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AGREEMENT

Between the

BOARD OF EDUCATION

and the

**AMSTERDAM SCHOOL
ADMINISTRATORS' ASSOCIATION**

July 1, 2003 to June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

RECOGNITION AND DUES DEDUCTION

1. **Amsterdam School Administrators' Association is recognized as the exclusive collective bargaining representative for all Administrators and Supervisory personnel (except the Superintendent, Assistant Superintendent, Directors of Personnel, Finance, Pupil Services, and Instruction) and excluding all other District employees.**

The term "Administrator" used in this agreement includes all members of the unit.

2. **The Board agrees to the monthly deduction of a uniform amount from the salaries of members of the Association for dues for the Association, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the treasurer of the Association. (See Appendix A.)**

ARTICLE II

EMPLOYEE SUPERVISION

All Administrators will be responsible to the Superintendent of Schools and/or his designee. Assistant Principals will be directly responsible to their Building Principal.

EMPLOYEE EVALUATION

Each Administrator shall receive at least one annual written performance evaluation no later than June 30th. The primary evaluator of Administrators shall be the Superintendent of Schools or his designee.

A copy of the written performance evaluation shall be provided to the Administrator and a follow-up conference scheduled. Additional conferences may be scheduled as necessary. The Administrator shall indicate his/her receipt of the evaluation by signing it. A copy shall then be placed in his/her personnel file and another provided for the Administrator's record. The Administrator shall have the right to attach written comments to the final evaluation.

ARTICLE III

SALARIES

1. Except where otherwise indicated, all administrative salaries shall be computed and remunerated for a 12 month period commencing on July 1 and concluding on June 30. Salaries for 2003-07 shall conform to those shown in Appendices B, unless an adjustment in the training factor is called for.
2. Salaries covered by this agreement shall be calculated using the following base salary:

2003-04	-	\$82,156
2004-05	-	\$85,032
2005-06	-	\$88,008
2006-07	-	\$91,088

3. The base salary amount shall be adjusted in accordance with the individual Administrator's level of teaching and/or administrative experience and training. The following experience and training factors shall be employed as is applicable:

EXPERIENCE FACTOR

0 - 5 years	- 0%
6 - 10 years	- 1%
11 - 15 years	- 2%
16 - 20 years	- 3%
21 - 25 years	- 4%
26 - 29 years	- 5%
30 - 34 years	- 6%
35+ years	- 7%

TRAINING FACTOR

M.S.	- 1%
M.S. + 15	- 2%
M.S. + 30	- 3%
M.S. + 60	- 4%
M.S. + 90	- 5%
Doctorate	- 6%

4. Article III(4), the Factor of Responsibility is hereby amended to delete the distinction between a "Large School" and a "Small School". All "elementary principals" will be paid at the rate of 83% and the following formula shall be applied to give the principal an additional percentage, based upon the average number of students in his/her building:

Annual average number of students in the building* - 200 x 5% = additional percentage**

200

* average daily enrollment for each year reported on a monthly basis

** additional percentage cannot exceed 5%

This additional compensation shall be calculated at the end of each school year and shall be payable no later than July 31st of year after calculation.

The following Factor of Responsibility shall be employed in calculating Administrator salaries by title:

High School Principal	100%
Middle School Principal	95%
Elementary Principal	83%
Assistant Principal - High School	87%
Ass't. Prin./Athletic Director – High School	87%
Assistant Principal - Middle School	86%
Coordinator of Health, Physical Education and Interscholastic Sports	80%
Chairperson of the Committee of Special Ed.	78%

5. The Greater Amsterdam School Board may wish to make an additional or extraordinary assignments to unit Administrators. Such additional assignment, if accepted by the Administrator, shall result in a five percent (5%) increase in the individual's Responsibility Factor. At the time of the Agreement six (6) additional assignments have been adopted by the Board. They are:

Coordinator of Reading Coordinator of Mathematics
 Coordinator of Science Coordinator of Tecler Diagnostic Center
 Coordinator of Social Studies
 Chairperson of the Committee on Pre-school Special Education

A listing of duties and responsibilities of these assignments shall be prepared and kept on file in the Central Administration Building. Annual review of all additional assignment performance shall be made by Superintendent no later than June 30. Any additional assignments adopted by the Board shall remain in effect for the duration of this agreement and at the sole discretion of the Board, may be continued beyond June 30, 2003. In the event an Administrator who has assumed an additional assignment leaves the employ of the District, or wishes to withdraw from performing the additional assignment, the decision to maintain the additional assignment shall be at the sole discretion of the Board.

6. (a) Twelve (12) month employment is defined as the period from July 1, to June 30. During this period, twelve (12) month Administrators hired on or after July 1, 1984, shall be entitled to the following days of vacation:

0 - 10 years of educational service	15 days
11 - 20 years of educational service	17 days
20 + years of educational service	25 days

Twelve (12) month Administrators employed before July 1, 1984, shall continue to receive the current 20 vacation day entitlement per year plus be eligible for the additional 5 days as their service may justify.

Vacation days shall be taken while students are not scheduled to be in school. No more than twenty (20) days shall be taken during July and August. If an emergency circumstance arises and vacation time is needed during days when school is in session, approval must first be obtained from the Superintendent of Schools. Administrators shall cooperate in providing building coverage in such cases, as designated by the Superintendent. Annual vacation leave must be mutually agreed to by the employee and his/her supervisor(s).

- (b) Administrators shall not be required to provide their services on legal holidays when school offices are officially closed.
 - (c) Administrators will be allowed to carryover up to ten (10) unused vacation days into the next school year beginning July 1. Said days to be used by the end of that year.
 - (d) The District will buy back up to five (5) days of unused vacation leave each year at the Administrators then per diem salary rate. Administrators must notify the District's Business Administrator of the number of vacation days being sold back not later than the first Tuesday following Spring recess.
7. Ten month employment is defined as the period from September 1 to June 30. Administrators employed for a work year of 10 months, 10 1/2 months, or 11 months shall be entitled to a 10 day vacation period during their employment year as designated by the Superintendent after consultation with the Administrator involved. Effective with new Administrators employed after July 1, 1980, the District shall have the right to assign a scheduled work year of less than 12 months at the appropriate pro-rata 12 month salary, except for the vacation entitlement as indicated above, all other fringe benefits shall be as described in Articles IV through VI.
8. New employees will be hired based upon the salary base and those factors delineated in Article III, Sections 2, 3, and 4.

ARTICLE IV

LEAVES OF ABSENCE

A. Physical Examinations

- 1. Administrators may be required to have a physical upon their initial employment and every two years thereafter, by a physician chosen by the District, at the District's expense.

2. The Board shall provide the following:
 - a. Physical examination every two years.
 - b. Chest x-ray every two years if recommended by a physician.
 - c. Annual Flu shots (if desired).

B. Sick Leave

1. Administrators shall be entitled to sick leave with full pay to be credited at one day per month of employment for a maximum of thirteen (13) days per year. Employees appointed as Administrators with an effective date before July 1, 2002, may accumulate unused sick leave days without limitation, as long as the Administrator remains continuously employed as Administrators in the District. Employees appointed as Administrators with an effective date on or after July 1, 2002, may accumulate unused sick leave days up to a maximum of 250 days. For the purpose of the payout under Article VI(C), the cap on accumulated sick leave days remains 200 for all Administrators.
2. Administrators whose respective schools are closed by order of the Health Department or the Superintendent of Schools, shall receive full pay and such absence shall not be charged to sick leave.
3. Where the Superintendent has reasonable cause to believe that an abuse of sick leave may be occurring by an Administrator, he/she may require a timely doctor's certificate and/or an examination by another physician. Any such requirement or examination shall be at the District's expense. In any dispute involving the "reasonable cause", the District shall bear the burden of proof.
4. An Administrator who has been absent because of a serious infectious or contagious disease shall be required to submit evidence of complete recovery before resuming his/her duties. In the event of absence of an Administrator for illness in excess of seven (7) consecutive working days, a medical excuse from a physician may be required in order to return officially to work.
5. When the effective date of appointment of an Administrator is before the beginning of the second semester of any year, he/she will be given credit for the full annual sick leave allowance. When the effective date of appointment of an Administrator is on or after the beginning of the second semester, the Administrator will be given credit for six and one-half (6 1/2) days sick leave and one and one-half (1 1/2) days which may be for personal days.

C. Personal Leave

1. Administrators shall be entitled to up to three (3) days for personal leave in each year. Personal leave days unused at the end of any school year shall be added to the Administrator's accumulated sick days.

D. Bereavement Leave

1. If explicitly reported, absence of an Administrator due to the death of a spouse, parent, parent-in-law, brother, sister, child, grandchild, grandparent or stepchild, shall be permitted without loss of pay, or deduction from sick leave or personal leave days. Such absence shall not exceed five (5) days for each death. The Superintendent may grant additional days for death in the immediate family at his/her discretion. Request for additional leave shall be made or confirmed in writing.

E. Long Term Illnesses

1. In the event an Administrator is disabled for an extended period, as verified by a competent medical authority, the District agrees to provide extended sick leave benefits for a maximum of 100 days as provided below, in accordance with the following conditions:
 - a. The Administrator's accumulated sick leave is exhausted.
 - b. The Administrator provides medical evidence of the extended nature of the disability. The Board may require an examination by another physician.
 - c. The Administrator satisfies a five (5) working day waiting period after exhaustion of his/her accumulated sick leave.
2. The District agrees to provide in each school year the total of one hundred (100) days for all Administrators to be used in the event of a long term illness that might occur in accordance with this provision. In no instance shall the total obligation for all Administrators exceed one hundred (100) days in any school year.
3. The District reserves the right to withhold such extended leave benefits when:
 - a. The disabled Administrator qualifies for disability retirement under either the Administrator Retirement System or Social Security.

F. Pregnancy Related Disability and Child Rearing Leave

- 1. Administrators shall be entitled to use accrued sick leave during any period of pregnancy related disability. During any period of pregnancy related disability, if an Administrator has exhausted her accrued sick leave, the Administrator may use leave from the sick leave bank provided for in Article IV.E.**
- 2. Administrators shall be entitled to a leave of absence without pay for the purpose of caring for a newborn or newly adopted child at home for up to one year at a time. Administrators desiring such leave, must request it at least 30 school days prior to the commencement of such leave.**
- 3. Administrators on leave of absence for child rearing purposes will be able to return to his/her position with the District prior to the expiration of such approved leave, in emergency situations (i.e., death of baby). Administrators will be entitled to return to the same or substantially same position upon expiration of the leave.**

G. Sabbatical Leave

- 1. Upon recommendation of the Superintendent, sabbatical leaves may be granted to Administrators who have served at least seven (7) consecutive years in the school system (leaves of absence excepted), for study or other purposes of value to the school system. An Administrator granted sabbatical leave shall return to the Amsterdam School District for at least one (1) year after his/her leave ends. In the event that such a contract is not kept, the staff member agrees to reimburse the Board fully for all sabbatical salary and deductions.**
- 2. The Board of Education may grant such leaves for a maximum of one Administrator in the system each year, provided that qualified applications are received and the granting of any such leave for the time requested will not prejudice the operation of the School District.**
- 3. Applications for sabbatical leave must be submitted to the Superintendent in writing no later than March 1 of the school year prior to the year for which the leave is requested. No decisions will be made on sabbatical requests until after the March 1 deadline. Administrators must be informed of the action taken on such leave applications no later than March 15. Final determination shall be made official by April 1.**

4. **Sabbatical leaves for one (1) year shall be at one-half (1/2) of the salary the Administrator would have received during the period of such leave and for one half (1/2) of a year at full salary. Administrators shall be given credit toward salary increments while on sabbatical leave but no sick leave. Administrators with fourteen (14) years of service with the District, who are on sabbatical leave, shall receive ninety-five percent (95%) of salary for the length of the sabbatical.**
5. **All applications for sabbatical leave shall be reviewed by the Superintendent of Schools and recommendations given to the Board of Education for Board decision.**
6. **Summer Sabbatical - At the discretion of the Superintendent, a summer sabbatical may be authorized for Administrators in areas of critical need as posted by the Superintendent prior to the end of the school year. The posting shall also include information concerning the length of the project, weekly schedule of hours, as applicable, and the salary stipend.**

H. Temporary Leaves of Absence

1. **Administrators will be entitled to the following absences with pay each school year in addition to the leave specified in Article IV.**
 - a. **Not exceeding three (3) days for religious reasons which require absence during school hours.**
 - b. **One (1) day for the purpose of visiting other schools if approved by the Superintendent of Schools upon four (4) days notice.**
 - c. **Time necessary for appearances in any legal proceeding connected with the Administrator's employment, or for the performance of jury duty. An Administrator taking such leave shall reimburse the School District for any fees he/she received as a juror or a witness.**
 - d. **Expense reimbursement and salary payment for attendance at professional conferences, when authorized and approved by the Superintendent, shall be provided by the District.**
 - e. **When members of the bargaining unit are elected as delegates to the New York State Teachers' Retirement System Convention, they will be given necessary time off with pay to attend the convention, up to a maximum of two (2) Administrators for two (2) days.**
 - f. **The Superintendent may authorize leaves not specifically stated in this Agreement. Denial of such requests shall not constitute a basis for grievance hereunder.**

- g. District applications for travel and trip requests should be completed as per District policy.

I. Extended Leaves of Absence

1. A leave of absence without pay of up to two (2) years will be granted to any Administrator who joins the Peace Corps, VISTA, or the National Teachers Corps and up to one (1) year for services as an exchange Administrator and who is a full-time participant in such programs. Upon return from such leave, an Administrator will be considered as if (s)he were actively employed by the Board during the leave and will be given experience credit for such leave as if (s)he had not been absent.
2. Military leave will be granted to any Administrator as provided by the military law. Upon return from such leave, an Administrator will be considered as if (s)he were actively employed by the Board during the leave and will be given experience credit for such leave as if (d)he had not been absent.
3. A leave of absence without pay of up to one (1) year may be granted for personal reasons. Experience credit may be granted by the Superintendent of Schools. Additional leave may be granted at the discretion of the Board.
4. All rights and benefits to which a tenured Administrator was entitled at the time his/her leave of absence commenced will be retained by him/her. Upon his/her return (s)he will be assigned to a position within his/her tenure area, unless otherwise agreed.
5. All requests for leave or extensions or renewals of leaves shall be applied for and granted in writing.
6. An Administrator who returns from any leave and has served more than five (5) months at a given salary level during the year in which the leave commenced, will be given experience credit for such year.
7. An Administrator on a leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least four months prior to the expiration date of such leave. If the Superintendent has not received notice four months prior to the expiration of the leave, he/she shall send a letter of inquiry to the Administrator at an address provided for such purpose. Failure to notify the Superintendent within one month of such inquiry shall be assumed to constitute intent to resign.

ARTICLE V

HOLIDAYS

1. Time off without charge against vacation days will be granted on the following days, provided school is not in session on any such days:

4th of July*	New Year's Day*
Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day
Veterans' Day*	Good Friday
Thanksgiving and Day After	Easter Monday
Christmas Eve*	Memorial Day
Christmas Day*	
New Year's Eve** 1:00p.m. dismissal	

*If any of the above holidays fall on a Saturday or Sunday, Administrators shall receive time off on the Friday before or Monday after, respectively, without charge against vacation days, provided school is not in session on such Friday or Monday. If school is in session on such days, there shall be no alternative day provided by the District.

**Administration will receive time off with pay, provided school is not in session, beginning at 1:00 p.m. on New Year's Eve.

ARTICLE VI

INSURANCE AND OTHER BENEFITS

A. Health Insurance

The District shall offer health insurance coverage for Administrators and their dependents at least equivalent to those in effect on January 1, 1992.

Article VI(A) is hereby amended to provide for the benefits and contribution levels on the same basis as they are provided to the Amsterdam Teachers' Association under Article XXV(D) the 2002-07 Collective Bargaining Agreement, including but not limited to:

The District shall also provide a PPO plan, which shall be the PPO plan offered by the Fulmont Health Trust or the equivalent benefit level as in Appendix F.

Eligible employees hired by the District on or after January 1, 2004 will be offered health insurance under the District's PPO plan or HMO at the appropriate percentage contribution. Effective January 1, 2004, such employees shall not be entitled to health insurance coverage under the indemnity plan.

Effective July 1, 2003, all individuals employed by the District who currently use the PPO or HMO will not be able to opt into the indemnity plan. Instead, such employees must maintain insurance coverage through the HMO or PPO option. Furthermore, for currently employed individuals who move out of the indemnity plan to either the HMO or PPO option, they will not be able to re-enroll in the indemnity plan at any time during their continued employment with the District. Finally, such employees would not be eligible for the indemnity plan in retirement. However, those individuals hired prior to January 1, 2004 who participate in the health insurance buyout option, or who are otherwise ineligible for District health insurance pursuant to Article XXV(E)(3), may opt in the health insurance buyout or become otherwise eligible for health insurance.

If an employee hired prior to January 1, 2004 moves from the indemnity plan to the PPO or HMO option, the District will provide the member a one-time payment as follows:

Individual	-	\$1,000
Two Person	-	\$1,500
Family	-	\$2,000

1. Members of the bargaining unit who are married and whose spouse also works for the District shall be eligible for only one two-person plan, two individual plans, or one family health insurance plan as appropriate to their family situation.
2. Effective January 1, 1996, the District shall contribute ninety percent (90%) of the annual premium for individual and dependent coverage under the health insurance plans offered and the Administrator shall pay the remaining ten percent (10%).

Effective January 1, 1997, the District shall contribute eighty-eight percent (88%) of the annual premium for individual and dependent coverage under the health insurance plans offered and the Administrator shall pay the remaining twelve percent (12%).

Effective January 1, 1998, the District shall contribute eighty-seven and one-half percent (87.5%) of the annual premium for individual and dependent coverage under the health insurance plans offered and the Administrator shall pay the remaining twelve and one-half percent (12.5%).

Effective July 1, 2004 all bargaining unit members will pay 14% of the cost of health insurance and the District will pay 86%.

Effective July 1, 2005 all bargaining unit members will pay 15% of the cost of health insurance and the District will pay 85%.

3. The District will adopt and implement an IRS 125 plan, for the purpose of making the premium contributions as required herein.

B. Health Insurance Buyout

Article VI(B) is hereby amended to provide for the same benefits as are provided to the Amsterdam Teachers' Association under the 2002-07 Collective Bargaining Agreement, as follows:

1. Any Administrator may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this section. The member must elect the cash benefit in writing, which writing must be submitted to the Superintendent on or before May 15th of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election within thirty (30) days of the commencement of employment with the District. No election of the cash benefit will be valid unless accompanied by proof of non-District health insurance coverage.
2. The amount of "cash benefit" to be paid by the District to the entitled bargaining unit member who elects the benefit shall be frozen at the 2002-03 rates for employees hired prior to July 1, 2004 (i.e., \$1,780 for opting out of individual coverage, \$3,549 for opting out of two-person coverage; and \$4,720 for opting out of family coverage). For employees hired by the District on or after July 1, 2004, the health insurance buy-out payments will be set at:

Individual	-	\$ 800
Two Person	-	\$1,600
Family	-	\$2,000

The cash benefit shall be paid by the District in two equal lump sum payments, one payment on or before December 1st of each school year and the second payment on or before June 30th.

3. **Administrators who are married to another employee of the District shall be ineligible for this cash benefit option.**
4. **Any Administrator who has received a cash benefit payment from the District in lieu of health insurance coverage and who leaves the employment of the District prior to June 30, shall have a prorated portion of such cash benefit deducted from his/her final paycheck.**
5. **Any Administrator who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which he/she has elected the cash benefit, provided that he/she makes a written request for coverage under the District health insurance plan to the Superintendent.**

The approval of request for coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who has received a cash benefit payment and who is reinstated under the District health insurance plan prior to June 30 shall have a prorated portion of such cash benefit deducted from his/her first paycheck following reinstatement.

C. Retirement Benefit and Insurance Coverage

1. **Any Administrator who retires pursuant to the rules of the New York State Teachers Retirement System shall be eligible for the following benefits, provided (s)he: (a) has been employed by the District for at least ten (10) consecutive years immediately prior to retirement; (b) provides the Superintendent with a written letter of his/her intent to retire by December 31st of the school year prior to retirement and (c) provides the Superintendent with a written retirement resignation by October 10 of the school year of retirement, including the effective date of retirement; shall receive the following benefits:**
 - a. **A salary increase for the final school year equivalent to the dollar value of one quarter (1/4) of the employee's accumulated sick leave, prorated over the remaining pay periods in that school year. A computation of the final year's entitlement shall be made in June.**
 - b. **The dollar value of the remaining three quarters (3/4) of the accumulated sick leave shall be applied to the retiree's share of health insurance cost, effective upon the date of retirement. The retiree's share of the health insurance premium shall be the same as current employees.**

- c. For the computations in (a) and (c) above, two hundred (200) accumulated days shall be the maximum allowed. For days in excess of 200, an additional payment shall be made to the Administrator, equal to the value of one-third (1/3) of such excess days. For unforeseen circumstances, such as serious illness, the Superintendent may allow an Administrator to submit such retirement resignation after October 10th of the school year of retirement and thereby receive the same benefits.
2. In the event of an employee's death prior to his retirement, there shall be paid to the legal beneficiary designated for such purposes, the benefits as provided in 1.(a) and (c) above. The date of death shall be deemed to be the date of retirement for computation purposes.

D. Dental Insurance

1. The District agrees to allocate a maximum of \$5,000 per year to provide a dental plan for Administrators, such plan to be chosen by the District.

E. Life Insurance

1. Upon the retirement of an Administrator from the District, the District will purchase life insurance subject to the following restrictions:
 - a. The Administrator must have been employed by the District as an Administrator for at least ten (10) consecutive years immediately prior to retirement, exclusive of approved leaves of absence; and
 - b. The maximum amount the District will be obligated to pay in premium cost will be \$1,000 per year; and
 - c. The District will receive reimbursement of all District premiums paid upon the death of the Administrator; and
 - d. The Administrator will have the right to contribute additional premium amounts to any policy purchased by the District or to request that the District add its \$1,000 to an existing policy of the Administrator.

- e. The Administrator will, at the time of his/her retirement, provide a personal guarantee that all premiums paid by the District will be reimbursed to the District, even in the event the Administrator no longer wishes the District to continue the benefit and/or the policy lapses prior to the Administrator's death due to some failure on the part of the Administrator (i.e., the Administrator fails to continue paying his/her additional premiums) and a confession of judgment in the event the District is forced to take legal action to enforce this provision.
- f. At the time this obligation becomes effective for any member of the bargaining unit, the District and the individual member shall execute a "split dollar" agreement, assuring the District reimbursement of the monies paid under this section.

F. Employee Assistance Plan

Article VI(F) is hereby amended to add the benefits of and Employee Assistance Plan, on the same basis is provided to the Amsterdam Teachers' Association under the 2002-2007 Collective Bargaining Agreement, as follows:

Employee Assistance Plan – The District shall provide for an employee assistance plan (EAP), to be available for bargaining unit members as of March 1, 2004. The EAP shall be fully funded by the District and will be selected by a joint labor and management committee representing both members of the Association and also representatives from the other collective bargaining units within the District, as well as management representatives.

ARTICLE VII

GRIEVANCE PROCEDURE

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, and the pertinent details of the dispute.
2. Administrators or the Association shall present grievances directly to the Superintendent. By mutual agreement, any grievance may be submitted directly to the Board of Education.

3. Any conferences called to discuss the complaint, together with whatever written responses are deemed appropriate shall be completed by the Superintendent and the Association within 30 calendar days from the date the complaint was initiated. (Extension of the 30 days may be made by mutual agreement.)
4. If the decision of the Superintendent is not acceptable to the grievant or the Association, a hearing can be called with the Board of Education in an executive session. Such request must be made by the Association within two calendar weeks after the receipt of the Superintendent's response. (Extension of the two week period may be made by mutual agreement.)
5. The decision of the Board shall be communicated within 2 calendar weeks to the Association and shall be final.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

1. Posting

The District shall post vacancies and/or new administrative positions for ten (10) days. All applications therefore must be received no later than five (5) days after the posting expiration date.

2. Involuntary Transfer/Revision of Assignment

Administrators involuntarily transferred or whose duties are substantially revised, shall be offered the opportunity to discuss such change with the Superintendent before implementation.

3. Consultation

At the request of either the Superintendent or Association President, periodic meetings may be held during the year between the Superintendent and Association designees to discuss problems of mutual interest affecting the collective bargaining relationships.

4. Superintendent's Absence

Whenever the Superintendent is absent from the District, he shall designate an official to act in his stead.

5. **Administrator Files**

- (a) Administrators will have the right, upon request, to review the contents of their personal files and to make copies of any documents therein.
- (b) No material derogatory to an Administrator's conduct, service, character, or personality, will be placed in his/her personal file unless the Administrator has had an opportunity to review this material. The Administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

6. **Mileage Fees**

The Board shall reimburse each unit member for the use of his/her automobile in pursuance of school business outside the District as authorized by the Superintendent, at the rate paid to other professional staff within the District. Administrators who are assigned to chaperone or supervise sporting events outside the District, shall be reimbursed for mileage expenses at the IRS approved rate.

7. **Professional Conferences**

Members of the bargaining unit may be allowed to attend professional conferences upon approval of the Superintendent. Such approval, when made, shall specify the expense reimbursement to be allowed.

8. **Termination Notice**

Any Administrator who is not going to be offered a position for the following school year shall receive such notification in writing prior to May 1.

ARTICLE IX

APPENDICES

A. **Designation and Payroll Deduction Authorization**

(See Appendix "A")

ARTICLE X
TERM OF AGREEMENT

The AGREEMENT is made by and between the BOARD OF EDUCATION OF THE ENLARGED CITY SCHOOL DISTRICT OF AMSTERDAM and the AMSTERDAM ADMINISTRATORS, and shall be for a period of one (4) years, July 1, 2003 through June 30, 2007.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representative this 13th day of July, 2004.

FOR THE ASSOCIATION

FOR THE DISTRICT

Thomas F. Perillo
Thomas F. Perillo
President ASAA

Ronald E. Limoncelli
Ronald E. Limoncelli
Superintendent of Schools

DATE: 8/23/04

DATE: 8/25/04

APPENDIX A

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(PRINT) Last Name First Name Initial Building

Address

TO: BOARD OF EDUCATION OF THE ENLARGED AMSTERDAM CITY SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Amsterdam School Administrators' Association as my representative for the purpose of collective negotiations.

Signature

I also hereby request and authorize you, according to arrangements agreed upon with such association, to deduct as certified by the respected associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

- _____ **Amsterdam School Administrators' Association**
- _____ **School Administrators' Association of New York State**
- _____ **National Association of Secondary School Principals**
- _____ **National Association of Elementary School Principals**
- _____ **National Education Association**

_____ **Date** _____ **Signature**

	07/16/04								
2003-04	2003-04	Position	Scale of	Additional	Experience	Training	Total	2003-04	2003-04
Years of	Current		Responsibility	Assignment	Factor	Factor	Percent	Base	Salary
Service	Employee		Percent	Percent	Percent	Percent	of Base	Salary	
							Salary		
27	Gavin Murdoch	AHS Principal	100.00%		5.00%	3.00%	108.00%	82,156	88,729
21	Richard Capel	LMS Principal	95.00%		4.00%	4.00%	103.00%	82,156	84,621
7	John Davey	AHS Asst. Principal	87.00%		1.00%	3.00%	91.00%	82,156	74,762
11	Mario Fernandez	AHS Asst. Principal	87.00%		2.00%	4.00%	93.00%	82,156	76,405
25	Diana Germain	LMS Asst. Principal	87.00%		4.00%	3.00%	94.00%	82,156	77,227
16	Terry Dewey	Tecler Principal	83.00%	5.00%	3.00%	3.00%	94.00%	82,156	77,227
22	Dr. Phyllis McGill	Bacon Principal	83.00%	5.00%	4.00%	6.00%	98.00%	82,156	80,513
26	Thomas Perillo	McNulty Principal	83.00%	5.00%	5.00%	3.00%	96.00%	82,156	78,870
37	Mary Mathey	Curie Principal	83.00%	5.00%	7.00%	3.00%	98.00%	82,156	80,513
36	Barbara Petersen	Barkley Principal	83.00%	5.00%	7.00%	3.00%	98.00%	82,156	80,513
17	Lorraine Colistra	CSE Chairperson	78.00%		3.00%	3.00%	84.00%	82,156	69,011
	TOTAL								868,391

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2004-05 Years of Service	2004-05 Current Employee	07/16/04 Position	Scale of Responsibility Percent	Additional Assignment Percent	Experience Factor Percent	Training Factor Percent	Total Percent of Base Salary	2004-05 Base Salary	2004-05 Salary
28	Gavin Murdoch	AHS Principal	100.00%		5.00%	3.00%	108.00%	85,032	91,834
22	Richard Capel	LMS Principal	95.00%		4.00%	4.00%	103.00%	85,032	87,583
8	John Davey	AHS Asst. Principal	87.00%		1.00%	3.00%	91.00%	85,032	77,379
12	Mario Fernandez	AHS Asst. Principal	87.00%		2.00%	4.00%	93.00%	85,032	79,079
26	Diana Germain	LMS Asst. Principal	87.00%		5.00%	3.00%	95.00%	85,032	80,780
17	Terry Dewey	Tecler Principal	83.00%	5.00%	3.00%	3.00%	94.00%	85,032	79,930
23	Dr. Phyllis McGill	Bacon Principal	83.00%	5.00%	4.00%	6.00%	98.00%	85,032	83,331
27	Thomas Perillo	McNulty Principal	83.00%	5.00%	5.00%	3.00%	96.00%	85,032	81,630
38	Mary Maithey	Curie Principal	83.00%	5.00%	7.00%	3.00%	98.00%	85,032	83,331
37	Barbara Petersen	Barkley Principal	83.00%	5.00%	7.00%	3.00%	98.00%	85,032	83,331
18	Lorraine Colistra	CSE Chairperson	78.00%		3.00%	3.00%	84.00%	85,032	71,427
	TOTAL								899,635

