MODEL COLLECTIVE BARGAINING AGREEMENT

OUTLINE AND SUGGESTED PROVISIONS

TO BE INCLUDED IN A

PUBLIC SCHOOL ADMINISTRATORS

COLLECTIVE BARGAINING AGREEMENT

FOR USE BY AFSA PRESIDENTS

October, 2011

American Federation of School Administrators, AFL-CIO
Diann Woodard, President

Prepared and edited by
Bruce K. Bryant,
AFSA General Counsel
Based upon materials provided by
Boston Association of School Administrators and Supervisors
President Dominic Sacchetti
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ARTICLE I

RECOGNITION

A. Statement of recognition of the AFSA Local as the exclusive collective bargaining representative for all of the members of the administrative unit.

B. Description of the bargaining unit listing general inclusions and exclusions with specific reference to all positions and titles in the bargaining unit, including similar positions created during the term of the contract.

C. Reference to Labor Relations Commission’s certification number and date, if any.

D. Commitment by District not to negotiate or deal with any other organization or individuals as the representative of any member(s) of the bargaining unit.
ARTICLE II

CONTRACT CONSTRUCTION

A. Proviso that any article ruled or rendered unlawful by any agency or court of competent jurisdiction shall be severed from the contract and be renegotiated by the parties while the balance of the contract remains in full force and effect.

B. Parties to the contract to be referred to as “the Union” and “the District or Board” for ease of reference.

C. Members of the bargaining unit to be referred to as “Administrators” for ease of reference.

D. Contract not subject to modification except by a written agreement signed by duly authorized representatives of both parties.
ARTICLE III

ACADEMIC FREEDOM

A. Statement recognizing the principles of academic and political freedom for all Administrators.

B. No reprisals of any kind to be taken against any Administrator by reason of his/her membership in the Union or his/her participation in any of its activities.
ARTICLE IV

NON-DISCRIMINATION

A. No discrimination by either party against any Administrator based upon race, creed, color, religion, nationality, gender, age, martial status, sexual orientation, physical handicap or disability.

B. No discrimination by either party against any Administrator based upon an Administrator’s membership and/or activity in Union.

C. No discrimination against any member of the bargaining unit in the application of any of the provisions of the contract, including but not limited to retaliation for filing a grievance.
ARTICLE V
UNION RIGHTS

A. Officers and/or representatives of the Union to be allowed such
time off from their regular duties as may be necessary to investigate, prepare for and
participate in grievance, arbitration, negotiations and other such hearings or meetings.

B. District to provide Union with salary schedules, seniority lists and
such other data as may be requested by the Union to negotiate and/or administer the
collective bargaining contract or to properly represent the members of the administrative
bargaining unit.

C. Copies of all agenda for school district or board meetings, minutes
of meeting and notices or other formal documents to be provided to the Union in a timely
fashion.

D. Administrators to have right to be present and represented by
counsel or by a designated representative of the Union at all steps of the grievance
procedure, including arbitration, of any grievance filed by a teacher or other subordinate
employee in which the Administrator is alleged to have acted improperly.

E. Whenever an Administrator is required to participate in an
interview for the record which may lead to disciplinary action, the following
procedures shall apply:
The administrator shall be given forth-eight (48) hours notice and a statement of the reasons for the interview. The Administrator shall be entitled to be accompanied by a union representative, and the administrator shall be informed of this right. An interview which is not held in accordance with these conditions shall not be considered a part of the Administrator’s personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent proceeding involving the Administrator.
ARTICLE VI

USE OF SCHOOL FACILITIES

A. Union access to and reasonable use of school buildings for meeting purposes.

B. Union access to any reasonable use of school machines, e.g. copying, and duplicating machines and word processors, for information dissemination purposes.

C. Union access to school bulletin boards, internet and, e-mail for the posting of notices and informational material and to Administrators’ intra-system mail boxes, website or e-mail for information dissemination purposes.
ARTICLE VII

CONSULTATION COMMITMENT

A. Special session meetings between Union representatives and district to discuss issues or concerns that arise to be scheduled monthly or at the request of either party during the term of the contract.
ARTICLE VIII

GRIEVANCE PROCEDURE

A. Define grievances as broadly as possible. An example:

a. A complaint by Administrator covered by this Agreement that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

b. A complaint by the Union involving alleged misapplication or misinterpretation of this Agreement.

B. Informal discussion to be held between grievant, with or without Union representative, and immediate supervisor before formal institution of grievance procedure.

C. Devise separate levels of grievance procedure as appropriate to the hierarchical structure of the school system, e.g.

Level 1  Immediate Supervisor
Level 2  Superintendent
Level 3  District
Level 4  Binding arbitration by a mutually selected impartial arbitrator

D. Avoid time limitations on period permissible for instituting grievance if at all possible, but provide for reasonably prompt periods for all appeals and answers following actual institution of grievance. Where appropriate calculate time by “school days” rather than “calendar days”.

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E. Provide for institution of union initiated or class action grievances at appropriate level of grievance procedure, e.g. with Superintendent.

F. Require utilization and maintenance of written records at all levels of grievance procedure after the informal, verbal discussion with the immediate supervisor.

G. Require meetings and or hearings at all levels and avoid the faceless “answer by mail” technique of responding to a grievance.

H. Individual Administrators may process grievances on their own at the initial steps provided that the Union is notified of and given the opportunity to participate in any meeting pertaining to the grievance and provided further that any settlement of any such grievance shall not be inconsistent with the terms of the contract. Union should control the final pre-arbitration step and a grievance can be brought to that level only by the union on behalf of the Administration.

I. Provide for final and binding arbitration of all unresolved grievances. Parties may mutually agree upon an Arbitrator or avail themselves of the services provides by such agencies as the American Arbitration Union. Arbitrator’s costs to be borne equally by the District and the Union. Individual Administrators not to have
the right to submit grievances to arbitration with that right being exclusively reserved to the Union.

J. Require that the district file all documents relating to a grievance and/or arbitration separate and apart from a grievant’s personnel file.

K. District to make available to the Union such documents or other information in its possession as may be necessary for the proper investigation and processing of grievances.
ARTICLE IX

ADMINISTRATIVE PRIORITY

A. District acknowledgement that the primary and basic responsibility of bargaining unit members is to administer, manage, direct and supervise within their respective buildings, programs or other areas of responsibility.

B. Gain agreement from District that it will not delegate non-administrative duties - for example teaching, nursing, clerical or custodial duties - to Administrators.

C. Establish that the vital role of a building principal as instructional and institutional leader requires that every school building have its own principal and that no principal be responsible for more than one school building.

D. Confirm district support for all efforts by Administrators to supervise and manage those other employees who are assigned to work in their buildings and/or under their supervision.
ARTICLE X

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

A. Gain union representation on all major school system committees affecting curriculum, curriculum development and short and long-term educational policy planning.

B. Secure a financial commitment from district for the payment of all reasonable expenses (including tuition, fees, meals, lodging and transportation) for Administrators’ participation in workshops, conferences, conventions and other career enhancement programs taken at colleges, universities and professional Unions.

C. District to pay dues to recognized or specified professional organizations to which Administrators belong.

D. Establish process by which Superintendent must meet with Administrators to discuss any proposed curriculum policy and the professional and support staff prior to the time any decision is reached or any change is implemented.

E. Establish administrative input in the decision-making process regarding the application and placement of teachers and teacher aides in school buildings or departments.
ARTICLE XI

PROFESSIONAL AND SYSTEMS SUPPORT

A. Provide a process for appropriate District response to an Administrator’s request for substitute teachers or additional support staff as may become necessary due to absence of assigned staff members, increase in workload or other changes.

B. Provide a process for appropriate District response to an Administrator’s request for new or additional educational materials.

C. Establish District commitment to provide adequate number of personnel at all levels so that Administrators are able to carry out their regular administrative duties and responsibilities.

D. District to provide legal counsel at Administrator’s request and such other support as he/she may request in the case of grievances or other proceedings instituted against the Administrator for any acts performed in the course of his/her employment.
ARTICLE XII
JUST CAUSE

A. No administrator shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined in any way except for just cause.

B. Establish election procedure whereby an Administrator involved in any dismissal, suspension, reduction or demotion action may elect to contest the action under either the arbitration procedure contained in the collective bargaining agreement or under applicable statutes or regulations.

C. Secure arbitrability of claims of procedural defects in District decisions involving the non-reappointment of or removal of untenured Administrators.
ARTICLE XIII

EVALUATION OF ADMINISTRATORS

A. District and Union to negotiate the instrument by which Administrators are evaluated.

B. Evaluation instrument to be incorporated into or appended to the contract.

C. Identification of evaluators for Administrators in each classification, frequency of evaluations for both tenured and on-tenured administrative personnel and other fundamental procedures of evaluation system to be spelled out in the contract.

D. Preserve the right of Administrators to respond to any aspect of the evaluation process with which they may disagree in whole or in part.

E. Any complaints made about an Administrator to District officials to be promptly called to the attention of the Administrator with the Administrator having the right to prepare such response as may be appropriate under the circumstances if he/she deems it advisable to do so.
F. No derogatory material to be placed in an Administrator’s file or to be made part of his/her official record unless promptly called to his/her attention with the opportunity to attach a written response. Proof of compliance to be shown by having the Administrator sign an acknowledgement to that effect prior to the material being placed in his/her file. Administrator should be able to grieve any unfair or inaccurate materials placed in file and arbitrator should have authority to order removal of such unfair or inaccurate materials.

G. Development of appropriate remedial program for any Administrator who receives unfavorable evaluation before any adverse action is considered.

H. Provide for the right to utilize the grievance and arbitration clause to contest any aspect of the evaluation process with which an Administrator disagrees.
ARTICLE XIV

SICK LEAVE

A. Administrators shall be entitled to ____ number of sick leave days per year.

B. Unused sick leave days may be accumulated without limitation from year to year.

C. Provide for the redemption of unused accumulated sick leave days upon on Administrator’s severance.

D. Consider the establishment of a sick leave bank which will enable an Administrator who has exhausted his/her sick leave days and who is unable to work because of a prolonged illness to borrow additional leave or to be granted a sabbatical leave. Consider permitting unit members to donate leave days in a bank for hardship needs of other members or permit member to give sick leave days to another member.
ARTICLE XV
SABBATICAL LEAVE

A. Provide for sabbatical leaves of stated duration for purposes of study, travel, or other professional improvement, personal needs or restoration of health.

B. Establish entitlement to a stated level of compensation during period of sabbatical leave.

C. Establish right of an Administrator returning from sabbatical leave to be placed in the same administrative position held at the commencement of the sabbatical leave or if that position no longer exists, in a substantially equivalent administrative position.

D. Provide for fully paid sabbatical leaves of more limited duration for such purposes as developing experimental programs, visiting other schools and institutions, planning and organizing innovative educational programs, traveling to observe other educational facilities, or implementing special projects.

E. Preserve the seniority date, salary steps and benefit accrual status of any Administrator while on sabbatical leave so that the Administrator will not be adversely affected by any period of time during which he/she is on sabbatical leave.
ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Provide for entitlement to the following categories of paid leaves of absence:

1) **Funeral Leave** for up to ____ number of school days upon the death of any member of an Administrator’s immediate family. Define “immediate family” as broadly as possible. Provide for other funeral leave, commonly of shorter duration, for the death of any relative beyond the Administrator’s immediate family.

2) **Family Illness Leave** for up to ___ number of school days in the event of a serious illness in an Administrator’s immediate family or household that requires the Administrator’s attention.

3) **Personal Leave** for ___ number of school days per year for use by an Administrator to address any legal, household, business, family matters or other personal concerns that arise.

4) **Professional Days** for ____ number of school days per year for purposes of visiting other schools, attending meetings of professional groups and/or workshops or conferences relating to education.
5) **Legal Days** without limitation for purposes of appearing in any judicial or quasi-judicial proceeding connected with or related to the Administrator’s employment or any other judicial or quasi-judicial proceeding which the Administrator is required to attend.

6) **Union Activity Days** for up to ___ number of days per year for officers or other duly authorized representatives of the Union to attend regional, state or national meetings, conferences or conventions of any parent organization of which the Union might be a part.

7) **Temporary Active Military Duty Leave** for ___ number of days per year or for an unstated number for use by an Administrator who is called into temporary active duty with any unit of the United States Reserves or National Guard during the school year.

8) **Religious Holidays or Holy Days** for use by an Administrator on such religious holidays and holy days

9) **Jury Duty** for all days the Administrator is required to serve.

B. Any such temporary leave of absence for any of the foregoing reasons shall be without loss of pay or any other contract benefit.
ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. Provide for entitlement to the following categories of uncompensated leaves of absence:

1) **Union Activity Leave** for use by an Administrator engaging in Union activities at the local, state or national level.

2) **Extended Illness Leave** for up to ___ number of years for use by an Administrator who is seriously ill and who has exhausted both his/her accumulated sick leave days and his/her sick leave bank entitlement, if any.

3) **Public Office Leave** for an indefinite term for use by an Administrator who is elected or appointed to public office.

B. Preserve right of Administrator to be restored to the administrative position held at the commencement of the extended leave of absence or, if that position no longer exists, to a substantially equivalent administrative position.

C. All contract benefits which the Administrator had accumulated prior to the commencement of his/her leave of absence shall be restored upon his/her return from said leave.
ARTICLE XVIII

FAMILY ILLNESS/CHILD CARE LEAVE

An Administrator may be granted unpaid leave up to __ [months or years] for care of a seriously ill family member or for care of a new born child. At the conclusion of this leave the Administrator shall be entitled to return to his/her original position or a similar position.

NOTE - The Federal Family Medical Leave Act permits up to 12 weeks of leave for all employees.

An employee is entitled to use regular sick leave for all reasonable absences due to pregnancy.
ARTICLE XIX

TRANSFER OF ADMINISTRATORS

A. Whenever possible, the transfer of an Administrator will be limited to voluntary transfers.

B. State circumstances for which involuntary transfers can be made.

C. Prior to any involuntary transfer action being taken, the Superintendent shall meet with the Administrator and a union representative to inform him/her of the reasons for the transfer.

D. Preserve the Union’s right to grieve and arbitrate the involuntary transfer of an Administrator who still objects to the transfer after the meeting with the Superintendent.

E. Any Administrator who desires a lateral transfer may submit a request for such a transfer to the Superintendent, designating the vacancy preferred. The Superintendent shall provide a written response to any such request, setting forth the reasons for denying any such request in any case where the request is not granted.
ARTICLE XX

VACANCIES AND PROMOTIONS

A. The District shall post and publicize any vacancies that occur in any current or newly established administrative position. Copies of the notices of any such vacancies shall be immediately supplied to the Union.

B. Notices of vacancies shall be publicized as far in advance of an appointment as possible and no appointment shall occur within the thirty day period following the posting of the position.

C. Notices of administrative vacancies shall contain the qualifications for the position, the duties of the position and the salary level as set forth in the salary schedule of the collective bargaining agreement. If the position is a new one for which no salary level exits, it shall be negotiated with the Union.

D. The District shall give consideration to the professional background and attainment of each applicant. There shall be a presumption in favor of qualified applicants from within the bargaining unit.
ARTICLE XXI

WORK DAY AND WORK YEAR

A. Describe the work day for Administrators with as much specificity or in such general terms as may be appropriate under the circumstances.

B. Administrators shall have a duty-free lunch period of a specified time with the option of leaving their building during their lunch period.

C. The work year for Administrators should be clearly specified for each position.

D. Clearly indicate what the Administrators’ obligations are during the summertime, during school vacations, on no-school days, etc.

E. Changes in the work day and/or the work year can only come about as the result of an agreement between the parties. Increases in the work year or work day should be accompanied by pro rata increases in salary, for the additional time worked.

F. Permit Administrators who work an eleven or twelve month year to take some of their vacation time during the course of the school year if they so desire.
ARTICLE XXII
PROTECTION OF ADMINISTRATORS

A. Develop an appropriate reporting system involving the Superintendent’s office for cases of assault suffered by Administrators in the course of their employment.

B. Commit the District to releasing to the Administrator any information that it has in its possession regarding the incident and/or the person(s) involved in the incident.

C. Establish District responsibility to act appropriately as liaison among the person(s) involved, the Administrator, the police and the courts.

D. The District should provide legal representation for any Administrator sued for any acts or omissions relating to his/her employment.

E. The District should guarantee to provide professional liability insurance or to indemnify Administrators for any and all damages, legal expenses and costs of litigation for any claim or litigation instituted against an Administrator for any acts of omission or commission arising out of or in the course of his/her employment. Attempt to establish coverage of at least $1,000,000.
F. Provide for District reimbursement for clothing or personal property and/or personal effects normally worn or carried which is damaged, destroyed or stolen in the course of employment.

G. Provide for District reimbursement for the expense of any medical, surgical, hospital or related services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment.

H. Provide for the payment of full salary, without any deduction from or charge to sick leave, whenever absence from school is the result of a personal injury or trauma caused by an accident or an assault occurring in the course of employment.

I. To the extent that Administrators are covered by Workers’ Compensation, provide for the optional application of partial sick leave days to maintain their full salary during the period of any work-related incapacity.
ARTICLE XXIII

REDUCTION IN FORCE

A. The District shall provide the Union with advance written notification of any proposed reduction in force by a date certain in the school year prior to that in which the proposed reduction in force is to be implemented. If requested to do so by the Union, the District shall thereafter bargain with it with respect to any such proposed reduction in force.

B. Should a reduction in force still be necessary after such negotiations, the District shall make every effort to accomplish any such reduction by normal attrition.

C. Identify appropriate groupings of positions or classifications in which the process of a reduction in the administrative force shall be implemented; e.g. elementary school principals, middle or junior high school principals, high school assistant principals etc. Reductions in force should then be done in order of seniority, the least senior being laid off first.

D. Define how any form of seniority used in the contract is to be computed. For example, is time spent on an unpaid leave of absence to be included in the computation and, if so, for what kinds of unpaid leave of absence.
E. Any administrator who is scheduled to be reduced from his/her position shall retain transfer or bumping rights to:

1. Any previously held administrative position that is occupied by an Administrator with less seniority in the administrative title or
2. Any teaching position for which he/she is certified that is occupied by a teacher with less seniority in the school system.

F. Written notice of any reduction in force must be provided to any Administrator who is to be reduced from his/her position by a specified date certain that is well in advance of the date as of which the reduction in force is to take place.

G. All reductions in force in the administrative bargaining unit shall take place on the last day of the (school) (fiscal) (contract) year.

H. Options for compensation for the dismissed Administrator:

1. Continue to be paid at the rate of the position from which he/she was reduced so long as he/she remains employed in a lower-paid position within the school system.
2. Continue to be paid at the per diem rate of the position from which he/she was reduced so long as he/she remains employed in a lower-paid position within the school system.
3. Continue to be paid at the salary level that he/she had attained at the time of his/her reduction in force so long as he/she remains employed
in a lower-paid position within the school system or until such time as the salary level of his/her new position exceeds that at which he/she was being paid at the time of his/her reduction.

I. Any Administrator who is reduced in force from his/her position and who does not have transfer or bumping rights to any other administrative or teaching position in the school system shall receive severance pay in such amount or according to whatever formula may be agreed upon by the parties.

J. Administrators who have been reduced in force from their permanent positions shall have the following recall rights:

1. The right to be recalled to the position from which they were reduced in the reverse order of their reduction.

2. The right to be recalled to administrative positions in which vacancies develop and to which no one has recall rights based upon their administrative seniority provided that they are qualified to fill such positions.

K. Notifications of recall will be sent to the Administrators to be recalled by certified mail, return receipt requested, with a simultaneous copy being sent to the Union as well.
1. Failure to accept a recall to an Administrator’s permanent position within a specified period of time after receipt of the recall notice shall result in the Administrator’s waiver of any further recall rights.

2. Failure to accept a recall to any position other than the Administrator’s permanent position within a specified period of time shall constitute a rejection of that offer, but shall not result in a forfeiture of future recall rights.

L. No new personnel shall be appointed to any position in the administrative bargaining unit while there are Administrators with recall rights who are qualified for any such position.
ARTICLE XXIV

SALARIES AND COMPENSATION

A. Set forth salary schedules for each year of the agreement for each
different position in the bargaining unit.

B. Establish entitlement to longevity pay based upon accumulated and
credited years of service in the school system, as an Administrator or in the particular
title.

C. Establish entitlement to advanced degree increments based upon
credits attained beyond a specified level.

D. Specify method and frequency of salary payment to administrators.

E. Provide for option of Administrator receiving payment for summer
vacation period in one lump sum in last paycheck at end of academic year (if specified
work year does not include regularly scheduled summer work.)

F. Establish entitlement to and state amount of paid mileage
reimbursement for all authorized inter-school travel coincident to performance of
administrative duties.
ARTICLE XXV

EARLY RETIREMENT INCENTIVE PLAN

A. Establish a form of incentive payment to be paid either for retiring before normal retirement age and/or for providing advance notification and commitment of an Administrator’s retirement date.

B. Typically, such plans provide for either a lump sum payment upon early retirement or an increase in salary during the one, two or three years immediately following notification of intent to retire and immediately preceding the actual retirement date itself.
ARTICLE XXVI

INSURANCE AND BENEFIT COVERAGE

A. Among the health insurance and other benefit plans that may be negotiated are:
   1. Basic health, hospital, major medical coverage,
   2. Alternate medical coverage, such as HMO plans,
   3. Prescription/medication plans,
   4. Dental coverage,
   5. Optional/hearing aid coverage,
   6. Life insurance,
   7. Disability insurance,
   8. Health benefits for retired members,
   9. Extended term care,
   10. Legal services plan.

B. Locals with large memberships may negotiate for the District to pay the value of benefit programs into a union or jointly administered welfare fund which will provide the various benefits.
ARTICLE XXVII

DEDUCTIONS AND AGENCY SERVICE FEE

A. Authorization for payroll deduction of Union dues from salary of each unit member who files authorization card for such deductions.

B. Description of dues deduction card. Example as follows:

DUES AUTHORIZATION CARD

Name……………………………………………………………………………………

Position and Work site …………………………………………………………………

I hereby request and authorize the District to deduct from my earnings and transmit to the Administrators Union an amount sufficient to provide for regular payment of the membership dues as certified by such Union in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the District will discontinue such deductions only if I give the District sixty (60) days advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the District and all of its officers from any liability therefore.

_______________________  ____________________________
Date           Administrator’s Signature
C. Obligation of Employee to promptly transfer all deducted dues and agency service fees to the Union on a monthly basis.

D. Bargaining unit members who are not members of the Union shall be obligated to pay an agency service fee to the Union as a condition of continued employment. The agency service fee shall be equal to the amount necessary to maintain status as a member in good standing in the Union reduced by pro rata share of collective bargaining related expenses of the Union, as may be required by law.
ARTICLE XXVIII

NEGOTIATION PROCEDURE

A. Confirm commitment of the District to meet and negotiate with the Union in a good faith effort to reach agreement concerning Administrators’ wages, hours and other terms and conditions of their employment for a successor agreement [and reopen provisions if any] as well as prior to the proposed implementation of any change in policy that might impact upon Administrators’ wages, hours and other terms and conditions of their employment.

B. Provide for any agreements reached by the parties to be reduced to writing and signed by the members of the District and the officers of the Union.

C. Gain commitment from the District to make available to the Union such financial records, data and information as may be necessary to enable the Union to engage in informed negotiations for a successor agreement.

D. Establish a mutual pledge by the parties that their respective bargaining representatives shall have the power and authority to make proposals of their own, to consider the proposals of the other party, to make counterproposals in the course of the negotiations and to conclude an agreement subject to ratification by the membership.
E. Confirm that this agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

F. Arrange for the printing of the collective bargaining agreement and to provide sufficient copies for distribution to all members of the bargaining unit, cost of printing to be shared by the parties.
ARTICLE XXIX

MAINTENANCE OF BENEFITS

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the District agrees that it will make no changes without appropriate prior negotiation with the Union.
ARTICLE XXX

DURATION

A. Set forth the effective date and the expiration date of the collective bargaining agreement with specific reference to the month, day and year of both dates.

B. If applicable, provide for a reopener of the collective bargaining agreement during its term to commence upon written notice by either party to the other by not later than a specified date certain to negotiate such issues as may be agreed upon by the parties to be subject to the reopener; for example, economic issues or reclassification of administrative positions.

C. Provide for negotiations for a successor collective bargaining agreement to commence upon written notice by either party to the other by not later than a specified date certain well prior to the termination date of the current agreement and sufficiently well in advance of the District’s budget-making process to enable meaningful negotiations to occur on economic issues.

D. Provide for the automatic extension of the current agreement to remain in full force and effect beyond its expiration date in the event that negotiations for a successor agreement are not concluded by the expiration date of the current agreement and until such time as agreement is reached upon the terms of the successor agreement.
Signed in the (City) (Town) of
on this [date] of [month], [year]

For the Union

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For the District

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