITION	1
ARTICLE II	SAVINGS CLAUSE	1
ARTICLE III	DUES DEDUCTION	1
ARTICLE IV	PROTECTION OF PROFESSIONAL REPUTATION	1
ARTICLE V	PROFESSIONAL BENEFITS	1
ARTICLE VI	ACCIDENT INDEMNITY	3
ARTICLE VII	VACATION	3
ARTICLE VIII	LEAVE FOR ADMINISTRATORS	4
ARTICLE IX	HEALTH AND DENTAL INSURANCE	6
ARTICLE X	COMPENSATION	7
ARTICLE XI	GRIEVANCE PROCEDURE	8
ARTICLE XII	EARLY RETIREMENT INCENTIVE	10
ARTICLE XIII	RETIREMENT	11
ARTICLE XIV	NON-ELECTIVE 403(B)	11
ARTICLE XV	ADMISSION OF ADMINISTRATOR'S CHILDREN	12
ARTICLE XVI	MISCELLANEOUS	12
ARTICLE XVII	DURATION OF AGREEMENT	13
ATTACHMENT	ADMINISTRATIVE GOAL TEMPLATE	14

The Chenango Forks Central School District (hereinafter called "Board") and its supervisory and administrative employees (hereinafter called "Administrators"), represented by the Chenango Forks Certified Administrators Association (hereinafter called "Association"), the Chief Executive Officer of the Board (hereinafter called "Superintendent") and the Association enter this agreement.

## **ARTICLE I** **RECOGNITION**

1. The Board recognizes the Association as the exclusive bargaining agent and representative for all certified school administrators in the Chenango Forks Central School District.

## **ARTICLE II** **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

## **ARTICLE III** **DUES DEDUCTION**

1. The Board shall deduct from the salary of each Administrator, who so authorizes in writing on an agreed upon form, dues for membership in up to three organizations so designated by the Administrator, and shall promptly transmit the deductions to that organization .

2. Deduction authorizations shall continue in full force and effect until the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second pay check after being received by the business office.

## **ARTICLE IV** **PROTECTION OF PROFESSIONAL REPUTATION**

1. Complaints by staff members, by parents of students, by students, community organizations or other interested parties, which are directed towards the Administrator shall be called to the Administrator's attention as soon as practicable, and if an answer is called for the Administrator shall have the opportunity to reply.

2. Prior to a formal written charge being made against an Administrator that he/she is not satisfactorily fulfilling his/her professional obligations, the individual has the option to informally meet with the superintendent in an effort to resolve the matter.
3. No material derogatory of an Administrator shall be placed in any file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material. The Administrator will also have the right to submit a written answer to the material and his/her answer shall be reviewed by the Superintendent, initialed by him, and attached to the file copy.
4. An Administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. An Administrator shall be entitled to have a representative of the Association accompany him/her during the review. The Administrator's review must take place on a working day and no more than 48 hours notice shall be required. The review must be in the presence of the Superintendent or Assistant Superintendent.

## **ARTICLE V**

### **PROFESSIONAL BENEFITS**

#### 1. Professional Dues

The district will pay the annual dues to the professional organization (job related) of each Administrator. A \$250 limit per year will apply per administrator. Any labor oriented organization or one that represents a labor organization will be exempted from this provision. Said determination of the Board is final and binding.

#### 2. Professional Conferences

The district will budget annually for conference attendance. All conference proposals will be submitted to the Superintendent or his/her designee for review.

#### 3. Group Term Life Insurance

The district will continue to fund the group term life insurance for the bargaining unit member at a rate of \$50,000 per individual in the group.

It will be the option of the bargaining unit member(s) to purchase additional life insurance or convert the existing insurance through the groups plan at no additional cost to the district, if available and the individual or family member(s) is eligible.

ARTICLE VI  
**ACCIDENT INDEMNITY**

The Board of Education is required by law to carry compensation insurance on all employees. If anyone is injured while on duty, it will be his/her responsibility to immediately make a complete report to the office of the building in which he/she works.

Administrators absent due to a job-related injury or illness will receive their regular pay during the first seven (7) days of absence without deductions from accumulated sick leave reserve. Administrators may use accumulated sick leave for full payment after a seven (7) day period for as long as accumulated sick leave lasts with the understanding that the proper forms will be submitted to the insurance company. When settlement is made, the district will be reimbursed by the employee or the insurance carrier for such time paid and said sick time will be restored on a pro-rated basis to the amount reimbursed.

Administrators who have no accumulated sick leave or who do not wish to use same will be entitled to payment (per the terms of the current employment agreement) paid bi-weekly, but subject to amendments in the law.

Whichever choice the employee makes, the forms for reimbursement will be filed immediately by the business office.

**ARTICLE VII  
VACATION**

A)	<b>Years of Service in District as an Administrator</b>	<b>Number of days</b>
	Upon appointment as an administrator	3 weeks
	In the year after completion of 1 year	3 weeks + 2 days
	In the year after completion of 2 year	3 weeks + 4 days
	In the year after three years as an administrator	4 weeks
	After completion of 15 years as an Administrator in District	5 weeks

B) Vacation Accumulation

No employee will be permitted to accumulate more than thirty-five (35) vacation days. Any days beyond thirty-five (35) will be lost unless the Superintendent recommends and the Board approves such accumulation.

C) Superintendent's Approval of Vacation Time

Proposed vacation usage will be submitted to the Superintendent for approval.

D) For eleven (11) month administrators – Three (3) weeks (15 days) to be taken during September 1 through June 30; accumulation will not exceed 27 days.

E) Death of Employee

If an employee dies while still an employee of the district, the individual's estate will be paid a sum equal to the number of accumulated vacation days multiplied by the person's daily rate at the time of death. Such payment will be made within three (3) months of death. The school attorney will verify the appropriate recipient of this payment.

F) Termination

An individual will be paid the accumulated vacation days upon termination of employment by resignation, retirement or otherwise. An individual will be paid a prorated amount of annual vacation days upon termination of employment by resignation, retirement (excluding the exceptions below) or otherwise. Payment will be made within three (3) months of the termination of employment and will be paid on the basis of the individual's daily rate at the time of termination. Mr. Burke has the option to extend the retirement date to July 2 entitling Mr. Burke to the full vacation benefit for retirement only. For example, if Mr. Burke receives 25 days vacation per year and he elects to retire subsequent to July 2, he would be credited with 25 days vacation.

**ARTICLE VIII**  
**LEAVE FOR ADMINISTRATORS**

1. Sick Leave

- a. Administrators shall be entitled to fifteen (15) days of sick leave during each calendar year.
- b. Accumulated unused sick leave shall be 295 days. Accumulations while a member of another CF bargaining agreement will roll-over when a member joins this unit.
- c. Sick Leave Bank  
The purpose of the sick leave bank is to provide for extended sick leave for the Administrator who suffers a serious illness or serious accident requiring convalescence, after exhausting his/her sick leave.
- d. For eleven (11) month administrator fourteen (14) days accumulating to 295 days.
- e. Absence due to illness is for bonafide employee sickness and shall be deducted from accumulated sick leave. In addition, absence for serious illness of a member of the bargaining unit's immediate family may be charged to this account. The members of the immediate family are as follows: Employee's mother, father, sister, brother, children, spouse, spouse's mother, father, one who regularly resides within the employee's home and occupies a close personal relationship to the employee and those individuals who may be

defined as a dependent according to the Internal Revenue Service Code. The number of days allowed for family death/illness shall be determined in consultation with the Superintendent.

Admission: An Administrator may join the sick leave bank upon hire or in July of any year by donating accumulated sick leave days(s) to the bank. To join members shall contribute three (3) days. Administrators with 295 accumulated days may contribute any excess days to the bank. When the balance in the sick leave bank falls below 295, the Association may direct the members to contribute (1) day; the days donated will be deducted from the employee's accumulation.

Application for use: Written request for utilization of days from the bank will be accompanied by a doctor's statement outlining the nature of the illness and the possible convalescence period.

Decision: The Association President or his/her designee and the Superintendent or his/her designee will make the decision as to grant or not grant the request. If a decision can not be reached a mutually agreed upon representative will review the matter and make a determination. Said decision shall be final. The purpose of the Sick Leave Bank is to provide for extended sick leave for the bargaining unit member who suffers a serious illness or serious accident requiring a convalescence thereby exhausting his/her sick leave.

Withdrawals: Limited to sixty (60) days. When an Administrators' absence extends beyond the sixty (60) days coverage, the bargaining unit member may then reapply to the sick bank committee for further coverage.

Records: The sick leave bank shall be administered by the Superintendent or his/her designee.

## 2. Personal Leave

Administrators will receive five (5) personal leave days per year.

Personal leave shall be requested of the Superintendent or his/her designee with two days notice whenever possible.

Unused personal leave days, up to three per year, will be applied to the Administrator's accumulated sick leave.

## 3. Jury Duty

Administrators summoned for jury duty shall make an effort to postpone such duty to times when school is not in session. Should such request be denied, the Administrator shall



continue to receive their regular pay for the period. Employee shall reimburse the district any monies paid them for serving on jury duty.

4. Child Care Leave

A leave of absence without pay for one year will be granted to administrators for care of their newborn or newly adopted preschool children or seriously ill preschool child. A second year may be granted, for said reasons, at the discretion of the district. Two months notice, where possible, shall be given.

5. Unpaid Leaves of Absence

Administrators, at the discretion of the Board, may be granted an unpaid leave of absence up to Two (2) years duration.

6. Bereavement

Up to three (3) days may be used for each death in the immediate family. Immediate family means, spouse, children, parent, mother-in-law, father-in-law, brother, sister, grandparent, or person who has served in parental relationship (who raised the employee and in whose house the employee lived.)

7. Holidays

A. Administrators shall be expected to work each day except for specific holidays which fall during their work schedules as follows: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and four (4) floating holidays (subject to the Superintendent's approval).

B. Eleven (11) month administrators shall be expected to work each day from September 1 through June 30 except for specific holidays from above which fall during their work schedules. In addition, twenty (20) days during July and August will be worked as established by the Superintendent.

8. Association Leave

The president or his/her designee may have up to an aggregate total of two (2) days during the school year for relevant association business.

**ARTICLE IX**  
**HEALTH AND DENTAL INSURANCE**

All members of the bargaining unit shall be eligible for the school health and school dental insurance plans. The school district and employees shall contribute the percentage of premium outlined below:

	District Share	Employee Share
BlueCross BlueShield Regionwide	90%	10%
PPO Plan H (optional)	95%	5%
Dental Plan	85%	15%

2. The Board will extend the payment of health insurance premiums to all employees who exhaust their sick leave to a period of not less than two (2) months and not to exceed twelve (12) months.

3. It is further understood and agreed that there shall be included in the Plan:

(a) retired Administrators, past and future, in the Plan will participate in the Plan at the percentage rate of 100/75 exclusive of those retirees who accept employment wherein they have equal or better health care coverage.

(b) surviving spouse and dependents ( as defined in the Internal Revenue Service Code ) are coverable through payment by said spouse or dependent of 100% of the cost of the plan

4. Said Plan shall include Major Medical maximum deductible of \$50 per individual and \$150 per family. The prescription drug copay shall be \$10 for brand name drugs and \$2 for generic drugs.

5. The District and Association agree to implement a Flexible Spending Plan. The conditions are as follows:

1. The plan administrator will be selected by the District.
2. The cost for each spending account participating member will be the current cost charged by the supplier.
3. Automatic health and dental insurance premium conversion unless employee opts out.
4. Payroll withholdings will be evenly withheld from Oct. to Jun. of that year.
5. Medical spending account maximum allowable by law. Dependent care spending account maximum allowable by law.

6. The District shall offer a Health Insurance Buyout as follows: The District will pay \$2,500 per year to each bargaining unit member who elects not to participate and is not covered by the district sponsored health insurance plan(s). Proof of other insurance is required.

ARTICLE X  
**COMPENSATION**

1. 2011-12 School Year 0.00% per CFCAA member
2. 2012-13 School Year \$2,000 per CFCAA member
  
4. Performance base pay will be paid upon the successful completion of mutually agreed upon goal. The procedure for developing said goal follows.
  - A. During July or August of each school year members of the CFCAA will develop a measureable goal that will impact student achievement. The goal will be submitted to the Superintendent of Schools for his/her approval. The form to be utilized will be provided by the District and attached to this agreement.
  - B. After the administrator and Superintendent agree to the goals and the measurement of said goals, the goals will be presented to the Board of Education by the Superintendent and administrator no later than the October regular Board of Education meeting for their review.
  - C. Twice during the school year (December and April) the Superintendent and administrator will meet to discuss the administrator's progress towards meeting the identified goals. The Superintendent will provide a written summary of said meetings.
  - D. All goals are to be met no later than June 1<sup>st</sup> of the school year in which said goals are applicable.
  - E. Prior to June 1<sup>st</sup> the Superintendent and administrator will meet to determine what goals have been met. To earn the monetary value afforded to the goal, the goal must be met in its entirety (no partial payment).
  - F. If the Superintendent and administrator do not agree on whether or not a goal was met to the extent whereby payment is warranted, the administrator has the option of requesting the Board of Education to review the matter. The decision of the Board is final and not subject to any further action by the administrator or the unit as a whole.
  - G. The total amount earned by each administrator will be added to his/her base salary in June of that year with a maximum of \$400 earned.

ARTICLE XI  
**GRIEVANCE PROCEDURE**

Section 2.1 - Purpose

The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this contract.

Section 2.2 - Definition

2.21 "Grievance" shall mean allegations or claims of misinterpretation or misapplication of the terms and conditions of the contract.

2.22 The term "aggrieved party" includes any individual, group of individuals covered under the terms of this contract or the Association.

2.23 "Days" shall be bargaining unit member working days.

2.24 "Representative" means the individual(s) selected by the bargaining unit member to represent him/her at any or all stages of the grievance procedure. Said representative must be a representative or an official of the Chenango Forks Certified Administrators Association. Said individuals shall be limited to two (2) persons unless mutually agreed upon.

Section 2.3 - Grievance Procedure

2.31 Any grievance statement submitted in writing shall include the name(s) and position(s) of the aggrieved party, a concise statement of alleged violation, the specific provision(s) of the contract to which the grievance applies, and the kind of action the aggrieved party desires the District to take to remedy the situation and shall be signed by the aggrieved party.

2.32 All meetings or hearings involving grievances will be held either during unassigned time during the school day or after school hours as established by mutual consent.

2.33 Implementation of this grievance procedure shall be free from interference, coercion, restraint, discrimination, or reprisal.

2.34 The number of days at each stage will be considered as maximum, except when by mutual agreement the time limits are extended.

2.35 A grievance must be initiated within thirty (30) days of the event or interpretation which gives rise to the bargaining unit member's complaint. The time limit may be extended upon mutual agreement.

2.36 If a decision at any stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

2.37 The time limits specified for each stage in this procedure shall be measured from the date of receipt of the written document.

2.38 The aggrieved party shall have a right to representation at all stages of the grievance procedure as defined in 2.24.

## Section 2.4 - Grievance Stages

### 2.41 Stage I - Superintendent

- (1) The aggrieved party who alleges a violation under the terms of this contract will first discuss the matter informally with the Superintendent, within twenty (20) days of such alleged violation, with the objective of solving the matter satisfactorily.
- (2) If the grievance cannot be resolved informally, it shall be presented in writing to the Superintendent by the aggrieved bargaining unit member within five (5) days of the informal conference.
- (3) Within five (5) days after the written grievance is presented to the Superintendent, s/he shall submit a written statement to the aggrieved party.

### 2.42 Stage II - Board

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at Stage I, an appeal may be filed with the Board of Education within five (5) days of the receipt of the Stage I reply.
- (2) The Board will conduct a hearing on the grievance within fifteen (15) days after receiving the appeal.
- (3) The Board shall render a decision on the grievance, in writing, within ten (10) days of the hearing date; the decision of the Board is final.

## **ARTICLE XII**

### **EARLY RETIREMENT INCENTIVE**

1. Retirement at the end of a school year within two years of the end of the first school year in which the employee is eligible for full (non-diminished ) retirement. The administrator must provide the Superintendent with written notice of their retirement by January 1<sup>st</sup> in the year of retirement.

By June 1<sup>st</sup> the Superintendent will notify the administrator of the district's transition plan for replacing his/her position. The district will have the option to retain the retiring administrator as a consultant for a maximum of ten (10) working days during July or August after the administrator's retirement date. It is understood that the retired administrator will be paid per diem, 1/260, of the salary last previously earned and will not be entitled to any benefits other than those provided by contract to retirees .

For those administrators hired after August 1,1996 benefits will be granted on a pro rated bases except those provided to retirees by contract who elect a retirement date in July or August.

2. Payment as follows:
  - a. \$7,500.00 base payment for early retirement;
  - b. \$10.00 for each unused accumulated sick leave day;
  - c. an additional \$5.00 per each unused accumulated sick leave day for employees with at least 15 years service in the district; and
  - d. for each of the last ten (10) school years in which employee had no more than four (4) days total absence, an additional \$10.00 per day will be paid for unused sick days accumulated.
  - e. lump sum payment to be made October 1 or equal payments in the year of retirement.

### **ARTICLE XIII** **RETIREMENT**

#### 1. Final Average Salary

Upon notice by an Administrator to the Board of an Administrator's intent to retire in three years following the date of notice, an Administrator may convert up to ten (10) vacation days, which have been accumulated as of the date of the notice, to "additional compensation." Such additional compensation shall then be paid in each of the following three years based upon the compensation rate which the Administrator is receiving for that year. The rate shall be determined by dividing that person's compensation for the year in question by 260 days times the number of days included in the additional compensation. For eleven (11) month administrator compensation rate set by dividing by 240 days.

Additional compensation shall be added to the annual compensation of the administrator and shall not be included in the annual base salary from which a multiplier may be used to determine future compensation. Such additional compensation shall always be added on the yearly compensation and shall not be considered part of the annual compensation.

If the Administrator does not retire at the time stated in the notice, the total additional compensation shall be repaid to the district by the Administrator. The district may offset such sum against any monies which may be owed by the district to the Administrator.

### **Article XIV** **Non-Elective 403(b)**

1. The District agrees to make a non-elective employer contribution for those members of the Association who avail themselves of a District's negotiated retirement incentive and/or payment for reimbursement of accumulated leave days. Such contribution by the

District shall consist of any payments the Association member has earned through the District's negotiated retirement incentive, contract retirement incentive, or payment in reimbursement of accumulated leave days only.

2. The contribution(s) shall be subject to the annual contribution limits as outlined in the Internal Revenue Code.
3. Contributions will be made to a common remitter agreed upon by the District and the Association, and approved by the Board of Education.
4. If any penalty or other assessment is charged against the District by the Internal Revenue Service as a result of an improper contribution to any 403(b) account or the improper withholding or non-withholding of any required deductions, the employee shall hold the District and Association harmless for such penalty or other assessment.
5. In agreeing to adopt (and/or modify) the Plan, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.
6. The District will remit the contribution as per collective bargaining agreement.
7. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contributions will be reported as non-regular compensation to the New York State Teachers' Retirement System (NYSTRS). In the event that the proposed contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement if such employee has NYSTRS membership date prior to June 17, 1971.
8. The employee and the Association shall hold the District harmless for any penalties, assessments, costs, or losses due to the acts or omissions of the Provider or any non-district personnel.

## ARTICLE XV

### ADMISSION OF ADMINISTRATOR'S CHILDREN TO THE DISTRICT

Children or stepchildren of Administrators will be allowed to attend the district at a rate of \$300 per year per child. If the Administrator has more than three children attending the district the additional children will be allowed to attend at no additional cost. Maximum cost to an Administrator per year would be \$900.

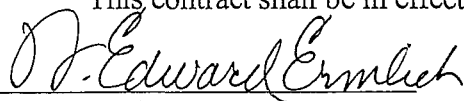
ARTICLE XVI  
MISCELLANEOUS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENT BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

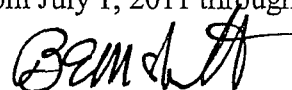
Negotiations for a subsequent contract shall commence no later than January 15, 2013.

ARTICLE XVII  
DURATION OF AGREEMENT

This contract shall be in effect for the period from July 1, 2011 through June 30, 2013.



Superintendent  
Chenango Forks Central School District



President  
Chenango Forks Administrator's  
Association

6/28/12  
Date

6/28/12  
Date



Chenango Forks Central Schools  
Administrative Goals  
(Name) Year - \_\_\_\_\_

atives:

Activities	Resources	Evidence of Attainment	Time Frame	Results