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Union: **Elmont Elementary Administrators Association**

Local:

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CONTRACT

between the

**ELMONT BOARD OF EDUCATION
ELMONT UNION FREE SCHOOL DISTRICT
NEW YORK**

and the

ELMONT ELEMENTARY ADMINISTRATORS' ASSOCIATION

JULY 1, 2009 - JUNE 30, 2012

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

MAR 28 2011

ADMINISTRATION

AGREEMENT between the Board of Education of Elmont Union Free School District (hereinafter called the "Board") and the Elmont Elementary Administrators Association (hereinafter called the "Association"), commencing July 1, 2009 and ending June 30, 2012.

W H E R E I N:

It is mutually agreed as follows:

ARTICLE I. RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the principals, is hereby recognized as the exclusive bargaining agent under the Taylor Law for the principals, assistant principals and coordinator of early childhood education for such period as is permissible by law.

B. No Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes.

ARTICLE II. ASSOCIATION REPRESENTATION AT MEETINGS

A. Meetings with the Superintendent: Association representatives may meet with the Superintendent bi-weekly (September through June).

B. Meetings with the Board of Education: Association representatives may meet with the Board of Education at least four times a year, with additional meetings upon request.

ARTICLE III. SALARIES, OTHER FINANCIAL BENEFITS, AND DUES CHECK-OFF

A. Salary: The salary of the professional staff is annexed hereto at Schedule "A".

B. Other Financial Benefits: Other financial benefits are annexed hereto at Schedule "B".

C. Dues Check-Off: (1) So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the Board shall deduct from the salary of members of the Association who submit dues check-off authorizations in writing to the Board, dues for the Association in an amount to be determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. (2) Should the Association change the rate of its membership dues, it shall give the Board thirty days notice prior to the effective date of such change. (3) The Association shall be permitted to make dues check-off cards available

through the schools. These cards, once filed with the Board shall be considered continuous authorization unless rescinded by an individual member in writing to the Board via the Superintendent's office, between September 1 and September 15, of any given year. The Association shall be so notified of such rescinding by September 20. (4) The Association waives all rights and claims against the Board for the monies so deducted and transmitted to the Association in accordance with their authorization and relieves the Board, its officers, agents and representatives from any liability therefor. (5) Upon the request of an individual member, the Board shall deduct from his salary, Nassau Educators Federal Credit Union loan and/or share payments.

- C. Agency Fee: Every member of the bargaining unit who is not a member of the Association shall, within 60 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be certified to the district by the Association, and shall be consistent with the requirements of law. The Association shall forward to the district a list of non-members and the sum of money to be deducted from each administrator's paycheck for the agency fee. Said amount shall be deducted from each administrator's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association. Not later than 30 days after receipt of a list of non-members, the district shall forward said amount to the Association. This provision shall remain effective for as long as agency fee is mandated by New York law.

ARTICLE IV. TERMS AND CONDITIONS OF EMPLOYMENT

A. School Calendar and Work Year: The school shall be as set forth in Schedule "C" annexed.

- i. The school work year for principals will be from ten weekdays prior to the opening of school through ten weekdays after the close of school. The Superintendent may reschedule up to five of the days worked prior to the opening of school and add them contiguously to the ten days worked immediately after the close of school, or vice versa, so long as notification of such change is given to the unit members no later than April 1 of the calendar year in question.

- ii. Principals and Assistant Principals will attend a professional development half day (9 am to 12:30 pm) in late August or at the end of their work year in July. This half day is in addition to their regular work year. Administrators shall attend twelve (12) hours of professional development as designated by the superintendent of schools during the school year beginning with the 2010-2011 school year.

- iii. Beginning with the 2010-2011 school year Principals will conduct six to eight hours of district-wide teacher workshops during the school year.

- iv. The principals will be subject to recall beyond the normal work year pursuant to past practice and/or bona fide need and shall be entitled to compensation therefor as follows: per diem payment based upon 1/220 of annual salary. Hourly payment shall be the per diem rate divided by seven.

v. Administrators, with permission of the Superintendent of Schools and based upon the needs of the District may work up to one (1) extra day during the summer at the per diem rate of pay.

B. Building Assignments: Specific building assignments of all principals employed for the following school year shall be announced no later than thirty days prior to the end of the previous school calendar year. In the event of any change of such assignment, either after this date or prior to the opening of school, the principal shall have the right to discuss such change prior to the assignment with the Superintendent. When transfer or reassignment of principals is necessary, volunteers may apply but will not necessarily be transferred or reassigned. A principal being considered for transfer or reassignment shall be notified at least thirty days prior to the termination of the school calendar year or the effective date of the reassignment.

C. Attendance at Board Meetings: The principal of the building hosting the Board meeting and any principal(s) with a specific role shall attend meetings of the Board of Education from September 1 through June 30. Should the Board change its policy of rotating meetings from building to building then the "host" principal shall be selected on a rotating basis by the Association.

D. Principal File: An official principal file compiled during said principal's employment in Elmont Union Free School District and maintained in the District Personnel Office shall be maintained under the following circumstances:

i. No material concerning a principal's conduct, service, health, character or personality shall be placed in the file unless the principal shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signified that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the principal refuses to so affix his/her signature, a notation shall be made on the file that the principal has been given the opportunity to read the material and has refused to affix his/her signature thereto.

ii. The principal shall have the right to answer any material filed and the answer shall be attached to the filed copy. It shall remain there as long as the original derogatory statement is part of the record.

iii. Upon request by the principal, he/she shall have the right to examine his/her file at reasonable intervals in the Personnel Office in the presence of the District Personnel Clerk.

iv. The principal shall have the right to reproduce any material in his/her file.

v. The Superintendent shall remove material from the files when a principal's claim that it is inaccurate or unfair is sustained by the Board, the Department of Education and/or court of law.

vi. No persons other than the principal's supervisors, the Board, or the Board's attorney or attorneys shall examine the principal's file.

vii. A principal's file shall not be removed from school premises except in compliance with legal process.

ARTICLE V. POLICY

A. Board Prerogative: The establishment of policy is the prerogative of the Board. However, in any case where policy is in conflict with the express terms of this agreement, the express terms of this agreement shall prevail.

B. Effectuation of Policy: All policy shall be effected on a consistent basis throughout the district.

C. Representation as to Certain Policies: The Board agrees that the following existing policies will not be changed, and shall remain "as is" during the life of this contract.

i. Sick Leave and Personal Leave

All full time principals are entitled to sixteen (16) days of sick leave per year with full pay, three of which may be used as personal days. Those employed less than the principal's full year shall be given a proportionate allowance. Sick and personal leave are not credited to those while on a leave of absence.

The unused sick leave in any one year accumulates to a total of two hundred forty (240) days. Those persons on leave do not forfeit their accumulated sick leave upon returning to Elmont Union Free School District.

Principals who become sick with mumps, measles, chicken pox and German measles contracted from exposure to children in the district, shall be granted sick leave for the duration of their illness without deduction from their sick leave.

Sick days may be used for personal illness, or illness in the immediate family. Immediate family shall be defined as spouse and children. Personal days may be used for critical business that cannot be attended to outside of school. It is expected that requests for personal leave will not entail, unless absolutely necessary or unavoidable, a day or days preceding or succeeding a weekend, vacation or holiday.

ii. Bereavement Days

Unit members shall be granted five (5) bereavement days annually for death in the family. For the purpose of this paragraph, family is defined as spouse, child, parent, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law.

iii. Extended Sick Leave

A pool of forty (40) days per school year (non-cumulative) is hereby established as extended sick leave, without salary deduction, for principals. Any principal, who has expended his/her

accumulated sick leave, shall be entitled to and receive extended sick leave, without salary deduction, not exceeding 20 days per school year from such pool upon meeting the following condition:

There is presented to the Board a certificate from a physician chosen by the District Medical Advisor, stating that the principal, as a result of serious illness or disability, is unable to perform his/her normal duties for at least thirty (30) calendar days, all or part of which runs beyond the last day of his/her accumulated sick leave, the days beyond the expended accumulated sick leave being deemed the extended sick leave.

iv. Maternity Leave

Principals shall inform the Superintendent, in writing, of pregnancy within three (3) months of the establishment of the fact. Such notice shall be supported by a physician's certificate. A principal shall not be required to withdraw from service or commence maternity leave as long as she is physically able to perform her duties. The foregoing does not preclude the district's right to require any person employed by the district to submit to a medical examination. An employee, in the event of pregnancy, is entitled to maternity leave without pay or salary increment, for a period not exceeding two (2) years from its effective date. When the principal is physically able to return to work, she shall submit a response to the district's official questionnaire, signed by her physician, to the Superintendent for approval by the District Medical Advisor. In the event that a leave would expire after the opening of school in September, the principal may be required to return to a different building assignment. This leave may be extended by mutual agreement of the Board and the principal until the beginning of the next immediate school year. A maternity leave once granted, shall be terminated within three months if the pregnancy is terminated or the child does not survive.

All provisions of a maternity leave shall apply to a maternal parent in the event of a legal adoption. The leave shall commence on the day the parent receives custody of the child.

v. Military Leave - Military leave without pay is granted with full reinstatement privileges at the appropriate step upon return at any time during the school year.

vi. Grievance Procedure - The parties hereto agree to the establishment of the following grievance procedures:

Definitions

(1) Principal shall mean any employee whose position requires certification for principal by the State Education Department.

(2) Chief Administrator shall mean the Superintendent.

(3) Representative shall mean the person or persons designated by the aggrieved principal to act in his/her behalf.

(4) Grievance shall mean any claimed violation of the terms of this agreement.

Basic Principles

(1) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

(2) A principal or principals shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

(3) A principal or principals shall have the right to be represented at any stage of the procedures by a person or persons of their own choice without cost to the district.

(4) The complainant shall have access to all written statements and records pertaining to such case.

(5) All hearings shall be confidential.

(6) It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures.

(7) Not more than three (3) representatives of a grievant shall participate in any stage of the Grievance Procedure.

(8) The Association shall have the right to be present at all steps of the Grievance Procedure which involve the interpretation and application of the agreement.

(9) A grievance shall be deemed to have been waived unless commenced within sixty (60) school days of the day the grievant became aware of, or should have become aware of, the condition giving rise to the grievance.

Procedures

Step I. a. The individual(s) who feels he/she has a grievance will discuss said with the Superintendent, and shall state to the Superintendent that the discussion constitutes step 1 of the Grievance Procedure and shall cite this clause. The grievance will be informally discussed and, if possible, a solution should follow.

b. Within five (5) school days after presentation of the grievance to him, the Superintendent shall make his/her decision and orally communicate the decision and the reasons therefore to the employee presenting the grievance or to the designated representative of the employee.

Step II. If the grievance is not satisfactorily resolved at Step I, the aggrieved may request, in writing, a determination of his/her grievance by the Superintendent, setting forth in detail (1) a clear and concise recital of the grievance, and (2) the relief requested.

Step III. Within ten (10) school days, the Superintendent shall notify the grievant or his representative, if any, in writing of his/her decision and the reasons therefor.

Step IV. After receipt of the written decision rendered by the Superintendent or failure to render same within the prescribed time period of Step III, the aggrieved may submit his/her grievance

in writing to the Board of Education, together with written records of all previous steps; and written notice of such submission shall be given to the Superintendent by the aggrieved.

The Board of Education, upon receipt of such written request from the employee, shall hold a hearing within thirty (30) days, at which time oral and written testimony or arguments may be presented.

Within ten (10) school days after the close of the hearing, the Board of Education shall, in writing, render its decision, a copy of which shall be sent to the employee presenting the grievance, or, where the employee has designated a representative, to said representative.

Step V. Advisory Arbitration

1. When a grievance is limited to interpretation, application, or alleged violation of this agreement, and the grievant is not satisfied with the decision of the Board, EEAA, as his/her representative shall, within ten (10) school days, so notify the Board in writing, stating all grounds upon which his/her dissatisfaction is based. Within thirty (30) school days after receipt of written notice as aforesaid, the dispute shall be submitted to advisory arbitration before an arbitrator who shall be selected by the Board and the EEAA under the Labor Arbitration Rules of the American Arbitration Association.

2. No grievance on behalf of a principal as to interpretation, application or alleged violation of this agreement, may be brought to arbitration without the approval of EEAA, and in arbitration EEAA or its designated representative, shall be the sole and exclusive representative of the grievant.

3. The arbitrator shall not add to, or delete from, modify or amend any of the provisions of this Agreement and shall limit his/her opinion to the interpretation and application of this contract. Further, the arbitrator has no jurisdiction to determine a dispute over the discharge of principals, nor may he/she issue a decision having the effect of granting tenure. It is clearly understood and agreed that the exercise of any power or duty delegated to or imposed by law upon the Superintendent and/or the Board of Education shall not be subject to grievance procedure set forth in this Article.

4. The cost for arbitration (excluding attorneys fees) shall be shared equally by the Board and EEAA.

It is understood that either party shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

vii. Convention Leave - On the recommendation of the Superintendent, the Board of Education may permit principals to take convention leave for the purpose of self-improvement and benefit to the school system.

viii. Jury Duty - (A) A principal shall be excused without loss of pay or other benefits while serving as a juror on required working days. (B) Any absence for the purpose stipulated in "A" shall not be charged against a principal's sick leave or personal days. (C) All remuneration, excluding transportation costs, received by a principal for service provided in "A" shall be turned over to the Superintendent's office, as soon as it is received.

ix. Leave of Absence Without Pay - Leave of absence without pay may be granted by the Board, upon recommendation of the Superintendent.

x. Injury On The Job - On the job injuries must be reported in accordance with the regulations of the Board of Education posted in the main office of each building. Employees will be compensated for days absent because of injuries incurred on the job (and properly reported) as follows:

a. By the Board of Education at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of the injury; however,

b. the number of accumulated sick days will not be reduced because of such payments; and

c. the sick leave credits once used in (b) above may not again be used for future absences attributable to the same injury; and

d. the employee will return to the Board of Education any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under (a) above; and

e. the employee will retain compensation received from the insurance carrier for days absent (as a result of on the job injury) in excess of those for which the Board has compensated him as in (a) above; and

f. the employee shall retain any award granted by the insurance carrier and/or the compensation board in excess of (e) above.

xi. Days for Religious Observance - Absences for religious observance will be charged to personal leave days.

xii. Days for Funeral Services - Absences for funeral services shall be charged to personal leave days or sick leave days.

ARTICLE VI. UNUSED SICK LEAVE

The Board agrees to pay principals, upon receiving approved retirement, their unused sick leave on the basis of forty (40%) percent of sick leave unused at the per diem rate of one two-hundredth of the annual salary of said principal prevailing during the last year of actual service. Unused sick leave accumulates to a total of two hundred forty (240) days.

ARTICLE VII. MISCELLANEOUS PROVISION

A. Distribution of Contract: The Board agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all principals.

B. Legal Counsel: The Board shall provide legal counsel to the principals, as required by law.

C. Section 204-a of the Taylor Law: Pursuant to said section, 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 therefor, shall not become effective until the appropriate legislative body has given approval.

D. Unit members agree to comply with a certain smoking policy adopted by the district.

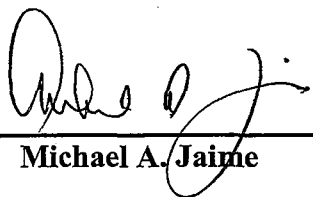
E. When the Commissioner of Education promulgates regulations emanating from certain recent legislation concerning teacher evaluations, the parties will meet to discuss and establish procedures to take effect by June 30, 2011.

ARTICLE VIII. DURATION OF AGREEMENT

This agreement shall be deemed to have commenced as of July 1, 2009 and shall terminate on June 30, 2012.

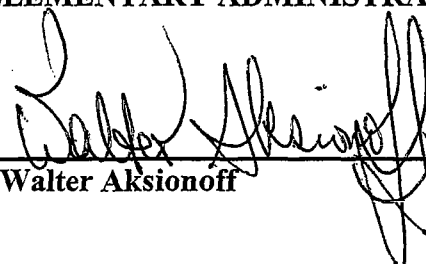
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF EDUCATION, ELMONT UNION FREE SCHOOL DISTRICT

By: 

Michael A. Jaime President

ELMONT ELEMENTARY ADMINISTRATORS ASSOCIATION

By: 

Walter Aksionoff

Date: December 14, 2010

**Schedule A
Salary**

For three years of this agreement the salary of each principal shall be as follows:

	2009-10	2010-11	2011-12
Margaret Pleta	146,996.00	146,996.00	
Walter Aksionoff	145,996.00	148,500.00	149,500.00
Marshall Zucker	132,723.00	136,500.00	137,500.00
Hope Kranidis	127,193.00	135,000.00	136,000.00
Amy Buchanan	127,193.00	135,000.00	136,000.00
Kenneth Rosner	118,119.00	135,000.00	136,000.00
Eileen Lambert	121,664.00	122,164.00	123,164.00
Andrew Weisman		132,000.00	133,000.00

A longevity increment of \$1,000 shall be paid to a principal in the fourteenth (14th) year of service as a principal in the district.

NOTE: This constitutes the entire schedule A, stipends for a doctorate, a school population exceeding 900 students, and notes 1 to 3 in the former schedule A are removed by agreement of the parties.

FRINGE BENEFITS SCHEDULE "B"

- A. Principals who teach in-service courses for the district shall be paid at the rate of \$40 per hour.
- B. Tax Sheltered Annuities: The district shall accept applications from principals for deduction from the contract salary, the amount of such deductions to be remitted to a tax sheltered annuity program. The carriers shall be those in the district but the district shall not be required to make deductions for and payment to more than five carriers. All authorizations for deductions shall contain a clause saving the district harmless for the use of said deductions after transmitted. The district's obligation shall be limited solely to the clerical operation.

C. Health Insurance:

1. The Board agrees to pay the cost for 100% coverage for the individual and 80% for family plans for each currently employed principal based on statewide option of the Health Insurance Plan under the New York State Employees Health Insurance Program, and thereafter the principals shall pay any increases in premiums. Should the Board go to a different carrier for health insurance for the teachers, the principals will be covered by the new carrier at the Board's option. If there is financial saving, the saving during the life of the contract, up to one percent of the salary of the total unit per year, will be distributed proportionately among members of the unit.

Unit members who retire during the life of the contract shall thereafter have 75% of the cost of individual medical insurance and 50% of the cost of family medical insurance paid for by the Board.

2. **Health Insurance Declination**: An employee, whether or not the employee received health insurance coverage in the preceding school year, may voluntarily decline health insurance. Upon declining health insurance, the employee will receive a prorated payment in an amount equal to the lesser of fifty (50%) percent of the district's cost for the said employee's health insurance or \$1,800 divided by 12, multiplied by the number of complete months between the date on which the employee's declination became effective and the date on which the employees' re-enrollment becomes effective payable on the first June 30th following the effective date of the most recent declination.

It is understood that the health insurance plan carrier's rules and regulations may impose a waiting period between the date on which notice of withdrawal from coverage is submitted by the employee and the date on which the withdrawal becomes effective. Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family or individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. The employee so reinstated shall be entitled to receive a prorated payment in an amount equal to the aforesaid amount, divided by 12, multiplied by the number of complete months between the date on which the employee's most recent annual declination became effective and the date of re-enrollment. Said payment shall be made as set forth above. An employee shall be limited to reinstatement only one time within a twelve (12) month period.

3. **Dental Insurance**: Commencing September 1, 2004 the Board will pay \$300 per

employee per year toward a group dental insurance plan covering the participating members of the unit. The Dental Plan will be administered by the district.

4. **Optical Insurance:** The Board will pay \$150 per employee per year toward a group optical insurance plan covering the participating members of the unit. Designation of the insurance carrier will require the approval of the Association and the Board. The Optical Plan will be administered by the district.

D. Life Insurance: The Board agrees to pay for a \$40,000 life insurance policy for each principal.

E. Mileage - Telephone Expense

1. Mileage reimbursement for transportation by personal automobile for conferences or district business which have the prior approval of the Superintendent or his/her designee, shall be made at the rate established by the Internal Revenue Service.
2. The district shall reimburse principals for telephone expenses incurred on behalf of the district. Telephone reimbursement shall be made per voucher which explains the purpose and date of calls.

