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Title: **Elmira City School District and Elmira Schools Supervisory and Administrative Council (ESSAC), School Administrators Association of New York State (SAANYS) (2010)**

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**An Agreement by and between the
City School District of Elmira, New York**

And

**The Elmira Schools Supervisory and
Administrative Council
Of the School Administrators Association
of New York State**

July 1, 2010 to June 30, 2013

This Agreement, covering the period beginning July 1, 2010 and ending June 30, 2013, by and between the City School District of the City of Elmira, New York, having its principal office at 951 Hoffman Street, Elmira, New York, party of the first part and The Elmira Schools Supervisory and Administrative Council of the School Administrators Association of New York State, hereafter referred to as the E.S.S.A.C./S.A.A.N.Y.S., party of the second part.

WITNESSETH:

That in consideration of the mutual covenants and agreement herein contained the parties hereto do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

When used in this Agreement:

- (a) "Board" means the Board of Education of the City School District of the City of Elmira, New York.
- (b) The word "Administrator" as used in this Agreement shall mean all certified administrators exclusive of the Superintendent of Schools, Deputy Superintendent and Directors, however, the parties agree that the Director of Health Education/Physical Education and Athletics shall also be included in the ESSAC collective bargaining unit.

ARTICLE II

RECOGNITION

The Board, having determined that the E.S.S.A.C./S.A.A.N.Y.S. is the choice of a majority of the employees within the Administrative Unit as their bargaining representatives, hereby recognizes the E.S.S.A.C./S.A.A.N.Y.S. as the exclusive negotiating agent of all persons included in said unit. The Board agrees not to negotiate with any organization representing the employees within the Administrative Unit other than the E.S.S.A.C./S.A.A.N.Y.S. during said period of recognition.

ARTICLE III

NEGOTIATIONS PROCEDURE

The Association shall be consulted on negotiations with units that have impact on E.S.S.A.C./S.A.A.N.Y.S. unit members. The District will negotiate with E.S.S.A.C./S.A.A.N.Y.S. on any proposals made to other bargaining units that impact members of the E.S.S.A.C./S.A.A.N.Y.S. unit.

ARTICLE IV

GENERAL PROVISIONS

- A. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from, or modified only by the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of the Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and a copy shall be given to each administrator.
- E. **Association Business:** The Association will be given time to conduct reasonable and necessary Association business. The Association President will provide prior notification.

ARTICLE V

WORK YEAR

- A. Work Year:** The Work year for unit members shall include two hundred forty (240) days -- 12 months.
- B. Emergency Snow Days:** If schools are closed as a result of an emergency or snow closing day, unit members shall not be required to report to their work site. Administrators are on call during emergency and snow days. The District and the ESSAC recognize the importance of providing for the safety and welfare of students and staff. If an emergency closing occurs when school is in session, unit members will remain in their assignments 30 minutes after students and staff have departed (until the last bus reports in).
- C. Delayed Opening:** If school opening is delayed and a late arrival plan is implemented, the ESSAC and the District acknowledge that unit members will report to work as soon as they can safely do so, (but no later than half hour before students arrival) based on the unit member's personal judgment.
- D. Snow Give Back Days:** Unit members will not be required to attend on "snow give back days" as long as the ETA is not required to attend.

ARTICLE VI

GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute arising over the application or interpretation of any provision of this Agreement.

Conditions / Definitions

- 1.** A grievance shall be presented only by and on the behalf of an individual member or a group of members of this bargaining unit within ten (10) working days of the occurrence of the grievance.

2. An aggrieved party or parties shall be entitled to any representative of his/her own choice at any step of the grievance procedure.
3. Failure by the grievant to appeal a decision at any step within the established time limits is to be construed as having the grievance dropped.
4. Failure to render a decision within the time limit provided herein, any step, shall automatically move the grievance to the next step, unless, by mutual consent the time limits have been waived.

PROCESS

- Step 1:** Any grievance under this Agreement between a member of E.S.S.A.C./ S.A.A.N.Y.S. and the District shall be settled in the first instance by the aggrieved person involved and/or his Association representative, if requested by the aggrieved person, with the Superintendent or designee. A grievance shall be submitted to the Superintendent or designee in writing, and shall be answered by said Superintendent or designee within ten (10) working days from the time the grievance was received.
- Step 2:** A grievance which is not adjusted under Step 1, may, at the request of either party within two (2) weeks of the Step 1 answer, be promptly submitted to the Board of Education.
- Step 3:** If such a grievance is not resolved at the Board of Education level, then either party may submit a grievance to a selected arbitrator for a decision which will be binding on both parties.

The District and E.S.S.A.C./S.A.A.N.Y.S. shall bear equally the arbitrator's cost.

ARTICLE VII

SALARY PROVISIONS

- A. Raises:** Beginning on July 1, 2010 each unit member shall receive a 1.5% salary increase. Beginning July 1, 2011 each unit member shall receive a 2.1% salary increase. Beginning July 1, 2012 each unit member shall receive a 3.9% salary increase.

- B. Retirement Notice:** Within 5 Business Days of the signing of this contract by the Superintendent and the ESSAC President, any members who give written notice of intent to retire during the 2010-11 school year will receive an additional 2.5% raise beginning July 1, 2010. Within 5 Business Days of the signing of this contract by the Superintendent and the ESSAC President, any members who give written notice of intent to retire during the 2011-12 school year will receive an additional 2.9% raise beginning July 1, 2011.
- C. Tenure:** An additional \$1,000 will be added to the base salary of an Administrator upon receiving tenure.
- D. Longevity:** Raises for service will be added to the base salary according to the following schedule:
- At the completion of 5 years with the District as a certified Administrator an additional \$500 will be added to the base salary one time only.
 - At the completion of 10 years with the District as a certified Administrator an additional \$1,000 will be added to the base salary one time only.
 - At the completion of 15 years with the District as a certified Administrator an additional \$1,500 will be added to the base salary one time only.
- E. Payday:** Unit members shall be paid on the 15th of the month and on the last day of the month. If said days fall on a weekend or holiday, payday shall be on the workday immediately preceding the 15th or last day of the month. Salary shall be paid by Direct Deposit only.
- F. New Employee Compensation:** The ESSAC unit president and Superintendent of Schools shall collaboratively determine the salary range for vacancy postings. This shall be done prior to the posting. The actual salary of new hires shall be determined by the Board of Education upon the recommendation of the Superintendent.
- G. Mileage:** The local mileage allowance of \$500 shall be added to the administrative base salary yearly by July 1. \$500 for mileage for 2009-10 will be added to base July 1, 2010 along with the \$500 for mileage for 2010-11. Unit members shall continue to be reimbursed at the IRS rate for travel outside of Chemung County.

H. **Residency Stipend:** \$1,000 stipend will be allotted for newly hired Administrators who choose to relocate to live within the boundaries of the Elmira City School District. Members who receive a promotion (change of assignment which results in an increase in salary) would also receive this amount if they agree to move into the District or if they already live in the District. This amount will be added to the base pay.

ARTICLE VIII

PROFESSIONAL PRACTICE PLAN

In an effort to enhance and support personal growth, the District and the Association agree that professional practice and skill renewal are essential for personal growth. Development of a yearly professional practice plan will be a part of the yearly goal setting with each Administrator and his/her direct Supervisor and may include Mentoring, Peer Partnering and/or Self-Directed Study. A workgroup will be established to develop a mentoring plan for untenured Administrators.

Non-tenured: Non-tenured Administrators will also attend a range of summer coursework designed by the District to train them in aspects of Administration such as Budget, Personnel, Management, etc. for a period not to exceed 2 total days each summer. These dates are to be set by January 10 of each year by the District if they are to be mandatory for the upcoming summer, otherwise the courses will be considered voluntary.

Tenured: Other opportunities in an individual growth plan for tenured Administrators could include attendance at BOCES, Regional, State or National educational conferences as well as membership in Professional Organizations such as NAESP, NASSP, ASCD, etc. and Professional Visitation as approved by their direct Supervisor and funded by the District. Use of District funds for attendance at State or National conferences shall be decided upon by the Superintendent and the Association Board of Officers.

This does not preclude the District from sending Administrators to other conferences that the Superintendent feels would assist in student success. It will be the responsibility of the unit member attending such conferences to share information from the conference with colleagues.

ARTICLE IX

PROMOTION AND TRANSFERS

- A. **Consultation:** The Association President shall be consulted with regard to administrative vacancies, lateral and involuntary transfers.
- B. **Posting:** All vacancies will be posted for a minimum of seven (7) days from the time the vacancy occurs.
- C. **Meeting:** The Superintendent shall meet with unit members who apply for a posted vacancy. The Superintendent shall determine which unit members will be formally interviewed.
- D. **Promotion:** When it has been determined by the Superintendent of Schools that a member of the administrative unit has received a promotion (exclusive of lateral transfer), the recipient of the promotion shall receive a higher yearly salary than he/she received in the previous position.
- E. **Transfers:** Transfers initiated by the District will not be made at the personal salary expense of the individual.

ARTICLE X

SICK LEAVE

- A. Each ESSAC member will be allowed 15 sick days per year.
Advance: Administrators who are new to the District between July 1, 2005-June 30 2010, will be given an advance of 36 sick days to be used as needed. After three years of service with the District those 36 sick days will be considered earned sick leave. If an employee leaves the District before actually earning the 36 days sick leave, the amount of sick days not earned will be deducted from the final pay if they have been used.
Advance: Employees hired on or after July 1, 2010 will be given an advance of 30 sick days to be

used as needed. After two years of service with the District those 30 sick days will be considered earned sick leave. If an employee leaves the District before actually earning the 30 sick days sick leave the amount of sick days not earned will be deducted from the final pay if they have been used.

- B. **Accumulation:** Sick days can be accumulated to a maximum of 220 days. Once accumulation falls below its possible maximum of 220 days, re-accumulation will resume.
- C. **Pay Upon Retirement:** Should the administrator choose to retire and meet the New York State Teachers' Retirement guidelines to do so, the administrator will be paid \$30.00 per day for each unused sick day up to a maximum of 220 days.

Unit members retiring after July 1, 2012 with 15 years or more of service as an Administrator will be paid \$50.00 per day for each unused sick day. To receive this mandatory payment by the Board of Education into his/her non-elective 403b account, the employee must establish a 403b account at least thirty (30) days prior to retirement.
- D. **Family Sick Days:** Unit employees may designate up to five (5) days of their sick leave days yearly as "Family Sick Leave Days" for illness in their immediate family.
- E. **Sick Leave Bank:** An emergency Sick Leave Bank has been established for administrative personnel with an amount of 50 days initially provided by the district in 2007. The purpose of the bank will be to provide members of the Association with additional sick days in case of serious illness/or serious injury for personal use only (as defined by the Family and Medical Leave Act) and who have exhausted all of their accumulated sick and personal leave. Each year Personnel will report to the ESSAC Association President as to the total days available in the Sick Leave Bank as of June 30. In addition to the 50 days to establish this bank, the association President shall collect one (1) day from each current or newly hired member. Members may be required to donate additional days at the discretion of the ESSAC Board. Days donated by members will be subtracted from their accumulated sick leave and will not be repaid to them in any way.

- F. **Contribution of Sick Leave:** Administrators who have accumulated the maximum of two hundred twenty (220) sick days can contribute unused sick days to the bank. Additionally, a member may donate, at their discretion, up to an additional twenty (20) days in any school year from their accumulated sick leave. Notice of days to be donated shall be given in writing to the Personnel Dept. by June 30 of each year.
- G. **Request for Use:** The request for use of Sick Leave Bank will be in writing to the Superintendent of Schools and the Association President. The request must identify the number of days requested and must be accompanied by a physician's statement identifying the extent of the illness as FMLA qualifying and the expected recovery period. The limit of days that may be requested will be one hundred eighty (180) days.
- H. **Determination:** Individual usage of the sick bank days will be determined by the Superintendent of Schools and the Association Officers.
- I. Once the Administrator has returned to work the use of additional (unused) Emergency Sick Bank days will terminate.

ARTICLE XI

PERSONAL LEAVE

- A. All full-time administrative personnel shall receive two (2) days of non-cumulative personal leave each year with pay. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours and for reasons of a serious enough nature as to cause undue inconvenience or hardship.
- B. **Requests:** Requests for such absence will be submitted to the Superintendent of Schools or designee by completing the personal leave request form except in case of emergency where advance notice cannot be given. Administrators need not specify the exact nature of the use of the personal leave day. Additional personal leave which will be deducted from sick leave may be granted to individual employees in extenuating circumstances by the Superintendent of Schools or designee.

ARTICLE XII

BEREAVEMENT AND COURT ATTENDANCE LEAVE

- A. **Relative:** Leave without loss of pay up to five (5) days in the professional discretion of the administrator will be available for the death of a relative/cohabitant. If any other time is taken, it shall be with the permission of the Superintendent. Additional days shall be charged against the employee's sick leave. Leave without loss of pay to attend a funeral of a teacher or school employee, for not more than one (1) day, may be permitted with the consent of the Superintendent or his/her designee.
- B. **Court:** Leave without loss of pay is granted for court attendance when on school business or when subpoenaed.
- C. **Jury Duty:** Within reason, school employees are encouraged to fulfill their civic obligation in cases of jury duty.

ARTICLE XIII

SABBATICAL LEAVE

Members of the administrative staff who have served for seven (7) years as an Administrator may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for study or health according to the following provisions:

- A. **Application:** Applicants must file with the Superintendent of Schools a statement of definite purpose for which leave of absence is desired. For sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued. Sabbatical leave for health reasons specifically excludes maternity and requires recommendation of the school physician and Superintendent.
- B. **Reports:** Persons granted sabbatical leave of absence for study are required to submit a report twice each semester to the Superintendent of Schools during such absence, indicating the extent

of the study or the nature of the courses taken at a university and the application of these to the work of the individual concerned. If such reports indicate the conditions of application for said sabbatical leave are not being met, the leave may be terminated by the Board at any time at the recommendation of the Superintendent.

- C. **Return Agreement:** Applicants must file with the Board a written agreement to remain in the service of the Board for two (2) years after the expiration of such leave, or in case of resignation within two (2) years, to refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of two (2) years shall bear to said period.
- D. **Duration:** Such leave shall be granted for one-half (½) or one (1) full year. An administrator taking leave shall not be eligible for another such leave until seven (7) years have expired after his return.
- E. **Salary:** An administrator on sabbatical leave will receive one-half (½) of contract salary for the length of leave.
- F. **Limit:** At any time, not more than two (2) of the professional staff regularly employed shall be on leave of absence. In case the number of applications shall exceed two (2), these principles shall be considered in making the selection:
 - 1. Length of service, preference being given to those longest in service.
 - 2. Distribution by schools, care being taken that the number from any school shall not be comparatively excessive.
 - 3. Nature of service, provision being made that the benefits of such leaves of absences shall be distributed as fairly as possible among all grade, high school and supervisory positions.
- G. **Salary Increments:** Regular annual salary increments shall be given for time of leave, the same as for regular service in the school.

- H. **Application:** Applications must be filed three (3) months (excluding July and August) prior to planned sabbatical leave. In unusual circumstances, a later application may be considered.
- I. Any major change of plans during the time of a sabbatical leave must have the approval of the Superintendent or salary payment may be discontinued immediately.
- J. The employee on leave will be eligible for his normal salary increments and fringe benefits. The Board will pay the normal retirement rate on the reduced salary.

ARTICLE XIV

PARENTAL LEAVE

A parental leave of absence without pay shall be granted to an administrator for the purpose of childbearing and/or child rearing as follows:

- A. **Female:** An administrator who is pregnant shall be entitled, upon request accompanied by a physician's certificate of pregnancy, to a parental leave beginning at any time between the commencement of her pregnancy and the birth of her child. This parental leave shall be granted for a maximum of one (1) year, unless an extension of one (1) year or less is requested by the administrator and granted by the Board. Said administrator shall notify the Superintendent in writing of her desire to take such leave, and except in case of emergency, should give notice at least sixty (60) working days prior to the date on which her leave is to begin. An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and has the approval of her physician. All or any portion of leave taken from work because of a medical disability connected with or resulting from her pregnancy may, at the administrator's option, be charged to her available sick leave.
- B. **Male:** A male administrator shall be entitled to a maximum of one (1) year parental leave to assist in rearing his child, who resides in his household, until the child is one (1) year of age,

unless an extension of one (1) year or less is requested by the administrator and granted by the Board. Said administrator shall notify the Superintendent in writing of his desire to take such leave, and except in case of emergency, should give such notice at least sixty (60) working days prior to the date on which his leave is to begin.

- C. **Adoption:** An administrator adopting a child shall be entitled, upon request, to a maximum leave of one (1) year to commence at any time during the first year after adopting said infant child, provided sixty (60) working days notice is given prior to commencement of leave.

An administrator who is granted a parental leave of absence pursuant to the above shall have the following re-employment rights:

1. **Return from Leave:** Within ninety (90) days after notifying the Superintendent of his/her desire to return from parental leave, the administrator shall be assigned to an available position within his/her tenure area. Should there be no available position, the administrator would have all rights under Section 2510, subdivision 3 of the N.Y.S. Education Law, as same may be amended.
2. **Salary:** Such administrator will not receive a raise under the salary provisions of this Agreement if he/she did not work at least ninety (90) workdays in the fiscal year preceding their return to work. If the administrator's service exceeds ninety (90) working days, in the preceding fiscal year, the administrator will receive a salary increase under the appropriate provision of Article VII hereof.
3. **Insurance:** While on leave the administrator shall have the option to remain an active participant in the Elmira City School District Self-Funded Insurance Plan by contributing the full cost of the premiums for his/her selected program.

ARTICLE XV

INSURANCE ANNUITY PLAN

- A. The Board agrees that in accordance with Section 3109 of the N.Y.S. Education Law, it will enter into an agreement with any employee to reduce the annual salary of such employee for the purpose of purchasing an annuity for such employee which qualifies under Paragraph 403-b of the Internal Revenue Code of 1954. For each year of this Agreement, requests for such agreement must be made by the employee between September 1 and October 11, or between January 1 and January 17 of the appropriate year.
- B. The arrangement shall be in such form as counsel for the Board deems necessary to comply with the provisions of the N.Y.S. Education Law and the Internal Revenue Code as the same may from time to time be amended.

ARTICLE XVI

HEALTH INSURANCE

Any administrator appointed after July 1, 1999, and who is new to the District and otherwise did not participate in the Health Insurance Program offered by the District will be offered only the Paid Provider Option B Component of the District's Self Insured Health Program. Any administrator appointed prior to July 1, 1999 shall have the option of choosing between the Indemnity Plan or the current "Paid Provider Option ("A" or "B").

- A. **Employee Contribution:** Effective July 1, 2002, the employee contribution shall be 20% of the Premium Equivalent for an Individual or Family Plan as elected yearly with rates appropriate to each level as established by the Board of Education. All employees eligible to participate in the District's Health Plan must pay the employee contribution. Unit members must participate in the Plan. In the event of the death of the insured employee, the family/spouse of the employee will be able to continue health insurance with the District by paying the same percent of the applicable premium as the insured paid.

B. The employee contribution will be prorated and deducted from each paycheck. For unit members the payment will be made utilizing the District's Insurance Premium Payment Account (Section 125-IRS Code). A written election must be submitted to the District Business Office in the month of June, in accordance with the Health Plan Document, or when an individual first becomes eligible to make an election if the employee does not want to utilize the Premium Payment Account.

C. Prescription Drug Co-pay: For each year of the contract, Maintenance Drugs may be obtained either locally or by mail order and are available for up to a 90-day supply.

The co-pay for every prescription filled will be as follows:

1. Generic: \$8.00 locally filled; \$5.00 by mail order
2. Brand Name Pharmaceutical: \$15.00 locally filled; \$10.00 by mail order
3. Non-Formulary Pharmaceutical: \$30.00
4. Brand Name Pharmaceutical, if a Generic Exists: \$30.00 (this co-payment will apply to prescriptions with "dispense as written").

D. Office Visits: Effective July 1, 2004, unit members will pay a \$10.00 co-pay with each office visit.

E. Major Medical: Effective January 1, 2006, the Health Plan's Major Medical Benefit will be amended as follows:

- The District will pay 80% of the major medical expenses incurred up to a total of \$5,000 each year and Plan Participants will pay 20% of said expenses. The co-insurance payments begin after the applicable deductible is satisfied. The deductible will be \$200 for individual coverage and \$400 for a family coverage.
- **Retirees:** The major medical coverage provided retirees will be changed as follows:
An "Rx" Card for retirees eligible for retiree health benefits will be provided by the District. The Rx Card coverage will allow retirees to purchase prescriptions with the discount available under the District Plan. The cost for each prescription will be processed if ordered from a participating local pharmacy, or from the District mail order plan, so as to require the

retiree to pay only the major medical deductible and 20% retiree portion of said expense, up to the major medical maximum for the Retiree Plan. The major medical deductible for the Retiree Plan shall apply for the payment of prescription drugs only.

- F. **Dental Plan:** Effective July 1, 2002, unit members shall be offered and shall receive the "New Preferred Dental Plan." This plan is as discussed by the Association and District representatives throughout negotiations and has been commonly referred to as the "Option B" Preferred Dental Plan. The coverage of this dental plan shall be as described in the Elmira City School District Self Insured Health And Dental Insurance Plan.
- G. Employees hired in the District prior to July 1, 1978 and who retire between July 1, 1993 and June 30, 2002 will receive paid health insurance premiums at 90% of the premium cost with the remaining 10% paid by the retiree.
- H. Unit members having at least ten (10) years of employment with the school district who retire on or after July 1, 2002 and who obtain a letter from the retirement system (NYTRS) stating that they have been approved for retirement benefits, will be eligible to continue in the District's retiree health plan at 80% of the appropriate premium equivalent with the remaining 20% paid by the retiree. When retired members of the association become eligible for Medicare, the retiree must elect participation in Medicare and the Retiree Plan will only provide benefits that are secondary to Medicare coverage.
- I. **Vision Plan:** Effective upon ratification of this 2010-2013 Agreement, the Plan document shall be amended to include individual coverage for the ESSAC member only of the POMCO/Elmira City School District Davis Vision Plan as sponsored by and administered on behalf of the employees of the Elmira City School District.
- J. **Well Child:** Effective upon ratification of this Agreement the Plan document shall be amended to include Well Child coverage as sponsored by and administered on behalf of the employees of the Elmira City School District.

- K. Members who elect to retire during the term of this contract July 1, 2010 through June 30, 2013 will be offered the opportunity to join the Unified District Plan if and when a new plan has been approved by ESSAC and pay the applicable percent of premium(s) for the chosen coverage.

ARTICLE XVII

PAYROLL DEDUCTIONS

A payroll deduction plan for tax sheltered annuities, all professional association dues and direct deposit of salary shall be implemented by the Board of Education for each administrator so requesting. When authorized, the District will make payment of TSA's basis within four (4) work days of payday. Employees may designate one account at any one bank which is federally insured for direct deposit of payroll check.

ARTICLE XVIII

VACATION AND HOLIDAYS

- A. **Accrual:** For all Administrators hired after July 1, 2007: Employees will begin to earn vacation time at the rate of two (2) vacation days per full month of service and may use those days as they are earned. Non-tenured ESSAC employees will take vacation on days that school is not in session for children. Exceptions can be granted by the Superintendent.
- B. **Accrual:** For all Administrators hired before July 1, 2007: On July 1, 2007 these administrators shall be awarded the 23 days of vacation earned during the 2006-07 school year. On July 1, 2008 and on July 1 thereafter, these administrators will be awarded the 24 days of vacation earned during the previous year. Should a tenured Administrator desire to use vacation days when school is in session, it is a professional expectation that the Administrator will discuss vacation plans with the Superintendent/Designee.
- C. **Vacation Bank:** After July 1, 2010, employees can accrue up to thirty-five (35) days of unused vacation in a "Vacation Bank". Up to seven (7) unused vacation days per year may be used to

receive the daily pay rate and will be deducted from the number of accrued vacation days. Days which are placed in the bank may be withdrawn to use as vacation according to stipulations in sections A and B above.

- D. Unit members must use this vacation time no later than August 31 of the following year. Unit members must notify the business office of the number of days to be "banked or cashed-in" by June 30 of each year. Earned vacation days may be cashed in anytime during the year up to the limit of 7 days with 30 days written notice to the District Business Official. Unused, accumulated vacation and current year unused vacation shall be paid at the unit member's per diem rate when the administrator leaves District employment. If a unit member leaves District service within the year, his/her credit of vacation time will be prorated to the date the unit member leaves District employment.
- E. **Holidays:** Each unit member will receive fourteen (14) paid holidays per year as set in the school calendar.
- F. Upon submission of written notification of leaving employment of the District or notification to retire, the administrator shall have the option of reducing his/her vacation bank by cashing in their days in the bank at the per diem rate (1/240). Such notification may be submitted up to three (3) years prior to the intended date of retirement to the Superintendent of Schools.
- G. **Common Planning/Common Work Days:** Unit members shall meet on three (3) common planning days and five (5) common work days during the period June 30 to September 1. These days will be established collaboratively with the Unit President (E.S.S.A.C.) no later than January 10 of each calendar year. Participation in common planning days shall be mandatory activities unless excused by the Superintendent of Schools (or designee) due to extenuating circumstances.

ARTICLE XIX

ASSAULT ON ADMINISTRATOR

- A. To be eligible for Workers' Compensation or this Article, all accidents and injuries on the job, no matter how trivial they may seem, must be reported to the Business Office within fifteen (15) business days.
- B. Administrators will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent of Schools and commit the incident to writing within forty-eight (48) hours, except in extenuating circumstances.
- C. The Superintendent, or his/her representative, shall acknowledge to the administrator receipt of such report within forty-eight (48) hours or soon thereafter as may be possible. The administrator's report will be forwarded to the Board.
- D. If a physical assault on an administrator results in lost time, the administrator shall be paid in full for as long as the disability lasts up to a maximum period of one hundred and eighty (180) work days from the date of the assault. All paid absences under this Article shall not be deducted from accumulated sick leave to which such administrator may be entitled under this Agreement. The parties further agree that, if the administrator receives an award under Worker's Compensation, the District shall be reimbursed and/or receive an offset against the said award for the full amount of any monies paid under this Article. To be eligible for this benefit, the Association member must be examined by the District's physician, and the District's physician must certify that the bargaining unit member is physically unable to return to work. The District's obligation to a bargaining unit member who is physically assaulted on the job shall not exceed 100% of the bargaining unit member's salary. This calculation shall include any workers compensation benefits and/or disability insurance received by the bargaining unit member. For instance if a bargaining unit member earning gross wages of \$1500 per week received \$1,000 in workers

compensation benefits and \$250 per week in disability insurance, the District shall pay the bargaining unit member \$250 per week less regular withholdings and deductions.

- E. The District agrees to comply with Sections 3023 and 3028 (N.Y.S. Education Law), as the same shall be amended from time to time.

ARTICLE XX

EVALUATION

- A. Members of the E.S.S.A.C./S.A.A.N.Y.S. shall not be evaluated by members of other bargaining units.

- B. **Evaluations:** Unit members shall be evaluated annually in accordance with the following process:

1. Principals, Supervisors and the Director of Athletics will be evaluated by the Deputy Superintendent in consultation with the Superintendent. Assistant Principals and Assistant Supervisors will be evaluated by their immediate Supervisor. Newly hired Principals/Supervisors will meet with the Superintendent and/or the Deputy Superintendent within thirty (30) days of being hired to set goals for the upcoming year.
2. The evaluation period will cover performance between August 1 and July 30 each year.
3. The following will be completed by August 31 of each year:
 - i. Principals/Supervisors will meet with the Superintendent/Designee to review the previous year and set goals for the upcoming year.
 - ii. Assistant Principals/Assistant Supervisors will meet with their Supervisors to review the previous year and set goals for the upcoming year.
 - iii. Written evaluations of the previous year will be placed in the Personnel File by the appropriate Supervisor.
4. The administrator shall have the opportunity to read and sign same to acknowledge receipt and attach his/her written comments within ten (10) school days if desired.

5. Nothing contained in this Article precludes the Superintendent/Designee from meeting at any time with an administrator regarding job performance.
6. An administrator may grieve the failure of the District to comply with the procedures set forth in this Article. The substance of an evaluation made by the Superintendent or Director/Designee, however, is not grievable.
7. On or before July 1, 2011, a District/ESSAC committee appointed by each party will mutually agree upon evaluation instrument(s) and criteria to be used for assessment in the 2011-2012 school years for both non-tenured and tenured Administrators. The existing instrument will be used until a new instrument has been approved by both parties.
8. The instrument and criteria will remain in effect unless amended for subsequent years upon mutual agreement of the parties.

ARTICLE XXI

MEETINGS

The Superintendent/Designee and ESSAC President/ESSAC Board shall meet once per month between September and June and at such other times as they may mutually agree.

ARTICLE XXII

PERSONNEL FILE

A unit member shall be furnished a copy of material placed in his/her personnel file upon written request with 24 hours notice. A member shall be afforded the opportunity to affix his/her signature to any material placed in his/her personnel file. Such signature shall signify that the unit member has examined the material and does not necessarily indicate agreement. The unit member shall have the opportunity to respond and submit a written statement to the aforementioned material.

ARTICLE XXIII

100.11 PLAN FOR PARTICIPATION

ESSAC agrees that it and its membership will fully meet the requirements of the District's 100.11 Plan for Participation as currently approved by the Board of Education and as it may be amended from time to time.

"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."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY SCHOOL DISTRICT OF THE CITY
OF ELMIRA, NEW YORK

THE ELMIRA SCHOOL SUPERVISORY
AND ADMINISTRATIVE COUNCIL OF THE
SCHOOL ADMINISTRATORS
ASSOCIATION OF NEW YORK STATE

Dated: July 9, 2010

Dated: July 9, 2010

By: [Signature]

Joseph Hochreiter
Superintendent of Schools

By: [Signature]

Madge Larrimore
ESSAC President

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