



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Oyster Bay-East Norwich Central School District and Oyster Bay-East Norwich Administrators Association (OBENAA), (2009)**

Employer Name: **Oyster Bay-East Norwich Central School District**

Union: **Oyster Bay-East Norwich Administrators Association (OBENAA)**

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

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

PERB ID Number: **5884**

Unit Size: **15**

Number of Pages: **30**

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/>

AD/5884

AGREEMENT

Between the

BOARD OF EDUCATION

OYSTER BAY-EAST NORWICH CENTRAL SCHOOL DISTRICT

and the

OYSTER BAY-EAST NORWICH ADMINISTRATORS ASSOCIATION

JULY 1, 2009 - JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE I AGREEMENT 2

ARTICLE II PHILOSOPHY 2

ARTICLE III RECOGNITION 2

ARTICLE IV AREAS FOR DISCUSSION AND AGREEMENT 3

ARTICLE V PROCEDURES FOR CONDUCTING NEGOTIATIONS 3

ARTICLE VI DUES DEDUCTION..... 4

ARTICLE VII NEGOTIATIONS WITH OTHER UNITS 5

ARTICLE VIII GRIEVANCE PROCEDURES..... 5

ARTICLE IX SALARY AND FRINGE BENEFITS 8

ARTICLE X WORK YEAR..... 10

ARTICLE XI LONGEVITY INCREMENTS 11

ARTICLE XII FRINGE BENEFITS..... 11

ARTICLE XIII LEAVES..... 13

ARTICLE XIV SUPERVISOR 22

ARTICLE XV MAINTENANCE OF HEALTH INSURANCE – EXCESSING..... 25

ARTICLE XVI PARTICIPATION IN DECISION MAKING 25

ARTICLE XVII NOTICE OF POSITION ELIMINATION 25

ARTICLE XVIII COMMITTEE ON RETIREMENT..... 25

ARTICLE XIX ADMINISTRATORS APPROACHING RETIREMENT 26

ARTICLE XX PROTECTION OF PROPERTY 26

ARTICLE XXI PROFESSIONAL RELATIONS COMMITTEE 26

ARTICLE XXII MISCELLANEOUS PROVISIONS 27

ARTICLE XXIII LEGISLATIVE ENACTMENT 27

ARTICLE XXIV NO STRIKE PLEDGE 27

**BOARD OF EDUCATION
OYSTER BAY-EAST NORWICH CENTRAL SCHOOL DISTRICT**

Oyster Bay, New York

and

Oyster Bay-East Norwich Administrators' Association

Pursuant to Article 14 (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act) of the New York State Civil Service Law, the Board of Education of Oyster Bay-East Norwich C.S.D. hereby adopts the following agreement covering recognition of an Administrators' organization and the methods by which negotiations shall take place with said organization.

ARTICLE I AGREEMENT

This agreement made and entered into the 1st day of July, 2009, by and between the Board of Education, Oyster Bay-East Norwich C.S.D. (hereinafter referred to as the "BOARD") and the Oyster Bay-East Norwich Administrators' Association (hereinafter referred to as "OBENAA").

ARTICLE II PHILOSOPHY

The BOARD and OBENAA firmly believe that the primary function of the BOARD and its administrative staff is to assure each student attending the Oyster Bay-East Norwich Public Schools the highest level of educational opportunities obtainable.

The BOARD and OBENAA believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the BOARD and its professional administrative staff.

ARTICLE III RECOGNITION

By virtue of satisfactory evidence submitted by OBENAA to the BOARD that OBENAA does represent the majority of the certificated professional administrative personnel of Oyster Bay-East Norwich C.S.D. and an affirmative statement that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in any such strike, the BOARD by special action on 16th January, 1968, recognized the OBENAA as the exclusive employee organization to represent in collective negotiations under Article 14 of the Civil Service Law

of the State of New York, all certificated professional administrative personnel of Oyster Bay-East Norwich C.S.D. including the Building Principals, the Assistant Principals, Directors, Assistant Directors, Coordinators and Heads of Departments.

ARTICLE IV AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the BOARD and OBENAA to reach mutual understandings regarding matters related to terms and conditions of employment.

In order that OBENAA may have an opportunity to react, the Board of Education, acting in good faith, will, insofar as it is administratively feasible, notify the President of OBENAA of any proposed change affecting the terms and conditions of employment.

The BOARD and OBENAA recognize that the BOARD is the legally constituted body responsible for the determination of policies covering all aspects of the Central School District.

ARTICLE V PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams: The BOARD'S Team will meet with representatives designated by OBENAA for the purpose of discussion and reaching mutually satisfactory agreements.
2. Commence Negotiations: Upon a request of either party for a meeting to commence negotiations for subsequent years, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any school year, such request shall be made on or about November 1 but no later than December 1. The first meeting is to be held no later than December 15.

All issues proposed for discussion shall be submitted in writing by OBENAA to the BOARD'S Team at the first meeting. The BOARD shall submit in writing to the Administrators' Team all additional issues upon which it wishes to negotiate at the same time. Both parties may submit additional issues for negotiations no later than the second meeting.

The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

3. Negotiation Procedures: The BOARD'S Team shall meet at such mutually agreed upon places and times with representatives of the OBENAA for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement.

Both parties agree to conduct such negotiations in good faith and to deal openly with each other on all matters. Following the initial meeting as described in section 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

At the beginning of negotiations, "ground rules" concerning the day, time, length of and conduct of meetings shall be mutually agreed upon. Meetings shall be held at such times as recognize the other responsibilities of all parties concerned.

4. Exchange of Information: Both parties shall furnish each other, upon request, all readily available information reasonably pertinent to the issue(s) under consideration.
5. Consultants: The parties may call upon consultants to assist in preparing the negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them. Prior notice shall be given of each intention to bring a consultant to a conference session.
6. Reports: The parties agree that during the period of negotiation and prior to reaching an agreement to be submitted to the BOARD and OBENAA, the proceedings of the negotiations shall not be released to others except in Executive Session(s) of OBENAA or of the Board of Education unless such an issuance has the prior approval of both parties.
7. Reaching Agreement: When consensus covering the areas under discussion is reached, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to OBENAA and the BOARD for approval. Following approval by a majority of OBENAA membership and by a majority of the BOARD, the BOARD will take such actions upon the recommendations submitted as are necessary to make them official.
8. Resolving Differences: An impasse may be deemed to exist if the parties fail to achieve agreement at least sixty (60) days prior to budget submission date of the BOARD. In that event, the parties may jointly or individually request the Public Employees Relations Board for assistance. The procedures and regulations of the Public Employees Relations Board established under Article 14 of the Civil Service Law shall be followed.

ARTICLE VI DUES DEDUCTION

It is agreed that the Board of Education will provide for the deduction from pay of membership dues in the Oyster Bay-East Norwich Administrators Association and Council of Administrators and Supervisors. The Association may request that any or all of the aforementioned groups be deleted and an equal number of organizations be substituted. Such procedures will include the use of authorization cards and a roster indicating individual membership in aforementioned organizations to be received in the Business Office on or

before October 15th of any year. Deductions will be made in equal amounts over a period of ten consecutive pay periods beginning November 15th.

ARTICLE VII NEGOTIATIONS WITH OTHER UNITS

The Board of Education will consult with the administrator(s) through regular administrative channels with respect to their individual responsibilities as affected by negotiations with other units insofar as it is administratively feasible.

ARTICLE VIII GRIEVANCE PROCEDURES

In compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees and in order to establish the most harmonious and cooperative relationship between OBENAA and the BOARD which will enhance the educational program, the following procedures, rules and regulations are agreed to by OBENAA and the BOARD.

The purpose of this Article is to provide for the orderly settlement of differences, promptly and fairly, as they arise and to make possible equitable and proper treatment of members of OBENAA.

DEFINITIONS

1. Chief School Administrator shall mean the Superintendent of Schools.
2. Immediate supervisor shall mean the Building Principal.
3. Representative shall mean the person designated by the grievant as his counsel or to act in his behalf.
4. Grievance shall mean any alleged violation or misinterpretation of any of the terms and conditions of any agreement negotiated by OBENAA and the BOARD.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. The grievant shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. The grievant shall have the right to be represented at any stage of the procedures by OBENAA. (Grievant: or Representative)
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All documents, communications and records dealing with the processing of any alleged grievance filed hereunder shall be filed separately from the personnel files of the grievant. However, administrative evaluations and/or letters of complaint with respect to any particular member of OBENAA which may have given rise to the filing of the grievance, shall remain in, or be filed in, as the case may be, the personnel file of that particular member of OBENAA, unless the grievance is resolved in favor of the grievant, in which case the subject evaluation and/or letter of complaint will be removed from the file.
6. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures.
7. Each grievance shall be promptly considered within the time specified in these procedures. Failure to render a decision within the time limits and exceptions stated herein shall entitle the grievant to proceed to the next stage.
8. These procedures are not designed to be used for changing existing laws, rules, regulations and policies or establishing new ones.

PROCEDURES

1. Informal Stage: The grievant shall orally present his/her grievance no later than 30 calendar days from the incident or occurrence giving rise to the grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the grievant. The immediate supervisor shall render his/her determination to the grievant within five school days after the grievance has been presented to him/her. If the grievant is a building principal, the immediate supervisor shall be the chief school administrator. (Intermediate supervisor shall make a determination within three school days).

If such grievance is not satisfactorily resolved at this stage, the grievant may proceed to the formal stage(s).

2. Formal Stage: Within five school days after a determination has been made at the preceding stage, the grievant may make a written request to the Chief School Administrator or his/her designee for review and determination.

The Chief School Administrator or his/her designee shall immediately notify the grievant and the immediate supervisor previously rendering a determination in the case to submit written statements to him/her within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.

If such is requested in the written statement of either party pursuant to the foregoing paragraph, the Chief School Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five school days of receipt of the written statements.

The Chief School Administrator or his/her designee shall render his/her determination within ten school days after the written statements have been presented to him.

If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to the board stage.

3. Board Stage: The grievant may, within five school days of the final determination by the Chief School Administrator, make a written request to the Board of Education for review and determination. All written statements and record of the case shall be submitted to the President of the Board of Education by the Chief School Administrator. The Board of Education shall hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten school days after receiving the request for review.
4. Arbitration: The matter is to be referred to arbitration for an advisory opinion only. Subject to the foregoing, in the event that any party to the proceeding is dissatisfied with the ultimate decision reached by the Board of Education, the dissatisfied party may, within ten (10) working days of the date of the decision, submit a request in writing to the Board of Education that the matter be referred to an arbitrator selected from a list provided by the American Arbitration Association. The arbitrator shall limit his/her advisory recommendations strictly to the application and interpretation of terms and conditions of the negotiated agreement.

The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and OBENAA, unless OBENAA has advised the grievant in writing (with a copy to the Board of Education) not to proceed with the arbitration, then the expenses will be borne equally by the Board of Education and the grievant. In the event that the respondent requests arbitration, no portion of the cost shall be borne by OBENAA.

ARTICLE IX SALARY AND FRINGE BENEFITS

- A. Effective July 1, 2009, the base salary of all unit members shall be increased by 3.5 percent.
- B. Effective July 1, 2010, the base salary of all unit members shall be increased by zero (0) percent.
- C. Effective July 1, 2011, the base salary of all unit members shall be increased by 3.5 percent.
- D. The ranges set forth in Appendix A shall be in effect for the years indicated.
- E. New employees shall be hired at a salary not greater than \$6,000 above the applicable range minimum, subject to market conditions and the availability of suitable candidates. In the event the Superintendent of Schools seeks to hire at a rate higher than \$6,000 above the range minimum, subject to market conditions and/or the availability of a suitable candidate, the Superintendent shall first confer with the Association President. The foregoing \$6,000 restriction shall not apply to internal promotions.
- F. Minimum starting salary for all members represented in this unit will remain frozen for the duration of this contract
- G. Tenure: At the time a unit member becomes tenured, a unit member shall receive \$1,000 per year for three years (i.e., that year and the following two years) which shall be added to the unit member's base salary.
- H. Course Credit: All unit members shall be granted a salary increase for every block of 10 salary credits (to a maximum of 90 credits) successfully completed, effective according to the prior practice of the parties. Effective July 1, 2009, said increases shall be in the amount of \$1,799; effective July 1, 2010, said increases shall be in the amount of \$1,799; effective July 1, 2011, said increases shall be in the amount of \$1,862. Upon completion of advanced degrees, unit members shall be granted a salary increase as follows:

	<u>Effective 7/1/09</u>	<u>Effective 7/1/10</u>	<u>Effective 7/1/11</u>
Professional Degree:	\$479	\$479	\$496
Master's Degree:	\$3,353	\$3,353	\$3,471
Doctorate:	\$5,250	\$5,250	\$5,433

- I. Longevity: Notwithstanding the salary range maximums, the following longevity awards will continue to be granted upon the completion of the indicated years of service in education:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
20 years	\$2,134	\$2,134	\$2,209
25 years	\$2,134	\$2,134	\$2,209
30 years	\$2,134	\$2,134	\$2,209

The District shall provide new hires at the time of hire a statement specifying the years of service which will be counted for purposes of eligibility for longevity under this article. A copy of this notice shall be provided to the unit president. It shall be the responsibility of the unit member to provide written (not electronic) notice to the District of eligibility for a longevity payment pursuant to this article. In no event will longevity payments be made retroactively.

J. Overnight Supervision shall be paid at the rate of \$262. Effective July 1, 2010, the rate shall be \$262. Effective July 1, 2011, the rate shall be \$271.

K. Professional Development: The Board agrees to allocate \$12,000 for the unit in each year of the agreement, for the purpose of professional development subject to the approval of the Superintendent. In the event the number of unit members changes from the number in effect on June 30, 2006, the amount of money allocated in each year for professional development shall be adjusted proportionally. These monies may be used towards technology expenses [e.g. laptops, palm pilots] subject to the approval of the Superintendent; such approval not to be unreasonably withheld. All equipment purchased shall be the property of the District.

L. Additional Responsibilities: Effective July 1, 2009, supervisory responsibilities assigned by the Superintendent beyond the normal duties shall be compensated at the rate of \$97 per hour. Effective July 1, 2010, the rate shall be \$97. Effective July 1, 2011, the rate shall be \$101.

M. Retirement Incentive: Unit members with ten years' District service who are eligible to retire under the provisions of the New York State Teachers' Retirement System who provide notice by December 15, 2006 of their intention to retire by no later than June 30, 2007 shall receive a \$50,000 retirement incentive. To the extent permitted by law, the incentive shall be considered a non-elective contribution to the unit member's 403(b) plan. Additionally, unit members who retire under this clause shall contribute to their health insurance as follows:

Effective July 1, 2006 - 15 %
 Effective July 1, 2007 - 18%
 Effective July 1, 2008 - 20%.

The 20% rate of contribution shall continue for the life of the unit members who retire pursuant to this retirement incentive provision.

N. Director of Special Education stipend: \$9,000 per year. This stipend amount shall not be

increased by the salary percentage increase.

In the event that any unit member is asked to assume the responsibilities of district-wide instructional technology, they will receive a stipend not to exceed \$10,000.

ARTICLE X WORK YEAR

1. All principals, assistant principals, directors and assistant director of special education will work 11 months including 22 days during July and August. With permission from the Superintendent and/or his/her designee, a member may elect to work 5 of the 22 days during the Christmas, Winter and/or spring recess with prior approval.
2. In addition to the regular teaching year, coordinators will work an additional 10 days, and supervisors will work an additional 15 days. The specific days to be worked shall be mutually agreed upon.
3. In addition, the K-12 Supervisors may be required to work two additional days at his/her per diem rate during the summer for the purpose of working on staffing/curriculum development responsibilities provided, however, that such activities will be developed in consultation and with the approval of the Assistant Superintendent for Instruction.
4. The Superintendent shall schedule the days immediately following the regular school year and/or prior to the opening of school. The distribution of days between these two periods shall be at the discretion of the Superintendent. Upon mutual agreement, other days may be substituted. All Supervisors and Coordinators shall be notified of the summer schedule no later than May 1st of each school year.

Summer vacations will be arranged with and approved by the Superintendent of Schools. Unit members shall be permitted to carry over a maximum of 10 vacation days to the following year subject to the approval of the Superintendent.

5. All members of OBENAA will have the same holidays and recesses as set forth in the School Calendar. However, the parties to this agreement recognize the professional executive posture of the administrator(s). Consequently, during the work year, particularly during Christmas, Winter and Spring recess periods, the exigencies of the position may require presence of an administrator(s) during such time.

Upon reasonable notice from the Superintendent of Schools, the administrator(s) will, in good faith, comply with such request. The administrator(s) will also give reasonable notice to the Superintendent of Schools of their respective plans for such periods.

ARTICLE XI LONGEVITY INCREMENTS

1. Unit members with a minimum of ten years of administrative service in the Oyster Bay-East Norwich Central School District and who are within three years of eligibility for retirement under the New York State Teachers' Retirement System, and who were members of this bargaining unit on May 25, 2006 shall be eligible to receive administrative longevity increments for a period of three consecutive years.
2. The administrator will have the option of choosing the year in which the three years of payments are to begin. Administrators must so inform the Superintendent of Schools in writing by February 1st of the school year prior to the first year in which payment is requested.
3. Longevity increments shall not be cumulative and salary additions based on percentages shall not be applied to these increments.
4. Longevity schedule will be as follows:

1st year	\$500.00
2nd year	\$500.00
3rd year	\$500.00

ARTICLE XII FRINGE BENEFITS

1. General Statement: Any benefits negotiated to conclusion by the instructional unit in the area of fringe benefits shall proportionately ensure automatically to the benefit of the Administrators' unit.
2. Health Insurance:
 - A. During the term of the contract, the District shall have the right to change health insurance carriers and/or to self-insure, provided that benefit structure remains substantially the same and that said change has been the subject of negotiations between the parties. In the event that the District and the Association have been unable to agree following sixty (60) days from the date of commencement of said negotiations, the District and/or Association may file a demand for advisory interest arbitration with the American Arbitration Association. Following a hearing, the advisory interest arbitrator shall issue an award that must be accepted by both parties to become effective.
 - B. Unit member contributions toward the cost of their health insurance premiums (individual or family coverage) shall be as follows:

Effective July 1, 2009 - 20%
Effective July 1, 2010 - 20%
Effective July 1, 2011 - 20%

- C. Additional Major Medical coverage shall be provided to increase the existing maximum benefits provided by the New York State, G.H.I. and H.I.P. Health Insurance Plans.

Once such maximums have been reached and an amount of \$100.00 has been paid by the individual, the insurer will pay 80% of the next \$2,500.00 of eligible expenses and 100% of all additional eligible expenses up to a maximum of \$1,000,000.00 as provided in the policy.

It is understood that the provision for additional coverage, provided herewith shall be subject to the insurer's use of its own choice of language in the policy to be issued hereunder provided that the substance of the coverage agreed to herein shall not be altered.

3. Dental Insurance: The School District will pay up to seven (\$7.00) Dollars per member per month towards the maintenance of the existing dental plan. In addition, the District will pay up to fourteen (\$14.00) Dollars per member per month towards family dental coverage.

The annual deductible factor shall be \$75.00 for the individual and \$225.00 for the family. It is recognized that the carrier may raise the deductible amount if experience so warrants.

4. Flexible Benefit Plan: Unit members may participate in the District's IRC § 125 flexible benefits plan as follows:

A. A unit member covered under the District's health insurance plan may submit a waiver of coverage, in a form to be designed by the District in consultation with the union, on or before June 30th of the school year. The administrator shall be credited, on a yearly basis, the sum of fifty (50%) percent of the premium otherwise payable in the event he/she chooses to waive coverage. Said credit shall be posted to the employee's § 125 account. In the event an administrator who has chosen this option because of an unforeseen event must re-enroll, the administrator shall return, on a pro-rata basis that portion of the credit previously paid, determined as of the date of re-enrollment. In such event, re-enrollment shall become effective as provided for in the Rules and Regulations of the New York State Government Employees Health Insurance Plan.

B. The parties shall provide in the § 125 plan use of all credited amounts for:

- Child care costs;
- Elder care costs;
- Medical/dental "out-of-pocket" reimbursement;
- Cash payment.

5. Life Insurance: Term life insurance in the face amount of two times a unit member's base salary shall be provided to unit members during the time of their employment by the District. The cost of such policy shall be shared: 63% paid by the District, 37% paid by the unit member.

ARTICLE XIII LEAVES

Paid

1. Absence for Personal Illness (Sick)
2. Extended Illness
3. Family
4. Jury Duty
5. Personal Business
6. Statements of Absence
7. Absence for Religious Holidays
8. Sabbatical Leaves
9. Association Leave

Unpaid

1. Health
2. Maternity
3. Child Care Leave
4. Other Leaves

PAID

1. Absence for Personal Illness:
 - a. for all absences due to personal illness ten (10) days leave without loss of pay shall be allowed annually, except that all eleven month employees, including, Principals, Assistant Principals, Directors and Assistant Directors, shall be entitled to one additional day for eleven months of employment.
 - b. the number of days allowed for personal illness shall accumulate to two hundred and ten (210) days effective July 1, 1970, except that Principals, Assistant Principals, Directors and Assistant Directors, shall be entitled to accumulate two hundred twenty (220) days.
 - c. for absences exceeding five (5) consecutive working days, a doctor's certificate must be submitted.

- d. for absences due to on-the-job injuries, a maximum of five (5) days leave without loss of pay shall be allowed for each such injury. This leave resulting from on-the-job injuries shall not be deducted from the accumulated sick leave nor shall it be cumulative.

2. Absences for Extended Illnesses

A unit member who suffers an extended illness shall be eligible to receive 60% of his/her salary for a maximum period of one year, subject to the provisions below.

- a. An extended illness is defined as an illness of thirty (30) or more consecutive calendar days.
- b. A unit member who will exhaust his/her accumulated days for personal illness shall submit a letter to the Superintendent of Schools requesting that he/she be placed on extended illness leave.
- c. A written statement from the unit member's attending physician must accompany the request. The physician's statement must describe the nature of the illness, the possible duration of the illness, and an estimated time when the unit member might reasonably be expected to resume his/her duties.
- d. An extended illness must be verified in a written statement by the unit member's attending physician. In the case of continued illness, the Superintendent of Schools may request the unit member to provide additional verification from the attending physician. The Board of Education reserves the right to have the unit member examined by a physician of its own choosing. In the event of a difference of opinion between physicians, a third physician, that is mutually acceptable to both parties, shall be consulted and his opinion shall prevail. The cost of the third physician shall be paid for by OBENAA.
- e. A unit member who has been on extended illness leave and has returned to work who suffers a relapse or recurrence of the same illness may request one continuance of the unused portion of the extended leave provisions by submitting a request and a statement from the attending physician with the same information requested initially. Such continuance must be requested within ten (10) working months of the first day of extended sick leave. Upon approval of the Superintendent, the unit member will receive the benefits at the point reached when he/she returned to duty prior to the relapse or recurrence of the illness.
- f. Extended illness leave benefit may not be accessed by an individual unit member more than once in a five year period.

Limitations and Conditions:

- a) monthly payments to any individual shall not be in excess of 60 percent of salary

- b) monthly payments will be made during the period the employee is legally entitled to payments.
- c) payment under this policy will be less any amount received by the employee from Workers' Compensation or any insurance provided for and paid for in full by the Board of Education or pro-rated if partial payment is made by the School District.
- d) in the event that there is a third party action available to the employee who may be injured in an accident, the school district shall be reimbursed for out-of-pocket expenses from proceeds received by the employee as a result of lost work time by reason of such action he may take against any such third party.
- e) the provisions of this extended illness leave benefit are limited to a maximum of one year [ten months] including any relapse or recurrence of the same illness.
- f) no employee will accrue sick days while receiving the benefits of this article.

3. Absence for Illness, Death in the Immediate Family, and Other Specified Bereavement Leave:

- a) For all absences due to illness or death in the immediate family, a total of five (5) days leave without loss of pay shall be allowed annually.
- b) The "immediate family" includes wife, husband, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law or other relatives living under the same roof or a person who exercised parental control over the individual as a minor for five years or more, or someone significantly close to the unit member.
- c) The number of days allowed for illness or death in the immediate family shall not be cumulative. However, unit members may accrue up to ten family leave days in a family leave bank, with that proviso that family leave bank days can be used only for serious illness (a minimum of five days at a time with a doctor's note) or death of an immediate family member.
- d) For absences for death of brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparents, one (1) days leave without loss of pay shall be allowed.
- e) The number of days allowed for death of relatives other than immediate family as defined above shall not be cumulative.

4. Jury Duty:

- a) A unit member who is summoned for jury duty will be granted a leave for the time requested and will receive his regular pay for the days required as a juror.

- b) Upon receipt of a summons to appear for jury duty, it shall be the responsibility of the unit member to present the summons, or a photo static copy to the Principal who in turn shall forward it immediately to the Superintendent of Schools.
- c) The unit member will receive full payment while serving as a juror. This policy also provides that any monies received by the unit member from the County shall be reimbursed to the School District. Reimbursement for travel money, however, may be retained providing a separate voucher or other written statement issued by the County substantiating the amount claimed is furnished to the District. Promptly upon receipt, checks and/or substantiating documents should be forwarded to the Superintendent of Schools.
- d) It is the responsibility of the unit member to comply with all procedures and to furnish all substantiating evidence requested herein.
- e) No more than one-half of a day shall be allowed for qualifying for jury duty.

5. Personal Business:

- a) For absences due to urgent personal business, two (2) days leave without loss of pay shall be allowed annually provided written notice is given to the building principal 48 hours in advance, except in emergency situations, and approval is granted. A Building Principal requesting such leave shall give written notice to and seek approval from the Superintendent of Schools. Days allowed for this purpose shall accumulate to a maximum of four (4) days. (Form requesting Personal Business Leave is available.)
 - (i) application for a personal business day which immediately precedes or follows a holiday or recess period shall require a reason being submitted to the Superintendent of Schools for his approval or disapproval.
 - (ii) applications for a personal business day on a Friday or a Monday shall require a reason being submitted to the Superintendent of Schools for his/her approval or disapproval. In the event of disapproval, the Superintendent shall notify the unit member in writing the reason for denial within 24 hours.
 - (iii) personal business days accumulated in excess of four (4) days may be transferred to accumulated sick leave. The total number of accumulated days resulting from the combination of unused sick days and unused personal business days shall not exceed 210 days, or 220, as appropriate.

- b) In the event a unit member has exhausted all cumulative personal business days, the unit member may request that one day of accumulated sick leave be used for personal business provided the following conditions exist:
 - i) the unit member was unable to give prior notice as required, and
 - ii) the unit member is able to prove extenuating circumstances.

6. Statements of Absence:

- a) Written statement giving the reason for a unit member's absence shall be filed with the Building Principal by the unit member upon return to school. Building Principal shall file such statement with the Superintendent of Schools.
- b) For any absence without prior notification, full pay shall be deducted regardless of whether or not a substitute was engaged, if not covered by Article XIII.
- c) Deductions for unexcused absence.

Salary for unexcused absences or absences beyond the number of days allowed will be deducted from the next payroll following the reporting of such absence.

7. Absences for Religious Holidays:

Any absence due to religious holidays shall be deducted from the sick days leave or personal business leave allowance.

8. Sabbatical Leave:

a) Eligibility and Selection:

- i) the member of OBENAA shall have been employed for the last seven years consecutively in Oyster Bay-East Norwich Central School District.
- ii) seniority shall be considered the number of consecutive years since employment began in any one of the schools now formed as Oyster Bay-East Norwich Central School District.
- iii) seniority with appropriate program shall be primary factor in selection.

- (iv) no more than one person from the group including Principals and Assistant Principal and no more than one person from the group known as Secondary Supervisor and Coordinator shall be eligible for a sabbatical in one year.

b) Financial Provisions:

- i) the administrator shall choose one year at half pay, or, one-half year at full pay.
- ii) salary scale, increments and advancements shall not be affected. Sick days shall accrue at the rate of 10 days for a full year's leave and five days for a one-half year leave.
- iii) federal, state income tax, social security, hospitalization and retirement funds shall be deducted from check in accordance with legal provisions governing contributions and benefits.
- iv) members of OBENAA on full year, half-year salary must work out retirement and annuity factors with the Retirement Board and advice of the District office of any and all special agreements pertaining thereto.
- v) other financial awards, such as a grant, scholarship or fellowship will be permitted.

c) Procedure:

- i) for any school year, application for Sabbatical Leave must be made by November 30. The applicant shall be notified by January 1 of the decision of the Board of Education.
- ii) application and Program must be submitted to advisory Committee by October 15th of each year for the following school year.
- iii) successful applicants shall inform the Superintendent of Schools, in writing, of their acceptance or declination of Sabbatical Leave no later than February 1st immediately following the Board's decision.
- iv) the program submitted must be a detailed plan of action, study and/or travel (itinerary) on a form available in the office of the Superintendent.
- v) the applicant may present his/her program in person before the Advisory Committee.

- vi) the Advisory Committee will be available to assist the applicant in preparing an adequate program before presentation to the Superintendent and the Board of Education.
 - vii) the Advisory Committee will make recommendations to the Superintendent of Schools in time for their presentation at the first December meeting of the Board of Education. Final decision will be by the Board of Education which will advise the applicant of that decision.
 - viii) if applicant is refused because of difficulty of replacement, he/she will be given first consideration for the next semester, or for the next Sabbatical Leave granted.
 - ix) no alternate or applicant (refused because of difficulty of replacement) will lose preference because an applicant the following year has greater seniority.
- d) Limitations:
- i) applicants may not engage in full employment on leave.
 - ii) a member of OBENAA who has received a Sabbatical Leave from the District will not continue to hold any other position on the District staff during the Sabbatical Leave.
- e) Advisory Committee:
- i) since the Sabbatical Program is for members of OBENAA, the Advisory Communities will be composed of its members.
 - ii) the Advisory Committee will be a subcommittee of OBENAA.
 - iii) there will be one administrator elected by his/her colleagues to the Advisory Committee from among the District's Principals and Assistant Principals, and one of the District's Supervisors. The additional member will be the President of OBENAA. A chairman will be elected from among its members. A secretary will also be elected from among its members in order to record proceedings of the Advisory Committee.
 - iv) should an applicant be a member of the Advisory Committee at the time of his/her application, he/she shall disqualify himself/herself from the Committee for that period.

f) Reporting:

A report shall be submitted to the Superintendent once during each semester on December 1 and April 1. In addition, a final report shall be submitted within 30 days upon completion of the Leave.

g) Acceptable Uses of Sabbatical Leave:

- i) study at an accredited or approved institution - not less than 12 hours per semester related to present administrative assignment or preparation for an approved change in assignment. Study may be at an institution in the United States or abroad. Less than 12 hours of study may be acceptable for the completion of a doctoral thesis.
- ii) travel - the plan must be directly related to the person's present assignment and may include observation of classes or should directly relate to the applicant's duties or travel to broaden the applicant's knowledge in his field of specialization including concerts, lectures, theater and/or courses taken at a foreign university. The plan must provide for evaluation of the outcome.
- iii) purposes other than study at an accredited or approved educational institution or approved travel.

A program involving a demonstrated need of the school district such as:

- Research using recognized procedures in a specific field of learning.
- Study and evaluation of new materials and equipment that may be of significant value to the school district.

h) Dates of Leave:

Fall Term - September 1st to Monday following the next January Regents.

Spring Term - Monday following the January Regents to the last school day in June.

i) Moratorium:

A Moratorium will be placed on Sabbatical Leave for the life of the contract.

9. Association Leave: The President of the Association and/or his designee shall be allowed released time for Association business upon approval of the Superintendent.

UNPAID

Basic Principle: Pursuant to the principle of minimizing disruptions of the educational program for students, the School District may grant leaves of absence without pay. Such leave shall be granted without pay up to two full semesters plus any time remaining in the semester in which the leave begins.

1. Health: The Board of Education may grant a leave of absence for health reasons. The request for the leave shall state the amount of time required within the designated limits and should be accompanied by a statement from the unit member's physician. In the event the unit member is not physically able to return on the designated date, a request for an extension may be filed in writing with the Superintendent of Schools. Such request shall state a new date of return and shall be accompanied by a statement from the unit member's physician.
2. Child Care Leave: The parties recognize that circumstances may occur by reason of pregnancy or due to other events not related to pregnancy when unpaid leaves of absence may be desirable to a unit member who is a parent without regard to the sex of the unit member.
 - a) An individual desiring such a leave shall make a written application therefore to the Superintendent of Schools at least sixty (60) days prior to the request date of commencement thereof and submit in support therefore a certificate of a physician or other qualified professional an affidavit of the individual setting forth facts justifying the need for such a leave. The application must set forth the intended period of such leave.
 - b) Such leave shall not be granted for a period exceeding twelve (12) months in duration and the termination date must coincide with the beginning of a school year or school semester as the case may be.
 - c) An individual who is on such unpaid child care leave may terminate such leave prior to the scheduled termination date provided such return coincides with the beginning of a school year or semester, by giving notice as follows:
 - i) notice of intention to return for beginning of school year must be made in writing on or before May 1st immediately preceding the commencement of such school year.
 - ii) notice of intention to return for next semester must be made in writing on or before November 30th immediately preceding the commencement of such semester.

No sick leave of any kind to be granted to an individual on Child Care Leave.

3. Other Leaves Without Pay: The Board of Education may grant a leave of absence without pay on proper application, good cause showing. Such leave of absence shall be granted at the sole discretion of the Board of Education.

ARTICLE XIV SUPERVISOR

1. Qualifications:

The Supervisor shall meet the requirements for the position of Supervisor or be working toward certification.

The individual shall have no less than five years of teaching experience in his subject field or area or specialty or a satisfactory equivalent of teaching and related professional experience.

The individual shall have a high degree of professional competence in his field.

Consideration and recognition shall be given to the background and professional accomplishments of the individual seeking or holding the position of Supervisor.

2. Teaching Load:

The District will appoint a Supervisor when a specific department has three or more teachers employed on a full time basis.

Load:

Supervisors will be relieved of the following assignments:

- a) before and after school assignments such as hall duties, bus supervision, etc.
- b) the period usually assigned for building duties such as study hall, cafeteria, hall supervision, etc.

3. Responsibilities:

The following statements of duties shall serve as a basic guide for the Supervisor of a department, but shall not be construed as a complete listing:

- a) In Relation to the Curriculum:
 - i) provide leadership and be responsible for the educational program of his subject curriculum.

- ii) serve as a consultant and advisor regarding instructional matters of concern to the department.
 - iii) be responsible for keeping staff aware of recent developments in curriculum, teaching techniques, etc.
 - iv) provide leadership and be responsible for the articulation and integration of the curriculum and educational program of the department.
- b) In Relation to Improving and Evaluating Instruction:
- i) be responsible for supervising and evaluating teachers in the department via observations and meetings, both formal and informal in accordance with Board of Education Policy Administrative Regulations and Directives-Evaluation of Staff.
 - ii) be responsible for reviewing required lesson plans.
 - iii) aid substitutes in the interpretation of lesson plans and location of materials.
 - iv) supervise student teachers.
 - v) with the assistance of teachers in the department, orient new teachers as to duties and policies.
- c) In Relation to Staff Recruitment and Utilization:
- i) be responsible for interviewing new applicants applying for position in the department and making recommendations in this area.
 - ii) make recommendations for efficient staff utilization.
- d) In Relation to Evaluation of Program:
- i) approve the preparation of departmental examinations where appropriate.
 - ii) provide leadership and be responsible for the continuous evaluation of the curriculum and educational program of the department.
- e) In Relation to Pupils:
- i) counsel students within the areas of departmental responsibility and the general welfare of the students.

- ii) provide leadership and make recommendations for the placement of students within areas of departmental concern based on overall needs of the individual student.
 - iii) work cooperatively with all specialized areas of pupil personnel services for the benefit of the individual student.
- f) In Relation to Management:
 - i) be responsible for the managerial operations of the department.
- g) In Relation to the School Budget:
 - i) be responsible for the business operation of the department in accordance with District Procedures established by the Board of Education Policy, Administrative Regulations and Directives.
 - ii) be responsible for preparing the annual budget.
 - iii) be responsible for setting LIP purchase specifications and selecting texts.
- h) In Relation to Audio and Visual Aids and Facilities:
 - i) be responsible for the efficient utilization of audio and visual and other facilities.
 - ii) make recommendations on plans for new and existing equipment and facilities.
- i) In Relation to Communications:
 - i) be responsible for facilitating communication with the school, between schools, and between the school, community and professional associations.
- j) In Relation to Grievance Procedure:

Act as the immediate superior in formal grievance procedures.
- k) In Relation to Reports:
 - i) submit written reports to the administration as required by the State Education Department and school district.

- ii) submit an annual report to the Superintendent of Schools on May 15th of each year stating accomplishments based on this statement of duties. In addition, the Supervisor will report on goals not accomplished and state reasons why it was impossible to accomplish these goals to the fulfillment of the supervisor's desire.

(This statement of duties may be reviewed in the future consistent with proven experience).

- l) Music Supervisor:

The position of Music Supervisor will cover grades Pre-K through 12.

ARTICLE XV MAINTENANCE OF HEALTH INSURANCE – EXCESSING

In the event that a position covered under this Agreement is excessed because of budgetary or enrollment reasons, the District upon written request from the OBENAA member, will continue to pay for those health plans held by the person in said position at the time of excessing. Such coverage will continue until the excessed person has found employment elsewhere, or, for a maximum period of one year from the date of excessing, whichever occurs first.

ARTICLE XVI PARTICIPATION IN DECISION MAKING

The members of OBENAA shall, insofar as it is practicable, participate in administrative decisions with the Superintendent of Schools or his designee, in all matters consistent with the Commissioner's Regulations and the Board of Education policy affecting shared decision making and site-based management.

ARTICLE XVII NOTICE OF POSITION ELIMINATION

When it appears that a position covered under this Agreement will be excessed because of budgetary, enrollment, or for any other reason, the District will make every effort to notify the individual by January 5 preceding the date of excessing, or as soon thereafter as administratively possible.

ARTICLE XVIII COMMITTEE ON RETIREMENT

A committee will be established consisting of the Superintendent of Schools and a designee of the District and the President of OBENAA and a designee member of OBENAA for the purpose of studying trends and statistics applicable to educational and professional plans for those approaching retirement. The committee shall make a written report to the

District for its consideration. In no event shall the committee's findings be considered binding on either party. The committee shall serve an exploratory function. The committee shall meet a minimum of three times per year.

ARTICLE XIX ADMINISTRATORS APPROACHING RETIREMENT

1. An administrator for purposes of this article, shall be defined as a person who is represented solely by OBENAA.
2. Additional salary increments may be granted by special action of the District, after review of the recommendation of the Superintendent of Schools, to any administrator who is within (2) years of retirement and submits proper affidavits of his or her intention to retire. The sum of \$500 may be added to the stated salary for the next-to-last year of service, and the additional sum of \$500 may be added to the last year of service prior to retirement. However, if provisions for unused sick leave are legalized and made part of a subsequent contract, the provisions stated above shall be deleted.

ARTICLE XX PROTECTION OF PROPERTY

While an administrator is performing his/her duties, any damage to or loss of personal property not caused by the Administrator's negligence shall be reimbursed by the School District in the following manner:

1. A One Thousand Five Hundred (\$1,500) Dollar reimbursement fund per year shall be established. Settlements will be made at the end of each semester, determined by a committee consisting of the Assistant Superintendent of Business and an Association representative. Unused monies shall be rolled over from one year to the next to a maximum of \$5,000.

ARTICLE XXI PROFESSIONAL RELATIONS COMMITTEE

A professional relations committee shall be established consisting of two (2) representatives of the Association, the Superintendent and a designee of the Superintendent for the proposed discussion of mutual concerns, which discussions will include organizational structure and classroom teaching responsibilities, as well as the job duties of supervisors.

ARTICLE XXII MISCELLANEOUS PROVISIONS

1. The District will produce sufficient copies of the contract, at least twenty-five (25) for the Association.
2. A committee shall be established consisting of the Superintendent and one (1) Central Office Administrator and two (2) representatives of the Association to discuss evaluation procedures as well as to explore alternatives to existing statutory disciplinary procedures.
3. An administrator's personnel file shall be available for inspection only to the Board of Education, the Superintendent of Schools or his/her designee and the administrator to whom the file pertains.
4. Unit members shall receive \$15 for each evening and/or weekend event they attend. In order to receive payment, unit members must submit a request for such payment no later than January 31 for events occurring prior to said date, and no later than June 30 for events occurring between January 31 and June 30.

ARTICLE XXIII LEGISLATIVE ENACTMENT

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

ARTICLE XXIV NO STRIKE PLEDGE

1. The District and OBENAA recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The District and OBENAA therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.
2. OBENAA affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

DURATION

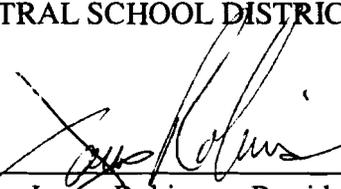
The terms of this Agreement shall be from July 1, 2009 through June 30, 2012.

APPROVAL

This agreement is subject to ratification by the Board of Education and the membership of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of _____, 2009.

BOARD OF EDUCATION OF THE
OYSTER BAY-EAST NORWICH
CENTRAL SCHOOL DISTRICT

By: 
James Robinson, President

OYSTER BAY-EAST NORWICH
ADMINISTRATORS' ASSOCIATION

By: 
Debra Kienke, Unit President

APPENDIX A

ADMINISTRATOR'S SALARY MINIMUMS

<u>2009-10</u>	<u>MINIMUM</u>
HIGH SCHOOL PRINCIPAL	165,128
MIDDLE SCHOOL PRINCIPAL	134,550
ELEMENTARY PRINCIPAL	134,550
HIGH SCHOOL ASSISTANT PRINCIPAL	133,326
SUPERVISOR	117,424
DIRECTOR	132,103
ASSISTANT DIRECTOR	114,979

<u>2010-11</u>	<u>MINIMUM</u>
HIGH SCHOOL PRINCIPAL	165,128
MIDDLE SCHOOL PRINCIPAL	134,550
ELEMENTARY PRINCIPAL	134,550
HIGH SCHOOL ASSISTANT PRINCIPAL	133,326
SUPERVISOR	117,424
DIRECTOR	132,103
ASSISTANT DIRECTOR	114,979

<u>2011-12</u>	<u>MINIMUM</u>
HIGH SCHOOL PRINCIPAL	165,128
MIDDLE SCHOOL PRINCIPAL	134,550
ELEMENTARY PRINCIPAL	134,550
HIGH SCHOOL ASSISTANT PRINCIPAL	133,326
SUPERVISOR	117,424
DIRECTOR	132,103
ASSISTANT DIRECTOR	114,979