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Employer Name: **Saranac Central School District**

Union: **Saranac Administrative Unit (SAU)**

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Saranac Central School District And
Saranac Administrative Unit

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AGREEMENT BETWEEN THE

SARANAC ADMINISTRATIVE UNIT

AND THE

SARANAC CENTRAL SCHOOL

BOARD OF EDUCATION

JULY 1, 1998 - JUNE 30, 2002

**PEPS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

AUG 16 2001

CONCILIATION

PREAMBLE

The Saranac Administrative Unit declares its common interest with the Saranac Central School Board of Education in the desire to achieve the finest possible education for the children of the School District, consistent with the aspirations of the community. It is the Administrative Unit's purpose to accomplish this desire through the continuation of the cooperative relationship between the Board of Education, hereinafter called "Board" and the Saranac Administrative Unit, an affiliate of the School Administrators Association of New York State, hereinafter abbreviated "S.A.U."

REQUIREMENT PER TAYLOR LAW

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SAVINGS CLAUSE

If any provision of this agreement is or shall at any time be found contrary to law, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

ARTICLE I - RECOGNITION

Section A

The Board having duly recognized the S.A.U., an affiliate of the School Administrators Association of New York State, as the exclusive representative of all administrators agrees to negotiate in good faith to reach agreement over the establishment or modifications of policies dealing with terms and conditions of employment and matters related thereto. The professional positions incorporated in such recognition include, but are not limited to, the following:

- a. Elementary School Principals
- b. Secondary School Principals
- c. Director of Pupil Personnel Services

Section B

If during the term of this Agreement, the Board creates a new administrative or supervisory position, the terms and conditions of employment of a person to fill such position shall be governed by this Agreement. Excluded from the Recognition above are the Superintendent, any Assistant Superintendents, and the Business Administrator.

ARTICLE II - VACANCIES

The Board shall give written notice to each member of the S.A.U. of any vacancy which occurs in any existing administrative or supervisory position or which occurs as a result of the creation or modification of a new or existing administrative or supervisory position. Such notice shall contain:

- a. A description of the position to be filled;
- b. Qualifications for the position;
- c. Appropriate salary range;
- d. Procedure for application.

ARTICLE III - RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

Section A

The Board agrees that the S.A.U. will be consulted before making changes in the curriculum, education program, physical facilities, building budgets, staffing or administrative organization.

Section B

A copy of the Board of Education agenda and minutes will be sent or given to each member of the Association at the same time it is sent or given to the Board.

Section C

An Administrator may serve as an advisor, as required, to the board's negotiating team in its negotiation with other employee units. This occasional participation will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Board. None of the duties performed in accordance with this section shall constitute a basis for "managerial" designation under Section 201(7) of the Taylor Law.

ARTICLE IV - SABBATICAL LEAVE

Section A

The Unit Member applying for leave shall submit a written application and outline of plans to the Board of Education two months prior to the annual meeting.

Section B

Leaves will be granted for ½ year at full pay or one year at half pay for travel or study with such leaves commencing either on August 1, or January 30 of a given year

Section C

Only 1 administrator will be granted a leave at any one time.

Section D

A written guarantee will be given to the Board of Education that said person will spend at least two (2) years in the District upon returning from leave. Default in relation to all or any part of this provision shall require a proportional return of the Sabbatical Leave salary paid by the District.

Section E

Persons with seven (7) years or more service in the district will be considered time spent in a district, which has merged with Saranac, will be counted.

Section F

The main purpose of the leave shall be to provide a meaningful education to Saranac Central students. If the Board finds that no proposal for leave submitted in any year is valuable to the education of the students or to the District, it shall not be bound by any other language of this provision.

Section G

Time spent on leave will be credited as time served in the District.

Section H

All benefits, including retirement, health insurance, sick leave, and tenure, shall be retained by the member. The sabbatical year shall be considered as a regular period of service.

Section I

Acceptance of sabbatical leave shall in no way prejudice or jeopardize a member's benefits which he/she then had, or which may be accorded to other members during his/her absence on sabbatical leave.

ARTICLE V - PAYROLL DEDUCTIONS

Section A

The Board of Education agrees to deduct from the salaries of its administrators, dues for SAANYS as said administrators individually, and voluntarily authorize the Board to deduct and to transmit the monies to SAANYS. Administrator authorization will be in writing in the form set forth under the title "Dues Authorization Form."

Section B

The local SAANYS Unit will certify to the Board in writing the current rate of membership dues of the Association named in Article V, Section A by October 1st of a given year.

Section C

Deductions referred in Section A of this Article will be made in installments during the school year. The Board will not be required to honor any authorization after October 1st.

Section D

The Board shall make available payroll deductions for group insurance, tax sheltered annuities, and savings bonds at the request of the employee.

Section E

Authorization for such deductions shall be in writing by the administrator on a form which has been agreed upon between the parties and to be supplied by the administrative unit.

ARTICLE VI - GRIEVANCE PROCEDURE

Section A - Basic Principles

The intent of the following procedures is to provide for the orderly settlement of differences in a fair and equitable manner. It is the policy of the Board of Education and the Administrative Unit to encourage that all grievances be resolved at their earliest possible stage. Efforts will be made to expedite all processes. Both parties recognize that the procedures must be available without any fear, reprisal, discrimination, or interference. Therefore, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Administrative Unit 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.

Section B - Definitions

1. "Grievance" is any alleged violation of this agreement or any dispute with respect to the meaning, application, or violation of the terms and conditions of employment as set out in this agreement. Terms and conditions not set out in this agreement will be grievable through the Board of Education stage.
2. "Aggrieved Party" shall mean any administrator or any group of administrators in the negotiating unit or the administrative unit.
3. "Party of interest" shall mean the Grievance Committee of the Administrative Unit and any party named in a grievance who is not the aggrieved party.

Section C - Submission of Grievance

1. Each grievance shall be submitted in writing on a form approved by the Board and the Administrative Unit (see Attachment A) and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
2. A Grievance shall be deemed waived unless it is submitted within 30 school days after the aggrieved party knew or should have known of the events or conditions on which it is based.
3. All factual information concerning the grievance shall be presented at the initial stage of the grievance. Review of the grievance at all subsequent steps in the procedure shall be limited to the facts presented in the written statement of the grievance and at the first hearing held on the grievance.
4. An administrator or group of administrators may submit grievances which affect them personally. The administrator may submit any grievance which affects any administrator of the administrative unit.
5. A grievance shall be presented to the Superintendent of Schools.

Section D - Procedure

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the Superintendent of Schools. If the grievance is not resolved informally, it will be reduced to writing as required by paragraph C.1. hereof and submitted to the Superintendent of Schools.
2. The Superintendent of Schools shall respond in writing within five (5) school days to each written grievance received. If an aggrieved party is not satisfied with the response of the Superintendent of Schools or if no response is received within five (5) school days after submission of a grievance, such aggrieved party may submit a copy of the grievance to the Board of Education.
3. In the event the aggrieved party is not satisfied with the decision of the Superintendent of Schools, the grievance will be submitted in writing to the Board of Education. If the aggrieved party desires a hearing, a request for such hearing shall be submitted to the Board at the time the grievance is submitted to the Board, in which case, the Board shall hold a hearing within ten (10) school days after receipt of the grievance and request for hearing. Such hearing shall be conducted in executive session. Within fifteen (15) school days after a grievance is fully submitted, the Board shall render a decision in writing to the aggrieved party.
4. Each party may keep official minutes by use of its own tape recorder at all formal stages.
5. In the event the Administrative Unit is not fully satisfied with the statement of the Board with respect to a grievance, it may, within thirty (30) calendar days after receiving the statement, refer the grievance to the arbitrator by placing a "Demand for Arbitration" with the American Arbitration Association. A copy of such request shall be forwarded to the Superintendent of Schools. An individual aggrieved party must receive the approval of and be represented by the Administrative Unit in order to proceed to arbitration.

Section E - Arbitration

1. The parties will abide by the Voluntary Rules of the American Arbitration Association.
2. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted.
3. The decision of the arbitrator shall be binding upon both parties.
4. The cost for the services of the arbitrator will be borne equally by the School Board and the Administrative Unit.

ARTICLE VII - MATERNITY LEAVE

Section A

Sick leave where appropriate, and unpaid leave may be used for maternity and child-rearing. An Administrator using this leave shall notify the Superintendent in writing of his/her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin. Upon specific request of the Board of Education, an Administrator using this leave shall show the need for such leave. An Administrator who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions as certified by her physician. The Board shall require such evidence in writing, at approximately one (1) month intervals.

Section B

If an Administrator notifies the Superintendent of his/her desire to return to active employment within sixty (60) days after the termination of pregnancy or the birth of the child, shall, within thirty (30) calendar days of notifying the Superintendent of such intent, be assigned to the position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if an Administrator who has been on leave ninety (90) days or more gives such notice after April 30, he/she may be placed on an involuntary leave until the commencement of the next school year.

Section C

At the administrator's request, maternity leave will be extended for up to two (2) additional school years.

Section D

The period of such leave shall not be considered part of the administrator's probationary period and no benefits shall accrue during such leave. Upon return, the administrator shall be granted all professional advantages and status which (s)he had at the time the leave commenced, except that an administrator having served at least five (5) months in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.

Section E

Where sick leave is to be used for a part of this leave, the District may require a physician's certificate attesting to the period of such disability, and during such disability the Administrator shall, at his/her option, be entitled to the use of any accrued leave. However, the rights provided under Article VIII, Section B Leave Time shall not be used for a paid disability leave, except as determined by a physician.

Section F

An Administrator adopting an infant child (i.e., four years or less) shall be entitled to a leave of up to one (1) year, upon request, after receiving de facto custody of the child or prior to the de facto custody if that is necessary to fulfill the requirements for adoption. As adoptive leave is an unpaid leave, the rights provided under Article VIII, Section B Leave Days shall not be used for extended adoptive leave.

ARTICLE VIII - LEAVE TIME

Section A

Members of the Administrative Unit shall be granted 27 days of leave for each year of service within the Saranac Central School System from the effective date of this contract and thereafter. Four days may be used for personal business. The remaining leave days shall be used for sickness, personal or family, or bereavement. Days used shall be deducted from accumulated leave.

Section B

When an Administrator has exhausted sick leave benefits due to extended illness or disability, at the sole discretion of the Board of Education, the number of available sick leave days may be extended for a number to be determined by the Board.

Section C

Leave days may be accumulated to a total of 245.

Section D

Notwithstanding Section A (above) administrators hired on or after July 1, 1997 shall be granted 25 days of leave for each year of service within the Saranac Central School System from the effective date of this contract and thereafter. Four days may be used for personal business. The remaining leave days shall be used for sickness, personal or family, or bereavement. Days used shall be deducted from accumulated leave.

ARTICLE IX - HEALTH INSURANCE

Section A

The Board of Education shall provide a Life Insurance and Health Insurance plan. The amount of cost sharing by members of the S.A.U. for the Health Insurance portion will be in accordance with Section D (below).

Section B

1) For S.A.U. members who were hired on or before December 21, 1994 and who have more than or equal to fifteen (15) years of continuous service at the time of retirement, the Board of Education will contribute one hundred percent (100%) of the premium for health insurance during retirement.

2) For S.A.U. members who were hired after December 21, 1994 and who have more than or equal to fifteen (15) years of continuous service at the time of retirement, the member will make a health care insurance premium co-payment in retirement equivalent to any co-payment made by active members.

3) For those S.A.U. members who retire with less than fifteen (15) years of continuous service at the time of retirement, the cost of any health care insurance in retirement shall be borne exclusively by the retiree.

The Association agrees that anytime during the duration of this Agreement, should the District and the Teachers' Association agree to co-pay for retirees, the Administrator's Association will agree to the same rate of co-pay for retirees, and it will be effective on the same date as the Teacher's contract according to the same stipulations found therein. It is also understood that should the above

come to pass, administrators salaries will be adjusted in accordance with the fact finders recommendation of October 21, 1998.

Section C

In the event that an active or retired Administrator dies, the surviving spouse shall have the option of retaining either family or individual health insurance coverage at his/her own cost, by reimbursing the District on a quarterly basis.

Section D

Administrators desiring coverage under the District Health Insurance Plan will contribute Fifteen percent (15%) to the annual premium.

Section E

The District shall establish an IRS 125 Plan. The program (plan administrator) shall be one that is mutually agreed upon by the District and the Union. The annual date of initiation will be October 1st.

ARTICLE X - LONGEVITY

Section A

Upon retirement, an administrator shall receive an increment according to the following number of years of service in the District and said increment shall be applied to the last year's salary.

- 15 years of service in District - \$400.00
- 20 years of service in District - \$600.00
- 25 years of service in District - \$1,000.00

ARTICLE XI - RETIREMENT INCENTIVE

Section A

Upon retirement, and subject to the limitations and provisions of this Article, Administrative personnel shall be paid a benefit according to the following schedule and conditions:

<u>Qualifier</u>	<u>Benefit</u>
15 years of service or 1 st year of eligibility	\$89.80 per accumulated unused sick leave day up to a maximum of 245 days.
16 years of service or 2 nd year of eligibility	\$80.83 per accumulated unused sick leave day up to a maximum of 245 days.
17 years of service or 3 rd year of eligibility	\$71.85 per accumulated unused sick leave day up to a maximum of 245 days.
18 years of service or 4 th year of eligibility	\$62.07 per accumulated unused sick leave day up to a maximum of 245 days.
19 years of service or 5 th year of eligibility	\$53.90 per accumulated unused sick leave day up to a maximum of 245 days.
20 years of service or 6 th year of eligibility	\$44.90 per accumulated unused sick leave day up to a maximum of 245 days.

Section B

To be eligible for this benefit upon retirement, an Administrator must meet the following criteria and stipulations:

1. The Administrator must have completed at least 15 years of continuous full-time service in the District by the date the non-teaching employee retires. An unpaid leave will not count as year(s) of service, but will not interrupt the continuity of service.
2. The Administrator must retire between the first (1st) and sixth (6th) year, inclusive, of eligibility for retirement in New York State Teachers' Retirement System or between the fifteenth (15th) and twentieth (20th) years, inclusive, of service.
3. The Administrator must have an approved retirement from the New York State Teachers' Retirement System.
4. The Administrator must provide notice to the District by March 1 prior to the District's fiscal year in which the Administrator intends to retire.

Section C

For purposes of this Article, the following limitations, definitions and requirements shall apply:

1. No benefit will be paid to any Administrator who does not meet all the eligibility requirements as stipulated in this Article.
2. No Administrator shall be credited with more than 245 days accumulated sick leave.
3. No benefit will be paid an Administrator who is not eligible for retirement in the New York State Teachers' Retirement System on the effective date of retirement.
4. No benefit will be paid to any Administrator whose effective date of retirement occurs after the sixth (6th) year of eligibility or after twenty (20) years of service.
5. In the event that an Administrator is apparently eligible to receive two (2) levels of benefits, the Administrator will only be eligible to receive the greater of the benefit levels.
6. The effective date of retirement shall mean the day following the last day an Administrator is employed by the District on a full-time basis.
7. The retirement benefit will be paid to an Administrator in a single lump-sum payment on the last day of employment.
8. "Years of Service" is defined as full-time service in the District.
9. "Year of eligibility" is defined as the year in which the affected employee's effective date of retirement takes place in relationship to the eligibility requirements under the New York State Teachers' Retirement System for eligibility to receive a retirement benefit.

ARTICLE XII - WORK YEAR

Section A

All Administrators shall work the following schedule:

- July - August:..... Twenty (20) days (not holidays or weekends)
- September 1 to opening of school:..... Any days not holidays or weekends
- Opening of school to closing of school:..... School Calendar
- Closing of school to June 30:..... Any days not holidays or weekends

Section B

For any days beyond those in Section A above worked at the direction of, or with the prior approval of, the Superintendent, an Administrator shall receive additional compensation at the per diem rate of 1/210th of his/her salary.

Section C

Any Administrator hired after January 25, 1996, will work the year as contained in Sections A and B above, plus an additional ten (10) days during July and August.

ARTICLE XIII - COMPENSATION

Section A

Administrators will receive the following salaries for each years of the Agreement as indicated below:

	P. Corell	K. Cringle	B. Ott	M. Tamer	J. Votraw	J. Gratto	K. Moore
1998-99	79,720	79,460	75,300	64,350	86,450	51,578	48,050
1999-00	82,220	81,960	77,800	66,850	88,950	53,778	50,250
2000-01	84,720	84,460	80,300	69,350	91,450	55,978	52,450
2001-02	87,320	87,060	82,900	71,950	94,050	58,278	54,750

ARTICLE XIV - PERSONNEL FILES

1. Exclusive of confidential references and communications received in connection with the initial employment, all data maintained by the District on employees relative to employment, promotion, discipline, evaluation, and all other job related matters will be placed in a single file and maintained in the District Office.

2. Other than those clerical materials which are routinely maintained, no material shall be filed or maintained unless the employee has been offered the opportunity to examine the material. The employee must affix his/her signature on the actual copy to be kept with the express understanding that such signature merely signifies that he/she has examined the material; such signature does not necessarily indicate agreement with the contents of the material.

3. An employee will have the right to rebut, explain and comment upon any material in his/her file and such statement will be appended to the appropriate item(s) in the file.

4. Any material agreed to be unjustified or inaccurate will be removed or modified.

5. No anonymous material will be placed in an employee's file.

6. Upon receipt of a written request, the employee will be furnished with a reproduction of any material from his/her file.

7. Unless required by summons, no material in the file shall be forwarded to any non-district related agency, organization, prospective employer or other party without the consent of the employee.

ARTICLE XV - TRANSFERS

Before a transfer or reassignment is made, volunteers will be sought. The Transfer or reassignment will be made from these volunteers, if any, unless it is not in the best interest of the District.

ARTICLE XVI - DURATION

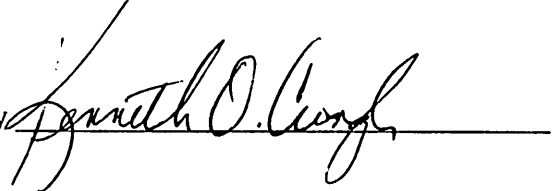
Section A

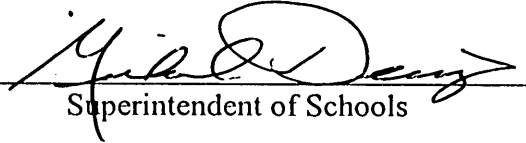
This Agreement shall become effective July 1, 1998, and remain in full force and effect through June 30, 2002.

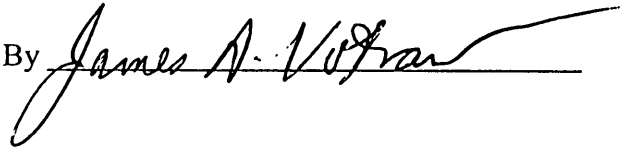
Saranac Central School

Saranac Administrative Unit

By 
President, Board of Education

By 

By 
Superintendent of Schools

By 

Dated this 8th day of June, 19 99

Attachment A

GRIEVANCE SUBMISSION FORM

**SARANAC CENTRAL SCHOOL
SARANAC, NEW YORK 12981**

Grievance submitted to:

From person, persons, or organization submitting grievance:

The terms and/or conditions of employment and/or provision(s) of existing contract involved in grievance:

The time and place where the alleged grievance occurred:

The identity of the person responsible for causing the alleged grievance:

General statements of the Grievance:

Action sought by the aggrieved party:

Signed: _____

Date: _____

GRIEVANCE SUBMITTED VERIFICATION

THE AGGRIEVED PARTY SHALL HAVE THIS PART SIGNED AND RETAINED FOR OUR RECORDS.

This is to verify that on the _____ day of _____, 19__, I received a written grievance from _____ relative to Article _____ of the existing contract.

SIGNED: _____ DATE: _____