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A G R E E M E N T

BETWEEN THE

GUILDERLAND CENTRAL SCHOOL DISTRICT

AND THE

GUILDERLAND CENTRAL SCHOOL ADMINISTRATORS' ASSOCIATION

FOR THE PERIOD: July 1, 1981 --- June 30, 1983

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## DEFINITIONS

As used herein the term:

District shall mean the Guilderland Central School District

Board shall mean the Board of Education of the Guilderland Central School District

Superintendent shall mean the Chief Executive Officer of the Guilderland Central School District

Association shall mean the Guilderland Central School Administrators' Association

Administrator shall mean a member of this bargaining unit as defined in Article I

Days shall mean working weekdays unless specifically states otherwise

## PREAMBLE

The purpose of this Agreement is to effectuate the provisions of Chapter 392 of the laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relations between the District and those professional employees represented by the Association, and to enable the administrators more fully to participate in and contribute to the development of policies for the school district in order that the cause of public education may best be served in Guilderland.

The District and the Association firmly believe that the primary function of the District and the professional staff is to assure each boy and girl attending the Guilderland Central Schools the highest level of educational opportunities obtainable. The District recognizes that educational administration is a profession. The District and the Association 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 the Administrative staff.

We believe that one function of good negotiations should be the improvement of education. Therefore, we believe decisions reached should be in the best educational interests of Guilderland students and widen the scope and interests of the people of the Guilderland Central School District.

We believe that anything that affects curriculum should be a matter of study and research with both teachers and administrative staff involved.

It is recognized that members of the administrative staff require specialized qualifications and that the success of the educational program at Guilderland depends upon the maximum utilization of their abilities.

## ARTICLE I

### Recognition

The District hereby recognizes the Association as the exclusive negotiating agent for its members in a unit consisting of Assistant Building Principals, House Principals, Administrator for Programs of Instruction, Administrator for Pupil Personnel Services, Dean of Students and School Psychologists.

## ARTICLE II

### Association and Administrator Rights

1. The District agrees to deduct from the salaries of the members of this unit (in 10 equal, consecutive installments, beginning the first pay period following January 1) dues of SAANYS, NYSAESP, NYSASSP, and their national counterparts as said members individually and voluntarily, in writing, authorize the District to deduct, and to transmit the monies promptly to the respective organizations following the tenth deduction. The Association will, prior to the first pay period following January 1, certify in writing the rates of membership dues, and will give thirty (30) days written notice prior to the effective date of any change thereof. The District will provide the Association with a list of all members of the unit from whose salaries organizational dues have been deducted and the amount thereof upon transmittal of such dues to the appropriate organization. Any member of the unit desiring to discontinue deductions previously authorized, must so notify the District, in writing, no less than one (1) week prior to the effective date thereof.

2. The Association will have the right to use school buildings and equipment without cost at reasonable times. The principal of the building in question shall be consulted as to availability of space and equipment.

3. Officers of the Association shall have the privilege of pursuing Association business during school hours provided that assigned responsibilities are cared for.

4. Administrators, individually and/or accompanied by an Association representative, will have the right, upon request, to review and make copies of their personal files which relate to the local evaluations of their professional performance in accordance with the procedure as defined by the Personnel Administrator. Such procedure shall be transmitted, in writing, to each member of the unit.

5. No administrator shall be coerced into joining any professional organization by any means.

- a. No reprisal shall be taken against any administrator for Association activities.
- b. It is further recognized that members of this unit have the right to join or not to join the Association; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

6. An administrator involved in a disciplinary action will not be subjected to reprimand in the presence of anyone other than the building principal, the superintendent and his designee, and/or the Board of Education in executive session.

## ARTICLE III

### Grievance Procedure

#### SECTION I - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board), and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

#### SECTION II - Definitions

1. A GRIEVANCE is any alleged violation of the application, meaning or interpretation of this Agreement.
2. The term SUPERVISOR shall mean any immediate administrative or supervisory officer responsible for the area in which an alleged grievance arises.
3. The CHIEF OFFICER is the Superintendent of Schools.
4. ASSOCIATION shall mean Guilderland Central Schools Administrators Association.
5. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
6. PARTY IN INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. GRIEVANCE COMMITTEE is the officers of the Guilderland Central School Administrators Association or their appointees.
8. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
9. GRIEVANCE CONSULTANT shall be a person chosen by the Administrators Association and the Board charged with rendering a recommendation to the Board of Education on any grievance under Stage 3.

#### SECTION III - Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of this Agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.



2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the administrator and the Association.
3. If a grievance affects a group of administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances shall be conducted at the earliest practicable time for the parties involved.
5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Section V Stage 1(a) and (b), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other person by reason of such grievance or participation therein.
8. Forms of filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. If any provision of this grievance procedure or any application thereof to any administrator or group of administrators in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.
12. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Board Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2, 3, and 4. The aggrieved party and/or the Grievance Committee shall advise the appropriate hearing officer of any alleged errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other remedies available in any other form.

#### SECTION IV - Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party will be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) days after the administrator knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

## SECTION V - Stages of Grievances

### Stage 1 ... Immediate Supervisor

- (a) An administrator having a grievance will discuss it with his immediate supervisor with the objective of resolving the matter informally. The supervisor will confer with all parties interested with the aggrieved party present. If resolved at this level, the supervisor shall report orally to his immediate supervisor.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. The immediate supervisor shall, without further consultation with the aggrieved party or parties in interest, render a decision thereon in writing and present same to the aggrieved party and parties in interest. This action shall be taken within four (4) days of the receipt of the written grievance.

### Stage 2 ... Chief Executive Officer

- (a) If the administrator initiating the grievance is not satisfied with the written decision of the conclusion of Stage 1, and wishes to proceed further under this grievance procedure the administrator shall, within five (5) days, present the grievance to the Association Grievance Committee for its consideration.
- (b) If the Grievance Committee determined that the administrator has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) days after the administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (c) Within five (5) days after receipt of the appeal, the Chief Executive Officer or his duly authorized representative, shall hold a hearing with the administrator and the Grievance Committee or its representative and all other parties in interest.
- (d) The Chief Executive Officer shall render a decision in writing to the administrator, the Grievance Committee and its representative within five (5) days after the conclusion of the hearing.

### Stage 3 ... Consultant

- (a) If the administrator and/or the Association are not satisfied with the decision at Stage 2, the Grievance Committee may, within ten (10) days, request the Superintendent of Schools to forward a complete copy of the Grievance Board Record to the Grievance consultant.
- (b) The consultant shall be chosen annually by mutual consent of the Association and the Board prior to July 1 of each year.
- (c) The duties of the consultant shall be to review all proceedings to date and to make a recommendation to the Board. A copy of such recommendation shall be forwarded to the Association and entered in the minutes of the Board.
- (d) The recommendation shall be rendered not later than ten (10) days after the receipt of the Grievance Record Book.



Stage 4 ... Board of Education

- (a) Within ten (10) days after the receipt of the recommendations of the consultant, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- (b) Within five (5) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

ARTICLE IV

Position Security

Should a position be abolished through district reorganization or for any other purpose, the District shall give no less than 120 days notice thereof to said administrator. In such event, the administrator will be offered employment in any vacant position that occurs within his tenure area. If a vacancy exists outside of his tenure area, but within the current positions in the bargaining unit and said administrator is appropriately certified, he will be given primary consideration for the vacant position on a probationary basis. Consideration will be based on his prior experience and the needs and characteristics of the vacant position with the final decision remaining with the Board of Education. The administrator's rights to a vacancy within his tenure area shall be consistent with the current period of preferred eligibility. For the vacancy outside of his tenure area but within the positions in the bargaining unit, the primary consideration for the vacancy shall be from that time the administrator's position was abolished until such time the administrator secures a position under the provisions of this article but no longer than one (1) school year from the time his position was abolished.

If such a vacancy does not exist the administrator shall be offered a teaching position in his area of certification as a teacher if a regular vacancy exists so long as no senior teacher has legitimate rights to that position on the preferred eligibility list. If the administrator had not acquired tenure as a teacher in the District, he shall be appointed on a probationary basis. In arriving at the administrator's salary for the teaching position, all prior years in education, including administration, will accrue in determining said salary within the permissible limits of the current agreement with the teachers association.

If no regular teaching position is available then the District shall create a temporary professional position for one year only at the salary level as if in continuous service as an administrator in the abolished position.

ARTICLE V

Administrative Assignment

All administrators will be notified in writing of their position, remuneration and building assignment not later than June 1st, or within seven days of the conclusion of negotiations or Board adoption of a budget, whichever be the latter.

ARTICLE VI

Academic Freedom

The Board will guarantee to all administrators the most reasonable degree of academic freedom within the established program.

## ARTICLE VII

### Administrator Load

1. The professional nature of administrative duties lies beyond the restrictions of specified hours, and dictates that individual discretion be exercised where time load is involved. This is based upon a mutually understood, but unwritten trust entered into when these duties are assumed by professional administrative personnel. The minimum daily attendance requirements of administrators shall include Monday through Friday each week of the work year, excluding only days taken pursuant to the holidays, conference or leaves provisions of this agreement. When excessive hour load does occur, reasonable compensatory time will be individually and privately effected by the involved person. The administrator will, however, notify his immediate supervisor prior to taking such time, and in no case will this time be taken as one or more full working days.
2. The work year of an administrator will be eleven months within the period July 1 - June 30. The period of unassigned time shall equal twenty-two (22) working week days and shall be taken during the work year period.

## ARTICLE VIII

### Evaluation

Each administrator shall be evaluated annually by his/her immediate supervisor with criteria appropriate to his/her position and shall be provided with a written copy of each evaluation. School Psychologists will be evaluated by the Superintendent who will receive assistance from the building principals involved.

## ARTICLE IX

### Leaves and Holidays

#### 1. Sick Leave

a. Administrators shall be entitled to twenty (20) days of sick leave per year with full pay. Unused sick leave days shall be accumulated up to a maximum of three hundred twenty (320) days.

b. New administrators with previous administrative experience will be granted two (2) days additional sick leave for each year of such experience up to five (5) years. Such days when not used in the first year at Guilderland shall accumulate toward the total of three hundred twenty (320).

c. Returning administrators will be notified, not later than October 1 of each year, of the number of accumulated sick leave days credited to their record as of the previous July 1.

#### 2. Parental Leave

Parental leave will be granted to administrators for a maximum period of one (1) year without pay following suspension of duties. Application for parental leave must be made in writing to the Superintendent or his designee at least two (2) months prior to the inception of the leave. Before resumption of duty, the district may require that the supervisor submit a family physician's statement or

certification that the supervisor is physically and psychologically ready to resume duties. Resumption of duty may, at the District's discretion, coincide with the beginning of a school year or semester. All supervisors on parental leave must notify the District by February 1 whether they will resume duty on the following September 1, and by September 1, whether they will resume duty at the beginning of the second semester.

### 3. Leave of Absence

Upon approval by the Superintendent, leaves of absence without pay may be granted to administrators for a period not to exceed two (2) years for professional improvement, travel, or other approved reasons. Upon return from such leave, the administrator will be placed in an equivalent position to the one held when leave was granted unless the administrator is affected by an abolishment of an administrative position. If said administrator is affected by a position abolishment then the provisions of Article IV of this agreement shall apply. Administrators granted such leave may, if they so elect, at his or her sole cost and expense, participate in the District's group health and life insurance programs during the period of such leave. Administrators granted such leave for purposes of professional improvement will be reimbursed the premium contribution for such coverage allocable to the District pursuant to the terms and provisions of the agreement upon their return to full time service in the district. In addition, administrators granted such leave for purposes of professional improvement shall, upon their return to administrative service, be placed on the salary schedule as though service was continuous.

### 4. Jury Duty

Time required for jury duty will be considered outside of the personal leave category and no salary will be deducted. Fees received for jury duty will be refunded to the school district.

### 5. Professional Association Leave

The elected delegates or officials of local, state, and national professional organizations shall be granted leave without loss of pay or personal leave or sick leave to attend their respective annual delegate meetings. Such leave shall not, in total, exceed five (5) days per year for each administrator who is an elected delegate or official regardless of the number of organizations in which such administrator is a delegate or elected official.

### 6. Personal Leave

1. Personal leave at full pay will be allowed for the following reasons: Business days will be granted not to exceed three (3) in each school year, for which no reason need be given. These days may not be taken for the purpose of extending holiday periods. Unused leave pursuant to this item will be credited to accumulated sick leave annually.

2. Personal leave at full pay will be allowed for the following reasons with no accumulation toward sick leave:

- (a) Death in the immediate family. Immediate family is defined as parents, spouses, sons, daughters, aunts, uncles, nieces, nephews, parents or grandparents of both spouses or brothers and sisters

of both spouses, foster parents and foster children, not to exceed five (5) days.

- (b) Death of a friend or relative other than the immediate family not to exceed one (1) day.
- (c) Serious illness in the immediate family not to exceed five (5) days.
- (d) Legal business and court action not to exceed two (2) days.
- (e) Religious holidays not to exceed four (4) days.

3. In instances of extenuating circumstances, at the request of the administrators, additional days will be granted under the leave for death in the immediate family and for serious illness in the immediate family. Such days will be deducted from accumulated sick leave.

4. Except in emergency situations, application for personal leave must reach the Superintendent at least two (2) days prior to the leave date requested.

#### 7. Holidays

Administrators shall be entitled to the following holidays:

July Fourth; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday following Thanksgiving Day; Christmas; December 26th if a weekday; New Year's Day; Good Friday; and Memorial Day

#### 8. Sabbatical Leave

a. A full time professional employee represented by this Agreement who is permanently certified shall be eligible for sabbatical leave after six (6) years of service in the district.

b. Application must be made in writing by October 15 of the year prior to the year the sabbatical leave is to become effective. Assistant Principals will provide their Principals with a copy of their sabbatical leave application at the time that it is submitted to the Superintendent.

c. A committee comprised of the Superintendent, one member of the Board of Education, and one administrator recommended by the Association and approved by the Superintendent of Schools will interview those candidates who submitted a plan of study. The committee's recommendations will be submitted to the Board of Education for its consideration. All candidates will be informed of the Board's decision not later than April 1.

d. Association members approved for sabbatical leave will be reimbursed at 80% of administrative pay for one semester if the leave is for one semester only or at the rate extended to other professional staff if the sabbatical leave is for a full year.

e. Compensation will be given for time on sabbatical leave as for regular service in the District. Regular annual salary increments will be given for time on leave as for regular service in the District. All fringe benefits will remain in effect during the sabbatical leave.



- f. (1) A full time administrator shall be eligible for a summer sabbatical leave after four (4) years of continuous service as an administrator. Time computed for eligibility shall begin either at the beginning of employment as an administrator or the September 1 following the completion of a summer or full year sabbatical whichever is applicable.
- f. (2) Administrators approved for a summer sabbatical will be compensated at full per diem rate not to exceed 10 days. The balance of the working days for the summer sabbatical shall be deducted from the administrator's unassigned time. Such sabbatical shall not exceed 20 total working days.
- f. (3) During the time in which the administrator is on a summer sabbatical no substitute shall be provided to assume the administrator's duties. All such duties shall be reassigned to the remaining administrators by the Superintendent.
- f. (4) The summer sabbatical is intended to provide the opportunity for the administrator to engage in an activity in a concept unique to the role of the administrator and of significant benefit to the District.  
(Guidelines to be developed by the Superintendent)
- f. (5) Application for summer sabbatical must be submitted by October 15 of the year prior to the sabbatical leave. The specific proposal outline shall be submitted to the Superintendent by February 1 with a copy to the administrator's building principal.
- f. (6) Final decision will remain with the Board of Education.  
(Sabbatical Leave Committee will make recommendations)

## ARTICLE X

### Vacancies and Promotions

1. Written notification of vacancies in supervisory and administrative positions within the District shall be sent to all administrators to arrive no later than ten (10) days before the final date when application therefore must be submitted. Such positions shall be of the organizational rank of Department Chairperson and higher.

2. All candidates will receive written notification of the appointment decision.

## ARTICLE XI

### Transfers

1. An administrator may request transfer to another school by submitting a written request directly to the Superintendent.

2. If an administrator is transferred, the administrator shall have the right, upon request, to discuss such transfer directly with the Superintendent before it becomes final.

## ARTICLE XII

### Conferences

Expenses and attendance by administrators at conferences will be allowed within the following guidelines:

1. The conference must be approved by the Superintendent.
2. The Board will provide an equal sum for conference attendance for each Administrator in the annual budget.
3. Conference bills must be itemized and submitted through the Superintendent. Authorization for conference attendance shall come from the Superintendent of Schools.
4. Bills will be audited within thirty (30) days following submission.

## ARTICLE XIII

### Physical Examination

Administrators shall have a physical examination at District expense made by a physician designated by the District at such time as shall be requested by the Board. The findings upon such examination shall be reported to the Board and may be referred to and considered for evaluation of service, disability retirement, or such other purpose as to which the same may relate.

## ARTICLE XIV

### The School Calendar and School Year

A representative of the Association will be consulted in an advisory capacity in matters pertaining to the school calendar.

## ARTICLE XV

### Payroll Policy

1. Payroll checks will be distributed on alternative Fridays during the 11 month work year or, at the option of the administrator, during the twelve month fiscal year.
2. A schedule of paydays will be distributed to members of the Association.

## ARTICLE XVI

### Mileage Expenses

1. All mileage expenses incurred while on approved school business shall be compensated at the Internal Revenue Service Rate as of July 1 of the contract year.

2. Administrators with multi-building assignments who travel regularly between buildings will be compensated at the rate above for such travel in accordance with the District's approved inter-building mileage measurement.

3. Mileage incurred for attendance at professional meetings within the school district are not an approved mileage expense.

## ARTICLE XVII

### Insurance

#### 1. Health Insurance

a. The district will pay 80% of the premium cost of individual coverage and the same percentage for those administrators qualified to and who elect to participate in the family plan. In addition, the district shall pay the first \$50 of the employee cost of the health plan.

b. A committee of two (2) administrators and the Business Administrator will review the health insurance program prior to the expiration of this Agreement.

#### 2. Life Insurance

a. A \$1,000 shared-cost group life insurance policy will be provided for those administrators who wish to participate in the plan. The District will pay the costs of term coverage; the administrator will pay the cost of whole life coverage.

b. The district shall purchase a level term life insurance policy for each member of this unit requesting such policy. The policy shall be in the amount of \$55,000.

c. (1) The District agrees that individual members of the bargaining unit shall have the option to purchase additional coverage entirely at the employee's cost under the level term policy (2.b. above) as long as:

---- The company/underwriter permits this option and

---- the company/underwriter can guarantee the District that there would be no cost increase to the District if those options were exercised.

c. (2) Each administrator shall also have the option at his own cost to enroll in the "Extra Protection Plan" offered by the Phoenix Mutual Life Insurance Company.

## ARTICLE XVIII

### Remuneration

#### Salary Improvements

a. Effective July 1, 1981, each administrator shall receive \$2,500 above the individual salary earned during the 1980-81 service year.

b. Effective July 1, 1982, each administrator shall receive \$2,400 above the individual salary earned during the 1981-82 service year.

## ARTICLE XIX

### Retirement Incentive

- a. Each employee who is covered by this agreement and who is at least 55 years of age and who has completed at least 10 years of service in the Guilderland Central School District shall be eligible to receive a one time retirement incentive upon written request. Written notice shall be given to the Superintendent by April 1st of the school year preceding implementation of the retirement incentive.
- b. The one time retirement incentive shall consist of \$4,000.
- c. It is understood that to make application for the retirement incentive will take the form of a letter of resignation with the intent of retirement and will include the termination date.
- d. In order for the eligible employee to receive the retirement incentive benefit, he/she must exercise the option during the first eligible year only. That is during the 1981-82 school year all employees who are 55 years or older and having at least 10 years of service in Guilderland must exercise their option that year only in order to receive the benefit. During the 1982-83 school year those employees who reach age 55 and have at least 10 years of service in Guilderland must exercise their option that year only in order to receive the benefit. The exception to the above would be when an employee although having reached the age of 55, has not completed at least 10 years of service in Guilderland; in that case the only eligible year for the benefit will be that year in which 10 years of Guilderland service is reached.
- e. The District reserves the right to grant the retirement incentive, upon application, to an employee who plans to terminate his/her services at the conclusion of the school year in which the employee reached the age of 54 and has completed at least 10 years of service in Guilderland.
- f. During the last year of employment, termination of service or beginning of retirement status must occur on the completion date of the service year - June 30 or at another time agreed to by the District.
- g. Payments made to an employee as result of implementing the retirement incentive will be prorated in their final service year or in one lump sum payment in June.



## ARTICLE XX

### Miscellaneous Provisions

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
2. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
3. If any provision or application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsiding except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. Copies of this Agreement shall be printed at the expense of the Board and distributed to all administrators now employed or hereafter employed by the Board within four weeks after its execution or employment if that occurs later.
5. The Board agrees to hold administrators harmless from any financial loss, including reasonable attorneys' fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such administrator within or without the school buildings, provided such administrator, at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of this employment or under the direction of the School District. This shall include financial loss resulting to an administrator from taking students on trips authorized by the School District, provided the administrator was acting in the discharge of his duties within the scope of his employment, and shall require the Board to reimburse an administrator for any additional premiums on his personal insurance up to a maximum of three (3) years resulting from an accident which occurs on such a trip.

ARTICLE XXI

Duration

This amended Agreement shall take effect as of July 1, 1981 and on that day shall supersede all previous agreements between the District and the Association, and shall continue in effect until June 30, 1983 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing on or before January 1, 1983 or any subsequent year of a desire to amend or terminate this agreement. If such notice is received by either party, the first meeting shall occur within fifteen (15) days or at a time earlier or later as mutually agreed upon.

ARTICLE XXII

Requirement of Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

By: Joseph Cohen  
Patricia A. Cohen  
Peter J. Cohen  
Arnold Kottler

By: James Foley  
Joseph E. Purcell  
Joseph A. Landis

DATED: 9/15/81

CODICIL to the AGREEMENT

It shall be the responsibility of the Association and the District to meet and discuss the extension of the current agreement for the 1983-84 school year, (July 1, 1983 - June 30, 1984) It is agreed that this meeting will take place no later than March 1, 1983.

If mutually agreed upon, the agreement will be extended to June 30, 1984 and compensation for that year shall be \$2,750 above each employee's 1982-83 annual salary. Failure to achieve mutual agreement by March 1, 1983 to extend the agreement will result in the termination of the agreement as scheduled. (6/30/83)

For the Association:

James Foley

For the District:

Donald Roberts

DATED: 9/15/81

DEC 16 1981



830401

OCTOBER 30, 1981

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001

RECEIVED

NOV 9 1981

PERSONNEL

PREVIOUS AGREEMENT EXPIRED  
JUNE 29, 1981

PERSONNEL ADMINISTRATOR  
GUILDERLAND BOARD OF EDUCATION  
STATE FARM ROAD  
GUILDERLAND , NY. 12084

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

GUILDERLAND NY CENTRAL SCH DIST ADMINISTRATORS WITH SINGLE INDEPENDENT ASSOCIATION  
NEW YORK

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)* (Agreement enclosed)

1. Approximate number of employees involved 10
2. Number and location of establishments covered by agreement 4 schools within the Guilderland CSD
3. Product, service, or type of business education
4. If your agreement has been extended, indicate new expiration date June 30, 1983

Arnold D. Rothstein, Dir. of Personnel (518) 456-6200  
 Your Name and Position Area Code/Telephone Number  
6094 State Farm Road  
 Address City/State/ZIP Code  
Guilderland, NY 12084



DEC 29 1981

Employer, Product, Service or Type of Business	Name of Union or Association	Number of Employees Normally Covered by Agreements
<p>WESTINGHOUSE ELECTRIC CORPORATION          460 WESTINGHOUSE AVENUE          PITTSBURGH, PA 15224</p>	<p>INTERNATIONAL UNION OF ELECTRICAL, ELECTRONIC, AND COMMUNICATIONS WORKERS OF AMERICA (IUEEWCA)</p>	<p>10,000</p>