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#### **Contract Database Metadata Elements**

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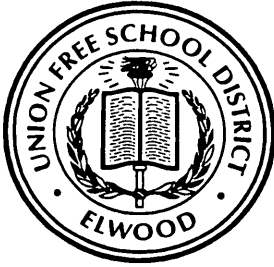
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Elwood Ufsd And Council Of Elwood  
Administrators

SD / AD 1



# AGREEMENT

between the  
**ELWOOD PUBLIC SCHOOLS**  
and the  
**COUNCIL OF ELWOOD  
ADMINISTRATORS**

**July 1, 2001 to June 30, 2005**

**RECEIVED**

SEP 19 2002

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of June, 2001, by and between the ELWOOD PUBLIC SCHOOLS, TOWN OF HUNTINGTON, SUFFOLK COUNTY, NEW YORK (hereinafter referred to as the "DISTRICT") and the COUNCIL OF ELWOOD ADMINISTRATORS (hereinafter referred to as the "COUNCIL"), for and on behalf of itself and the employees, now or hereafter employed in the bargaining unit, as set forth in Article 1A below.

The DISTRICT and the COUNCIL have collectively negotiated the terms and conditions of employment for the period of July 1, 1991 through June 30, 2005, and have concluded a final agreement therefor, as follows:

#### ARTICLE I RECOGNITION

A. The Elwood Public Schools, Greenlawn, New York, recognizes the Council of Elwood Administrators as the exclusive representative concerning salaries, hours and terms and conditions of employment for all members of the staff whose position requires certification as administrators and supervisors, or social workers, excluding (1) Superintendent; (2) Deputy Superintendents; (3) Assistant Superintendents; (3) the immediate members of the Superintendent's professional staff. Said recognition shall remain in effect for the duration of this agreement as provided for in Section 208 of the Public Employees Fair Employment Law.

B. The term "administrator" and/or the term "supervisor" when used

herein in this Agreement shall refer to all employees represented by the Council of Elwood Administrators in the bargaining unit as defined above, except as otherwise noted.

C. The District agrees not to negotiate with any other employee organization except as provided by law for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual administrator from presenting a grievance and having the grievance adjusted in accordance with this Agreement.

D. Nothing contained herein shall be construed to restrict or deny any employee any rights granted by law or to limit obligations imposed under any law.

ARTICLE II  
ADMINISTRATOR AND COUNCIL  
RIGHTS AND RESPONSIBILITIES

A. Pursuant to the Public Employees' Fair Employment Act of 1967, the District hereby agrees that every administrator employed by the District shall have the right freely to join and support the Council of Elwood Administrators for the purpose of engaging in collective negotiation and other lawful activities. The District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act, or any laws of New York or the Constitutions of New York and the United States; that it will not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment, by reason of his/her

membership in the Council, his/her participation in any activities of the Council or collective professional negotiations with the District, or his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. The District specifically recognizes the right of its administrators appropriately to invoke the assistance of the Public Employment Relations Board or a mediator from such agency.

C. The Council of Elwood Administrators shall have the right to reasonable use of school buildings for professional meetings during times when the building is manned by the custodial staff.

D. The District agrees to make available upon request of the duly designated Council representative, all public information concerning the fiscal resources of the District, tentative budgetary requirements and allocations of all information dealing with conditions of employment.

E. This Agreement shall not be interpreted or applied to deprive administrators of professional advantages heretofore enjoyed unless expressly stated herein.

F. Summer school administrative positions shall first be offered to administrators in the bargaining unit.

G. Dues Deduction:

1. The District agrees to deduct from the salaries of

administrators dues for the Council of Elwood Administrators as said administrators individually and voluntarily authorize the District to deduct or to transmit such monies to the Council.

2. The Council of Elwood Administrators will certify to the District in writing the current rate of membership dues named in Section 1 above. The Council will give the District thirty (30) days' written notice prior to the effective date of any such change.

3. Deductions shall commence with the first pay period after the start of the school year as agreed to by the parties and shall continue for no more than ten (10) pay periods. Dues shall be deducted in equal payments. For those administrators who submit deduction authorization forms after dues deductions have commenced, dues shall be taken out of each of the remaining checks in equal installments, the total deducted to be a proration of the year's dues based on the fraction of the school year actually worked.

4. No later than September 30th of each year, the District will provide the Council with a list of those employees who have voluntarily authorized the District to deduct dues.

H. Credit Union Deduction:

The District agrees to deduct from the salaries of the administrators an amount of money to be deposited with the Teachers' Credit Union. Such deductions shall be made from the salaries of those administrators who individually and voluntarily authorize the District in writing, or on a form submitted by the Council of Elwood



Administrators to deduct and transmit such monies to the Credit Union. The administrative procedures to be followed in implementing this proviso shall be mutually agreed upon between the District and the Council.

I. No Strike:

Neither the Council of Elwood Administrators nor any employee covered by this Agreement shall engage in a strike (within the meaning of the Taylor Law) and neither the Council nor any employee covered by this Agreement shall cause, instigate, encourage or condone a strike.

J. Agency Shop Fee:

The District does hereby agree that no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the Council will pay to the collective bargaining agent each month, a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Council on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditure by the organization in and of activities or causes of a political or ideological nature only

incidentally related to terms and conditions of employment.

The Council of Elwood Administrators shall supply the District with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

K. An administrator shall have the right to bring a representative from the Council to any meeting with administration that the administrator deems to be adversarial in nature.

L. Each unit member's salary payments shall be electronically directly deposited into a bank account of the unit member's choice.

ARTICLE III  
DISTRICT AND ADMINISTRATION RIGHTS  
AND RESPONSIBILITIES

A. There is reserved exclusively to the District all responsibilities, powers, rights and authority expressly or impliedly vested in it by laws and Constitution of New York.

B. The Council of Elwood Administrators recognizes that the District is the policymaking, evaluative body, charged with the responsibility to interpret the educational needs and desires to the community and to translate them into policies and programs. The Council of Elwood Administrators recognizes that the District, as the elected representative of the people of Elwood, retains the right to establish and enforce, in accordance with the Agreement and its authority under law, reasonable rules and personnel policies relating to the duties and responsibilities of teachers and

their working conditions. This is to include, among other things, the management and control of school properties and facilities, grades and courses of instruction, materials used for instruction; and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

C. The Council of Elwood Administrators specifically recognizes the right of the District to invoke the assistance of the Public Employment Relations Board or a mediator from such agency.

D. The Superintendent and representatives of the Council shall meet regularly on at least a monthly basis to discuss matters relating to the implementation of this Agreement and other matters of mutual concern. If the Superintendent is not available, he/she shall designate his or her representative, or if the Council prefers, the meeting shall be rescheduled for the earliest date on which the superintendent is available.

E. The District agrees that prior to reaching any decisions on staff cutback, which would adversely affect current administrator-pupil ratio, the District will discuss the problem and any proposed solutions thereto with the Council of Elwood Administrators.

ARTICLE IV  
TRANSFERS, PROMOTIONS,  
VACANCIES; SENIORITY

A. Promotions:

1. All openings for promotional positions and for new positions paying salary differentials shall be adequately publicized in every school in the District. All qualified administrators shall be given an adequate opportunity to make application for such positions.

2. In filling such vacancies, the District agrees to consider the length of service in the District. The District declares its support of a policy of promotion from within its own administrative staff whenever possible.

B. Transfers and Vacancies

1. When transfers or reassignment of administrators in a school or grade is necessary, all volunteers shall be given consideration and preference. The best interest of the individual and the School District will be of prime concern.

2. The Council of Elwood Administrators recognizes occasions may arise when administrators must be transferred involuntarily. All administrators who are to be transferred involuntarily shall be notified by April 1st, except in cases of emergency.

C. Seniority:

Seniority is to be defined as time within the District. Where seniority within the District is irrelevant, time within the school shall control.

The District shall provide to the Council by October 15th of each year, a seniority list of all administrators in the unit. Such list will be reviewable by the Council for errors and corrections and in the event of a dispute, may be grieved.

Pursuant to 2510 of the State Education Law, it is agreed as follows:

1. If the District abolishes an office or position and creates another office or position for the performance of duties similar to those performed in the office of the position abolished, the person filling such office or position at the time of its abolishment, shall be appointed to the office or position thus created without reduction in salary or increment, provided the record of such person has been one of faithful, competent service in the office or position he/she has filled.

2. Whenever the District abolishes a position under this section, the services of the administrator having the least seniority in the system within the tenure of the position abolished shall be discontinued.

3. If an office or position is abolished or if it is consolidated with another position without creating a new position, the person filling such position at the time of its abolishment or consolidation shall be placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in an office or position similar to the one which such person filled without reduction in

salary or increment, provided the record of such person has been one of faithful, competent service in the office position he/she has filled. The person on such preferred list shall be reinstated or appointed to such vacancies in such corresponding or similar positions in the order of their length of service in the system any time within seven (7) years from the date of the abolition or consolidation of such office or position.

4. Administrators who are being excessed shall be notified in writing on or before April 1st.

D. Excessed Administrators Rights:

1. Excessed administrators on the Recall List shall be offered the option to continue all medical, dental and group life benefits if the carrier approves. The continuation shall be at the group rate and at the administrator's expense.

2. Excessed tenured administrators will be considered for vacancies that occur within the District during the school year. The administration agrees to interview for each vacancy any excessed administrators certified for employment in said vacancies. The administration will give every consideration to the candidacy of an excessed tenured administrator. It reserves the right to select the best qualified candidate from all available applicants in the judgment of the administration is final in this regard.

3. Vacancies that occur within the District will be published immediately. In addition, projected layoffs caused by declining enrollment will be determined as soon as possible and the parties affected notified of future status.

ARTICLE V  
SICK LEAVE POLICY

A. Sick leave shall be granted on the basis of thirteen (13) sick days per year with unlimited accumulation.

A new administrator in the first year of employment may use sick days in excess of the one day per month accrual, provided that he/she has executed an authorization to the District to deduct any such days used in excess of accrued days from his/her final paycheck in the event of termination of employment before the year ends.

B. During an administrator's extended illness, the District will require periodic medical reports.

C. Administrators will be automatically notified of their accumulated number of unused sick days.

D. Catastrophic Illness Protection Plan - It is the desire of the District to provide adequate and appropriate sick leave should any administrator become subject to extended illness or long term disability.

All administrators who from accident or illness become disabled will be covered by a 66 2/3% salary policy, a copy of which has been provided to the Council, which will take effect at the expiration of their unused sick leave or ninety (90) calendar days from the onset of the condition, whichever period is longer.

Therefore, the disabled administrator will receive full pay for the entire period of his/her available accumulated sick leave or ninety (90) calendar days, whichever is longer and the 66 2/3% salary will go into effect thereafter.

ARTICLE VI  
ABSENCES NOT CHARGEABLE TO  
CUMULATIVE SICK LEAVE

A. Personal Leave

1. Upon written request to the Superintendent, each administrator shall be entitled to two (2) days leave with reason stated as "Personal."

2. Additional days may be requested and granted at the discretion of the Superintendent or his or her designee.

3. Notwithstanding the foregoing, in the event of emergency, the prior request and approval requirements shall be deemed waived and the administrator in such circumstances shall notify the District of the absence and the reasons therefor as soon as it is possible to do so.

4. Unused personal days shall accrue as sick days.

B. Leaves for Other Purposes

Leaves of absence with full pay not chargeable against the administrator's sick leave shall be granted for the following reasons:

1. Absence when an administrator is called for jury service.

Compensation received for jury duty shall be refunded to the District.



2. Court appearance when subpoenaed as a witness in any case connected with the administrator's employment or the school.

3. Administratively approved visitation of other schools.

4. When attending any function when so directed by the Superintendent.

C. Death in the Immediate Family

A maximum of five (5) days for each occurrence of death in the immediate family shall be granted.

The term "immediate" means husband, wife, children, mother, father, brothers, sisters, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, daughter-in-law, and any other members of the household of which the administrator has been a part.

D. Military Obligations

Administrators who are called into temporary active duty, not to exceed thirty (30) days, in any unit of the United States Reserves or New York State National Guard, and cannot defer this obligation at a time when school is not in session, shall be allowed such leave with full pay as necessary in order to discharge such obligations.

ARTICLE VII  
EXTENDED LEAVES WITHOUT PAY

A. Maternity Leave/Child Care Leave

1. An administrator shall be entitled to child care leave of absence for the purpose of preparing for the birth of and/or caring of a newborn infant (or in the case of an adopted child, an infant up to the age of five [5] years), provided that thirty (30) days' advance written request is submitted specifying the date upon which the leave is to commence and the academic semester at the end of which it is to terminate. Child care leave shall be granted for the duration of the year in which it begins and shall include an additional two semesters if requested. An additional extension of one year may be granted. In the event an employee who has applied for and been granted an unpaid leave of absence for child care becomes ill or disabled as a result of the pregnancy prior to the scheduled date of commencement of said leave, a period of absence due to such sickness shall be treated as paid sick leave and shall continue as such to the extent that the administrator's own reserve of paid sick leave days continues to exist, until such sickness is over. Thereafter, upon prompt notification to the District, the administrator's originally scheduled unpaid child care leave shall commence. Where the administrator who has been granted child care leave is male and such prior sickness occurs, the sick leave provisions of this Agreement shall apply in his case. If an administrator becomes ill or disabled for any reason after having commenced paid leave of absence for child care, however, such illness shall not serve to convert the absence to paid sick leave absence. Such administrator's status shall only be converted to paid sick leave absence if the sickness extends beyond the administrator's scheduled date to return to work and the administrator is unable to do so because of sickness. Notwithstanding the foregoing provision related to the specified

termination date of leave under this section, an administrator on such leave may request a return to duties sooner than the time agreed upon, and the District, in its discretion, may accede to such request.

2. An administrator who has not received a child care/maternity leave of absence shall be entitled to paid sick leave for absence directly resulting from disability incident to pregnancy and birth. Such paid sick leave shall commence at the time the employee discontinues work because of medical disability and shall terminate when such employee is no longer medically disabled. This provision shall be administered in accordance with the Sick Leave Article in this Agreement.

3. In administration of this article, the District shall have the right to accelerate the date that either child care/maternity leave is scheduled to commence in the event that the administrator involved is no longer able by competent medical determination or willing to physically perform the full range of his/her administrative and related duties. In the event of such District ordered accelerated leave, the administrator involved shall have the option to determine whether such accelerated time out on leave shall be considered paid sick leave or unpaid leave.

4. In the administration of this article, the extended sick leave provisions of the Sick Leave Article of this Agreement shall not be available for an administrator's absence for child care, but shall be limited to medical problems where the administrator herself suffers from pregnancy and/or complications thereof.

B. Military Leave

Military leave will be granted to any administrator who is induced or

enlists in any branch of the armed forces of the United States. Upon honorable discharge and upon return from such leave, an administrator will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence up to a maximum of four (4) years.

C. Personal Leave

A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons at the discretion of the District.

D. Professional or Public Service Leaves

The District will grant a leave of absence without pay or increment to any administrator to campaign for, serve in public office, or serve on the staff of a professional administrator's organization for a period of not to exceed two (2) years.

E. Educational Leave

A leave of absence without pay or increment of up to one (1) year may be granted for educational leave at the discretion of the District. Educational leave shall be defined to mean a leave to enable an administrator to attend an accredited institution full time in working towards a degree, to complete his/her thesis towards a degree, when such degree is being sought from an accredited institution.

In view of the compelling reasons that may accompany a request for educational leave (e.g., a deadline for completing a thesis; the necessity to satisfy a

residency requirement) an administrator's request for such leave shall not be unreasonably denied.

F. Other Leave

Other leaves of absence without pay may be granted by the District.

G. All benefits to which an administrator is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored upon return, and the administrator will be assigned to the same position which was held at the time said leave commenced, if available, or to an equivalent position.

H. All requests for leaves of absence and extensions or renewals thereof shall be applied for and granted or disapproved in writing.

I. Except for maternity leave, which shall continue to be available to the entire staff, leaves of absence for any other reason under this Article shall be limited to tenured administrators.

ARTICLE VIII  
PROFESSIONAL COMPENSATION

A. Salary

1. The 2001-02 salary schedule for unit staff, set forth in Schedule A, reflects an increase in each step of the 2000-01 schedule by a percentage equal to the twelve month percentage increase in the Consumer Price Index increase for all Urban Consumers in the New York-Northeastern New Jersey region for the

period from May 2000 to May 2001, as reported by the Bureau of Labor Statistics on or about June 15, 2001. The minimum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period had been established at 2.00%, and the maximum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period, had been established at 4.00%. A further increase of \$2,000 has been added to each step after application of the agreed-upon percentage.

The 2002-03 salary schedule for unit staff shall be developed by increasing each step of the 2001-02 salary schedule by a percentage equal to the twelve month percentage increase in the Consumer Price Index increase for all Urban Consumers in the New York-Northeastern New Jersey region for the period from May 2001 to May 2002, as reported by the Bureau of Labor Statistics on or about June 15, 2002. The minimum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period shall be 2.25%, and the maximum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period, shall be 4.25%.

The 2003-04 salary schedule for unit staff shall be developed by increasing each step of the 2002-03 salary schedule by a percentage equal to the twelve month percentage increase in the Consumer Price Index increase for all Urban Consumers in the New York-Northeastern New Jersey region for the period from May 2002 to May 2003, as reported by the Bureau of Labor Statistics on or about June 15, 2003. The minimum percentage increase, notwithstanding the actual percentage increase in the

Consumer Price Index for the measured period shall be 2.25%, and the maximum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period, shall be 4.25%.

The 2004-05 salary schedule for unit staff shall be developed by increasing each step of the 2003-04 salary schedule by a percentage equal to the twelve month percentage increase in the Consumer Price Index increase for all Urban Consumers in the New York-Northeastern New Jersey region for the period from May 2003 to May 2004, as reported by the Bureau of Labor Statistics on or about June 15, 2004. The minimum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period shall be 2.25%, and the maximum percentage increase, notwithstanding the actual percentage increase in the Consumer Price Index for the measured period, shall be 4.25%.

Effective as of July 1, 2002, unit members who have completed both 5 years on step 10 of the salary schedule and 15 years of overall service in the District by July 1 in any year of this agreement shall receive a longevity differential of \$3,000 per annum. After completing 10 years on step 10 and 20 years of overall service in the District by July 1 in any year of this agreement, said unit members shall receive a further longevity differential of \$3,000 per annum.

Effective as of July 1, 2004, unit members with an earned doctorate degree will receive a further differential of \$3,000 beyond their attained step on the salary schedule and any longevity entitlement as specified hereinabove.

B. The parties agree that negotiations for a successor contract year shall begin no later than March 15, 2005.

C. Additional Work Assignments

Except as otherwise provided above, if an administrator is assigned by the Superintendent to work any vacation period during the school calendar year and/or during the summer, the administrator shall receive vacation time equal to work time or be paid at the rate of 1/210th (ten month employees), 1/220 (eleven month employees), or 1/240th (twelve month employees) of base salary, such option to be made by mutual consent of the administrator and the Superintendent.

ARTICLE IX  
TAX SHELTERED ANNUITY

The District shall make available to all members of the professional staff, the Tax Sheltered Annuity. Selection of the carrier of such annuity programs shall be at the option of the Council of Elwood Administrators. The District shall provide payroll deductions to pay for these programs.

ARTICLE X  
CURRICULUM AND EXPERIMENTATION

A. The District agrees that all committees formed by the Superintendent to formulate policies affecting curriculum or instructional materials, shall have Council of Elwood Administrators representation. The District recognizes the right of the Council to appoint representative committees to study and recommend changes



to existing policies relating to curriculum or instructional matters. The District further agrees that subsequent administrative action upon committee recommendations will be discussed with committee participants immediately prior to any action.

B. The District agrees that there will be administrator participation in the institution and development of all new and experimental programs.

#### ARTICLE XI TEXTBOOKS

The District agrees that all committees formed by the Superintendent which formulate policies regarding the use of textbooks shall have Council of Elwood Administrators representation. The District recognizes the right of the Council to appoint representative committees to study and recommend change of existing policies and textbooks. The District further agrees that subsequent administrative action upon committee recommendations will be discussed with committee participants immediately prior to any action.

#### ARTICLE XII ADMINISTRATOR EVALUATION

A. Administrators may have access to their personnel files to review any document prepared by the administrator him/herself, college transcripts, progress evaluation forms prepared by the principal or supervisor, and other information which is not received as privileged or confidential.

B. No administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. In no case shall this be done publicly.

C. Any serious complaints regarding an administrator made to the administration and/or Board of Education by any parent, student, or other person will be promptly called to the administrator's attention.

D. Complaints to the Board of Education concerning an individual shall be heard only in executive session. By this provision the Board undertakes the obligation of deferring for executive session a charge or complaint by a parent or resident of the District against any administrator. The Board does not, however, assume any obligation in a situation involving an intemperate outburst and/or a general commentary on administrator service in the District.

E. No material, excluding references and information obtained in the process of evaluating the administrator for employment, which is derogatory to an administrator's conduct, service, character or personality, shall be placed in the files unless the administrator has had an opportunity to read the material. The administrator shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. The administrator will also have the right to submit a written answer to such material and such answer will be reviewed by the Superintendent and attached to the file copy. As compared to derogatory or critical

material in an administrator's file to which an administrator has the opportunity to attach rebutting and/or explanatory material, untrue material shall be physically removed from an administrator's file and the administrator shall have the opportunity to verify its removal and destruction.

### ARTICLE XIII PROBATIONARY AND TENURE STATUS

A. The probationary period for all newly hired administrators shall be three (3) years, except as prescribed by law.

B. An administrator thought not to meet acceptable standards at any time during the probationary period will be informed of such status as soon as possible. The senior administrators will endeavor to make this determination by the end of his/her second year of service in the District.

C. If it is to be recommended that a probationary administrator's service be discontinued and/or said administrator not be granted tenure, said administrator shall be notified of such intended recommendation and the date of the Board meeting at which such recommendation is to be considered at least thirty (30) days prior to such Board meeting. Such administrator may, not later than twenty-one (21) days prior to the aforementioned Board meeting request, in writing, that he/she be furnished with a written statement giving the reasons for such recommendation. Within seven (7) days thereafter such written statement shall be furnished. Such administrator may file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting.

ARTICLE XIV  
ADMINISTRATOR PROTECTION

A. Liability Protection

1. The District shall provide an attorney or attorneys for, and pay such attorneys' fees and expenses necessarily incurred in the defense of an administrator in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his or her duties within the scope of his or her employment. The District shall not be bound to the above unless such administrator shall within ten (10) days of the time he or she is served with any summons, complaint, process or notice, deliver the original or a copy to the District. (All in accordance with Section 3028 of the Education Law.)

2. Save Harmless Clause

It is the duty of the District to save harmless and protect all administrators from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person within or without the school building, provided such administrator at the time of the accident or injury was acting in the discharge of his or her duties within the scope of his or her employment and/or under the direction of the District. The District shall not be bound to the above unless such administrator shall, within ten (10) days of the time he or she is served with any summons, complaint, process or notice, deliver the original or a copy of the same to the District. (All in accordance with section 3023 of the Education Law.)

B. Protection When Insured

An administrator suffering a work-connected injury through no negligence on his or her part, will receive the benefits of the workers' compensation insurance carried by the school district. These benefits will be supplemented in order to insure full salary to the administrator for a period consisting of his or her accumulated sick leave or ninety calendar days, whichever is longer. Upon return to active service, the administrator's sick leave accumulation will be reinstated.

C. Administrators shall not be held responsible for monies which have been turned into the office for safekeeping. Administrators will be reimbursed for clothing which has been damaged while in the performance of their duties or as a result of the performance of their duties, if no negligence on the administrator's part is involved. Such reimbursement shall apply if the damage occurs within the school or while the administrator is engaged in the supervision of students and the administrator is not covered by his or her own liability policy.

ARTICLE XV  
PHYSICAL EXAMINATION

New administrators may be required to have a pre-employment physical examination. Thereafter, the school district may require a physical examination once every three (3) years. If the administrator wishes to be examined by a doctor other than the school physician s/he may do so, provided the administrator pays the fee. Notwithstanding the foregoing, the District reserves the right to require physical

examinations of any administrator more frequently than as indicated above at the District's expense unless the administrator chooses his/her own doctor.

The District will arrange for staff members to have the Scratch Test and assume the costs thereof. Where the Scratch Test indicates a problem, an x-ray follow-up will be required. X-ray will be at administrator's expense unless it can be arranged by the District at no expense to the administrator.

#### ARTICLE XVI RETIREMENT INCENTIVE PLAN

A. The District agrees to provide an incentive plan for administrators who will retire in their first year of eligibility, such first year of eligibility being defined in 1 and 2 below:

1. For administrators in NYSTRS Retirement System Tiers I or II: If at the end of the certain school year in which the administrator reaches his/her 55<sup>th</sup> birthday, the administrator will have completed 20 or more years of credited NYSTRS service, that certain school year is defined as that administrator's first year of eligibility. If at the end of the school year in which the administrator reaches his/her 55<sup>th</sup> birthday, the administrator will not have completed at least 20 years of credited NYSTRS service, then that administrator's first year of eligibility is the certain school year in which that administrator first completes 20 years of credited NYSTRS service.

2. For administrators in NYSTRS Retirement System Tiers III or IV: If at the end of the certain school year in which the administrator reaches his/her 55<sup>th</sup> birthday, the administrator will have completed 30 or more years of credited NYSTRS service, that certain school year is defined as that administrator's first year of eligibility. If at the end of the certain school year in which the administrator completes 30 years of credited NYSTRS service, the administrator is between 55 years old and 62 years old, that certain school year in which the administrator completes such 30 years of credited NYSTRS service is defined as that administrator's first year of eligibility. If at the end of the school year in which the administrator reaches his/her 62<sup>nd</sup> birthday, the administrator will have completed at least 20 years of credited NYSTRS service, then that administrator's first year of eligibility is the certain school year in which that administrator turns 62 years of age. If at the end of the school year in which the administrator reaches his/her 62<sup>nd</sup> birthday, the administrator will not have completed at least 20 years of credited NYSTRS service, then that administrator's first year of eligibility is the certain school year in which that administrator first completes 20 years of credited NYSTRS service.

B. The following planned benefits shall be available to eligible administrators who give notification of their final decision to retire in their first year of eligibility as defined in A.1 and A.2 above:

1. Payments for years of service as follows-

\$1,500.00 per year for the first ten years of Elwood service

\$1,200.00 per year for the 11th to 20th year of Elwood service

\$1,000.00 per year for the 21st to 25th year of Elwood service

\$ 800.00 per year for all years beyond 26 years of Elwood service

2. Payment for unused sick leave on a 1 for 3 basis at current salary based on 1/200 of the administrator's salary.

3. Payment of 85% of the individual and 75% of the family costs for the District hospitalization and health insurance plan, and if the carrier approves the right to continue his/her own participation in the District's group dental and life insurance programs.

C. Administrators who qualify for, and are accepted under this plan, may elect to receive the payment provided, either by payment of the full amount in the last check of the year of termination of services or payment of installments from the date of acceptance in the plan to the date of termination of service in the District (payment not to commence earlier than fourteen [14] months prior to retirement date). In any case, where the administrator utilizes paid sick days after acceptance in the plan, payment will be adjusted in the final check.



ARTICLE XVII  
STUDENT DISCIPLINE

A. The District recognizes its responsibility to give all reasonable support and assistance to administrators with respect to the maintenance of control and discipline in the school.

ARTICLE XVIII  
INSURANCE

The District shall provide the following insurance for each administrator:

A. Health

The District will assume eighty percent (80%) of the health insurance premium of State Wide Plans: Blue Cross, Empire Plan, or H.I.P. option (individually or family coverage, whichever applies in the particular case) for all administrators, with the administrator assuming the cost of the remaining twenty percent (20%). The District will also assume payment of fifty percent (50%) of the premium for the optional wrap-around policy.

B. Life

Life insurance equal to one hundred and fifty percent (150%) of the annual salary of each administrator, except those who normally work less than thirty (30) hours a week, (rounded off to the nearest five hundred), with accidental death and dismemberment benefits. The District will also participate in a "Supplementary" plan which will enable administrators, by payroll deductions, to purchase additional life insurance at no cost to the District.

The District will make arrangements to allow administrators who are retiring to purchase, at their own expense, group life insurance in a face amount of \$50,000.00, subject to standard policy language regarding coverage reductions and other restrictions. This provision is applicable only to administrators actively employed by the District on or after July 1, 1989.

C. Disability

Disability income insurance for each administrator, except those who normally work less than thirty (30) hours a week, providing a minimum of sixty-six and two-thirds (66 2/3%) percent of each administrator's income. There shall be a 90 calendar day waiting period as described in the catastrophic illness protection plan, expiration at age sixty-five (65) for absence due to sickness or accident.

D. Dental

1. One hundred percent (100%) of the group dental insurance premium (individual or family coverage, whichever applies in the particular case) for each administrator, except those who normally work less than thirty (30) hours a week.

2. There shall be a deduction of \$25.00 for the individual administrator and \$75.00 for the family; preconditions will not be covered, reimbursement by the carrier shall be eighty (80%) percent for Class A service charges and sixty (60%) for Class B service charges. During the term of this Agreement there shall be no reduction in benefits from the plan which was in effect on June 30, 1977.

E. Vandalism

Reasonable and legitimate claims made by an administrator for damage to personal property during school time will be reimbursed.

ARTICLE XIX  
GRIEVANCE PROCEDURE

A. Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the District and its administrators is essential to the operation of the schools. It is the purpose of this procedure to secure, at the most immediate administrative level, equitable solutions to alleged grievances of administrators through procedures under which they may present grievances, free from coercion, interference, restraint, discrimination or reprisal and by which the District and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A Grievance is a claim by any administrator or group of administrators in the negotiating unit based upon the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

2. The term Supervisor shall mean any principal, assistant principal, immediate superior, or any administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent and his/her Assistants.

3. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

4. Party in Interest shall mean a representative of the aggrieved party and any party named in a grievance who is not the aggrieved party.

5. Grievance Committee is the committee created and constituted by the Council of Elwood Administrators.

6. Hearing Officer shall mean any individual or Board member charged with the duty of rendering decisions at any stage on grievances hereunder.

#### C. Procedures

1. All written grievance appeals shall include the name and position of the aggrieved party, and a statement setting forth the specific nature of the grievance and the facts relating thereto and the redress sought by the aggrieved party.

2. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment.

3. The District and the Council agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning alleged grievance.

4. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

5. Forms for filing grievances, and other necessary documents will be jointly developed by the District and the Council of Elwood Administrators. The forms shall be available in the District Office and Building Offices.

6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7. Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter formally with an appropriate member of the administration and having the grievance informally adjusted without the intervention of the Council, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a

precedent or ruling binding upon either of the parties of this Agreement in future proceedings.

8. If any provision of this grievance procedure or any application thereof to any administrator or group of administrators in the negotiation unit shall be finally determined by any court to be 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 applications will continue in full force and effect.

9. The District Office shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, and written decisions at all stages. Official minutes may be kept at either party's discretion and expense, of all proceedings.

10. The existence of the procedure hereby established, shall not be deemed to require any individual administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any individual administrator to pursue these remedies or any other remedies available in any other forum.

D. Time Limits

1. The Time limits specified for either party under this Article may be extended only by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the

first available stage within thirty (30) school days after the administrator knew or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and his/her representative within a specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### Stage 1 - Supervisor-Building Principal

a. An administrator having a grievance will discuss it with his/her supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any matter, materials or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the administrator submits the

grievance through a representative, the administrator may be present during the discussion of the grievance. If the matter is first discussed informally with an immediate supervisor and is not resolved, it will be discussed with the appropriate principal.

b. If the grievance is not resolved informally, it shall be reduced in writing and presented to the principal or supervisor. Within five (5) school days after the written grievance is received by the principal or supervisor, he or she shall render a decision thereon in writing and present it to the administrator and his/her representative.

Stage 2: Superintendent

a. If the administrator initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under the auspices of the Council of Elwood Administrators pursuant to this grievance procedure, the administrator shall, within five (5) school days present the grievance to the Council's grievance Committee for its consideration.

b. If the Grievance Committee determines that the administrator has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) school days after the administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal. This provision shall not limit the individual administrator's right of appeal, provided in C-10 above.

c. Within five (5) school days after receipt of the appeal, the



Superintendent or duly authorized representative shall hold a hearing with the administrator and his/her representative and all other parties of interest.

d. The Superintendent shall render a decision in writing to the administrator, or his/her representative within five (5) school days after the conclusion of the hearing.

Stage 3: Arbitration

a. If the aggrieved is not satisfied with the decision at Stage 2, the Council determines that the grievance is meritorious and that appealing it is in the best interest of the District, he/she may submit the grievance to arbitration by written notice to the Superintendent and the District within fifteen (15) school days of the decision at Stage 2. This provision shall not limit the individual administrator's right of similar recourse, however, as provided in C-10 above.

b. Within five (5) school days, or as soon thereafter as possible, after such written notice from the aggrieved, the District and the Council will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, and if oral hearings have been waived, then the date the final statements and proofs are submitted to him. The arbitrator will set forth his/her findings of fact, reasoning and conclusions on the issues in writing to the District and aggrieved.

d. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Council (or the individual administrator where the grievance is not processed under Council auspices).

e. The decision of the arbitrator is advisory.

Stage 4: Board of Education

a. Within five (5) school days after receipt of the arbitrator's report, or in the event of unforeseen or unavoidable circumstances, then within ten (10) school days after such receipt, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The official grievance record maintained by the Superintendent shall be available for the use of the Board. The Board may involve the parties of interest in the hearing.

b. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance.

c. Such action by the Board of Education shall be taken fifteen (15) days after receipt of the arbitrator's report.

ARTICLE XX  
VACATIONS; WORK YEAR

Work Year: All administrators (here, this term excludes social workers) shall have a twelve (12) month work year with vacation equal to twenty-three (23) days per year. Social workers shall have an 11 month work year, defined as all working days from September 1 through June 30, and an additional 20 days during July and August. Normal service for all twelve (12) month administrators requires the administrator's

presence during one (1) of the three (3) school year recess periods as approved by the Superintendent.

ARTICLE XXI  
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 District adopts a change in policy which affects wages, hours or any other conditions of employment of those in the negotiating unit, which is not covered by the terms of this Agreement, and which has not been proposed by the Council, the District will notify the Council in writing that it is considering such a change. The Council will have the right to negotiate such items with the District.

B. This Agreement shall supersede any rules, regulations, or practices of the District applying to the members of this negotiating unit, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the District.

C. An individual arrangement, agreement or contract between the District and an individual administrator, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

D. In the event any guide, directory or publication is supplied by the administration or the District to the administrators during the life of this Agreement, and such document contains matters that contradict or are in conflict with any term or provision of the Agreement, this Agreement shall be deemed controlling.

E. If any provisions of this Agreement or any application of the Agreement to any administrator or group of administrators 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 applications shall continue in full force and effect.

Any substitute provision or section shall be the subject of negotiations between the Council and the District; said substitute provisions or action shall retain the equities of the original provision.

F. Copies of the School Board Agenda may be obtained by calling the District Office.

G. Anti-discrimination clause: The District and the administration agree that there shall be no discrimination on the basis of race, color, creed, age, sex or handicapping conditions in its employment practices; including hiring, promotion, transfer, discharge and administration of any of the terms and conditions covered by this Agreement.

H. Administrators shall have the right to designate the title by which they want to be addressed i.e., Mr., Mrs., Miss, Ms., Dr., etc.

I. The District agrees to print this agreement and to provide the Council with sufficient copies of same.

J. Professional Growth: If an administrator is requested by the Superintendent to attend a conference, take a college course or engage in activities to study for the purpose of improving his/her service to the students of the District, then his/her expenses will be fully reimbursed by the District.

K. In the event of the death of an administrator who has submitted a resignation for the purpose of retirement which has been accepted by the District, the retirement incentive, accrued vacation leave, and accrued sick leave shall be paid to the estate of the administrator as if he/she had retired as of the date of death.

ARTICLE XXII  
NEGOTIATION PROCEDURES:  
MODIFICATION AND DURATION OF AGREEMENT

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information or otherwise constructively considering and resolving any such matters.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below specified.

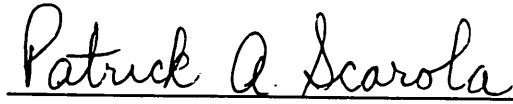
ELWOOD PUBLIC SCHOOLS:

COUNCIL OF ELWOOD ADMINISTRATORS:

  
\_\_\_\_\_

Michael A. Maina, Superintendent

Dated: 07/11/01

  
\_\_\_\_\_

Patrick Scarola, Council President

Dated: July 10, 2001

APPENDIX A  
Salary Schedule for July 1, 2001 through June 30, 2002

Step	12 mo AP	12 mo Dir	Elem Prin	MS Prin	HS Prin	Social Worker
1	79,490	84,425	86,107	90,769	95,441	50,016
2	82,295	87,479	89,218	93,973	98,815	51,621
3	85,099	90,525	92,328	97,174	102,183	53,251
4	87,902	93,571	95,437	100,375	105,552	55,646
5	90,706	97,682	98,545	103,575	108,921	58,149
6	93,509	99,664	101,655	106,774	112,289	60,480
7	96,313	102,710	104,763	109,974	115,658	63,442
8	99,116	105,756	107,872	113,176	119,027	65,572
9	101,920	108,802	112,045	116,375	122,395	67,127
10	104,724	111,848	114,090	120,096	125,764	69,154