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Contract Database Metadata Elements

Title: **East Hampton Union Free School District and East Hampton School Administrators Association (1998)**

Employer Name: **East Hampton Union Free School District**

Union: **East Hampton School Administrators Association**

Local:

Effective Date: **07/01/98**

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East Hampton Ufsd And East
Hampton Administrators Assn

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STIPULATION OF AGREEMENT made and entered into this 21st day of October, 1997 by and between the negotiators for the East Hampton Board of Education (the Board) and the East Hampton School Administrators' Association (the Association).

The parties have engaged in good faith negotiations to arrive at a successor to the July 1, 1995 - June 30, 1998 contract and are in agreement that the provisions of the prior contract will be carried forward for the period July 1, 1998 through June 30, 2001 except as modified below.

1. Article VI, Section 6.13 will reflect the currently stated annual increments for the years 1998-99, 1999-2000, 2000-2001.

2. An agency fee provision will be added to the contract as follows:

The Board of Education agrees to deduct an agency fee from the salaries on non-unit members. The amount of the agency fee will be the same as the annual membership dues for the Association, and they will be deducted and transmitted to the Association in the same manner as the annual membership dues.

The Association has adopted an Agency Fee refund procedure as required by law. (Copy attached.)

3. Article I, Section 1 will be amended by adding a new last sentence as follows:

No changes affecting salaries, fringe benefits or working conditions subject to collective bargaining will be made except consented to in writing by both parties.

4. Article VI, Section 6.10 The Board of Education shall contribute annually an amount up to \$1,500 for each member of the bargaining unit for the purpose of purchasing life insurance. Any unit member that was receiving a contribution that was greater than \$1,500 on October 1, 1997 shall be entitled to such greater contribution. The Board of Education shall not be obligated to contribute more than a total of \$15,000 annually for this benefit. If the cost should exceed an annual cost of \$15,000, the parties shall agree to modify the benefit so as to reduce the annual cost to the Board of Education.

5. Article II, Duration shall be amended to provide a duration of July 1, 1998 to June 30, 2001.

FOR THE BOARD by

Sharon A. Bacon
October 7, 1997

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

FOR THE ASSOCIATION by

Anthony J. Lomale
October 7, 1997

SEP 20 2000

EXECUTIVE DIRECTOR

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AGENCY FEE REFUND PROCEDURE

Any person making agency fee payments to the East Hampton Administrators' Association (the Association) in lieu of dues under agency shop provisions in the Association's Collective Bargaining Agreement, shall have the right to object to the expenditure of his/her portion of any part of any agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures by the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment.

Such objections shall be made, if at all, by the objector individually notifying the Association's President and Treasurer of his/her objection by registered or certified mail, during the period between September 1 - 15 of each year.

Appeals

If the objector is not satisfied with the decision of the President or the Treasurer an appeal may be taken by such person to the Association's Executive Board within thirty (30) days following such decision (receipt of such rebate or receipt of notice of such allocation). If the objector remains dissatisfied, he/she may file an appeal therefrom to the Association's affiliated body, CAS, by lodging the appeal with the President of CAS within thirty (30) days following receipt of the Executive Board decision which appeal shall be heard at the next regular meeting of the CAS Executive Board. The CAS Executive Board shall render a decision within thirty (30) days after hearing the appeal.

If he/she is dissatisfied with the action the objection may be submitted to the American Arbitration Association for final and binding resolution. The arbitration shall be conducted according to the labor arbitration rules of the American Arbitration Association. Costs for the arbitration shall be borne equally by the Association and the individual filing the appeal.

Between

THE BOARD OF EDUCATION

and

EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION

July 1, 1995 - June 30, 1998

PREAMBLE

The purpose of this agreement is to establish the terms and conditions of employment of the members of the bargaining unit represented by the East Hampton School Administrators' Association and to encourage and increase the effective and harmonious working relationships between the Board of Education and the administrative supervisory staff. These relationships can best be attained when characterized by mutual respect and understanding and it is toward this end that this written agreement is dedicated.

In entering into this agreement, it is understood that both parties have many responsibilities beyond those specifically contained herein; that the mutual aim and purpose of both parties is to provide the finest quality education for the children of the school district; and it is hoped that the provisions contained in this agreement will assist in the attainment of these aims and purposes. The Board of Education shall make every reasonable effort to avoid contractual or other agreements which unnecessarily limit the ability of the duly appointed administrators to perform their duties.

Article I

RECOGNITION

1. The Board of Education of the East Hampton Union Free School District recognizes the East Hampton School Administrators' Association as the exclusive representative for the purpose of collective negotiation.
2. The administrative personnel covered by this agreement shall include:
 - A. Building Principals and Assistant Principal(s)
 - B. District Director of Physical Education, Athletics and Recreation, School Business Administrator*, District Director of Special Education, District Director of Fine Arts, District Director of Math, Science and Computers, District Director of English Language Arts.

* For contract language, the title of Director will also include School Business Administrator

Article II

DURATION OF AGREEMENT

This agreement shall be in effect for three (3) school years commencing on July 1, 1995, and terminating on the 30th day of June, 1998.

Article III

RESPONSIBILITIES OF ADMINISTRATORS AND SUPERVISORS

Each member covered by this agreement shall perform the duties of his/her position under the supervision of the Superintendent of Schools.

Such duties shall be performed as may reasonably be required by the Superintendent of Schools for the efficient administration and supervision of the educational programs of the school district. These duties shall include directing, coordinating, planning, budgeting, and evaluating the educational programs as indicated below.

1. Building Principal shall be responsible for the total administration of the school in his/her charge. All employees assigned to the individual school are responsible to the Principal of that school.
2. Assistant Principal shall be responsible to the Principal and serves as acting principal in the absence of the Principal and carries out duties in the building as assigned by the Principal.

3. Directors of Subject/Program Area

Director of Subject/Program Area shall be responsible for the direction and supervision of a specific subject(s) or area on a K-12 basis. The director will work with individual principals for matters affecting that school and with the Superintendent of Schools in matters affecting more than one school or partnership district(s).

4. TERMS OF EMPLOYMENT

1. The administrators agree that participating in a reasonable number of programs and activities beyond the normal workday is a legitimate administrative responsibility.

Article IV

PROTECTION OF ADMINISTRATORS

- 4.01 The Board of Education shall provide legal assistance pursuant to the Public Officers Law for any person covered by this agreement who becomes involved in legal action as a result of the performance of his/her duties.

4.02 Full Information for Employees. A current copy of the policy book and regulations shall be provided to each administrator at the beginning of his employment, and replacement pages shall be supplied whenever amendments or additions are made.

4.03 Grievance Procedure. Any grievant has the right to be represented by the Association at all levels, if he so desires. Grievances pertaining to any claimed violation, misinterpretation, or inequitable application of the agreement, existing laws, rules regulations, or policies which relate to or involve the employee or group of employees shall be discussed and resolved informally with the building principals involved. The East Hampton Administrators' Association shall have the right to initiate any grievance.

A grievance shall be deemed waived unless it is submitted within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

If the matter cannot thus be settled to the satisfaction of the aggrieved party, he shall present his grievance in writing to the Superintendent with a copy to the president of the East Hampton Administrators' Association, if he so desires.

The President of the Board of Education shall fix date, time and place of hearing in executive session. Such hearing to be held not more than ten (10) school days after the actual receipt of the appeal by the Board President. Present at the executive session shall be the members of the Board, the aggrieved party, the administrative and supervisory personnel who have been involved in the grievance procedure, and a representative of the East Hampton Administrators' Association. The aggrieved party and the district shall have the right of legal representation at any and all stages of the grievance procedure.

The determination of the school board shall be issued within ten (10) school days and copies thereof provided to all participating parties.

In the event that the grievance concerns the interpretation of this contract and is still unresolved after the above stages, either party may make a written demand within ten (10) school days for arbitration to the American Arbitration Association in accordance with its rules and procedures. The cost of such arbitrator shall

be equally shared by the parties to this agreement. The decision shall be final and binding on both parties.

- 4.04 Negotiations. Proposals for a successor agreement between the parties shall be exchanged simultaneously at a collective bargaining meeting scheduled for that purpose to be held no later than the 1st day of February in the last year of this agreement.

The parties agree that negotiation proceedings be confidential except to the Association, the Board and the Superintendent or their designated representatives. The parties also agree that the scheduling of negotiation meetings will be arrived at cooperatively prior to impasse.

Article V

- 5.01 Length of School Year

A. The administrators' school year shall consist of twenty-one (21) work days beyond the teachers' work calendar the first year of this contract, twenty-three (23) work days beyond the teachers' work calendar the second year of this contract, and twenty-five (25) work days beyond the teachers' work calendar the third year of this contract.

Article VI

- 6.01 Leave Without Pay. Leave of absence without pay of up to two years may be granted to any administrator who joins the Peace Corps, VISTA, National Teachers Corps, the Armed Forces of the United States, or for participation in professional activity, child rearing, public service, holding of public office, elective or appointive. Upon returning from such leave, the administrator will be reinstated in his/her original position.

Except for child rearing, leaves of less than one full school year will be granted for urgent personal business only, as determined by the Board of Education. Administrators on leave must notify the district prior to May 1st regarding their intent to return to work the next school year.

Child rearing leave shall be without pay and shall begin immediately on termination of the sick leave and shall end on the last day of the semester in which the sick leave began or on any one of the three succeeding semesters as requested by the administrator.

6.02 Leave With Pay. This provision shall govern leaves to be considered by the Board of Education which are applied for during the term of this agreement. Leave of absence for a school year, one semester, or less at full pay may be granted, at the discretion of the Board of Education, for professional activities that will result in a benefit to the school system and/or the improvement of instruction. Any administrator who is on leave with pay is in the employ of the school district and will receive all the benefits of a regularly employed administrator.

6.03 Sick Leave. Sick leave of seventeen (17) days at full pay is automatic for all administrators, all unused sick leave being cumulative to a maximum of two hundred and ten (210) days. Extension of sick leave due to catastrophic illness will be granted to a maximum of 203 total days. The district shall notify staff yearly of accumulated sick day totals.

Whenever an administrator is absent from school and unable to perform his duty as the result of an accident or injury sustained while in the performance of his/her professional responsibilities, he will be paid his full salary less the amount of any workers' compensation payments or awards for the period of such absence. No part of such absence will be charged to his/her annual or accumulated sick leave. An administrator shall be compensated for loss or damage to personal property during the performance of their professional responsibilities in the employ of the East Hampton Union Free School District.

SICK LEAVE BANK

The Board will establish a Sick Leave Bank consisting of an initial one hundred (100) days. Additional days will be contributed by administrators until the fund accumulates two hundred and ten (210) days. Each administrator will give two days to the Sick Leave Bank per year, and the District will match the total amount donated. When one hundred (100) days have accumulated, twenty (20) days will be returned to the district.

The Sick Leave Bank is hereby established to be effective July 1, 1995, upon the signing of this Agreement and to be on the following basis:

A. Definitions:

1. Prolonged and continuous illness shall be defined as a disability causing an absence from work which commences after the effective

date of the Sick Leave Bank and extends beyond fifty (50) work days.

In no case will payment under this provision be made during the first fifty (50) work days of the disability unless hereinafter provided.

2. Doctor shall refer to a physician, doctor, osteopath, psychiatrist, or any other person duly licensed to prescribe medication or medical treatment.
3. Employee, as used in these procedures, includes all employees of the Board who are included in the bargaining unit for the Administrators' Association who are eligible for sick leave days and who have completed one year of service.
4. Work days shall mean days which the employee would have been scheduled to work except for disability.
5. Sick Bank Committee refers to the Committee comprised of the Superintendent, a Board designee, the President of the Administrators' Association, plus one additional member of the employee unit.
6. Decisions of the sick bank committee must be unanimous.

B. Exclusions:

1. Excluded from coverage under this Sick Leave Bank are those absences caused by intentional, self-inflicted injury of any kind, absence resulting from a normal pregnancy not resulting in a disability, or absence caused by alcoholism or drug addiction.
2. An employee who receives benefits by reason of this provision shall be obligated to refund to the Board of Education any recovery made by such employee for said disability from the employee's claim against an insurance policy (including Workmen's Compensation) to the extent that such recovery is specifically identified as a reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the employee under this provision. Upon such

refund, the Board of Education shall add the equivalent number of days to the Sick Leave Bank.

C. Establishment and Maintenance of Sick Leave Bank:

The Sick Leave Bank shall be maintained in the following manner:

1. Annual deduction shall be at the rate of two days per year from each administrator with the Board of Education matching the contributions for the days so deducted, and these total days deposited into the fund.
- 2a. The deduction/contribution aforementioned shall continue until the fund accumulates two-hundred and twenty (210) days. The use of the Sick Leave Bank shall at all times be restricted to the number of days actually accumulated, and remaining available in the Sick Leave Bank at the time an application is made by an eligible employee to draw upon the Sick Leave Bank. In the event that the Sick Leave Bank is reduced by the use thereof to a number of days less than one hundred and twenty (120) days, then at the commencement of the school year immediately following such event, and, if necessary, at the commencement of each succeeding school year, a further deduction of one (1) such day from the annual sick leave of each employee and one-half (1/2) day contribution from the Board shall be made until the fund is equal to or exceeds two hundred and ten (210) days.
- b. Upon completion of one year of service and at the commencement of the school year immediately following, new administrators' deduction/ contribution will be made on the basis of original deduction/contribution for all employees as follows: First year: three (3) days; Second year: two (2) days; Third year: one (1) day. The District shall contribute in the prescribed amount.
- c. At any time, and for any reason, an employee may contribute up to five (5) additional days in each school year, subject to the above-mentioned maximum days in the fund. The District shall not contribute for these days.

- d. The employee's normal annual accumulation of sick leave days, while utilizing the Sick Bank, shall be deposited into the fund on a prorated basis for each month of Sick Bank use up to a total of eleven (11) days per school year.
- e. Any administrator who has accumulated the maximum of two hundred and ten (210) sick days may contribute her/his annual allotment of days to the Sick Leave Bank without district contribution for these days.
- f. In addition, to and separate from the prescribed Establishment and Maintenance of the Sick Leave Bank, on July 1, 1995, ONLY an accumulation of sick days into the Sick Leave Bank shall be made on the following basis:

Any administrator who has accumulated the maximum of two hundred and ten (210) sick days will contribute his/her annual allotment of days to the Sick Leave Bank; the District will contribute one-half this number of days.

D. Eligibility

In order to be eligible to draw upon the Sick Leave Bank, an employee must:

- 1. Presently be suffering from a prolonged and continuous illness as defined herein.
- 2a. Submit a physician's written statement prior to the use of the Sick Leave Bank indicating the diagnosis, the date of the onset of the condition, advice of the doctor as to the need for leave, the starting date of absence, and the anticipated date of return to duty.
- b. The Board of Education, and/or the Sick Bank Committee may require additional medical statements from the attending doctor (as hereinbefore defined) at thirty (30) day intervals to maintain eligibility for the Sick Leave Bank.
- c. The Board of Education shall have the option of having the prolonged and continuous illness certified in writing by a doctor specified by the Board of Education.

3. Have satisfied the waiting period unless as otherwise herein provided.
4. Confidentiality of Sick Bank users shall be maintained at all times; information will be confined to the Sick Bank Committee and the Superintendent.

† E. Duration and Subsequent Use:

1. Independent of the duration of the prolonged and continuous illness, an employee who is eligible to draw on the Sick Leave Bank may do so until the following is met: Employee is eligible, as affirmed by the New York State Teachers' Retirement System, for a disability pension, or for a maximum period of twelve (12) months, whichever occurs first.
2. In the event an employee who has drawn upon the Sick Leave Bank returns to active duty, that employee shall not be precluded from drawing on the Sick Leave Bank for subsequent disability whether occasioned by the previous cause or a new cause provided that the subsequent disability continues for a period of fifty (50) work days as hereinbefore provided. If the subsequent disability is occasioned by the previous cause, the fifty (50) work day waiting period shall be covered by the Sick Leave Bank.

6.04 Personal Leave. Personal leave for illness in the family, court appearance, or urgent personal business may be granted by the Superintendent and charged to sick leave. In addition, up to five (5) days for death in the immediate family (employee's spouse, children, father, mother, father-in-law, mother-in-law, brother and sister). These days will not be charged to sick leave. Leave for jury duty and for subpoenaed court appearances will not be charged against sick leave. Two (2) unexplained personal days per year may be utilized. These days will also be charged to sick leave. It is understood that personal days will not be used for social or recreational purposes.

6.05 Professional Improvement Program. In order to maintain and improve the professional status of the administrators of the East Hampton School District, the Board of Education will review applications of administrators who wish to pursue advanced degrees and programs for professional improvement. In light of this, the Board of

Education agrees to the following programs for employees who have served a minimum of three years in the East Hampton School District.

A. Professional Advancement Options

With the approval of the Board of Education and the Superintendent, administrators will be eligible to work towards advanced degrees, certificates, or to increase their knowledge base: i.e., Masters Degree, Professional Diplomas, Doctoral Degrees, graduate studies. All advanced course work must clearly related to professional improvement and be offered by a college or university fully accredited by the New York State Education Department. Administrators enrolled in these courses will be reimbursed one hundred percent (100%) of tuition expense only.

B. Other professional advancement may include participation in professional improvement seminars and/or workshops offered by the National Association of Secondary School Principals (NASSP), the National Association of Elementary School Principals (NAESP), The American Association of School Administrators (AASA), the Government Finance Officers Association (GFOA), the Association of School Business Officials (ASBO), or the Association for Supervision and Curriculum Development (ASCD). Administrators participating in these seminars, workshops or professional advancement programs will be reimbursed one hundred percent (100%) of the seminar fee.

C. Total District-wide expenditures for the above purposes shall not exceed \$20,000.00 for any fiscal year. Upon successful completion of the approved course, the administrator will receive an annual stipend of \$500.00 taken in option A and \$200.00 for option B, above.

D. All coursework, advanced degree programs, professional seminars and any other professional improvement program must have PRIOR approval of the Superintendent of Schools and the Board of Education and cannot take place on school time for remuneration.

6.06 Tax-Sheltered Annuities. In accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954 as amended, the clerk of the school district is authorized to approve, on behalf of the Board of

Education, applications from employees for agreements with the school district for reductions in contract salary, the amount of such reductions to be remitted to the approved annuity program for application to a nonforfeitable annuity account, maintained under the terms of a contract or contracts qualifying for purposes of Section 403(b) issued by such present insurers and any others, as may, from time-to-time, be authorized. The above provisions shall be accessible for all qualified people on one of the following dates: September 31st, December 31st, May 31st.

6.07

Separation Leave

1. Reimbursement for accumulated sick leave shall be paid upon separation at the rate of one day's pay for every two days accumulated to a maximum of two hundred and ten (210) days for the first year of this contract; and notwithstanding the limitation in 6.03 two hundred and twenty (220) days for the second year of the contract; and two hundred and thirty (230) days for the third year of this contract. Accumulated sick leave shall be calculated on a daily rate based upon 1/200th of the administrator's annual salary, and these days shall not be paid in accordance with a case of discharge for cause.
2. Qualification for the leave: In order to qualify for the separation leave, the administrator must do the following:
 - A. Have been employed in the East Hampton Union Free School District on a full-time basis for ten (10) or more consecutive years at the departure.
 - B. In satisfaction of the aforesaid ten (10) year eligibility requirement, service as a fully certified administrator outside the District will be credited at the rate of one (1) year of East Hampton credit for every two (2) years of prior administrative service in another school district.
3. Any administrator who leaves the employment of the District will be entitled to payment of unused accumulated vacation days at the administrator's then current salary at the rate of 1/200th of his/her salary for each day.

4. The payment of separation leave will be made within seven days after the effective date of departure.

6.08 Health and Dental Insurance. The administrators will be included in the health and dental programs of the teachers.

6.09 Disability Insurance. The administrators will be included in disability insurance program of the teachers.

6.10 Life Insurance. The Board of Education shall maintain current CNA policies for present and future administrators with the express intent of the administrator having a paid-up policy at the time that the administrator retires. The school district shall not be obligated to spend more than \$15,000.00 in each year for this benefit unless the parties mutually agree to do so upon unusual circumstances (to be discussed to fulfill the purpose for which this was intended, i.e., a fully paid insurance plan).

6.11 In the event of the death of an administrator, while in the employ of the district, the administrators' estate will be remunerated for any unused sick days.

6.12 Professional Education Memberships. During each school year, the Board of Education shall pay up to \$500.00 per member for memberships in professional organizations.

6.13 Compensation and Related Matters. During the term of this contract, annual compensation for administrators shall be paid in accordance with the salary schedule listed below. Consecutive annual increments shall be granted as noted below:

Annual Increment

<u>1995-1996</u>	<u>1996-1997</u>	<u>1997-1998</u>
4%	4%	4%

The District maintains the right to negotiate the first year entrance salary, only, for new administrators. Thereafter, the bargaining unit increases shall apply.

Extra And/Or Curricular Work. Should the District be unable to fill, an extra and/or co-curricular position from the District's teaching staff, the association member will have the opportunity to apply and be employed therefore on the same terms as any teacher on the recommendation of the Superintendent and approved by the Board of Education.

Article VII

No Strike Pledge. The Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may hereafter be amended.

Article VIII

Legislative Action. Any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

Article IX


Management Rights. Except as to matters specifically provided for in this collective bargaining agreement, the School District reserves, to itself, the right to make any changes in policy, practices, or work rules after appropriate consultation with the Association provided that any such change does not violate law or appropriate regulations.

Article X

Consultation. The Superintendent is encouraged to share with the President of the association, or his designee, any proposals or suggestions which may impact on the ability of the administrators to carry out their responsibilities.

Date: _____

East Hampton School Administrators' Assoc.

 _____
East Hampton Union Free School District