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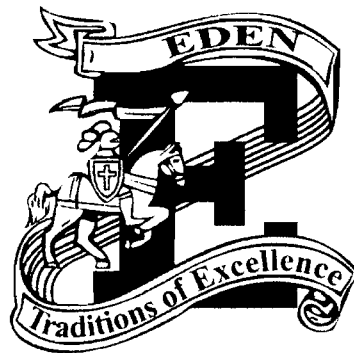
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AD / 4963

Eden Central School

CONTRACT OF EMPLOYMENT

EDEN ADMINISTRATIVE/SUPERVISORY ASSOCIATION



Embrace
Educate
Empower

JULY 1, 2009– JUNE 30, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 03 2009

ADMINISTRATION

2

**CONTRACT OF EMPLOYMENT
EDEN ADMINISTRATIVE/SUPERVISORY ASSOCIATION**

THIS AGREEMENT, entered into this **16th** day of September, 2009 between the Eden Central School District (hereinafter "**District**") and the Eden Administrative Supervisory Association (hereafter "**EASA**") shall take effect on **July 1, 2009** and continue in effect at least until **June 30, 2011** and thereafter until it is replaced by a new agreement negotiated between the parties.

1. RECOGNITION

1.1 Recognition

- 1.1.1 The Board of Education (hereinafter "**Board**") has recognized the Eden Administrative Supervisory Association as the sole and exclusive bargaining agent for all persons in the negotiating unit.
- 1.1.2 The Administrative/Supervisory Negotiating Unit shall include all professionally certified administrative personnel who are presently employed as members of the Eden Administrative Supervisory Association in compliance with Board of Education Policies 4110 (Administrative Personnel) and 4210 (Administrative Organization and Operation), and future personnel, after Board appointments, to probationary periods in the tenure areas of administration.
- 1.1.3 The recognition granted by the Board is hereby extended to the maximum period permitted by law.
- 1.1.4 Each position of employment shall be included within a negotiating unit established in accordance with the criteria set forth in Section 207 of the Civil Service Law: provided, however, that nothing herein contained shall authorize including the Chief School Officer or the Director of Finance, when the Director of Finance is a Civil Service employee, and casual and temporary employees within a negotiating unit.
- 1.1.5 Included in the EASA Unit are: Building Principals, Jr./Sr. High School Assistant Principal, Director of Pupil Personnel Services, Director of Curriculum and Instruction, and Director of Information Technology.

2. NEGOTIATIONS PROCEDURES

2.1 Negotiable Items

- 2.1.1 The District and the EASA shall negotiate in good faith the terms and conditions of employment.

2.2 Negotiating Committee

- 2.2.1 The negotiating committee for either the District or the EASA shall not exceed three members each; alternates may be designated by each respective organization.
- 2.2.2 Alternates will attend sessions only in absence of a regular member.
- 2.2.3 A quorum will consist of two representatives from each team.

2.3 Authority of Negotiators

- 2.3.1 While no final agreement shall be executed without final ratification by the Board and the EASA, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and reach compromise in the course of negotiations.

2.4 Sessions

- 2.4.1 The Chief Negotiator for each team will set up verbally by mutual consent of both parties, the date, time and place of meetings and agenda.
- 2.4.2 Meetings of the Committee shall be open only to members of the Negotiating Committee. Consultants may be present if prior notice is given to the other team.
- 2.4.3 Both parties shall furnish each other, upon reasonable request, all available public information pertinent to the items of the agenda.
- 2.4.4 As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing, dated, and initialed by the chief negotiator for each party, as a note-keeping device for the benefit of both parties but not for the purpose of binding either party. Such items will not become official or made public until all items under negotiation have been agreed upon and the entire agreement is accepted by a vote of the Board and the EASA members. The proposed agreement shall be reduced to writing and submitted to the Board and EASA for approval. Following approval by the Board and EASA membership, the Board shall take that action which is necessary to make the recommendation official.
- 2.4.5 If the parties fail to achieve agreement at least 60 days prior to the budget submission date, either party may request the State Public Employment Relations Board to assist the parties to effect a voluntary resolution of the dispute.
- 2.4.6 School district personnel may be utilized for secretarial assistance by mutual agreement of the representatives on the Negotiations Committee.

3. GRIEVANCE PROCEDURES

3.1 Purpose

- 3.1.1 It is the intent of the Eden Administrative and Supervisory Association to maintain a cooperative relationship with the Board of Education. However, a difference of opinion may arise in regards to the interpretation and/or application of this contract. This procedure has been established to resolve, equitably and informally, any alleged grievance by the member (s) of the Association at the lowest possible step.

3.2 The following definitions apply to this Article 3:

- a. **“Grievance”** is defined as a complaint by the member (s) of the Eden Administrative and Supervisory Association based upon any claimed violation, misinterpretation, misapplication or inequitable application of the provisions of this agreement.
- b. **“Chief School Officer”** shall refer to the Superintendent of Schools.

- c. **“Eden Administrative and Supervisory Association”** shall refer to the members belonging to this association as established in the bylaws; hereafter, such association shall be referred to as the EASA.
- d. **“Board of Education”** shall refer to the duly elected community representatives who comprise this body as established by law.
- e. **“Aggrieved Party”** shall refer to any member (s) of the EASA unit filing a grievance.
- f. **“Grievance Committee”** shall refer to the two members of the EASA duly elected to this committee. One alternate shall be elected to serve on this committee if the grievance involves one of its members.
- g. **“Work Day”** shall refer to any Monday to Friday, exclusive of legal holidays.
- h. **“Party Interest”** shall refer to any party named in a grievance who is not the aggrieved party.
- i. **“Informal Presentation”** shall refer to the oral presentation of a grievance by the aggrieved party to the Chief School Officer. It must be clearly stated that this item is an informal discussion of a grievance as outlined in Step 1.
- j. **“Formal Presentation”** shall refer to a signed, written presentation by the aggrieved party as outlined in Step 2 and 3.
- k. **“Arbitrator”** shall refer to any individual mutually acceptable to the Board and the EASA charged with the responsibility of rendering a decision as outlined in Step 4.

3.3 Step 1: Informal Presentation to the Chief School Officer

- 3.3.1 The aggrieved party presenting a grievance must initiate this procedure within 20 days of the date of the incident by following the subsequent procedures.
- 3.3.2 The aggrieved party must initiate this procedure by notifying the Chief School Officer of the grievance, by phone or in person and requesting a meeting for the purpose of informal discussion.
- 3.3.3 This meeting must be established within five (5) work days from the date of the request.
- 3.3.4 Discussion of the grievance may be denied by the aggrieved party prior to the established meeting.
- 3.3.5 All known aspects of the grievance must be discussed at this meeting to seek a solution, which is immediate and mutually acceptable.
- 3.3.6 A dated and signed memo of the meeting shall be prepared by the Chief School Officer and the aggrieved party containing the following information:
 - a. Members attending the meeting
 - b. Nature of the grievance
 - c. Decision of the Chief School Officer

- 3.3.7 Copies of the memo shall be directed to the aggrieved party, the EASA and one placed on file within five (5) working days following the meeting.

3.4 Step 2: Formal Presentation to the Chief School Officer

- 3.4.1 If the aggrieved party is not satisfied with the decision rendered at Step 1, a formal presentation must be made to the Chief School Officer within five (5) work days of the receipt of the memo as indicated in Step 1.
- 3.4.2 Formal presentation must be made in a signed statement to the Chief School Officer and include:
- a. The name (s) of the aggrieved party and the name (s) of the party of interest, if there will be a party of interest present.
 - b. Current date.
 - c. Details of the grievance citing specifically the alleged violation.
 - d. Date of the informal presentation.
- 3.4.3 A hearing shall be held by the Chief School Officer within five (5) work days following receipt of the formal grievance.
- 3.4.4 The party of interest may attend this meeting.
- 3.4.5 Within five (5) work days following the meeting, the Chief School Officer must render a decision in writing to the aggrieved party, EASA, and place one on file.

3.5 Step 3: Appeal to the Board of Education

- 3.5.1 If the aggrieved party and the EASA are not in accord with the decision rendered in Step 2, the Grievance Committee or EASA must file an appeal in writing with the Board of Education within ten (10) work days following receipt of the decision at Step 2.
- 3.5.2 Notice of signed appeal must contain:
- a. Name (s) of the aggrieved party.
 - b. Current Date.
 - c. Details of the grievance citing specifically the alleged violation.
 - d. Dates of the presentation at Steps 1 and 2.
- 3.5.3 Grievance records shall be provided to the Board of Education by the Chief School Officer.
- 3.5.4 Board of Education shall hold a hearing on the grievance in executive session within twenty (20) days following receipt of the appeal.
- 3.5.5 Within five (5) work days following the hearing, the Board of Education shall render a decision in writing to the EASA and place one on file.

3.6 Step 4: Arbitration

- 3.6.1 If the EASA is not in agreement with the decision rendered at Step 3, the EASA may submit the grievance to arbitration by written notice to the Board of Education within five (5) work days following receipt of the decision at Step 3.
- 3.6.2 Within ten (10) work days, the duly authorized representative (s) of the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievances and secure the services of said arbitrator.
- 3.6.3 The arbitrator shall review the grievance and render his decision in writing to the Board of Education and the EASA. The decision is advisory and not binding on either party.
- 3.6.4 All expenses incurred by the arbitrator shall be paid equally and jointly by the Board of Education and the EASA.

3.7 Other Guidelines for the Implementation of the Procedure

- 3.7.1 No coercion, restraint, discrimination or reprisal of any kind shall be used by or against any participant in this procedure.
- 3.7.2 The Grievance Committee may pursue any grievance for and with the permission of the aggrieved party.
- 3.7.3 Whenever possible, all procedures shall be conducted after the normal hours of employment.
- 3.7.4 The aggrieved party may be represented by counsel at any step beyond Step 1 of the grievance.
- 3.7.5 A grievance may be withdrawn at any step by a written confirmation of the aggrieved party.
- 3.7.6 Failure to render a decision within the specified time limits as set forth in each step without due reason shall automatically permit the institution at the next step as if a decision had been rendered. If any grievance is not submitted to the next available step within any such time limit, such grievance will be considered settled by the District's last answer. However, the District and the EASA may mutually agree in writing to modify any such time limit and consent to a modification must not be withheld unreasonable by either party.
- 3.7.7 If the grievance is decided in favor of the aggrieved party, any professional rights and/or compensation shall be restored in accordance with the decision.
- 3.7.8 The Superintendent shall be responsible for establishing and maintaining an official grievance file when Step 2 is initiated as stipulated in the grievance procedure. The grievance file shall be available for inspection and copying by the grievant, but shall not be deemed a public record.

4. LEAVES

4.1 Sick Leaves

- 4.1.1 Twelve-month administrators shall be entitled to sick leave at the rate of one day for each full month of employment, plus two additional days for each year of employment (14 days per year) for personal illness or physical disability; and provided further, that if any administrator does not use the full amount

of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total not in excess of 250 working days.

- 4.1.2 Accumulated sick time may be used for personal illness or illness in the immediate family. The immediate family, for the purpose of this paragraph, shall include a parent, child, husband, wife or any relative permanently residing in the personal household in which the administrator resides. Exceptions to this definition shall be permitted at the discretion of the Superintendent.
- 4.1.3 Whenever a member incurs an on-the-job injury necessitating absence from work, he shall receive the regular salary and fringe benefits to which he would be entitled during such absence for a maximum of one year from the date of injury without loss of accumulated sick leave, less any Workmen's Compensation benefits paid during the period of absence.
- 4.1.4 **Sick Leave Conversion** – Any member of the EASA who is qualified and has submitted his or her resignation to the Board of Education on or before December 31, to be effective July 1 of the following calendar year, for the purpose of retiring pursuant to the rules of the New York State Teachers Retirement System, may request the District to convert up to 240 days of sick leave accrued by him or her pursuant to Sections 4.1.1 and 4.1.2 of this Agreement to cash at the rate of \$55 for each said day for deposit to the member's 105(h) account to be used for the purchase of single or family health insurance coverage, or unreimbursed medical expense, as the case may be, through and consistent with the provisions of the District's group health insurance plan until such time as the funds so deposited have been depleted.
- 4.1.5 **Sick Leave Bank** – A sick leave bank (SLB) shall be established for use by any EASA member whose accumulated sick leave has been exhausted as a result of a personal long-term catastrophic illness or injury.
- a. **Review Committee** – A mutually representative committee shall be established to review and approve or disapprove requests for withdrawal from the bank, keep records of membership, and maintain an appropriate level of days (not to exceed 100 days) for use in the bank. The Review Committee shall require all members to contribute two (2) additional days whenever the Committee, as a whole, feels a need.
 - b. **Membership** – Membership in the Bank shall be available to all EASA members. New employees shall be eligible for membership after one year and one day of employment.
 - c. **Contributions** – Each eligible member shall initially contribute two (2) sick leave days from his/her sick leave accumulation. Thereafter, each eligible member must annually contribute one (1) day from his/her sick leave accumulation to maintain his/her membership. The form attached as Appendix F of the Agreement must be submitted to the Superintendent's office on or before October 1st of each year by each employee. When the SLB accumulation reaches 100 leave days, only new employees may contribute to the Bank during the school year. If the SLB falls below 50 days, the Bank will require contributions from all members not to exceed one (1) day from each member's accumulated sick leave. Where the number of days in the Bank exceeds 100 during a given year following such employee contributions, only the contributions required of new employees who wish to join the SLB will be accepted until such time as the balance again falls below 50. The District shall contribute 25 days to the bank effective February 17, 1999 as a one time only contribution.

- d. **Withdrawals** – Members may request a withdrawal from the Review Committee upon exhausting all leave accruals and upon having been absent due to a long-term catastrophic illness for at least thirty consecutive days, including the balance of their accumulated sick leave. Withdrawals may only be made in connection with a long-term illness or injury of a member and where the member's accumulated sick leave has been exhausted as a result of long-term illness or injury. This shall not include illness or injury of another member of a member's family or time taken to assist such other family members.

In the event a member is incapacitated and unable to request a withdrawal for himself, a member of the member's family or other duly authorized person acceptable to the Review Committee, may prepare a sick leave withdrawal request.

Each withdrawal request must be accompanied by a statement signed by a physician, confirming the nature of the illness and the anticipated duration of the disability.

A member may be requested to undergo medical review by a physician, selected by the Committee at the expense of the member. Failure to comply with such a request shall result in disapproval of the withdrawal.

A member shall not receive a withdrawal of more than twenty (20) days at one time. Additional leave requests may be made by a member after the twenty (20) day grant, but they must be resubmitted to the Committee for review.

The Committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by the member.

An employee's membership in the SLB shall terminate upon the employee's termination of employment, or a failure to contribute to the Bank as required. Any days contributed by the employee to this point shall remain the property of the Bank.

4.2 **Personal Days**

- 4.2.1 Each administrator will have available three (3) personal days without loss of pay per year. These days shall be granted with the approval of the Superintendent and shall be used for matters which are of a pressing and immediate nature and which cannot be taken care of during non-school hours during the months of September until June, except that Administrators may use one of the three personal days during July and August. At the end of each year, an administrator's unused personal days shall be added to his/her accumulated sick time.

4.3 **Other Leaves**

- 4.3.1 Upon recommendation of the Superintendent of Schools, the Board may authorize members to take leaves, with or without pay, not in excess of two years in length, for reasons of restoration of health or alleviation of hardship involving himself or his immediate family. Upon recommendation of the Superintendent of Schools, the Board may extend a previously approved leave of absence, with or without pay, but the total of any original leave and its extension, cannot exceed two years in length.
- 4.3.2 Members of the EASA shall be granted leave for jury duty and other services required by law or other governmental authority beyond the control of the individual and necessitating absence from duty. Such leave shall be without loss of pay and shall not be deducted from sick leave upon the condition that

during such service, the member shall be required, when feasible, to perform the duties of his position. These leaves must be approved in advance by the Superintendent of Schools and must not exceed one month in duration.

- 4.3.3 In cases of death in immediate personal or spouse's families, members shall be allowed four (4) consecutive days without loss of pay or sick leave days.
- 4.3.4 All provisions of the teachers' contract related to leaves not already stated in the EASA contract will be applied to the administrators.

4.4 Pregnancy and Child-Rearing Leave

- 4.4.1 As soon as an administrator becomes aware of the fact that she is pregnant, she will so notify the Superintendent's Office in writing. The notice will also state whether the administrator desires to be absent only during that period when her pregnancy disables her from administration or whether she desires to be absent for additional time for child-rearing leave. She will specify the time when she intends to return. The notice must be accompanied by a certificate from the administrator's physician, which attests to her pregnancy and states the expected date of delivery.
- 4.4.2 The administrator shall be on pregnancy leave from the date when her pregnancy first disables her from administration until the date after her pregnancy terminates when she is no longer disabled from administration. These dates must be attested to in a written certificate from the administrator's attending physician.
- 4.4.3 The administrator shall be on child-rearing leave (if she has so requested pursuant to paragraph 4.4.1 of this contract) from the day after the date on which her pregnancy leave ended until the beginning of the school year following the expiration of a two (2) year period, unless her request to return to duty sooner is approved by action of the Board.
- 4.4.4 When an administrator returns from a pregnancy or child-rearing leave, all benefits which she had accumulated on a time basis (e.g. sick leave) as of her last day prior to the first day of her leave shall be restored to her less any such benefits used during her leave.
- 4.4.5 An administrator who has adopted a pre-school age child shall be entitled to an adoption leave without pay, but if both adopting parents are employed by the District, only one of them shall be entitled to such a leave. As soon as the administrator has been accepted by an agency for adoption, he/she shall so notify the Superintendent's office in writing. The leave shall begin when a child has been placed in the administrator's home for adoption. The administrator shall notify the Superintendent's office in writing that a child has been so placed as soon as possible after the administrator is informed of the placement. The leave shall continue until the beginning of the school year following the expiration of a two (2) year period, unless the administrator's request to return to duty sooner is approved by action of the Board. When an administrator returns from an adoption leave, all benefits which the administrator had accumulated on time basis (e.g., sick leave) as of the administrator's last day prior to the first day of the administrator's leave shall be restored to the administrator.

5. SALARY

5.1 The salary of each member of the unit will increase over the previous year's salary, as follows:

POSITION	2009-2010	2010-2011
Jr./Sr. High Principal	\$3,833	\$3,814
Jr./Sr. High Asst. Principal	\$3,833	\$3,814
Elementary Principal	\$3,833	\$3,814
Elementary Principal (GLP)		\$3,814
Director of Curriculum	\$3,833	\$3,814
Director of Instructional Technology	\$3,833	\$3,814
Director of Pupil Personnel Services	\$3,833	\$3,814

5.2 Performance increments will be awarded for **successful employment**, as determined by the Superintendent of Schools, for administrators according to the following schedule:

3 years - \$1,500	12 years - \$1,500
6 years - \$1,500	15 years - \$1,500
9 years - \$1,500	18 years - \$1,500
21 years - \$1,500	

Increments are not retroactive and will commence on the anniversary of each administrator according to his/her date of hiring and such awards will become part of the base salary.

5.3 Any replacement for any present member of the negotiating unit will have his/her salary established by the Board of Education at the time of employment. Negotiations for such salary rest with the Board of Education and the candidate during the recruitment process.

5.4 The District, at the request of the individual administrator, and in accordance with state law, shall transfer an amount of salary annually, semi-annually, or monthly, said amount to be determined by the individual administrator, permitting the administrator to apply such amount (s) to the payment of premiums for insurance costs not covered by this agreement.

5.5 The District shall reimburse each member up to 50% for his/her graduate or inservice work per year upon prior approval for such work or completion of the graduate or inservice course (s). Reimbursement is limited to tuition and texts upon provision to the District of satisfactory proof of such expenses. Reimbursement is further limited per school year at a total expense not to exceed \$2,000.

6. OTHER BENEFITS

6.1 Vacation

6.1.1 Twelve-Month Employee Members of the bargaining unit shall be entitled to **25 days vacation per year** exclusive of holidays cited in the CSEA contract. Ten of these may be accumulated during the period of employment with the District. Such accumulated days may be carried over and may be used during any subsequent years of employment. In the event that a member of the Bargaining Unit has these ten (10) unused accumulated vacation leave at the time their employment with the District terminates, they shall be paid at the rate of 1/240th for each unused accumulated day up to ten (10) days.

6.2 Legal Protection

- 6.2.1 If any member of the EASA is sued as a result of any action taken by the administrator while acting in the discharge of official duties within the scope of the administrator's employment, the District will provide legal counsel to the extent required and permitted by New York State Law – Sections 3023, 3028, and 3811, to the members. The Superintendent shall be notified of such action within ten (10) days after the action is brought against the administrator.
- 6.2.2 All basic information about the administrator/supervisor with the exception of letters of reference, shall be filed in the Superintendent's office under the following circumstances:
- a. No material derogatory to an administrator/supervisor's conduct, service, character, or personality shall be placed in the files unless the administrator/supervisor has had an opportunity to read the material. The administrator/supervisor shall acknowledge that the administrator/supervisor has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read. Such signature does not necessarily indicate agreement with its contents.
 - b. The administrator/supervisor shall have the right to give a written, signed, and dated answer to any material filed and his/her answer shall be reviewed by the Superintendent and attached with its contents.
 - c. Upon request by the administrator/supervisor, he/she shall be given access to his/her file at the earliest possible convenience to the Superintendent. Files will not be taken from the Superintendent's office, nor will anything in the files be removed from them.
 - d. Upon receipt of written request, the administrator/supervisor shall be furnished a reproduction of his/her transcripts, any material which bears the administrator/supervisor signature, and any other material which the Superintendent makes available to the administrator/supervisor.
- 6.2.3 The evaluation of any member, not currently on tenure, during the probationary period shall include:
- a. A minimum of two yearly conferences, the first to be held prior to the end of the first semester.
 - b. Identification of areas of weaknesses and desired improvements are to be noted in writing with specific recommendations for improvement included by the evaluator.
- 6.2.4 Probationary appointments, continuation of employment, terminations, and tenure appointments will be in compliance with Chapter 468 and 469 of the Laws of 1975.
- 6.2.5 In addition, tenure not be granted at conclusion of probationary period or when services to be discontinued will follow the provisions of Section 3031, Education Law.
- 6.2.6 No position held by a member of the EASA will be eliminated without a minimum six (6) month prior notice in writing.

6.3 Mileage Allowance

- 6.3.1 A mileage allowance will be provided at the IRS mileage rate in effect July 1st of each year for the members who use their own vehicle in the performance of their duties.

6.4 Educational Conferences

6.4.1 The District shall reimburse a maximum of two members per year for attendance at a New York State educational conference. All reasonable expenses shall be 100% reimbursable, provided that funds for these conferences have been budgeted and approved by the Superintendent of Schools. All other conferences shall be reviewed on an individual basis.

6.5 Professional Memberships

6.5.1 The District will pay for the professional memberships of EASA members, provided that the amount shall not exceed \$700 per administrator per year. Funds for these expenses must be annually budgeted and approved by the Superintendent of Schools.

6.5.2 Other Expenses – The District shall provide each member of the Bargaining Unit with a laptop computer for their use. Such laptop computer shall be the property of the District and shall be returned to the District at the time they leave the employment of the District.

6.6 Health Insurance

6.6.1 Primary Plans- The District shall establish a group medical insurance plan that will be the “Primary Plan”. This plan will include prescription riders, which will be \$5/\$15/\$35, \$10 office visit co-pays.

6.6.2 Optional 105(h) Plans- The District shall also offer a lower cost coverage option.

6.6.3 Other Optional Plans- In addition to the primary plan and the 105H plan, the District shall offer the option of participating in the following plans provided that each employee shall be responsible for and pay 100% of the difference in the District’s cost between the following optional plans and the primary plan: 1) Traditional Plan; 2) PPO Plan; 3) (HMO) Original.

6.6.4 The hospitalization co-pay under all of the insurance programs offered by the District shall be \$0.00 to the employee. The District may meet this component of the coverage either by electing a hospitalization plan with no co-pay, or by elective coverage with a co-pay, which the District shall self-insure through payments to the affected employees pursuant to the Section 105(h) Plan. The District may make this election with respect to any one or more of the coverages offered under any one of the plans.

6.6.5 If a coverage provider changes or discontinues any coverage or any part of any coverage described in this Section 6.6, the District shall then offer the most comparable form of coverage available without incurring any additional expense, which shall be determined upon consultation with the Association.

6.6.6 Labor Management Oversight Committee – The parties agree to form a Labor Management Committee with the express charge of annually reviewing the insurance offerings of the District. The committee will meet as needed to review premiums, benefits, savings, 105(h) and 125 plans. The committee shall report to the bargaining teams of the respective parties. The parties must negotiate any changes/improvements in the 105(h) plan(s).

In the event federal or state law regarding the provision of group medical insurance changes during the term of this Agreement, the parties agree that Section 6.6 shall be reopened for further negotiations between parties.

6.6.7 District Premium Contribution and Payroll Deduction

- a. Members Employed Prior to July 1, 1999. The members of the EASA employed prior to July 1, 1999 shall be entitled to any health insurance plan being offered by the District to any of its employees. The District shall pay the full cost of coverage if the employee selects a plan under Sections 6.6.1 or 6.6.2, above. The employee who elects coverage under 6.6.3 will be required to pay any excess cost above the District’s cost of the related primary plan in 6.6.1.
- b. Members Employed On or After July 1, 1999 and Prior to July 1, 2005. Members of the EASA employed on or after July 1, 1999, but prior to July 1, 2005, shall be entitled to any insurance plan offered by the District to any of its employees. The District shall pay the following percentage amounts toward the premiums of coverage in a plan under Section 6.6.1 or 6.6.2, above – Single Plan 95%, Family Plan 90%. The employee who elects coverage under 6.6.3 will be required to pay any excess cost above the District’s cost of the related primary plan in 6.6.1.
- c. Members Employed On or After July 1, 2005. Members of the EASA employed after July 1, 2005 shall be entitled to any insurance plan being offered by the District to any of its employees. The District shall pay the following percentage amounts toward the premiums of coverage in a plan under Section 6.6.1 or 6.6.2, above – Single and Family Plan 90%. The employee who selects coverage under 6.6.3 will be required to pay any excess cost above the District’s cost of the related primary plan in 6.6.1.
- d. Members Employed On or After July 1, 2009. Members of the EASA employed after July 1, 2009 shall be entitled to any insurance plan being offered by the District to any of its employees. The District shall pay the following percentage amounts toward the premiums of coverage in a plan under Section 6.6.1 or 6.6.2, above – Single and Family Plan 85%. The employee who selects coverage under 6.6.3 will be required to pay any excess cost above the District’s cost of the related primary plan in 6.6.1.

6.6.8 The employee shall pay the amount of the monthly premium in excess of the District’s contribution by payroll deduction, for which the District will make available the Section 125 Plan, to the extent allowed by law and the Plan Document. (See paragraph 6.6.11)

6.6.9 Section 105(h) Plan.

- a. The District shall make available for all unit employees a medical reimbursement plan as defined in Section 105(h) of the Internal Revenue Code (the “105 (h) Plan”), the purpose of which shall be to reimburse an eligible member for health care expenses, including those of his/her spouse or dependents he may have, that are not covered by health insurance or HMO coverage. For each unit employee, the District shall make the following annual contributions:

School Year	Amount
2009-2010	\$300
2010-2011	\$300

The District shall make an additional one-time contribution of \$300 each of the two years covered by the contract.

Additional amounts will also be deposited into the 105(h) account for those employees who elect to change their health coverage to one of the lower cost HMO coverage options described in paragraph 6.6.2, above, utilizing the formula in 6.6.9(b), below, and those members who receive a payment for an in-hospital deductible under paragraph 6.6.4, above

- b. Each year, there shall be credited to an account under the 105(h) Plan for each eligible member electing one of the lower cost HMO coverage options under paragraph 6.6.2, above, an amount equal to one-half of the net savings. This amount, if any, shall be determined by the difference between the annual District contribution toward the premiums for the HMO plans offered under 6.6.1, above, for that year. The amount of benefits available to an eligible member at any time shall be the amount then credited to his account. The amount credited shall not exceed \$1,200 in any single year, except as provided in (d), below. Any amount that is credited to an eligible member's account for a period shall not be forfeited but shall continue to be credited to the eligible member's account for subsequent periods until used to reimburse the member for eligible expenses, or until the employee ceases employment. The District and the employee shall share the administrative charge equally.
- c. When an administrator separates service from the District for purposes of retirement, and there is a balance in that employee's 105(h) account, the retired employee may continue to submit non-reimbursed medical expenses to the account until the fund is exhausted. In the event of the employee's death, the remaining funds will be available for use by the employee's spouse or dependent children.
- d. The payment of an in-hospital deductible benefit, as described in paragraph 6.6.4, above, for any member, covered spouse or dependent shall be made by a payment into the member's 105(h) plan, but shall not otherwise reduce the account balance of the employee's 105(h) plan.
- e. A swipe card shall be made available for unit members to access their 105(h) plan benefits. The administrative fee for this service shall be at the employee's expense.
- f. The Administrator of the Section 105(h) plan for this Bargaining Unit shall be the same as the Administrator used to administer the ETA plan.

6.6.10 The administrators will be entitled to group optical insurance Option II of the Vision Care Program provided by Blue Cross of Western New York. The premium will be paid by the District.

6.6.11 **Section 125 Plan:** Following the agreement of the parties upon a provider and the contract with said provider, the District will make available an employee benefits plan pursuant to Section 125 of the U.S. Internal Revenue Code. The District will pay both the provider's fee for initiation of the plan and the membership fee of any administrator electing to participate.

7. EXTENSION OF BENEFITS

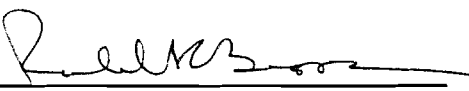
7.1.1 If this Agreement does not contain in its written provisions any benefits, privileges, or duties regarded as part of the Board Policy, those provisions not included shall continue in effect unless otherwise changed by future Board Policy or negotiations.

CONFORMITY TO LAW

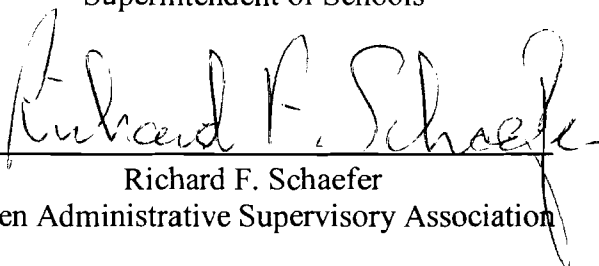
If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, all other provisions or application will continue in full force.

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 FUND THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

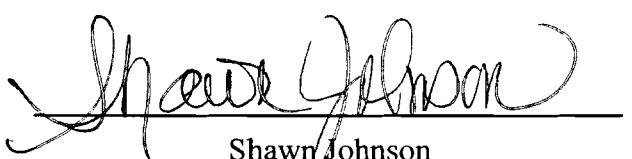
11/5/09
Date


Ronald K. Buggs
Superintendent of Schools

11/9/09
Date


Richard F. Schaefer
Eden Administrative Supervisory Association

11/10/09
Date


Shawn Johnson
Eden Administrative Supervisory Association

SICK LEAVE BANK PARTICIPATION FORM

I, _____ , desire to participate in the Sick
(print name)
Leave Bank Program and authorize the Personnel Office to deduct from my
accumulated sick leave _____ * sick day (s) which is (are) to be deposited in the
Eden Central School/EASA Sick Leave Bank.

Signature

Date

**Number required by Section 4.15*

OR

I, _____ , do not wish to participate in the
(print name)
Sick Leave Bank Program.

Signature

Date