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Agreement

By and Between

the Superintendent of Schools

South Glens Falls Central School District

and the

South Glens Falls Administrators' Association

for the duration of

July 1, 2006 through June 30, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

Procedures

A. Preamble

In order to implement the provisions of the Taylor Law and to encourage and increase the effective and harmonious working relationship between the South Glens Falls Central School District (hereinafter called "Board") and the Administrative employees (hereinafter called "Administrators") of the Board, represented by the South Glens Falls Administrators' Association (hereinafter called "Association"), affiliated with the School Administrators' Association of New York State, the Chief Executive Officer of the Board (hereinafter called "Superintendent"), and the Association enter the agreement.

B. 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.

C. Savings Clause

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, 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.

D. Recognition

The Board recognizes the Association as the exclusive bargaining agent of all Building Principals, Assistant Principals, and any other certified administrative and certified supervisory personnel except the Superintendent, Assistant Superintendents, the School Business Administrator, and any other employee who is a member of another bargaining unit.

E. Negotiation Procedures

Negotiations for a successor Agreement will commence upon written request of either party. Such request shall be made in the final year of the Agreement not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent, and no later than February 1. The parties will then establish a mutually agreeable meeting date following such request.

At the initial meeting, the parties will exchange proposals in writing in the contract language desired by the party presenting. All negotiations shall be held

in executive session. All releases to the media shall be done jointly unless impasse is reached.

F. **Printing of Agreement**

The Board shall bear the cost and responsibility of having this Agreement printed. The District will provide each Administrator with a copy of the Agreement and the Association with ten (10) copies of the Agreement within thirty (30) days of the ratification by both parties. In addition, the District will provide a copy of this Agreement to any new Administrator within two (2) weeks of his/her employment.

ARTICLE II

Grievance Procedure

A. **Definitions**

- (1) A grievance shall be any claim by an Administrator that has been a violation, misinterpretation or inequitable application of this agreement. The Administrator may grieve on his/her own behalf that the integrity of the items contained within this Agreement has been violated.
- (2) "Grievant" means the Administrator initiating the grievance procedure.
- (3) "Party-In-Interest" means the Administrator as the aggrieved party.
- (4) The Board of Education will have the responsibility of determining all decisions at the final stage of the grievance procedure.

B. **Procedure**

Step 1: Superintendent-Informal

If an Administrator feels that he/she has a grievance, he/she will discuss it with the Superintendent either directly or through an Association representative with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be within twenty (20) calendar days of when the grievant knew or should have known of the grievance. The Superintendent shall confer with all parties-in-interest, but in arriving at his/her decision shall not consider any material or statement offered by or on behalf of any such party-in-interest with whom consultation has been had without the aggrieved party or his/her representative present. If an Administrator submits the grievance through a representative, the Administrator may be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

If the Superintendent has not met with the grievant within fifteen (15) calendar days of the grievant's request, the grievant may take the grievance to Step 2: Superintendent-Formal.

Step 2: Superintendent-Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within ten (10) calendar days of the meeting at Step 1. Within ten (10) calendar days after the written grievance is presented to him/her, the Superintendent shall, without any further

consultation with the aggrieved party, or any party-in-interest, give his/her decision and reasoning.

Step 3: Board

1. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within fourteen (14) calendar days after the Superintendent has given his/her decision.
2. Within fourteen (14) calendar days after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be in Executive Session unless the grievant requests that it be open.
3. The Board shall give its decision, with reasoning, within seven (7) calendar days after the conclusion of the hearing.

C. Rules of Procedures

1. The grievant may call witnesses on his/her own behalf and the Board will make available such witnesses who are in the employ of the Board.
2. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the Administration against the grievant, any party-in-interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. The grievant may choose whomever he/she wishes to represent him/her at any step.
5. Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as "outside limits", and shall be extended only by mutual written agreement.
6. Failure at any step to communicate a decision to the grievant within the time limit shall permit the lodging of any appeal at the next step of the procedure. The grievance is forfeited, if the grievant misses a time limit.

ARTICLE III

Work Year and Work Day

Administrators shall be eleven-month employees with the work year beginning on July 1 and ending June 30, **with the exception of the Administrative Coordinator of K-12 Guidance, which is a twelve month position.** During this period, Administrators will work two hundred fifteen (215) days plus time, for emergency situations, as requested by the Superintendent.

From September 1 through June 30, Administrators will be required to work ***at least the teacher work year***, as approved by the Board. In addition, their work days will include the time from September 1 until the opening of school and from the end of school to June 30.

From July 1 through August 31, Administrators will work at least twenty (20) days.

All proposed work days between July 1 and August 31 will be submitted to the Superintendent by **June 1** for approval, inclusive of five (5) additional work days which are subject to approval by the Superintendent. A schedule of common work days may be formulated by the Superintendent, if necessary.

ARTICLE IV

Leaves

A. Personal Illness

Fourteen (14) days of personal illness, with pay, will be granted to all full-time professional administrators. Part-time professional administrators will be granted a pro-rated number of personal illness leave days based upon the same percentum as that used to determine their salary. Unused personal illness leave days may accumulate to three hundred (300) days with pay.

B. Illness or Death in Family

All full-time professional Administrators will be granted five (5) days leave, in any year, with pay, for illness or death in the family. Part-time professional administrators will be granted a pro-rated number of such days based upon the same percentum as that used to determine their salary. These five (5) days are granted in addition to personal illness days. At the close of each school year, all unused illness or death in the family days are accumulated as personal illness days.

Family is defined as follows: spouse, children, step-children, sister, brother, grandchildren, parents and grandparents of either Administrator or spouse, uncle, aunt, legal guardians of the Administrator, and any other member of the household of which the Administrator resides.

C. Personal Leave

Upon application, four (4) days with pay will be allowed for personal business which cannot be conducted on non-school days. Under normal circumstances, such application should be made at least two (2) days prior to the intended date(s) of absence. At the close of each school year, all unused personal business leave days are accumulated as personal illness days.

A reason for the absence will be provided, if requested, when the personal business leave shall occur on a day immediately preceding or following a school holiday or vacation. Unless extenuating circumstances exist, personal business leave shall not be requested, used, or granted for the purpose of accommodating travel-related plans for a school holiday or vacation period.

D. Child Care Leave

An Administrator shall be granted, upon written request to the Board, a child care leave for a period of up to one (1) school year beyond the semester in which the leave commences. The leave will be granted up to the first four (4) years after birth, adoption, or de facto custody of the child, for the purpose of

caring for such child. Such request will be made, except in cases of emergency, at least thirty (30) days prior to commencement of such leave.

D. **Conferences and Workshops**

The Board of Education will provide an annual allotment of \$2,500 to be used exclusively by the Administrative Unit Members to partially offset the cost and enable Administrators to attend professional meetings, conferences and workshops, subject to approval of the Superintendent.

ARTICLE V

Rights and Responsibilities

A. **Board Agenda and Minutes**

A copy of the Agenda and Minutes of all Regular and Special Board of Education Meetings will be sent or given to each member of the Association at the same time they are sent or given to the Board.

B. **Protection of Professional Reputation**

No material derogatory to an Administrator's conduct, service, character, or personality shall be placed in the "Official Personnel File" maintained in the District Office unless the Administrator has had an opportunity to examine the material. The Administrator will be considered to have had the opportunity to examine the material when either he/she has been shown the material in person or a copy has been directed to the Administrator's last address on file in the District Office.

When an Administrator is provided with the material, he/she shall acknowledge that he/she has examined such material by immediately affixing his/her signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content.

The Administrator shall have the right to answer, within twenty-one (21) calendar days, any material filed, and his/her answer shall be attached to the file copy. Prior to the filing, the Superintendent or the Superintendent's designee shall acknowledge that he/she has examined such material by immediately affixing the date and his/her signature on the Administrator's answer.

Anonymous complaints shall not be included in an Administrator's file.

Upon the request of an Administrator, he/she shall be permitted to examine material in his/her personnel file and have copies made, subject to a reasonable time and place. This shall be done by the Administrator or by the Administrator and his/her authorized representative at the District Office during regular working hours of that office. No personnel files shall be removed from the District Office. The right to examine and copy material in a "personnel file" does not include the right to examine and/or copy pre-employment recommendations or pre-employment evaluations. No written material from an Administrator's official personnel file shall be forwarded to a prospective employer without the Administrator's permission. This is not intended to limit candid references requested of the District.

ARTICLE VI

Working Conditions

A. **Transfers**

Administrators who desire a change in assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a certified vacancy and file at any time a written statement of such desire with the Superintendent. Whenever the Superintendent knows of a certified vacancy, he/she will notify the Administrator who has filed an application for such position as promptly as possible.

As soon as the position has been filled, each unit applicant shall be notified as to who was appointed to such position.

B. **Accident Indemnity**

Administrators injured while performing assigned duties shall be paid the difference between their current salary and any Workers' Compensation for the duration of the absence for up to one (1) full school year without loss of accumulated sick leave time.

In the event the Administrator receives Workers' Compensation for the period of his/her disability, he/she shall turn the money over to the Board. It is understood, however, that if any Administrator receives a "lump sum" settlement or award for a schedule loss, no reimbursement will be required to be paid to the Board by the Administrator.

ARTICLE VII

Retirement Options

Each member of the negotiation unit shall be given the option of selecting either Part A or Part B as described below:

A. **Special Longevity Salary Increments**

Selection of this option will make the bargaining unit member eligible for a special longevity salary increment to be paid in full during one (1) school year. The special longevity salary increment shall be in addition to the member's scheduled salary, shall be part of the annual salary for not more than one (1) school year, and shall be equally distributed over the period of time served in that year. The amount of the increment to be paid shall be determined by the following schedule:

Eligibility to retire under New York State Teachers' Retirement System with Benefits	Longevity Increment - \$3,000
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A negotiating unit member electing this option must apply for the increment prior to September 1 of the school year in which the increment will take effect.

C. **Application of Accrued Sick Leave for Health Insurance**

Selection of this option will entitle the bargaining unit member to apply unused accrued sick leave at the time of retirement toward fully-paid health insurance in accordance with the following provisions:

1. Each three-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one (1) month of fully-paid health insurance (maximum entitlement: 120 months). For the purpose of this article only, an employee may accrue three hundred sixty (360) sick days. However, such an accrual shall not alter the maximum number of accumulated personal illness leave days in Article IV, Section 1, herein. Said entitlement will terminate when the bargaining unit member reaches his/her Medicare eligibility for full benefits birthday.
2. This measure shall equally applicable to individual, two-member and family health insurance coverage.
3. To qualify for this option, the negotiating unit member must meet the minimum age requirements stipulated in Part A of this Article as of the

beginning of the school year in which he/she will retire.

4. The surviving dependent(s) of a retiree shall be eligible to retain such benefit for the period of the retiree's entitlement, provided such person (2) was initially included in the two-member or family coverage.
5. Upon expiration of the entitlement eligibility period for fully-paid health insurance, the retiree will be required to begin regular co-payment participation if he/she is to retain health insurance coverage through the School District.
6. This measure will be applicable only to health insurance coverage and will not apply to dental insurance.

ARTICLE VIII

HEALTH INSURANCE

- A. The bargaining unit shall enjoy the same health plan with applicable agreements that the Teachers' Association maintains. If during the three-year contract, the teachers' health plan or any of the applicable agreements are changed, it is the understanding that the administrative unit shall make the same changes automatically without a required ratification vote. This is exclusive of the retirement incentive program applicable to the professional staff.
- B. During the duration of this contract, members shall contribute to the cost of their health insurance premium according to the following table:

2006-2007	12% - Individual & Family & Two Person
2007-2008	14% - Individual & Family & Two Person
2008-2009	16% - Individual & Family & Two Person

- C. Unit members will be provided with enrollment in a Flexible Benefits Program (IRC 125) which will provide for a payroll deduction of pre-taxed dollars for payments towards Health Insurance Premium Co-Payments.
- D. The Association agrees to reduce the district cost of health insurance through the use of buyouts. The district agrees to pay each member who chooses the buyout rather than health insurance the amount agreed upon by the South Glens Falls Central School District and the South Glens Falls Faculty Association.

Only Association employees enrolled in Two-Person or Family coverage are eligible for the health insurance buyout program. Association members enrolled in Individual coverage do not qualify for the buyout program.

ARTICLE IX

Compensation and Dues Deduction

Compensation

- A. During the duration of the contract each member of the administrative unit shall receive a salary increase as indicated in the following table:

Year	2006-2007	2007-2008	2008-2009
Increase	\$3,100	\$3,100	\$3,100

- B. Beginning with the **2006-2007** school year, the salaries of each **administrative unit member will be increased by \$3,100.**
- C. Beginning July 1, 2006, those unit members who have received prior approval or have been assigned by the Superintendent to work an additional five work days will be compensated for each day at a rate of \$200 per day. Payment for these additional days will not become part of base salary.

Dues Deduction

The Board shall deduct from the salary of each Administrator, who so authorizes in writing on an agreed upon form, dues for membership in the South Glens Falls Administrators' Association and the School Administrators' Association of New York State, and shall promptly transmit the deduction to those organizations.

Deduction authorizations shall continue in full force and effect until the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the Business Office.

SALARIES

1. The Administrative unit agrees to a three-year contract. The duration shall be from July 1, 2006 through June 30, 2009.
2. The Administrative unit's base salary for those administrators who are employed by the district as of October 1, 2005 over the three-year period of this contract shall be as follows:

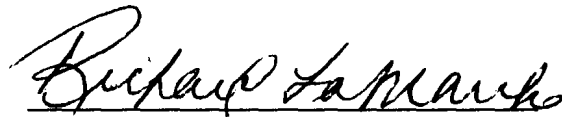
CSE/CPSE Chairperson	\$ 70,200
Assistant Principal	\$ 70,200
Coordinator of Athletics, Physical Education, Health 7-12, Family & Consumer Science 6-12 & Wellness	\$ 65,000
Elementary Principal	\$ 74,800
Middle School Principal	\$ 77,300
Senior High School Principal	\$ 79,800
Administrative Coordinator of K-12 Guidance	\$ 70,200

3. The Superintendent of Schools shall establish a starting salary for any administrator not covered by the above language. Subsequent review for that administrator shall be based on the same salary adjustment for the unit members in the remaining years of this agreement.
4. Positions reflected in the agreement are eleven months. However, the position of Coordinator of Athletics, Physical Education, Health 7-12, Family & Consumer Science 6-12 & Wellness may be modified based upon District needs and subsequent Side Bar Agreement of both parties.
5. The position of Administrator Coordinator of K-12 Guidance is a twelve-month position.

ARTICLE X

The provisions of this agreement shall be effective as of July 1, 2006 and shall continue and remain in full force and effect until June 30, 2009.

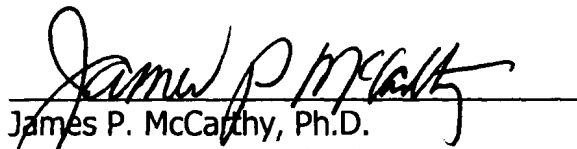
In witness thereof, the parties have hereunto set their hands and seals this 28th day of November, 2005.



Richard D. LaMarche
President, South Glens Falls
Administrators' Association



Jacqueline M. Bashant, President
Board of Education
South Glens Falls Central School District



James P. McCarthy, Ph.D.
Superintendent of Schools
South Glens Falls Central School District