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EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ONTEORA ADMINISTRATORS ASSOCIATION

AND

THE ONTEORA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

FOR THE PERIOD

JULY 1, 2011

through

JUNE 30, 2014

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ARTICLE I

RECOGNITION

The Superintendent hereby recognizes the Onteora Administrators' Association (hereinafter referred to as "OAA") as the exclusive and sole bargaining representative for the Building Principals, Assistant Principals, Director of Pupil Personnel Services and Director of Physical Education/Athletic Director/Health Coordinator/Dean of Students or individuals serving in such capacity.

ARTICLE II

RIGHTS OF THE ASSOCIATION

A. The OAA shall have the right to the use of offices or building facilities of the personnel of the OAA for the affairs of the OAA without prior approval, provided it does not interfere with normal school operation.

B.

1. Before eliminating or adding a position covered by this Agreement, the Superintendent shall first directly consult with the OAA so that their views may be expressed. After consultation with the OAA, the affected member shall be given notice in writing not less than 60 days prior to the time the employee's employment with the District is to terminate. If such notice is not provided, the employee shall be paid two months salary at a rate of 1/240th of their annual salary per day.

2. In the event an employee resigns from his/her position with the District, the employee will give written notification 30 calendar days prior to the effective date of the resignation. If such notice is not given, the employee shall forfeit any unused time accumulations that would otherwise result in a monetary payment to the employee.

C. Upon reasonable prior notice to the administration assigned by the District, the OAA may conduct meetings in District buildings at times which do not interfere with the instructional schedule and is subject to those Board regulations regarding the public use of buildings.

D. The OAA may distribute printed materials via inter-school mail and email.

E. The OAA President and Vice President or designee shall be granted an additional five days to be shared between them for the OAA assistance in implementing shared decision making, teacher mentoring and other mutually agreed upon work; provided, however, that up to 3 such days in the aggregate per school year may be utilized by the

OAA President or his/her designee(s) for OAA business. Such time off will be granted by the Superintendent or his/her designee.

ARTICLE III

NEGOTIATIONS PROCEDURES

A. Terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties and after ratification of those mutual agreement(s) by both the OAA and the District. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, exchanging relevant data within the time period set forth in paragraph B below. It is in the interest of both parties that the opportunity for mutual discussion be provided to interpret and/or clarify an article in this Agreement when the President of the O.A.A. and the Superintendent of Schools agree the substance of an article is unclear. Such interpretations and/or clarifications will be written in the form of a "Memorandum of Understanding" which becomes effective when agreed upon by both parties to the Agreement.

B. No later than January 15th, the parties will enter into good faith negotiations over a successor Agreement covering the following period.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the OAA and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

D. Unless the parties agree otherwise, there will be a two-hour limit for negotiation sessions.

ARTICLE IV

GRIEVANCE PROCEDURE

A. A "grievance" shall mean a complaint by the OAA that a member of the unit has experienced a situation in which there has been a violation, misinterpretation or inequitable application of any provision of this agreement.

B. A grievance, to be considered by the Superintendent and/or Board, must be filed in

writing with the Superintendent no later than thirty (30) working days after the employee knew or should have known of its occurrence.

C. The Superintendent shall meet and discuss the matter with the OAA, within ten (10) working days of receiving said grievance, and notify the grievant within ten (10) working days of his /her decision.

D. If the OAA is dissatisfied with the response of the Superintendent, and wishes review by the Board, the OAA shall file its appeal to the Board within five (5) working days after receipt of the Superintendent's response. Upon receipt, the Board shall process the grievance and notify the OAA of its decision within fifteen (15) working days.

E. Arbitration

1. If the grievance is not resolved at the Board Stage, the OAA may demand arbitration. Written notice of such demand shall be served by registered mail or in person upon both the Clerk of the District and the Superintendent of Schools within fifteen (15) calendar days after the decision of the Board is received. The notice shall include a brief statement of the issues involved and the grounds upon which the arbitration is based. The arbitrator shall limit his/her decision strictly to the application and interpretation of this agreement and shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement.

2. The District and the Association will attempt to agree upon an arbitrator or, failing such agreement, the Association may file a written demand for arbitration with the American Arbitration Association. Unless a written extension is granted by the Superintendent/BOE, a request for which shall not be unreasonably denied, a demand to AAA that is filed more than thirty (30) calendar days after receiving the decision of the Board of Education shall be considered untimely and shall not be processed to arbitration.

3. Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding..

4. Fees and expenses shall be borne equally by the District and the Association.

5. Miscellaneous: If, in the judgment of the OAA, a grievance affects any group within the administrative staff, the OAA may submit such grievance in writing to the Superintendent of Schools directly.

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ARTICLE V

ADMINISTRATIVE STAFF COMMUNICATIONS

The Onteora Administrators Association reserves the right to appoint a representative on any committee when other school employee associations are permitted to appoint.

ARTICLE VI

PROFESSIONAL DEVELOPMENT

A. Graduate Course Work

Administrators regularly employed by the district who have completed requirements for New York State SAS/SDA permanent certification or SBL/SDL professional certification and are taking additional graduate course work, will be granted tuition reimbursement up to $1500 per year, provided the course work is beneficial to the school system and approved in advance by the Superintendent.

B. Workshops/Conferences

Administrators regularly employed by the district who have completed requirements for New York State SAS/SDA permanent certification or SBL/SDL professional certification and are taking additional professional development work, will have conference fees covered, provided such fees are approved in advance by the Superintendent.

ARTICLE VII

WORK YEAR AND VACATIONS

A. Administrators will work the full calendar year and shall receive all legal holidays which apply to teaching and non-teaching employees.

B. Administrators who are tenured shall receive twenty-six (26) vacation days annually.

C. Administrators who are not tenured shall receive twenty-one (21) vacation days annually. The time or times of taking said vacation shall be mutually agreed upon between the Administrator and the Superintendent.

D. Effective July 1, 2011, each administrator shall be permitted to sell back up to ten (10) unused vacation days annually at the rate of 1/240th the salary. The cash back payment shall not be added to the base salary.

E. Vacation shall be deemed earned on a pro rated monthly basis. Upon separation from the District or death, the District shall pay an administrator for all unused vacation days at the rate of 1/240th.

ARTICLE VIII

FRINGE BENEFITS

A. HEALTH INSURANCE

1. The District shall continue to offer the DEHIC plan to administrators. Effective July 1, 2011, unit members shall contribute 11% towards the cost of individual, two person, and family health insurance premiums; effective July 1, 2012, unit members shall contribute 12% towards the cost of individual, two person, and family health insurance premiums and effective July 1, 2013, unit members shall contribute 15% towards the cost of individual, two person, and family health insurance premiums. Employees hired after December 6, 1999 must be regularly scheduled to work .75 of the work week to be eligible for a District contribution for health insurance benefits.

   Health insurance coverage shall be extended to domestic partners subject to the limitation and restrictions and eligibility requirements provided by the plan in which the employee participates.

2. Except as other wise provided in Section A below, it is agreed that members of the unit represented by the OAA for all regular administrative personnel may direct the District to remove themselves from health insurance coverage in exchange for a payout under the following rules:

   a. All selections and request for reinstatement shall be in writing.

   b. Employees electing to waive insurance coverage shall demonstrate to the satisfaction of the Business Office that they have adequate alternative coverage.

   c. Except for married couples both working for the District (see Section 4 below), employees opting to waive coverage and receive a payout in lieu of insurance shall be entitled to an annual payment as follows:

      $3,000 Family, $2,000 Individual.

   d. Employees withdrawing for a full year as of July 1st will be paid half the amount in December and half the amount in the following June.

Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro rata payment.

e. Any individual electing this option may revert to the plan of previous enrollment subject to the provisions of each individual plan.

3. Health Insurance buyout will be mandatory for District employees whose spouse is also a District employee. The employee opting out of family coverage will receive three thousand dollars ($3,000.00). The employee will not be eligible for individual coverage. Employees who withdraw after the start of the school year in September will receive pro rata payments.

   Employees withdrawing for a full year as of July 1st will be paid one third of the amount in December and the remaining two-thirds of the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro-rata payment.

4. Retirees and employees who become ineligible for the buyout because of death or divorce will be immediately reinstated to the district health insurance plan or HMO option. The reinstatement of the retiree or employee will cause the buyout to be prorated for that year.

B. Health insurance coverage for employees resigning at the end of the school year shall be terminated as of August 31st of that school year.

C. PAYROLL SAVINGS

Tax sheltered annuities are available for any administrative staff member upon request to the District prior to November 1st. Payments for these annuities shall constitute a reduction in salaries as authorized by the staff members and will be deductible automatically by the School District from each paycheck. The District will select one company to serve as forwarding agent. The District will offer an IRS Code Section 457 Plan. Such payments shall be made as an employer non-elective contribution to an IRS 403(b) non-elective tax sheltered annuity plan and/or a 457 plan within allowable IRS rules and limitations for the benefit of the administrator.

D. HEALTH INSURANCE – RETIREES

Upon retirement, the District will pay 100% (individual) and 50% (dependent coverage) of the premium cost of the health insurance plan for administrators who have been with the District for a minimum of five (5) years prior to retirement. In calculating the District's premium contribution toward family coverage, 100% of the premium costs for individual coverage would be added to 50% of the difference between family and individual coverage. For

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example, if the premium cost of the health insurance plan was $8,000 for an individual and $18,000 for a family plan, the District would pay $13,000 (the sum of the $8,000 payment for the individual plus $5,000, which is 50% of the $10,000 difference payment for the family).

E. SICK LEAVE

Twelve (12) month Administrators shall be granted eighteen (18) sick leave days per year for personal sick leave or immediate family illness, and be permitted to accumulate a total of 290 days. For the purpose of sick leave, immediate family shall be defined consistent with the Family and Medical Leave Act ("FMLA"). Unit members will have to fill out any forms for family illness use supplied by the district, and must state whether such absence is for personal illness or family illness. Each year, the eighteen (18) sick leave days will be credited to each returning unit member. Any unused sick days will be accumulated; however, accumulated sick leave may only be used for personal illness. Medical check-ups or annual physical examinations are not considered as "sick leave." Upon request, the District will provide a statement of the number of sick leave days credited to such unit member and the same shall be furnished orally or in writing at the unit member's election.

F. SICK LEAVE BANK

Administrators may be allowed to contribute up to two days from their accumulated sick leave to the Sick Leave Bank. Only contributing employees may be members of the Bank. The Bank shall be for use in cases of prolonged serious illness or injury after accumulated sick leave has been exhausted. There shall be automatic renewal when the Bank is exhausted and use by an individual is limited to sixty (60) days per school year. A committee of three administrators and three employees shall regulate withdrawals, additions and the general use.

G. PAYMENT FOR UNUSED SICK LEAVE

Any employee eligible for retirement shall be paid for unused sick leave days upon retirement from the District according to the following formula:

Payment for Unused Sick Leave upon Retirement:

Num. of Acc. Days	Payment Amount Per Day
0-75	$0
76-100	$53
101-125	$68

126-175	$88
176-200	$113
201-max 290	$116

H. BEREAVEMENT LEAVE

Association member will be permitted five (5) days emergency leave with pay, per occurrence, for death of husband, wife, domestic partner (as defined by the DEHIC) child, father, mother, sister, brother, step-parent, step-child and grandchildren. A maximum of three (3) emergency leave days per year with pay shall be granted for death of non-immediate family as follows: father-in-law, mother-in-law, sister-in-law, brother-in-law, and employee's grandparents, uncle and aunt. A maximum of three (3) emergency leave days per year with pay shall be granted for death of a domestic partner's (as defined by the DEHIC) father, mother, sister, or brother.

I. RELIGIOUS LEAVE

Up to three (3) non-cumulative religious leave days per year will be granted with full pay where absence from work is a tenet of the employee's faith and upon written request to the Superintendent of his/her designee at least ten (10) working days in advance of such leave.

J. SPECIAL LEAVE

Each administrator shall be granted three (3) days with pay for conducting personal business that can not be conducted at any other time. Special leave is not to be considered as vacation time. It implies that the situation warranting use of these days is considered to be more important than the professional's responsibility to the School District.

K. JURY DUTY AND LEAVE PURSUANT TO SUBPOENA

1. Absence from duties necessitated by subpoena of any court or any official body having the legal power to compel attendance shall not be charged to any form of leave and salary shall be paid in full. Where actions are brought against the District by OAA, this provision shall be limited to only those subpoenas which are necessary.

2. Any employee subpoenaed will be paid his/her regular salary while serving as a juror, provided that within five (5) business days of completing the jury assignment, the employee submits documentation from the court substantiating the absence.

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L. SERVICE LEAVE

Any regular employee requesting leave as a member of any armed forces will receive a leave of absence with full employment rights at the termination of such duty. This shall exclude voluntary service in excess of four (4) years.

1. They will be given one (1) year of service credit for each year in the Armed Forces. This service credit shall apply to all contractual and other employment provisions except seniority. Upon return from military duty, seniority accrual shall continue from the point at which the administrator commenced his/her leave.
2. A similar position to that left will be given to them upon return.

Regular employees who are duly qualified members of their reserved component of the Armed Services will receive, in addition to their normal vacation, a leave of absence consistent with New York State Military Law Section 242.

M. LEAVES OF ABSENCE

1. Parental Leave of Absence

An unpaid leave of absence shall be granted to an employee for the purpose of child rearing as follows:

An employee shall be entitled upon requests to a leave to begin within one year of delivery or adoption of a child. Said employee shall notify the Superintendent or his/her designee in writing of intent to take such leave and, except in case of an emergency, shall give such notice at least thirty (30) days prior to the date on which said leave is to begin.

Any employee, who is granted such leave of absence pursuant to Section 1 above, shall have the following re-employment rights:

a. An employee shall be returned to the same position or a similar position and within the employee's own areas upon sixty (60) days notice to the District of the intent to return. Said return shall be at the beginning of a semester unless by mutual agreement.

b. Child care leave of up to one (1) year shall be allowed to all employee's with rights to extend for one (1) year more.

c. Upon return to service an employee shall have restored the same benefits accrued at the time the leave commenced.

d. All employees on long term leave shall notify the District of their return no later than 60 days prior to the expiration of the leave.

2. Parental leave policies shall be consistent with current Federal and State Laws.

3. It shall be assumed that when leave is granted for a period of time as requested by the applicant for such leave, a mutual contract shall be deemed to exist between the District and the employee as to the time of leave.

   It is understood, however, that such mutual contract shall be open to review by the Board where undue hardship exists on behalf of the employee. An undue hardship shall include, but is not limited to, termination of pregnancy, death, or any other reason that would necessitate the employee returning to work.

N. OTHER LEAVES

Unit members receiving an academic honor for study or research shall be granted a leave of absence without pay for the term of such program, but not to exceed two (2) years. They shall be advanced on the salary schedule, as if they had remained in the District.

1. All members of the bargaining unit are eligible.
2. Leave granted on a full-time basis for up to one year. The District may extend for up to one additional year.
3. Purpose: Normally granted for academic honors, grants, research, academic or instructional programs, authorized plan approved by any corporate or governmental institution or medical leave (not subject to any other provision of this agreement). The Board may also grant leaves for any other reason specified herein. The decision of the Board shall be final.

O. GENERAL LEAVE NOTIFICATION

All employees on long term leave shall notify the District of their return not later than 60 days prior to the expiration of the leave.

P. HOLIDAYS

The following holidays are granted with pay, per school calendar for the duration of this contract: Fourth of July, Labor Day, Rosh Hashanah (provided

school is closed), Yom Kippur (provided school is closed), Columbus Day, Veteran's Day, Thanksgiving Day and the day following Thanksgiving Day (2 days), Christmas and the day following Christmas (2 days), New Year's Day, Martin Luther King Jr. Birthday, President's Day, Good Friday (Unless this day is needed to achieve the State minimum number of required student contact days) and Memorial Day.

Q. SNOW DAYS: Employees will not be expected to come to work when school is closed due to inclement weather. This implies adherence to project and report deadlines, and maintaining current work load. Employees will be accessible via phone or email.

R. WORKERS' COMPENSATION

In the event a unit member is injured while at work and Workers' Compensation covers the injury, the members shall receive, for the first seven (7) days of time lost from work due to such injury, the difference between the amount paid by Workers' Compensation and his/her regular salary. Thereafter, the District shall apply sick leave time to the extent of the employee's accumulation and current allotment of sick leave days. The District shall then be entitled to receive the advanced wage payment reimbursement from the Workers' Compensation insurer for all days for which sick leave have been paid. Upon receipt of the reimbursement from the Workers' Compensation insurer, the District shall reinstate sick leave days on a pro-rate basis (i.e.: the value of the reimbursement divided by the per diem rate of pay shall equal the percentage of sick leave).

S. Administrators will receive $300 each year for the life of the contract to be applied to the administrators benefit package to be used to offset the cost of disability insurance for the administrator, the balance to be paid by each individual administrator.

T. RETIREMENT INCENTIVE

Any member who: (a) has at least five (5) years of service as an administrator, within the Onteora School District; and (b) is eligible for retirement with the Teachers Retirement System (TRS), submits an irrevocable letter of resignation for retirement purposes to the Superintendent by December 1st of the school year in which the retirement is effective, the member shall receive a retirement incentive of $32,000.

The employee shall receive the retirement incentive payable within one month following the end of the school year in which the retirement is effective as an Employer non-elective contribution into an IRS 403(b) non-elective tax sheltered annuity plan and/or a 457 plan within the allowable IRS rules and limitation for the benefit of the retiring administrator.

U. WELFARE PLAN

The OAA will maintain membership in the OTA Benefit Trust provided participation is allowed. In the event that participation in the OTA Benefit Trust is not permitted, the District shall provide the dollar amount set forth below to members of the OAA for the purpose of purchasing benefits that were previously provided under the OTA Benefit Trust. The District will fund the OTA Benefit Trust plan for the OAA current membership at the greater of $1,563 or the dollar amount that the District pays on behalf of members of the OTA Bargaining Unit. In the event that this provision is deemed unenforceable in part, the offending portion shall be deemed stricken and the remaining portion shall survive.

The District shall make payments to the funds semi-annually; one-half on October 1st and one-half on December 15th, for the total amount.

V. CONFERENCES AND TRAVEL ALLOWANCE

1. Attendance at and participation in conferences, workshops, conventions, and similar meetings are a vital part of the professional person's development and progress in the field. All professional personnel should be encouraged to attend such meetings. However, requests for attendance must be filed with the Superintendent one month in advance, when possible.

2. The District shall pay all reasonable and necessary costs of rooms and meals. The cost of rooms shall be approved by the District in advance. Meal allowances shall be paid on appropriate receipts in amount not to exceed $50 per day, except when a conference is held in New York City, then $60 per day [inclusive of tip money].

3. To obtain reimbursement, participants shall procure the proper receipts and payment proofs to comply with the New York State Department of Audit and Control directives. Reimbursements for expenses shall be made upon presentation of such proofs of payments.

4. The mileage rate for use of private transportation will be the IRS mileage rate in effect as of July 1st of that contract year.

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ARTICLE IX

EVALUATION

This Agreement is contingent on the parties reaching an agreement over the mandatorily negotiable items related to the APPR as provided for in Education Law Section 3012-c. The terms of this Agreement will not take effect until such an agreement is reached.

ARTICLE X

ASSIGNMENTS & TRANSFERS

A. Notice of an involuntary transfer or reassignment for the following year shall be given to administrators when possible.

B. An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Superintendent at which time the administrator will be notified in writing of the reasons therefor. If a principal is reassigned to serve as a secondary principal, the parties agree to meet to determine whether a salary adjustment should be made.

ARTICLE XI

COMPENSATION

A. Annual salary percentage increases for members of the bargaining unit who worked during the previous school year are as follows: 2.0% commencing July 1, 2011, 2.0% commencing July 1, 2012, 2.0% commencing July 1, 2013.

B. Administrators hired on or before the date of this agreement, shall receive a $3,500.00 tenure payment immediately upon the achievement of tenure. This amount will become a permanent part of their salary.

C. The Summer stipends for the two Summer School Principal positions (Summer Prep School Principal and Summer Pre-K Principal) are at the rate of $2,750.

D. Longevity for administrative service with the Onteora Central School District shall be paid as follows, effective July 1, 2011:

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3 years	$500
5 years	$1000
7 years	$1500
10 years	$2000
15 years	$2500
20 years	$3000
25 years	$3500
30 years	$4000

Longevity shall not be cumulative, shall not be added to base pay and shall be paid based upon years of administrative service with the Onteora Central School District.

E. Effective with the 2006-2007 school year, administrators with a doctoral degree shall be paid an additional $2,000 per year.

F. Unit members who have prior service with the District as a teacher will carry over their accrued sick days as an Onteora employee.

ARTICLE XII

STIPENDED POSITIONS

A. The following positions may be appointed annually when a mutual agreement between the District and individual member at the minimum rates set forth:

- CIO For Student Management System Elementary/Technology $7,500
- CIO For Student Management System Secondary/Technology $7,500
- Coordinator of Elementary Education $4500
- Coordinator of Secondary Education $4,500

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in personnel policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the Association will have the right to be consulted on such items.

B. If any provision of this Agreement or any application of the Agreement to any administrative staff member or group of administrative staff members shall be found

contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

C. The Board of Education shall provide one copy of this Agreement to each administrative staff member employed for the school year covered by this agreement.

D. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIV

PERSONNEL FILES

A. All materials in the personnel folder shall be open to the scrutiny of the member, excepting letters of recommendation.

B. The member shall have the privilege and right to submit a written reply to any material in his/her personnel folder. His/her answer shall be reviewed by the Superintendent, then attached to the appropriate material and placed in the folder.

ARTICLE XV

Term of Agreement

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014.

ON BEHALF OF ASSOCIATION

BY: _____
President

DATE: 2-/21/12

ON BEHALF OF ONTEORA CENTRAL SCHOOL DISTRICT

BY: _____
Superintendent of Schools

DATE: 2/21/12