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Title: **Jamesville-DeWitt Central School District and Jamesville-DeWitt Administrators Association (JDAA) (2010)**

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Union: **Jamesville-DeWitt Administrators Association (JDAA)**

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**AGREEMENT BETWEEN
THE SUPERINTENDENT OF SCHOOLS OF THE
JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT**

AND

**THE JAMESVILLE-DEWITT ADMINISTRATORS'
ASSOCIATION**

July 1, 2010 - through June 30, 2013

I. RECOGNITION

The Jamesville-DeWitt Central School District (the "District"), pursuant to the procedures outlined in Section 212, Article 14 of the Civil Service Law, hereby recognizes the Jamesville-DeWitt Administrators' Association (JDAA) as the sole and exclusive bargaining agent for the purposes of collective negotiations and the administration of grievances for the following administrative positions in the District, but excluding all other current positions and titles: Principals, Assistant Principals, Director of Pupil Personnel Services, Director of Health and Physical Education, Director of Curriculum and Instruction, Curriculum Coordinator, Assistant Director of Pupil Personnel Services. Without limiting the District's discretion concerning creation of new administrative positions, the Superintendent and the Association President will discuss the issue of inclusion or exclusion of any newly created administrative position. If the Superintendent and the Association President do not agree, the parties will be free to exercise their rights before PERB to determine the inclusion/exclusion issue.

II. DURATION OF AGREEMENT

The District and the JDAA agree that it is in their best interests to resolve all negotiations before June 30 of the year in which the existing agreement expires. In the event negotiations are not concluded by that date, the District agrees to continue all the terms and conditions of employment that are mandatory subjects of bargaining, as required by law.

III. SALARY

A. Salary Distribution

For the 2010-2011 school year, each member of the JDAA whose salary has not been set by the board, shall receive a salary increase of 3.5% on his/her 2009-10 base salary.

For 2011-2012 school year, each member of the JDAA whose salary has not been set by the board, shall receive a salary increase of 3.0% on his/her 2010-11 base salary.

For 2012-2013 school year, each member of the JDAA whose salary has not been set by the board, shall receive a salary increase of 2.75% on his/her 2011-12 base salary.

B. Stipends

1. Doctorate: \$1,576
2. CAS: \$975
3. Longevity: \$480 after 15 years of credited J-D service
\$480 after 20 years of credited J-D service
\$480 after 25 years of credited J-D service
\$480 after 30 years of credited J-D service
4. All stipend payments, once earned, become part of the base salary, beginning July 1, 2011.

C. Graduate Course Credit

Graduate course credit earned at an accredited college or university after the initial date of employment as an administrator at Jamesville-DeWitt will be compensated at the rate of \$120.00 per graduate hour for which graduate credit toward the GPA is awarded, to a maximum of 60 graduate hours per administrator. These payments will be included in base salary and will not be increased retroactively once applied to the base. Hours earned prior to July 1, 2000 are not eligible for compensation.

D. Payroll

1. The Board of Education has authorized bi-weekly payrolls.
2. Payroll savings plans through the credit union, savings bank deposits, savings bonds, and tax-sheltered annuities are available for personnel who are interested.

IV. INSURANCE

A. Health Insurance

1. Blue Cross/Blue Shield of Central New York will provide health insurance coverage for the Jamesville-DeWitt School District through the Cooperative Health Insurance Fund of Central New York. The plan adopted is Classic Blue Regionwide.

- a. The Major Medical Deductibles shall be:

Individual	\$100
Family	\$300

b. Prescription Drug Coverage will be provided via a three-tier co-payment structure as follows:

Tier 1- Generic	\$10
Tier 2- Preferred Brand	\$20
Tier 3- Non-preferred Brand	\$35

B. Premium

Administrators shall contribute 10% of the total health insurance premium.

C. Health Insurance Waiver and Reimbursement

Administrators will be allowed to either reduce or eliminate the health insurance coverage they were enrolled in effective July 1, 2001. New Administrators hired after July 1, 2001 will be allowed to either reduce or eliminate the health insurance coverage they would have been eligible for when hired. Eligibility for participation in the reimbursement plan will change only when the employee's status changes to qualify him/her for a family plan. The reimbursement will equal thirty-five (35%) of the plan premium each year, pro-rated for periods less than one year. Administrators must show proof of other health care coverage to elect this option.

Examples:

1. An Administrator eligible for a family plan who drops insurance coverage will be paid 35% of family premium total cost annually beginning in the 2001-2002 school year.
2. An Administrator eligible for a family plan [who] reduces insurance coverage from a family plan to an individual plan will be paid 35% of the difference between family and individual premium total cost annually beginning in the 2001-2002 school year.
3. An Administrator eligible for an individual plan who drops insurance coverage will be paid 35% of individual premium total cost annually beginning in the 2001-2002 school year.

The Administrator will be paid the appropriate amount bi-weekly, coincident with insurance deductions. The Administrator will have the right to return to coverage of the plan in one or the other of the following situations:

- a. At any time wherein the status of the employee and/or his/her family situation changes, e.g., divorce, birth, death, loss of insurance.
- b. During open enrollment periods.

D. Death Benefit

In the event an Administrator should die in service to the District, the dependent(s) shall have the health coverage continued under the same premium sharing arrangement for a period of twelve (12) months. At the end of the twelve (12) month period, the dependents shall have the option of remaining in the group plan by paying one hundred (100%) percent of the premium.

E. Dental Insurance

1. Dental Plan

The dental benefits provided shall be consistent with the Blue Cross/Blue Shield of CNY Prime Blue Schedule 31 Group Dental Plan and all associated riders in effect as of July 1, 2007.

2. Premium

For individual coverage, employee contributes ten (10%) of premium. For family coverage, employee contributes thirty-five (35%) percent of premium.

F. Life Insurance

1. \$100,000 Individual Whole Life - District contributes 1/3 of employee premium. Employee responsible for remainder and any fringe required on the District's contribution.

2. Group Term Insurance - District contributes 100% of the premium for Administrator life insurance.

a. Assured Life Insurance

(One times base annual compensation of the employee)

b. Assured Accidental Death and Dismemberment

(One times base annual compensation of the employee)

G. Income Protection

The District provides an income protection policy, which covers sixty percent (60%) of basic income after ninety (90) calendar days (about sixty working days) if totally disabled.

H. Insurance Policies

The Jamesville-DeWitt Central School District agrees to provide all Administrators, upon request, with updated copies of all District insurance policies listed in the administrative agreement.

I. HMO

The Jamesville-DeWitt School District will offer a Health Maintenance Organization (HMO) policy. The District will pay an amount equal to the dollar amount paid by the District for the individual/family Blue Cross/Blue Shield policy; however, this amount shall not exceed the total premium of the HMO.

J. Voluntary Flexible Spending Plan

The District shall establish a payroll reduction plan for bargaining unit employees pursuant to the Internal Revenue Service (IRS) Code (Sections 125 and 129).

K. Insurance for Part-Time Administrators

Insurance Eligibility

Those employees hired for at least half time service are eligible for insurance coverage and health insurance waiver and reinstatement. Those employees who are involuntarily reduced to less than half time, shall continue to receive insurance on the same premium sharing basis.

V. ADMINISTRATIVE ABSENCE

A. Sick Leave

Administrators are allowed fifteen (15) school days per year for personal illness or family illness and/or death in the family without loss of pay. This leave is cumulative to two hundred seventy (270) days.

B. Personal Days

Administrators are allowed three (3) personal days each school year. If unused, these days shall be converted to sick days and accumulated in the sick-leave category.

Administrators may elect to take $\frac{1}{2}$ (.5) days of personal leave.

Personal days are not allowable as an extension of a vacation.

Personal days are to be used to conduct personal business that cannot be transacted at another time.

If additional days are needed, a legitimate reason must be given to the Superintendent for approval.

Advance permission of the Superintendent or her/his designee is required before an Administrator may take a personal day on a Superintendent's conference day, except in cases of emergency.

Administrators must notify the Superintendent or her/his designee of their need for personal leave as soon as possible and normally at least two days in advance of the date of the leave, except in cases of emergency.

C. Leaves of Absence

Leaves of absence without pay may be granted to administrative staff members, upon the recommendation of the Superintendent, by the Board of Education. The application for such leaves should be made to the Superintendent. All leave applications should include the reason(s) for the leave and the expected dates of departure and return to work. Each application will be considered on the basis of the potential benefit to the applicant and District.

1. The beginning and ending dates of approved leaves of absence without pay shall coincide with the beginning and ending dates of semesters in the school year whenever possible.

2. All Administrators on approved unpaid leaves of absence shall only be eligible to participate in any insurance programs of the District, if (s)he pays the full monthly premium in advance or on a monthly basis except as otherwise provided under the Family and Medical Leave Act (FMLA) and as provided in the collective bargaining agreement for employees on disability.

Following the Board's action regarding each request, the staff member shall be notified in writing of the decision. Should the application be denied, the Board's reply shall include the reason(s) for the denial.

D. Extended Sick Leave

When accumulated sick leave is exhausted, an extension of such leave may be granted by the Superintendent. Requests for sick leave extension will be sent to the Superintendent and include an explanation of the nature of illness and an estimate of number of additional days needed. A physician's recommendation or statement may also be required.

Sick leave may be extended by the Superintendent when the nature and/or circumstances of the illness are such that the individual is unable to submit the request in the manner required above.

E. Parental Leave

1. A leave of absence without pay shall be granted, upon request, to an Administrator by the Board, upon the recommendation of the Superintendent, for the purpose of childbearing and/or child rearing, for a period not to exceed two (2) years.
2. An Administrator shall give reasonable notice to the District, in writing, that such leave is requested.
 - a. Thirty (30) days advance notice, whenever possible shall be considered reasonable notice in the event of adoption. The commencement date of the leave is to be immediately following notification of placement by the adoption agency.
 - b. Four (4) months advance notice, whenever possible shall be considered reasonable notice in the event of pregnancy, with the commencement date of the leave to be determined by mutual agreement of the Administrator and her physician.
3. The use of accumulated sick leave for disability related to pregnancy, as certified in writing by a physician, shall be granted to every pregnant Administrator for the purpose of reducing unpaid leave.

4. The return date may be revised by mutual agreement between Administrator and the Superintendent, or his/her designee.
5. For those granted a two (2) year parental leave, the Superintendent, at the conclusion of the first (1st) year, will request a statement of intent to return to the District. For those granted a leave of one (1) year or less, the Superintendent will request a statement of intent ninety (90) days prior to the end of parental leave.
6. During the unpaid portion of the leave, the Administrator shall only be eligible to participate in any insurance programs of the District, if (s)he pays the full monthly premium in advance on a monthly basis except as otherwise provided under the Family and Medical Leave Act (FMLA) and as provided in the collective bargaining agreement for employees on disability.

F. Sabbatical Leave

In order to improve the quality of education in the District, any member of the professional staff may apply for sabbatical leave. Sabbatical leaves may be granted for the following purposes:

1. Formal Study:

Applicants must describe the program of study to be undertaken, the objectives sought, and the methods to be used in attaining such objectives.

2. Independent Study:

Independent study and research - preferably under the auspices of recognized institutions, foundation, or agencies - may be considered under the same conditions that govern formal study applications.

3. Educational Experiences:

Unique educational experiences such as membership in the Peace Corps, serving as consultant for an educational institution or foreign country, and so forth may be sufficient basis for applying for a sabbatical leave.

4. Travel:

Planned educational travel will be regarded as a basis for sabbatical leave if it results in a significant contribution to professional growth by exposing the participant to new people, cultures, environments, and experiences.

Sabbatical leaves may be granted for a period of either one (1) year or one (1) semester to professional staff members who have worked for the school system for seven (7) years or for seven (7) years since their last sabbatical leave. In the event that the absence will be for a period longer than one (1) year (for example, the Peace Corps), longer leaves of absence may be granted.

Recipients of sabbatical leaves will receive half pay for one (1) year leave or half pay for a one (1) semester leave. While on sabbatical leave, there will be no forfeiture of retirement benefits, health insurance protection, tenure status, and normal benefits accorded other members of the professional staff.

Formal applications for a sabbatical leave shall be given to the Superintendent for his/her consideration, suggestion, and approval. The Board of Education will make the final decision on applications upon the recommendation of the Superintendent. Applications should contain the purpose for the leave, outline the major work areas, discuss how the leave will benefit the school system as well as the recipient, and the suggested dates for commencing and terminating the leave.

Applications should be submitted no later than the beginning of the semester prior to the suggested inauguration of the leave. Late applications may be submitted upon approval of the Superintendent. Decisions will be made within forty-five (45) days.

Recipients will be selected on the following basis: service seniority of applicants, the probable value of the leave to the school system and the recipient, the amount of administrative confusion caused by securing replacement, and the equitable selection of applicants from all levels of administrative responsibility.

Recipients of sabbatical leaves shall submit in writing interim progress reports on December 1 and/or May 1 to the Superintendent. A final report shall be submitted within thirty (30) days of the termination of the leave.

The recipients of a leave must agree in writing to remain in the Jamesville-DeWitt School District for a period of two (2) years following the termination of the leave. If (s)he voluntarily submits a resignation, effective before the expiration of the two (2) year period, (s)he shall be obligated to repay the portion of the stipend proportionate to the unexpired portion of the two (2) year period.

Special limitations or conditions:

No recipient shall engage in study or training for a profession other than education.

No sabbatical leave which appears to have as its sole or main purpose the completion of work for a masters degree or the attainment of requirements for renewal of state certification will be granted.

In the event that a sabbatical leave is combined with the appointment of an assistantship, fellowship or other form of financial remuneration, adjustment of the stipend may be recommended by the Superintendent so that the recipient's total income would not exceed his/her normal salary if (s)he had been working full time.

G. Absence for Religious Observance

It is agreed that Administrators will be allowed two (2) days for the observance of holy days, which occur while school is in session. If more than two (2) such holy days are to be observed in one (1) school year, then personal days may be used.

H. Transfer of Sick Days

1. Administrators hired from within the District may transfer all unused sick leave to their new sick leave account.
2. Administrators hired from outside the District may transfer up to 50% of their accumulated sick leave from the former place of employment. A minimum of 60 days will be granted to a new Administrator. Each fall, the accumulated days will be updated and a list published.

VI. VACATION

A. Twelve-Month Administrators

1. Twelve-month Administrators will earn 25 vacation days during the school year. Vacation days will be credited using the following formula: three (3) days for the first month (July) and two (2) days for each remaining month of the year ending June 30. Vacation days may be accrued from one year to the next, but the total number of days used may not exceed thirty (30) in any school year. No more than 5 vacation days may be taken when school is in session without the permission of the Superintendent of Schools.

During the 2010 – 2011 school year, each twelve-month administrator will have the option to “buy back” five unused vacation days at the administrator's per diem rate. During the 2011-12 school year, each twelve-month administrator will have the option to “buy back” six unused vacation days at the administrator's per diem rate. During the 2012-13 school year, each twelve-month administrator will have the option to “buy back” seven unused vacation days at the administrator's per diem rate. An absence report must be filed with the district office at the end of each

month. Documentation must be provided that the administrator has the unused vacation time available.

2. Twelve-month Administrators will be paid for fourteen (14) holidays. The Superintendent will consult with the Association President prior to designating these days each year and said designation will occur prior to June 30 each year.

B. Eleven-Month Administrators

Eleven-month Administrators, in addition to scheduled school holidays (as established in the District calendar), earn an additional twenty (20) vacation days. The vacation days are earned at a rate of one and two-thirds ($1 \frac{2}{3}$) days per month from July 1 through June 30, to be used between June 30 and Labor Day.

C. Vacation Payments Upon Retirement or Resignation

When an Administrator retires or resigns from the Jamesville-DeWitt School District, (s)he will receive a payment at his/her per diem rate for each day of unused vacation time up to a maximum of thirty (30) days. Per Diem shall be defined as $\frac{1}{220}$ th of an Administrator's total salary if hired under VI B. Per Diem shall be defined as $\frac{1}{240}$ th of an Administrator's total salary if employed under VI A.

VII. JURY DUTY

The Board of Education believes that it is the responsibility of every citizen to serve on jury duty when called upon to do so under regular processes of jury selection. All District personnel called to serve on jury duty under the regular process of law may serve with no loss in pay from the District. An administrator who is selected for jury duty should notify the District Office regarding dates of absence.

VIII. FAMILY LEAVE ACT

An employee on FMLA leave shall be entitled to a continuation of benefits on the same basis as if (s) he were actively employed for up to twelve weeks (60 work days) per year (July 1 - June 30).

IX. EARLY RETIREMENT OPTION

A. Any Administrator of the Jamesville-DeWitt Central School District who meets the following eligibility requirements shall be entitled to the early retirement incentive (ERI) payment set forth below:

1. The Administrator must have completed at least ten (10) years of full-time service at Jamesville-DeWitt.
2. The Administrator must submit a letter of request for the ERI and a letter of resignation on or before February 1st immediately prior to the date on which the Administrator will retire. In the event of disability, the February 1st date shall be waived, but all other eligibility criteria must be met.
3. On the date of retirement, the Administrator must be eligible for a service retirement without penalty from the New York State Teacher's Retirement System, and the Administrator must retire within the first two years of meeting both state and local eligibility.

B. Payments

1. If the above requirements are met, the employee is entitled to fifty (50%) his/her final year's salary.
2. The salary is the total salary including, when applicable, all add-ons such as doctorate, longevity, etc.
3. The dollar amount shall be contributed by the employer on behalf of the administrator as a one-time non-elective employer contribution to a JDAA selected tax deferred annuity program able to accept employer contributions under Internal Revenue Code Section 403(b). Such contributions shall be made within 30 days of employee's retirement.

In the event the amount contributed by the employer on behalf of the employee should exceed the maximum exclusion allowance under the IRS rules, the monies above such amount shall be remitted to the employee as a cash payment within 30 days for those retirees whose membership date with the NYSTRS is prior to June 17, 1971.

If an administrator has a NYSTRS membership date subsequent to June 16, 1971 the employer will remit any excess over the limit in January of the year following retirement to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code. Any excess of that amount should be remitted as a cash payment.

X. SENIORITY BENEFIT

A. Benefit

Twenty (20%) percent increase over base salary one time only, in school year selected by the Administrator. Base salary is the total salary including all add-ons.

B. Eligibility

Twenty (20) years of teaching and/or administrative service, ten (10) of which were in the Jamesville-DeWitt District.

C. Notification

By February 1st prior to the school year in which the increase is to be effective.

D. Restrictions

1. The year following the exercise of this benefit, the Administrator's salary shall be restored to the base salary previous to the 20% increase and shall remain at that figure thereafter.
2. Any Administrator exercising this benefit shall not be eligible for the early retirement option.

XI. LOCAL RETIREMENT BENEFIT

(Eligibility requirement - ten (10) years of service at Jamesville-DeWitt)

- A. The District shall continue the same premium-sharing arrangement for individual and family health insurance coverage of Administrators who retire, under the NYS Teachers' Retirement System, with at least ten (10) years of District service. When a retiree dies, the surviving dependent(s) shall have the family health coverage continued under the same premium-sharing arrangements for a period of six (6) months. At the end of the six-month period, the dependent(s) shall have the option of remaining in the group plan by paying 100% of the premium.
- B. When an administrator officially retires under the New York State Teacher's retirement system, the District will make a non-elective employer contribution on behalf of the employee to a JDAA selected tax deferred annuity program able to accept employer contributions under Internal Revenue Code 403(b).

The amount of such contribution shall be determined by the following formula:

Twenty five dollars (\$25) for each day of accumulated leave up to 200 days and fifty five (\$55) dollars for each day of accumulated leave between 201 and 270 days, inclusive. The total maximum amount will be \$8,850.

Effective July 1, 2007, Twenty five dollars (\$25) for each day of accumulated leave up to 200 days and sixty (\$60) dollars for each day of accumulated leave between 201 and 270 days, inclusive. The total maximum amount will be \$9,200.

Such payment shall be made during the month following retirement.

In the event the amount contributed by the employer on behalf of the employee should exceed the maximum exclusion allowance under IRS rules, the monies above such amount shall be remitted to the employee as a cash payment for those retirees whose membership date in the New York State Teacher's Retirement System is prior to June 17, 1971.

If an administrator has a Retirement System membership date subsequent to June 16, 1971, the employer will remit any excess over the limits in January of the year following retirement to the 403(b) program in accordance with the maximum amount permissible under the Internal revenue Code. Any excess of that amount may be remitted as a cash payment.

The District shall provide administrators access to the State of New York 457 Deferred Compensation Plan for the express purpose of allowing retiring employees the option of additional tax deferred savings which are beyond the limits of the 403(b) program.

XIII. AGENCY FEE

An agency fee shall be collected from non-union members of the bargaining unit.

XIV. GRIEVANCE PROCESS FOR ADMINISTRATORS

Definitions

Grievance – any claimed violation, misinterpretation or inequitable application of this agreement

Grievant – an employee in the bargaining unit or the Association

Supervisor – the administrator to whom the employee is directly responsible.

Superintendent – the Superintendent of schools or her/his designee

Day(s) – business days

Principles

A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

An employee shall have the right to be represented at any stage of the procedures by the Association or a person of his/her own choice.

Each party to a grievance is entitled to copies of all written statements and records pertaining to such case.

All hearings shall be confidential. The Association has the right to be present at any and all hearings.

Grievances must be submitted within ten (10) days after the Association or the aggrieved party knew of the events or conditions on which it is based.

Time limits may be extended by mutual consent of the grievant and the employer.

In the event a grievance affects the Association or a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent at Step 2 of the grievance procedure.

All written grievances shall include the name and position of the aggrieved party, the provision(s) of this agreement alleged to have been violated, the time when and place where the event(s) or condition(s) giving rise to the grievance occurred and the identity, if known, of the person responsible for such. A general statement of the nature of the grievance and the redress sought should also be included.

All decisions will be sent to the grievant, his/her representative, and the Association president.

Procedure

Step 1 – The grievant shall present the grievance to the supervisor orally and attempt to resolve the matter.

In the event the matter is not resolved to the grievant's satisfaction or the supervisor does not respond with ten (10) days after the grievance is orally presented, the grievance shall be committed to writing and presented to the supervisor.

The supervisor shall respond in writing to the grievance and render a decision within ten days of receipt by the written grievance.

Step 2 – Within five (5) days after the decision at Step 1, if the decision is not satisfactory to the grievant, the grievance may be appealed to the Superintendent of Schools. The Superintendent shall review the matter and render a decision within ten days of receipt of the appeal. Should either the grievant or the Superintendent request a meeting on the grievance, the meeting shall be scheduled within ten (10) days thereafter.

Step 3 – In the event that the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, he/she may appeal such to the Board of Education within ten (10) days of receipt of the Superintendent's decision.

The aggrieved party shall submit a written appeal or request for a hearing to the Board President. The Superintendent shall forward to the Board President the complete grievance record. The Board, if requested by the aggrieved party, will schedule a hearing during Executive Session within twenty (20) days of the request, at which the aggrieved party may be accompanied by Association representatives.

Should no hearing be requested, the Board shall render its decision within twenty (20) days of the receipt of the aggrieved party's written appeal.

Step 4 – In the event that the aggrieved party is not satisfied with the disposition of the grievance by the Board of Education, the matter may be submitted to final and binding

arbitration under the rules of the American Arbitration Association. No grievance shall go to arbitration without the consent of the Association. The Association shall submit the demand for arbitration within twenty (20) days of receipt of the Board of Education's decision. The costs for the arbitration shall be borne equally by the employer and the Association.

XV. PERSONNEL FILE

There shall be only one (1) official file, which shall be maintained by the Superintendent. An Administrator shall have the right, upon request, to review the entire contents of his/her file. An Administrator shall be entitled to have a personally selected representative accompany him/her during such review. The Administrator shall be notified in writing within five (5) working days of any material added to his/her file regarding job performance. All such material in the file must be signed and dated by the administrator. The administrator shall have five (5) working days from receipt of such material to examine, sign, date, and return it for filing. The Administrator shall have the right to respond in writing, for inclusion in the file, to any such item placed in the file.

XVI. ADMINISTRATOR EVALUATION

Tenured and nontenured Administrators will be evaluated on an annual basis by the Superintendent of Schools.

All written evaluations will be discussed with the administrator and signed by all parties before being placed in the personnel file.

XVII. ADMINISTRATOR EVALUATION PROCEDURE

See evaluation instrument.

XVIII. ADMINISTRATIVE VACANCY

Whenever a vacancy in an administrative position occurs, the Superintendent will discuss with the Administrators' Association the process to be used in filling the position. No candidate will be formally considered until such discussion has been held.

XIX. SEVERANCE PROVISIONS

Any administrator who is excessed by the District shall have his/her health insurance coverage continued under the same premium-sharing arrangements for a period of three (3) months, commencing the first (1st) of the month following layoff. At the end of the three (3)-month period, the excessed employee shall have the option of remaining in the group plan by paying one hundred (100%) percent of the premium for an additional nine (9) months unless (s)he is reemployed within the year and is eligible to participate in a group health plan with the new employer.

XX. SICK LEAVE BANK

All Administrators are eligible to participate in the District Sick Leave Bank. Each employee who wishes to participate shall contribute at least two (2) days of his/her sick leave to the bank using forms provided by the committee.

XXI. EMPLOYEE ASSISTANCE PROGRAM

The District shall provide, at no cost to the employee, an Employee Assistance Program (EAP) through which employees and their families may receive confidential assistance in evaluating and treating personal problems. Access to the EAP shall be by self-referral only. The operating procedures for the program shall be jointly determined and monitored by employee and employer representatives in accordance with the above-noted principles.

XXII. MILEAGE

All Association Members who are required to travel by personal vehicle for school business will be paid for mileage at the established IRS rate. This includes travel within the District for Members who are assigned District responsibilities at multiple work sites. Travel between home and District work sites will not be reimbursed. Applications for mileage reimbursement are subject to the approval of the Superintendent.

XXIII. ASSOCIATION RELEASE TIME

The Superintendent will grant release time to the President of the Association and/or his/her designee for Association business not to exceed four (4) days annually. If additional days are requested, the Superintendent will decide following discussion with the Association President.

XXIV. PROFESSIONAL DUES

The District will reimburse Administrators to a maximum of \$400.00 per fiscal year per Administrator for membership dues in approved professional organizations. The Association will have the right to recommend organizations to the Superintendent, but the Superintendent will decide on an approved list.

For the J-DAA

Paul Gasparini
J-DAA President

For the District

Alice Kendrick
Superintendent of Schools