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Contract Database Metadata Elements

Title: **East Greenbush Central School District and East Greenbush Administrators Association (2002)**

Employer Name: **East Greenbush Central School District**

Union: **East Greenbush Administrators Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **24**

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East Greenbush Central School
District And East Greenbush
Administrators Assn

AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS

OF THE

EAST GREENBUSH CENTRAL SCHOOL DISTRICT

AND THE

EAST GREENBUSH ADMINISTRATORS' ASSOCIATION

DATED

JULY 1, 2002 - JUNE 30, 2005

RECEIVED

FEB 18 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I: EMPLOYMENT AGREEMENT	2
ARTICLE II: RECOGNITION	2
ARTICLE III: PROCEDURES FOR CONDUCTING NEGOTIATIONS	2-3
A. Negotiating Team	2
B. Opening Negotiations	2
C. Negotiation Procedures	2
D. Consultants	3
E. Committee Reports	3
F. Reaching Agreement	3
ARTICLE IV: WORK YEAR	3
ARTICLE V: FRINGE BENEFITS, LEAVES, AND RETIREMENTS	4-11
A. Benefits	4
1. Sick Leave, Personal Leave, and Catastrophic Illness, Protection	4
2. Health, Dental Care, and IRS 125 Plan	5
3. Term-Life Insurance	5-6
4. Long Term Disability Insurance	6
5. Longevity	6
6. Professional Goal Setting	7
B. Extended Professional Leave	7-8
C. Other Absences	8
1. Family and Medical Leave	8
D. Professional Responsibilities	9
E. Reassignment to Non-Administrative Duties	9
F. Professional Development	9
G. Retirement Incentive Plan	10
H. Court Appearances	10
I. Automobile Reimbursement	11
J. Grant Applications	11
K. Availability During Recess Periods	11
ARTICLE VI: SALARY	11-12
A. Salary Schedule	12

ARTICLE VII: MISCELLANEOUS 13-16

A. Board Consultants	13
B. Review of Files	13
C. Evaluation	14
D. District Administrative Intern	14
E. Legality of Agreement	14
F. Legislative Action for Implementation	14
G. Amendment to Agreement	15
H. Annual Physical	15
I. Meeting with the Board	15
J. Administrator Transfer or Reassignment	15-16
1. Definitions of Terminology	15
2. Voluntary Transfer	15-16

ARTICLE VIII: GRIEVANCE PROCEDURE 16-21

A. Declaration of Purpose	16
B. Definitions	17
1. Association	17
2. Board or Board of Education	17
3. Day	17
4. Grievance	17
5. Grievant	17
6. Party-in-Interest	17
7. Representative	17
8. Superintendent	17
C. Rights of the Grievant	17-18
D. Rights of the Association	18
E. Procedure	19-20
1. Level 1 – Superintendent	19
2. Level 2 – Board of Education	19-20
3. Level 3 – Advisory Arbitration	20
F. Miscellaneous Provisions	20-21
1. Time Limits	20-21
2. Official Record	21
3. Rights of Parties-in-Interest	21
4. Time of Processing	21
5. Notification of Decision	21

PREAMBLE

The East Greenbush Central School District Administrative Association firmly believes that the primary function of the District and the professional staff is to ensure that each child achieves the highest level of educational opportunities obtainable. Furthermore, we firmly believe and foster the District's mission statement, i.e., to promote the maximum growth of every child. As an Administrative Team we believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and Administrative Team. We believe and support the Board of Education's specific objective, i.e., to continue to recruit, select, and employ the best qualified personnel to staff the East Greenbush Central School District Schools.

The East Greenbush Administrators' Association and the Superintendent of Schools of the East Greenbush Central School District agree that the following Agreement, entered into under conditions of collective bargaining to insure the rights and privileges of both parties, represents a continuing joint effort and governs the terms and conditions of employment of the administrative staff for the years **July 1, 2002 to June 30, 2005.**

ASSOCIATION:



(CO-CHAIRPERSON)



(CO-CHAIRPERSON)

East Greenbush Administrators

SCHOOL DISTRICT:



(SUPERINTENDENT OF SCHOOLS)

JAN - 9 2003

(DATED)

ARTICLE I: EMPLOYMENT AGREEMENT

This agreement, beginning **July 1, 2002**, is between the Superintendent of the East Greenbush Central School District, maintaining its principal office at East Greenbush, New York, hereafter referred to as the "District", and the East Greenbush Administrators' Association hereafter referred to as the "Association".

ARTICLE II: RECOGNITION

The Board shall recognize the Association as the exclusive negotiating agent for all matters and procedures pursuant to the negotiating unit and pertinent to the administrators of the unit and administrative appointments and transfers. The negotiating unit consists of K-12 principals, assistant principals, Director of Physical Education/Health and Athletics, Director of Pupil Personnel Services, Director(s) of Standards and Assessments, and Assistant Director of Pupil Personnel Services.

ARTICLE III: PROCEDURES FOR CONDUCTING NEGOTIATIONS

A: Negotiating Team

The Superintendent, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of negotiations as defined by the Taylor Law. Neither party in any negotiations shall have any control over the selection of the negotiator or 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 Association and the Superintendent, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

B: Opening Negotiations

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set. Such request shall be made no later than January 1st in the final contract year. All issues proposed for discussion shall be submitted, in writing, by the Association and the Superintendent at the first meeting. Additional issues can be submitted for discussion by either party no later than two weeks following the initial meeting, and will be placed on the agenda after issues submitted at the first meeting have been discussed. Any additional issues can be considered out of sequence on agreement of both parties.

C: Negotiation Procedures

Designated representative(s) of the Superintendent shall meet at such mutually agreed upon place and times with representative(s) of the Association.

D: Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

E: Committee Reports

The parties agree that during the period of negotiations, prior to reaching agreement or the declaration of an impasse, information concerning such negotiations will not be released to the general press or other news media. Upon reaching agreement or declaration of impasse, specific details of negotiations will be released to news media only with the approval of both parties.

F: Reaching Agreement

When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of each party to the negotiations. The final agreement shall be submitted to the Association and the Board of Education for implementation as required under the Taylor Law.

ARTICLE IV: WORK YEAR

1. Association members work from **September 1st** to **June 30th**, less the teacher recess period indicated on the adopted school calendar. In addition, they will work a minimum of twenty-seven (27) additional days, of which a minimum of twenty (20) days are to be worked during July and August. The additional seven (7) days may be worked during July and August or during recess periods designated in the annually adopted school calendar. All additional days will be determined in consultation with the Superintendent.
2. Each employee shall prepare a schedule of the twenty-seven (27) additional days. This schedule shall be submitted to the Superintendent of Schools by June 1st.
3. The work year's days in the article do not include Saturdays, Sundays, or holidays unless previously approved by the Superintendent of Schools.

ARTICLE V: FRINGE BENEFITS, LEAVES AND RETIREMENT

A. Benefits

Unless otherwise stated, the minimum benefits shall be the same as those granted to all other professional employees of the school district except that all benefits shall be prorated on an eleven and twelve month basis where appropriate.

1. Sick Leave, Personal Leave and Catastrophic Illness Protection

- a. All administrators may accrue sick leave at the rate of one and one-half (1 ½) days per month for the employment year. An administrator may "borrow" against credits to be earned that year. Should the administrator leave the District during the year and "owe" such leave credits, the value of leave "owed" shall be deducted from any compensation due.

Sick leave shall be cumulative to 275 days. The accumulation of sick days shall appear periodically on the bi-weekly pay stub.

- b. All administrators may accrue personal leave at the rate of 3.3 days per year without financial loss up to a maximum of 33 accumulated days.

The intent of personal leave is to allow the administrator to take care of matters that cannot be taken care of other than during the regular school day. Such leave is not subject to prior approval except as noted below:

- An administrator who anticipates the need for use of personal time immediately prior to or following a recess or holiday period may present a request to the Superintendent. The granting of such leave is subject to the prior approval of the Superintendent.

- An administrator who anticipates the need for use of personal leave for a consecutive period of three (3) or more days shall present a written request for such use to the Superintendent. The granting of such leave is subject to the prior approval of the Superintendent.

- Unused personal leave will be permitted to accrue as additional sick leave to an amount not to exceed 33 days.

- c. The administrators will fall under the protection of established Board of Education practice, or under policies developed during the life of this agreement, in the event that extended illness results in total depletion of accumulated sick and personal leave days.

2. Health Insurance, Dental Care and IRS 125 Plan

- a. Health Insurance - Premiums for health insurance will be collected by payroll deductions. The health insurance offered to all employees shall be the benefits stipulated in the Blue Shield of Northeastern New York Par Plus with Major Medical Plan as developed for the East Greenbush Central School District in July, 1991. Copies of the policies stipulating the benefits to the aforementioned plan shall be signed by each of the parties, and a copy of each shall be retained by each party.

The plan shall be offered to all retirees of the EGAA, and shall continue to be offered to such retirees as long as participation of retirees is mandated for the Statewide Plan (formerly offered to the EGAA) under Civil Service Law, Article XI, and amendments thereto.

Effective July 1, 2002, the District agrees to pay 90% of the full premium cost for employees for both single and dependents' coverage. These contribution rates apply to any District plan which may be selected by the EGAA member.

The District's level of contribution for retirees shall be 100% for retirees and 50% for dependents. To qualify, the retiring employee must have served a minimum of ten (10) years continuous service with the District and must be in the service of the District at the time of retirement.

- b. Dental Care - The District shall continue to provide dental care as stipulated and established by the 1981-84 Agreement. Effective July 1, 2002, the District agrees to pay 90% of the full premium cost for employees for both single and dependents' coverage.
- c. IRS 125 Plan - Effective January 1, 1996, the District shall offer an Internal Revenue Code Section 125 Plan to which EGAA members can contribute to cover the cost of health insurance, disability and life insurance premiums consistent with applicable law and regulation. Effective February 1, 1996, EGAA members shall also be eligible to contribute toward the cost of unreimbursed medical expenses and dependent care consistent with applicable law and regulation.

3. Term-Life Insurance

- a. The school district will provide term life insurance amounting up to two (2) times an eligible administrator's annual salary with a maximum cap identified in the insurance policy from The Standard Life Insurance Company of New York. Copies of the policy setting forth the terms and conditions of this term life insurance coverage shall be provided to all members of the Association.
- b. Upon retirement from the School District, administrators may elect to continue at their cost life insurance coverage for retirees subject to the terms and conditions of the policy referenced above in paragraph a.

- c. If during the term of this agreement, the Standard Life Insurance Company of New York terminates coverage and the policy pursuant to its terms and conditions, the District will give notice of the termination and seek similar coverage with another carrier. In the event the district is unable to secure coverage, they will bargain with the Association term life insurance coverage for current employees and retirees.

4. Long Term Disability Insurance

- a. The school district will provide a long-term disability insurance program in the insurance program amounting to sixty percent (60%) of salary with a maximum cap identified in the insurance policy from the Standard Life Insurance Company of New York. Copies of this policy setting forth the terms and conditions of this term life insurance coverage shall be provided to all members of the Association.
- b. If during the term of this agreement, the Standard Life Insurance Company of New York terminates coverage and the policy pursuant to its terms and conditions, the District will give notice of the termination and seek similar coverage with another carrier. In the event the district is unable to secure coverage they will bargain with the Association term long-term disability insurance coverage for current employees and retirees.

5. Longevity

Effective **July 1, 2002**, eligible administrators shall receive an annual longevity payment in accordance with the following schedule:

“L1”: A longevity adjustment will be granted at the beginning of the administrator’s 8th (eighth) year of continuous administrative service with the East Greenbush Central School District. The individual will receive an annual lump sum payment of \$1,700 (seventeen hundred dollars) to be paid and earned along with Article VI (B)’s base salary. The payment is to be spread over an annualized payment schedule.

“L2”: A longevity adjustment will be granted at the beginning of the 11th (eleventh) year of continuous administrative service with the East Greenbush Central School District. The individual will receive an annual lump sum increase above “L1” by \$1,500 (fifteen hundred dollars) to be paid and earned along with Article VI (B)’s base salary. The payment is to be spread over an annualized payment schedule.

“L3”: A longevity adjustment will be granted at the beginning of the 14th (fourteenth) year of continuous administrative service with the East Greenbush Central School District. The individual will receive an annual lump sum increase above the total of “L1” plus “L2” of \$1,000 (one thousand dollars) to be paid and earned along with Article VI (B)’s base salary. The payment is to be spread over an annualized payment schedule.

6. Professional Goal Setting

Unit members are eligible for an additional annual payment for accomplishment of professional goals.

The District will budget a sum for each Director and Assistant Director, as well as Principal or Assistant Principal assigned to K-8 responsibilities up to the following amounts:

2002-2003:	\$1,700
2003-2004:	\$1,850
2004-2005:	\$1,950

The District will budget a sum for each of those assigned to Grades 9-12 responsibilities up to the following amounts:

	<u>Assistant Principal</u>	<u>Principal</u>
2002-2003	\$2,200	\$2,700
2003-2004	\$2,350	\$2,850
2004-2005	\$2,450	\$2,950

To receive the professional goal allocation, the unit member must complete the goals mutually agreed upon between the Superintendent and Administrator. Payment will be made in a lump sum upon completion of the annual evaluation as per Article VII (C).

B: Extended Professional Leave

Extended professional leave may be granted to a member of the association according to the following provisions:

1. Such leave may be granted to one member of the Association per fiscal year upon recommendation of the Superintendent of Schools. The final decision to grant such leave will rest with the Board of Education after a positive recommendation from the Superintendent of Schools.
2. Arrangements for adequate coverage of the administrator's assignment must be completed before such leave can be granted. (See Article VII, Section D)
3. To be eligible for an extended leave, a member of the Association shall have been employed by the East Greenbush Central School District for a minimum of seven (7) years and have been a member of the negotiating unit for a minimum of three (3) years. A member's eligibility for leave shall be restricted to one (1) for each assignment in the school district, i.e.

K-12 principals, assistant principals, director of physical education/athletics/health, and director of pupil personnel services.

4. A member of the Association granted a full year professional leave will receive the full year's salary. If the leave is for one-half (1/2) year, the member's full salary for that one-half (1/2) year will be paid.
5. Requests for leave shall be submitted by February 1st of the school year prior to the commencement of leave. Such requests will be in the form as required by the Superintendent of Schools. The Superintendent may grant an extension of the deadline under extraordinary circumstances.
6. At the conclusion of an extended professional leave, the Association member shall return to the District for a period of not less than two (2) years. Failure to complete this requirement shall result in a prorata reimbursement to the District for the cost of the extended professional leave. The cost shall be the salary of the replacement, in most cases that of an intern or new hire, but shall not exceed 50% (fifty percent) of the administrator's annual salary for the year of extended professional leave. The basis of the proration shall be 1/22nd of the liability per month worked.

C: Other Absences

Additional leaves, or extensions beyond the above mentioned leaves, may be granted at the discretion of the Board of Education by Board action.

1. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 and Board of Education Policy, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees for the following reasons:

1. The birth, adoption, or acceptance for foster care purposes of a child by the employee and the care of the child; or
2. To care for a spouse, child, or parent of the employee if such immediate family member has a serious health condition; or
3. The employee's own serious health condition makes the employee unable to perform the functions of his/her position.

Leave time beyond the twelve (12) weeks provided herein shall only be limited by the provisions of this Article and any other applicable law.

D: Professional Responsibilities

In the event that an Administrator is required to act as a consultant outside the school district during the year, and this request is approved by the Superintendent, the following will be in effect:

1. Approval for such leave may be granted with pay by the Superintendent, and/or
2. Compensatory time may be arranged by both parties.
3. Such leaves may be granted as professional leave with Board approval.

E: Reassignment to Non-Administrative Duties

Administrators, upon being involuntarily assigned professional duties other than administrative by the Superintendent, will continue on the administrative salary schedule only if the assignment is 50% (fifty percent) administration related duties. If an administrator is reassigned and falls within the teacher's negotiating unit, remuneration will be according to the controlling agreement of that unit and the administrator's total teaching and administrative experience will be used to determine the step placement.

In the event that an administrator cannot be reassigned to another administrative, supervisory, or teaching position for which the person is certified, the Superintendent of Schools will hold a conference to inform the administrator, no later than March 15th. An administrator so terminated will receive severance pay of 50% (fifty percent) of that person's annual salary. If a position is offered and the administrator refuses it, this severance pay will be forfeited.

F: Professional Development

1. The Board of Education agrees to provide funds to be applied to costs involved in pursuing professional development activities. These activities may include (but not limited to) attendance at conferences, workshops and seminars, participation in graduate level course work, visitations to other school district, etc.

A fund of money of \$9,150 (nine thousand one hundred and fifty dollars) will be established to provide for all of the aforementioned activities. Funds not expended may be considered for extended professional development activities in the next calendar year.

2. In addition to the funds listed in Item 1, each member may request annual reimbursements not to exceed \$300 for professional organizational dues or memberships in community organizations.

G: Retirement Incentive Program

Eligible employees will be entitled to the early retirement incentive payable during the month of June when retirement occurs in the amount equal to 50% (fifty percent) of total accumulated sick and personal leave days times the "value" shown below:

<u>Retirement Year</u>	<u>Value</u>
2002-2003	\$211.04 (Maximum \$32,500)
2003-2004	\$220.78 (Maximum \$34,000)
2004-2005	\$233.77 (Maximum \$36,000)

To receive this incentive, the employee must comply with all conditions set forth below.

1. The employee must be the minimum age required by New York State Teachers' Retirement System at which the employee can retire without reduction of retirement benefit, and must have completed ten (10) years of service in administration in the East Greenbush Central School District or a combined total of twenty (20) years in the EGCS D to include administration and teaching on or before September 1, and retire on or before June 30 preceding the September 1 date on which he or she first meets these eligibility requirements.
2. Employees shall be entitled to the incentive in the first or second year of retirement eligibility (a two-year window of eligibility for the incentive). Thereafter the employee will no longer be eligible for the incentive.
3. To be eligible for this early retirement incentive employees must submit their resignation for purposes of retirement on or before February 1 in the school year at the end of which their retirement is to become effective.
4. Employees who may be eligible for more than one retirement incentive may not elect this incentive if another is selected.
5. The estate of any bargaining unit member who dies while employed by the District without having become eligible to receive the retirement incentive described in these paragraphs shall receive 100% of the benefit as set forth in this section within sixty (60) days of the death of the bargaining unit member.

H: Court Appearances

As provided by law, a member of the E.G.A.A., who is required to be at court on professional related matters as a result of a subpoena, or written request of a lawyer, will receive full pay. The subpoena, its copy or the written request of a lawyer must be presented in the Superintendent's office.

I: Automobile Reimbursement

Mileage rates will be kept equal to guidelines used by the IRS.

J: Grant Applications

Administrators who plan to initiate an application for grant funds which would benefit the school district will submit a summary outline of their proposal to a committee established by the Superintendent. The committee will be composed of a member of the Board of Education, a central office staff member, and a representative from the E.G.A.A. The committee will review the summary of the proposal and will approve the development of said proposal for consideration under this article of agreement with the E.G.A.A. The final application must be approved by the Board of Education.

Administrators who receive approval from the specially appointed committee and who are successful in obtaining grant funds which benefit the school district will receive a "finder's grant" of 5% (five percent) of the grant, not to exceed \$3,000 (three thousand dollars) unless written into the grant.

In the event that the project proposal contains a provision for administrative service costs, the "finder's grant" will be written into the project.

K: Availability During Recess Periods

School administrators will continue to be available during recess periods to assist district administrators with assignments of a compelling nature, e.g. interviews, special reports, special meetings, etc. Such availability is premised on sufficient notice.

ARTICLE VI: SALARY

A: Salary Schedule

The salary schedules for 2002-03, 2003-04 and 2004-05 school years provide a 3.6%, 3.2% and 3.2% general wage increase respectively, advancement to the next step for those eligible, and creation of a step 9 in 2002-03 for those employees who have reached the top of the salary scale in 2001-02.

Base Salary Schedules

	Step	<u>2001-02</u>	Step	<u>2002-03</u>	Step	<u>2003-04</u>	Step	<u>2004-05</u>
Assistant	1	67,963	1	70,410	1	72,663	1	74,988
Director or	2	68,929	2	71,410	2	73,695	2	76,053
Assistant	3	69,895	3	72,411	3	74,728	3	77,119
Principal	4	70,861	4	73,412	4	75,761	4	78,185
	5	72,203	5	74,802	5	77,196	5	79,666
	6	73,546	6	76,194	6	78,632	6	81,148
	7	76,190	7	78,933	7	81,459	7	84,066
	8	77,333	8	80,117	8	82,681	8	85,327
	9	N/A	9	81,301	9	83,903	9	86,588
Director	1	71,671	1	74,251	1	76,627	1	79,079
	2	73,017	2	75,646	2	78,067	2	80,565
	3	74,699	3	77,388	3	79,864	3	82,420
	4	76,381	4	79,131	4	81,663	4	84,276
	5	77,944	5	80,750	5	83,334	5	86,001
	6	79,507	6	82,369	6	85,005	6	87,725
	7	82,198	7	85,157	7	87,882	7	90,694
	8	83,431	8	86,435	8	89,201	8	92,055
	9	N/A	9	87,712	9	90,519	9	93,416
Principal	1	73,414	1	76,057	1	78,491	1	81,003
	2	75,271	2	77,981	2	80,476	2	83,051
	3	77,876	3	80,680	3	83,262	3	85,926
	4	80,674	4	83,578	4	86,252	4	89,012
	5	82,493	5	85,463	5	88,198	5	91,020
	6	84,314	6	87,349	6	90,144	6	93,029
	7	86,958	7	90,088	7	92,971	7	95,946
	8	88,263	8	91,440	8	94,366	8	97,386
	9	N/A	9	92,792	9	95,761	9	98,825

Differential for Assistant Principal in Grades 9-12 will be \$1,000 in addition to the amounts shown above in each year.

Differential for Principal in Grades 9-12 will be \$1,500 in addition to the amounts shown above in each year.

ARTICLE VII: MISCELLANEOUS

A: Board Consultants

It is recognized that all members of the unit have a responsibility to serve in a consultant and supportive role to the Board of Education and the Superintendent during the negotiation process with other units representing District employees.

B: Review of Files

1. Each member of the E.G.A.A. shall have the right, upon adequate advance request, to review the contents of their personnel file. The E.G.A.A. affirms the right of the Board of Education and the Administration to remove from the files, prior to administrator review, only those letters of reference originating from outside the district which are determined to be of confidential nature. At the member's request they may be accompanied to the review of their personnel file by an individual of their own choosing. No material shall be placed in the administrator's file unless a copy of same has been given to the administrator. The administrator shall have the right to place a statement in the personnel file regarding any information placed within it. Letters of reference originating from outside the district may be seen by the administrator if they obtain a release from the source(s).

The original copy and the E.G.A.A. member's copy of those personnel file items originating in the building where the E.G.A.A. member works will be initialed and dated by said member prior to those items being placed in the file.

For those personnel file items that originate outside of the building where the E.G.A.A. member works, the member's copy will be sent in a sealed envelope with an enclosed receipt which indicates what the item is about, the date the item was written, and the source of the item. The receipt, once initialed and dated by the E.G.A.A. member, will be attached to the original in the file.

The initialing and dating procedure as outlined above is merely that the E.G.A.A. member has seen and received a copy of the material and will not be construed as agreement with what the material states.

2. Whenever any official statement, charge, complaint or allegation is made against any administrator concerning personal conduct, including evaluation of administrative competence, said statement, charge, complaint or allegation is to be reduced to writing and a copy given to the administrator. If a conference is to be held concerning said statement, the written notice shall contain the time, date, and location of such conference. At all times the administrator shall have the right to request a conference about the above. In any conference, the administrator has the right to representation. Copies of the statement will be furnished to the E.G.A.A. upon the request of the administrator.

C: Evaluation

The Superintendent of Schools or designee shall provide each administrator with an annual professional performance review prior to October 1st following the current work year. A subsequent meeting date shall be arranged at a mutually convenient time to discuss the contents prior to its inclusion in the individual's personnel file.

In the event that an administrator has elected to resign for the purposes of retirement and has given notice of this election to the Superintendent of Schools on or before February 1st, the Superintendent of Schools will complete this review not later than June 1st.

D: District Administrative Intern

The district may have an administrative intern on staff from September through June. Arrangements for such an intern will be made by the Superintendent or designee.

In the event that an administrator is absent due to illness, conference attendance, etc., for more than three consecutive days, coverage will be provided through the assignment of the intern.

If more than one administrator is absent during the same period of time, the intern will share the responsibilities of the absent administrators.

A subcommittee of the E.G.A.A., in conjunction with the Superintendent, will define the role, responsibilities, and selection process for the administrative intern. The Superintendent and representatives of the E.G.A.A. will jointly participate in the hiring process.

E: Legality of Agreement

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall be deemed valid only to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

F: Legislative Action for Implementation

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

G: Amendment to Agreement

The Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

H: Annual Physical

The Board agrees to assume the cost of an annual physical for each member under the following conditions:

1. The physical is optional. Each member will determine whether to have the exam except when directed as provided by Education Law.
2. If the member has the exam, the choice of physician will be left up to the member.
3. The Board will establish an annual maximum cost based upon a reasonable fee set by local physicians.
4. The District will pay the difference between the member's health insurance allowance and the maximum cost (see #3 above).

I: Meeting with the Board

The Superintendent will schedule an annual meeting, at a time mutually agreed upon, with the Board of Education and the district administrators.

J: Administrator Transfer or Reassignment

1. Definitions of terminology as used in this Article:
 - a. "*Transfer*" refers to lateral movement from one job position to another, accompanied by a change in assignment with respect to building, tenure area, or certification field.
 - b. "*Voluntary Transfer*" refers to a transfer sought by an administrator to fill a vacancy or new job position.
2. Voluntary Transfer
 - a. Administrators who desire a transfer may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent.

- b. The following criteria shall be considered in effecting transfer of administrators:
1. administrative requirements;
 2. individual qualifications; including an administrator's area of competence, certification, and quality of administrative performance;
 3. staff availability;
 4. length of service in the East Greenbush Central School District, preference where the foregoing factors are substantially equal being given to the transfer applicant with the greatest number of years of administrative experience in the district;
 5. the conveniences and wishes of the administrator applicant.
- c. The Superintendent shall cause to be posted periodically in each building during the period from *September 1st* through *June 1st* newly created or vacated administrative positions at least ten (10) working days prior to closing a vacancy. Any administrator wishing to transfer to one of such vacancies should notify the Superintendent in writing ten (10) days after posting such notification to indicate the position desired. The district may solicit applications from individuals.
- d. Administrators employed within the district shall be given first consideration.

ARTICLE VIII: GRIEVANCE PROCEDURE

A: Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable resolution of alleged wrongs through procedures under which parties may present grievances free from coercion, restraint, or reprisal. However, every effort shall be made to resolve differences concerning working conditions or conditions of employment on an informal basis before the differences become a grievance. This procedure is not intended to impair in any way the use of normal channels of supervision and administration for suggestions to improve the school system or for the informal resolution of disagreements between an E.G.A.A. member and their supervisors about matters influencing working conditions. Nothing contained herein shall be construed as limiting the right of any member of the Negotiating Unit having a grievance to proceed independently of this grievance procedure.

B: Definitions

1. ASSOCIATION shall mean the East Greenbush Administrators' Association.
2. BOARD OR BOARD OF EDUCATION shall mean the Board of Education of the East Greenbush Central School District.
3. DAY shall mean any calendar day exclusive of Saturday, Sunday, general vacation periods, and holidays from *July 1st* until *June 30th*
4. GRIEVANCE shall mean a written allegation by an employee in the negotiating unit that:
 - a. There has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, or
 - b. That a member of the Association has been treated unfairly or inequitably by reason of an act or condition affecting employment.
5. GRIEVANT shall mean any individual or group filing a grievance or the Association filing a grievance in its own name.
6. PARTY-IN-INTEREST shall mean any party named in the grievance, except the grievant, or who shall be permitted to become a party to the grievance.
7. REPRESENTATIVE shall mean any person designated by the grievant to represent him/her in this grievance procedure.
8. SUPERINTENDENT shall mean the Superintendent of Schools or the individual authorized to act in place of the Superintendent in the resolution of a grievance.

C: Rights of the Grievant

1. The grievant may select any representative(s) to assist in pursuing a grievance, except that no such representative may be present as an officer or agent of any organization other than the Association. A grievant may revoke the authority to represent and may name additional representatives at any time by written notification through the channels used to submit the grievance or appeal.
2. The grievant is entitled to a hearing at any level in this procedure upon written request submitted as part of the grievance or appeal. The absence of such a request will be deemed a waiver of this right but will in no way limit the power to convene a hearing on the initiative of the individual designated to render a decision. The hearing officer will be named by the individual designated to render a decision on the grievance or appeal.

3. The rights of the grievant in any hearing shall include the right to:
 - a. reasonable notice of the date, time, and place of the hearing,
 - b. give testimony,
 - c. hear all testimony,
 - d. call witnesses,
 - e. question all witnesses,
 - f. request a closed hearing,
 - g. a copy of any document offered in evidence that is not generally available,
 - h. a copy of any written summary of the hearing,
 - i. attach a statement to the official record of the hearing indicating any disagreement therein.
4. The grievant shall have access to written statements, records, and materials pertaining to the grievance, excluding confidential material and the District personnel files. The grievant shall be supplied with a copy of any decision rendered under this procedure including a copy of summaries of oral statements and/or documents used as a basis for any decision and not otherwise recorded.
5. The grievant may pursue a grievance under this procedure with or without the assistance of the Association without prejudice to the grievant or the Association.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

D: Rights of the Association

1. The Association shall receive a copy of any grievance, including supporting materials, and of any decision rendered pursuant to this article.
2. The Association shall be a Party-In-Interest in any grievance based on the alleged violation, misinterpretation, misapplication, or inequitable application of this Agreement and shall have the right to submit briefs to support or refute the allegations of any party in such grievance.
3. The Association may have an observer at any hearing held under these procedures where it would not otherwise be represented and shall be granted reasonable notice of the date, time, and place of any hearing.

E: Procedure

1. Level 1 - Superintendent

- a. The grievant will submit to the Superintendent a written grievance containing the following information:
 - 1. the name(s) of the grievant,
 - 2. the name(s) of any representative(s) authorized to speak for the grievant,
 - 3. the law, Board policy, administrative policy, regulation, procedure, order, work rule, or article of this contract allegedly violated, misinterpreted, or inequitably applied,
 - 4. the act, omission, or condition forming the basis for the grievance and all known facts relating thereto pertinent to the grievance,
 - 5. the redress sought,
 - 6. any request for a hearing.
- b. The Superintendent will conduct an investigation and/or hearing on the grievance. A hearing shall be held if requested by the grievant.
- c. The Superintendent shall render a written decision containing the following:
 - 1. response to all issues raised in the grievance,
 - 2. findings of fact and/or reasoning and conclusions on issues,
 - 3. redress to be granted, if any,
 - 4. in the absence of a hearing, copies of documents and/or summaries of oral statements used as a basis for the decision and not otherwise recorded,
 - 5. notification of the right of the grievant to appeal the decision and of the date on which this right expires under these procedures.

2. Level 2 - Board of Education

- a. The grievant or the Association in any case where it is a party-in-interest may appeal the decision of the Superintendent to the Board of Education. The appeal will contain:
 - 1. The basis for the appeal. No appeal may be based solely on the absence of a hearing when the right to a hearing was waived.
 - 2. The names of any representatives(s) authorized to act in behalf of the grievant, and
 - 3. Any request for a hearing.

- b. The Board, or a committee thereof, will conduct an investigation and/or hearing to determine the merits of the appeal. Any request for an open hearing shall be granted. In the absence of the specific request for an open hearing in the appeal, the Board will determine whether any hearing(s) held will be open or closed.
- c. The Board will render a written decision containing:
 - 1. a response to all issues raised,
 - 2. redress to be granted, if any,
 - 3. a notification of the right of the grievant to bring the grievance to arbitration, when appropriate, and of the date on which this right expires under these procedures.

3. Level 3 – Advisory Arbitration

- a. If the grievance is not resolved at the Board level, either party may notify the American Arbitration Association by filing a demand for voluntary arbitration, and provide a copy of this notice to the other party.
- b. The grievance will then be handled according to the American Arbitration Association rules for voluntary arbitration:
 - 1. The cost of the arbitrator shall be equally shared by the parties.
 - 2. arbitrator shall have no authority to add to, delete from, or amend this agreement.
 - 3. The arbitrator's decision shall recommend a disposition of the grievance. If the parties mutually agree to this recommendation, it shall become final and binding on them.

F: Miscellaneous Provisions

1. Time Limits

- a. The parties agree to expedite this procedure.
- b. All rights under this Article shall be deemed waived if no written grievance has been submitted within twenty (20) days after the individual knew or should have known of the act, omission, or condition giving rise to the alleged wrong.
- c. Any hearing shall be initiated not later than the following times after the submission of a grievance or appeal:

Level 1 - 10 days
Level 2 - 10 days
Level 3 - 15 days

d. A written decision shall be issued not later than the following time after conclusion of a hearing or, if no hearing is held, after the submission of the grievance or appeal:

Level 1 - 10 days

Level 2 - 10 days

Level 3 - 15 days

e. Failure to meet the time limits in Sections c or d shall be a basis for appeal to the next higher level in this procedure.

f. The grievant shall appeal any decision under this procedure not later than ten (10) days after the receipt of the decision or fifteen (15) days after the decision is mailed to the grievant's address of record, whichever is the lesser. Failure to appeal within these time limits shall be deemed acceptance of the decision and a waiver of further rights under this procedure.

g. These time limits may be extended by written agreement of the grievant and the individual(s) authorized to render a decision on the grievance.

2. Official Record

The Superintendent will maintain an official record of all proceedings under this article. This record will be available for inspection and/or copying by the grievant, the Association, and any party-in-interest. The record will be maintained separately from other District records and shall be a public record.

3. Rights of Parties-in-Interest

Any party-in-interest shall be granted the right to an observer at any proceedings under this procedure, except that no observer shall be present as an officer or agent of any organization other than the Association.

4. Time of Processing

The preparation and processing of a grievance, insofar as practicable, shall be conducted at the convenience of all parties. Every reasonable effort will be made to avoid interruption of building activity and to avoid involvement of teachers and students in any phase of this procedure.

5. Notification of Decision

The decision at each stage shall be provided to the grievant by personal delivery, for which an acknowledgement of receipt shall be given, or by certified mail at the grievant's address of record.