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AGREEMENT

between

SOUTH COLONIE
ADMINISTRATORS' ASSOCIATION

and

THE SUPERINTENDENT

of

SOUTH COLONIE CENTRAL
SCHOOL DISTRICT

July 1, 2009 – June 30, 2014

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ARTICLE I – Definitions

ADMINISTRATORS – All members of the South Colonie Administrators’ Association.

ASSISTANT SUPERINTENDENT – The Assistant Superintendent for Instruction or the Assistant Superintendent for Management Services, whichever is appropriate.

MANAGEMENT/CONFIDENTIAL – The District considers the administrative bargaining unit to be “management/confidential” employees. Specifically, members:

- shall have three (3) representatives present during negotiations which impact instructional delivery. The Superintendent and his/her designee will work with the administrative unit to select the individuals.
- have access to privileged and sensitive information. This access bears professional responsibility as well as the potential for legal ramifications for the District and individual administrators.

ARTICLE II – Meeting Timetable

The Superintendent, or a Committee of the Board of Education, agrees to meet with the South Colonie Administrators’ Association to discuss and review salary, benefits, and working conditions not later than February 1st of the last year of this Agreement.

ARTICLE III – Grievance Procedures

Definition of Grievance: A grievance” is a claim based upon an event or condition which affects the terms and conditions of employment of an administrator or group of administrators and/or the interpretation or meaning of any provisions of this Agreement or any subsequent Agreement entered into pursuant of this Agreement. The term “grievance” shall not apply to any matter for which a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law.

Right of Grievance: Every administrator shall have the right to present his/her grievance in accordance with the procedures established by the Board of Education, free from interference, coercion, restraint, discrimination or reprisal.

He/she shall have the right to be represented at all stages by a person or persons of his/her choice. However, a grievance action may be initiated only by the employee who is personally aggrieved. If a grievance directly affects two or more administrators, the Administrators’ Association may file in the name of the Association.

Procedures: Grievances shall be handled by a three-step procedure as listed:

Step 1

This step will include conferences with the administrator’s immediate superior. The statement of the problem may be oral or in writing and every effort shall be made to arrive at a satisfactory solution at this level.

A decision shall be made within a period of thirty (30) school days and this decision must be in writing. If the administrator is not satisfied with the decision, he/she may, within ten (10) school days from the receipt of the decision, proceed to Step 2 with a formal grievance.

Step 2

If the grievance is not satisfactorily adjusted at the Step 1 level, the administrator may then present his/her grievance to the appropriate Assistant Superintendent or the Superintendent, dependent upon who was the immediate superior in Step 1. The complainant must set forth the grievance fully in writing and submit signed copies to either the Superintendent or the Assistant Superintendent.

The Superintendent or the Assistant Superintendent shall make a complete investigation and render a decision in writing within thirty (30) school days from the date of receiving the complaint. Copies of the decision with reasons shall be given to all parties involved.

Step 3

A decision from Step 2 may be appealed to the Board of Education by the aggrieved party, providing this action is started within ten (10) school days of the date of the decision in Step 2. In such case, the appeal must be in writing, signed by the person aggrieved and must set forth fully all details of the grievance and attempts at prior solution. Copies of the appeal shall be served upon the School District Clerk. The Board's decision shall be final and shall be communicated in writing to all interested parties within thirty (30) calendar days following receipt of the appeal.

ARTICLE IV – Salaries and Other Provisions

A. Salary Adjustments

Prior to salary increase computations as stated in Article IV.B., the following salary adjustments shall be added to the base salaries of the following administrators:

| | 7/1/09 for 2009-10 | 7/1/10 for 2010-11 |
|------------------------|---------------------------|---------------------------|
| Bearup, Greg | \$2,000 | \$2,000 |
| Boardman, William | \$1,750 | \$1,750 |
| Callender, Nora | \$2,000 | \$2,000 |
| Dollard, William | \$1,250 | \$1,250 |
| Gottschalk, Kathleen | \$1,500 | \$1,500 |
| Guardino, Joseph | \$1,500 | \$1,500 |
| Leahey, Christopher | \$1,500 | \$1,500 |
| Marohn, Michael | \$2,500 | \$2,500 |
| Penn, Jill | \$500 | \$500 |
| Robilotti, Christopher | \$2,750 | \$2,750 |
| Wetzel, David | \$2,000 | \$2,000 |

B. New Appointments

Administrators hired after July 1, 2009 will have a base minimum salary of \$85,000.
Administrators hired after July 1, 2013 will have a base minimum salary of \$87,500.

C. Base Salary Computation

Administrators will receive a salary adjustment for each of the years:

| | 11 Month | 12 Month |
|-----------|----------|----------|
| 2009-2010 | 4.0% | 4.5% |
| 2010-2011 | 4.0% | 4.5% |
| 2011-2012 | 4.25% | 4.25% |
| 2012-2013 | 4.5% | 4.5% |
| 2013-2014 | 4.5% | 4.5% |

D. Incremental Step

An administrator who has been credited with five (5) full years of service as administrator or teacher in the South Colonie Central School District shall be eligible for incremental steps in the amount of \$1000 (L1) effective July 1, 2009.

An administrator who has been credited with ten (10) full years of service as administrator or teacher in the South Colonie Central School District shall be eligible for an additional incremental step in the amount of \$1000 (L2) effective July 1, 2009.

An administrator who has been credited with fifteen (15) full years of service as administrator or teacher in the South Colonie Central School District shall be eligible for an additional incremental step in the amount of \$1000 (L3) effective July 1, 2009.

An administrator who has been credited with twenty (20) full years of service as administrator or teacher in the South Colonie Central School District shall be eligible for an additional incremental step in the amount of \$1000 (L4) effective July 1, 2009.

An administrator who has been credited with twenty-five (25) full years of service as administrator or teacher in the South Colonie Central School District shall be eligible for an additional incremental step in the amount of \$1000 (L5) effective July 1, 2009.

An administrator who has been credited with thirty (30) full years of service as administrator or teacher in the South Colonie Central School District shall be eligible for an additional incremental step in the amount of \$1000 (L6) effective July 1, 2009.

E. Approved Professional Development Courses

Starting July 1, 2012, an administrator who successfully completes a professional development course pre-approved by the Superintendent, or his/her designee, will be reimbursed at a rate of \$50 per credit hour. The course must be directly related to daily job description.

F. Stipend for Master/Doctorate Degrees

An administrator will be credited for a Masters degree at the following rate:

| | |
|-----------|-------|
| 2009-2010 | \$350 |
| 2010-2011 | \$700 |
| 2011-2012 | \$700 |
| 2012-2013 | \$700 |
| 2013-2014 | \$700 |

These stipends are not cumulative.

An administrator who has a Master's degree and a Doctorate degree will be credited at the following rate:

| | |
|-----------|-------|
| 2009-2010 | \$550 |
| 2010-2011 | \$900 |
| 2011-2012 | \$900 |
| 2012-2013 | \$900 |
| 2013-2014 | \$900 |

These stipends are not cumulative.

These amounts shall not be added to the base salary in calculating salary increases or included in minimum base salary and are non-cumulative.

G. Adjustments 12 month/11month

Administrative members moving from 12-month positions to 11-month positions shall have their base salary decreased by 1/12. Administrative members moving from 11-month positions to 12-month positions shall have their base salaries increased by 1/12.

ARTICLE V – Insurance and Annuities

A. Health Insurance

The District shall provide the following health insurance for each administrator hired before July 1, 2009, and his/her dependents, at the Board's expense.

1. The District shall purchase for each administrator (Individual Plan) and the administrator's dependents (Two-Person Plan or Family Plan) a Blue Shield of Northeastern New York health insurance plan that matches the benefits provided by empire Blue Cross Matrix One for 1995-96. The District may choose to enter into a health insurance consortium, such as Capital Area Schools Health Insurance Consortium, to further reduce the premium cost. Premiums for health insurance shall be paid pursuant

a. **Individual Premium:** The District will pay 90% of the individual premium for the term of this agreement

b. **Family Plan:** The District will pay up to 80% of the premium for the Family Plan.

- c. **Two-Person Plan:** The District will pay the Two-Person Plan premium in a dollar amount equal to the amount of 80% of the premium.
- d. **Deductible:** Participants will be responsible for the following deductible amounts pursuant to the rules of the carrier:

| | |
|------------------|-------|
| Individual Plan: | \$175 |
| Two-Person Plan: | \$350 |
| Family Plan: | \$525 |

- 2. Effective July 1, 1999, the District will agree to offer the Master Health Plus with prescription health plan. The premium contribution percentages will be the same as Blue Shield of Northeastern New York plan. Any deductibles and/or co-pays applicable to the Master Health Plus plan will apply.
- 3. As an option to A.1. and A.2. above, comparable dollar amounts will be provided for family and individual coverage in the Capital District Physicians Health Plan (CDPHP), not to exceed the dollar amount paid by the District for individual, two-person, or family coverage. The co-pay per visit shall be \$15.00. The District will pay 90% of the Individual premium, 90% of the Two-Person premium or 90% of the Family premium.
- 4. New administrators hired after July 1, 2009, shall only have the option to enroll in the District's Blue Shield of Northeastern New York PPO, CDPHP, and/or Express Scripts, Inc. plans.

B. Health Insurance Benefits Into Retirement

Members who retire under the rules of the New York State Teachers Retirement System with at least ten (10) years of benefit-eligible service in the South Colonie Central School district at the time of retirement shall be entitled to continue the health insurance benefits into retirement, including prescription coverage and vision coverage (included only if the administrators agree to the District's choice of PPO) where provided in the plans currently offered, and shall be offered the same health insurance choices as active members. Other terms of retiree health insurance shall be consistent with the District's health insurance regulations in effect. The employee shall pay the same as an active employee's share of individual, family or two-person coverage, wherever applicable, as specified by the contract.

C. Tax Sheltered Annuities

Administrators will be eligible to participate in a tax sheltered annuity plan established pursuant to U.S. Public Law No. 87-370.

D. Life Insurance

The District will provide each administrator with a \$200,000 Universal Life Insurance policy. The District will continue to pay premiums as long as the administrator continues to be a full-time administrator and meets the requirements of the carrier selected by the District.

Any administrator who retires from the South Colonie Central School District after June 30, 2006, who has completed twenty-five (25) years of service as an administrator in the South Colonie Central School District, will continue to have their premiums paid into retirement. Administrators who complete twenty (20) years of service as an administrator in the South Colonie Central School District will have their premiums paid for ten (10) years after retirement.

New administrators hired after July 1, 2009 shall have the Universal Life Insurance coverage of \$125,000.

E. Insurance and Retirement

The District will provide a life insurance policy in the following amounts, fully paid by the District for those who had retired prior to July 1, 1988:

\$15,000 policy between age 55 through age 65

\$10,000 policy from age 66 through age 70

\$ 5,000 policy from age 71 on

F. Disability Insurance

The District will provide each administrator with a disability insurance plan, self-funded by the Board of Education, with a maximum monthly benefit of one-half of the administrator's salary. An administrator who accepts disability retirement will be eligible for the maximum benefit of one-half of the administrator's salary until 65 years of age.

An administrator is eligible to receive the disability insurance under the following conditions:

1. Administrator has exhausted his/her sick leave days.
2. Administrator has used up to 200 days or more additional sick leave days from the sick leave pool.
3. Administrator accepts disability retirement.
4. Thirty (30) days have elapsed after the administrator has met criteria 1, 2, and 3.

G. Dental/Optical Expense Reimbursement Plan

Each bargaining unit employee will be reimbursed annually for dental/optical expenses for self and dependents incurred during reimbursement year pursuant to the following formula:

Effective July 1, 2009:

| Dental/Optical Expense | Reimbursement |
|-------------------------------|-------------------------|
| Up to \$500 | 80% (i.e. up to \$400) |
| \$501 to \$2700 | 50% (i.e. up to \$1100) |

Annual maximum reimbursement is \$1,500 per year

Effective July 1, 2010:

| Dental/Optical Expense | Reimbursement |
|-------------------------------|-------------------------|
| Up to \$550 | 80% (i.e. up to \$440) |
| \$551 to \$2820 | 50% (i.e. up to \$1135) |

Annual maximum reimbursement is \$1575 per year

Effective July 1, 2011:

| Dental/Optical Expense | Reimbursement |
|-------------------------------|-------------------------|
| Up to \$600 | 80% (i.e. up to \$480) |
| \$601 to \$2940 | 50% (i.e. up to \$1170) |

Annual maximum reimbursement is \$1650 per year

Effective July 1, 2012:

| Dental/Optical Expense | Reimbursement |
|-------------------------------|-------------------------|
| Up to \$650 | 80% (i.e. up to \$520) |
| \$651 to \$3060 | 50% (i.e. up to \$1205) |

Annual maximum reimbursement is \$1725 per year

Effective July 1, 2013:

| Dental/ Optical Expense | Reimbursement |
|--------------------------------|-------------------------|
| Up to \$700 | 80% (i.e. up to \$560) |
| \$701 to \$3180 | 50% (i.e. up to \$1240) |

Annual maximum reimbursement is \$1800 per year

Any administrator who retires from the South Colonie Central School District after June 30, 2006, who has completed twenty (20) years of service as an administrator in the South Colonie Central School District, will continue to participate in the dental/optical expense reimbursement in retirement.

In lieu of dental/optical reimbursement, each unit employee may opt to participate in Delta Dental Plan.

Delta Dental Plan

The District shall pay a maximum yearly amount toward the annual premiums for the Delta Dental Plan for each bargaining unit employee who chooses this plan in lieu of the dental/optical reimbursement plan, pursuant to the following formula:

Effective July 1, 2009: District will pay maximum of \$700 per year per administrator

Effective July 1, 2010: District will pay maximum of \$725 per year per administrator

Effective July 1, 2011: District will pay maximum of \$750 per year per administrator

Effective July 1, 2012: District will pay maximum of \$775 per year per administrator

Effective July 1, 2013: District will pay maximum of \$800 per year per administrator

The Delta Dental Plan is not eligible to be carried into retirement.

H. IRS 125 Flexible Benefit Plan

Administrators can participate in the IRS 125 Flexible Benefit Plan.

ARTICLE VI – Payroll Deduction Procedures

- A. Dues deductions will be made according to a mutual agreement between the Assistant Superintendent and the South Colonie Administrators' Association.
- B. Deductions for credit union, tax sheltered annuities, community chest, retirement loans, and U.S. Savings Bonds will be provided.

ARTICLE VII – Absences and Leaves

A. Sick Leave

Administrators may be absent without deduction of pay as follows:

1. a. **11-Month Administrators:** Eleven (11) days for any full work year of service in South Colonie, provided that when an 11-month administrator has served three (3) years in the South Colonie Central School District, he/she shall be granted an additional thirty-three (33) days of sick leave at the beginning of his/her fourth year of service, cumulative to a maximum of 350 days.
- b. **12-Month Administrators:** Twelve (12) days for any full work year of service in South Colonie, provided that when an 12-month administrator has served three (3) years in the South Colonie Central School District, he/she shall be granted an additional thirty-six (36) days of sick leave at the beginning of his/her fourth year of service, cumulative to a maximum of 350 days.
- c. Effective for hires after July 1, 2009, 12-month administrators shall be entitled to fifteen (15) sick days for any full year of service in South Colonie, cumulative to 200 days maximum.
2. a. When an administrator is absent due to personal illness, the administrator may be required to present a certificate from a qualified physician upon returning to work.
- b. Should a physical be required by the District, the expense of such physical shall be borne by the District.
3. The District will pay any administrator injured on the job the difference between the salary payments awarded by the Workers' Compensation Board and the regular pay of the administrator for a maximum of one full work year (eleven (11) months for 11-month administrators and twelve (12) months for 12-month administrators). After that maximum has been reached, continued absences from the job will be charged to sick leave.
4. Any administrator who spends less than a full year of employment shall only be entitled to one (1) day of sick leave per month or major fraction thereof. Should any administrator coming under this provision have used more than the entitled sick leave, the Board of Education shall make the appropriate deduction from the paycheck of that administrator.

5. Any administrator who has worked for ten (10) continuous years in the South Colonic Central School District shall receive twenty (20) additional days sick leave provided that the maximum accumulation of 350 days is not exceeded.
6. Any unused personal leave days shall be added to an administrator's accumulated sick leave on July 1st provided that the maximum accumulation of 350 days is not exceeded.

B. Sick Leave Pool

A sick leave pool is to be established for the use of all members of the South Colonic Administrators' Association.

The pool will be maintained by crediting the pool with any sick leave days not added to each administrator's accumulated total because of his/her reaching the maximum of 350 days.

No administrator will be allowed to use the sick leave pool until his/her leave has been exhausted.

The maximum number of days that can be taken from the sick leave pool is 200 days. An administrator may request that additional sick leave days be taken from the sick leave pool in excess of 200 days by submitting a request to the President, Administrators' Association, who will convene a panel of administrators to review and act on the request.

Use of the pool will be automatic unless payroll is notified otherwise by the administrator involved.

C. Bereavement and Illness in Family Leave

Leave without loss of pay will be allowed for:

1. Death in the Immediate Family: Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter, or near relative who resides in the same household or any person with whom the administrator has made his/her home. Not to exceed three (3) days per year for each death. If travel time is required to attend the funeral, and it cannot be done within the allotted time, it may be taken and charged against accumulated sick leave.
2. Serious Illness in the Immediate Family: Not to exceed five (5) days per year. Should the administrator need additional days, he/she may apply to the Superintendent to have the additional days deducted from his/her accumulated sick leave.

D. Personal Leave

Administrators may be absent without deduction of pay or loss of sick leave as follows:

1. When not ill but quarantined by the Board of Health.

2. For required court appearance, except that there will be deducted from the administrator's pay whatever compensation may be received for such appearance.
3. For a maximum of four (4) days per year for necessary personal business.

- a. Personal business is defined as those important business affairs which can be conducted only during the regular school day. Vacation, honeymoon, or accompanying one's spouse or another person on a trip or to a meeting are not "important business affairs" within the meaning of this section.

There may be other items which may not be "important business affairs" in addition to the three items listed above but which are not listed herein. The District will try to apply this clause in a consistent, equitable fashion.

- b. Reasonable notice should be given to the immediate supervisor.
 - c. Personal business can be taken on a one-half day basis or multiples thereof.
 - d. Personal business days may be taken immediately following a school year vacation day, the beginning day of the school year, or the last day of the school year only where a true emergency exists. At these times, the administrator must give reasons for requesting the business day(s) to the Assistant Superintendent who shall make the decision as to whether the business day(s) shall be granted.
 - e. Any administrator who works less than the full school year shall be entitled to two (2) days of personal business per semester, or major fraction thereof, of service in South Colonie. Should any such administrator have used more than the entitled personal business leave, the Board shall make the appropriate deduction from the final paycheck of that administrator.
 - f. Personal leave is non-cumulative (See Article VII.A.6 – page 9).
4. For two (2) religious holidays per year, provided advance approval is secured from the Assistant Superintendent.

E. Extended leaves of Absence

1. A leave of absence without pay for up to two years may be granted by the Board of Education at its discretion. However, unpaid leave will be granted for purposes of child care, military service, joining the Peace Corps, VISTA, National Teacher Corps or service as a full-time participant of an exchange program. Assignment upon return will be at the discretion of the District.
2. The administrator on extended leave may retain all medical coverage. Upon return to employment, the administrator will be credited with all benefits earned prior to the leave and with any new benefits that the administrator is entitled to.

F. Sabbatical Leaves

Sabbatical leaves of one school year or one-half school year for professional improvement of administrators will be considered by the Board of Education in accordance with the following regulations.

1. **Eligibility:** Any administrator who has had at least seven (7) active years of service in the District (including credit for inducted military service) prior to the requested sabbatical year is eligible.
2. **Purpose:** The sabbatical leave must be for professional improvement. This may include advanced study related to education or other approved programs or activities approved by the Board of Education.
3. **Salary:** Sabbatical leave for one year shall be at one-half of the salary the administrator would have received during the period of such leave; sabbatical leaves for one-half shall be at the total salary the administrator would have received during the period of such leave, to be paid through regular payroll procedures. All benefits including retirement, health insurance, sick leave, and tenure, will be retained by the administrator and the sabbatical year will be considered to be a regular year of service.
4. **Limits:** Sabbatical leaves during any given year shall be limited to one percent (1%) of the total full-time professional staff, computed to the nearest whole number, for the school year preceding the requested sabbatical year.

The ability of the Board to obtain a satisfactory substitute will be considered in the decision concerning the granting of a sabbatical. If more than one percent (1%) of the professional staff applies, the Board shall determine which awards shall be made based on the merits of the applications presented. Administrators whose applications are approved but not granted because of this limitation shall be eligible to reapply for any subsequent year.

5. **Future Service:** Any administrator before being granted a sabbatical leave shall agree, in writing, to return for at least one additional year of professional service to the District immediately following the leave or refund all salary payments received for the sabbatical year.
6. **Application:** Applications for sabbatical leaves shall be filed at the Board of Education office not earlier than September 1st nor later than December 1st preceding the requested sabbatical year. Board of Education action on all applications will be made by February 15th and final acceptance by the administrator must be made not later than March 15th prior to the start of the sabbatical leave, at which time evidence should be submitted of having been accepted for the professional improvement program indicated in the application.

G. Other Leaves

Other leaves of absence for personal or professional reasons may be granted at the discretion of the Board of Education.

ARTICLE VIII – Vacations

- A. Administrators who work twelve (12) months a year are entitled to twenty (20) days vacation at the completion of each year of service. After completion of eleven (11) years of service with the District as an administrator, an additional day of vacation will be added to the total vacation credit for each additional year of service through fifteen (15), making a total of five (5) weeks (25 working days) of vacation after fifteen (15) years of service. At the discretion of the Superintendent of Schools, up to ten (10) days of vacation may be granted to newly hired 12-month administrators. Twelve month administrators who leave the South Colonie Central School District will be paid their per diem rate for all unused vacation days. Vacation time is reported through the regular payroll procedure.
- B. Administrators who work ten (10) months plus an additional month in the summer are required to work twenty-one (21) days each summer between July 1st and August 31st inclusive. With the advance approval of the Superintendent or his/her designee, these required days may be “worked” during regular school year vacation periods/administrative vacation periods. Administrators who, with the advance notice to the Superintendent or his/her designee, work less than the twenty-one (21) required days shall work added days during the regular school year/administrative vacation periods. No additional time may be taken during the regular “open” instructional calendar. The days worked must be reported through payroll for the twenty-one (21) days. The Superintendent, or his/her designee, will consider per diem work days as appropriate upon review of District needs. No per diem days will be worked without preapproval from the Superintendent and/or his/her designee.
- C. **Summer Work Hours:** Eleven (11) month administrators must work twenty-one (21) days during the summer months from July 1st to August 31st. The administrator must work a minimum of seven (7) hours per day. Days and hours must be recorded.

ARTICLE IX – Retirement Incentive

Early Retirement Plan (change effective February 1, 1992)

- A. An administrator who is eligible for retirement under the New York State Teachers’ Retirement System, having attained at least twenty (20) years credited service and is age fifty-five (55) or older, and who submits a written, firm notice of retirement by February 15th to be effective July 1st or October 1st to be effective February 1st, shall be eligible for the following retirement benefit:

Sick Day Reimbursement

For administrators hired before July 1, 2009:

- Starting July 1, 2009, the administrator shall receive \$225 for 50% of their unused accumulated sick days/personal days for a maximum of 350 days (350 X 50% X \$225 = \$39,375) maximum).
- Starting July 1, 2010, the administrator shall receive \$250 for 50% of their unused accumulated sick day/personal days for a maximum of 350 days (350 X 50% X \$250 = \$43,750 maximum).

For administrators hired after July 1, 2009:

- The administrator shall receive \$150 for 50% of their unused accumulated sick days/personal days for a maximum of 300 days (300 X 50% X \$150 = \$22,500 maximum).

For administrators hired after July 1, 2012:

- The administrator shall receive \$175 for 50% of their unused accumulated sick days/personal days for a maximum of 300 days (300 X 50% X \$175 = \$26,250 maximum).

- B. The increment so determined will be added to base pay during the three months prior to the retirement date.
- C. Sick leave or personal leave used between February 15th and July 1st (or October 1st to February 1st in the case of mid-year retirement) shall constitute a reduction in the number of days eligible for this benefit.
- D. The District will place in a non-interest bearing, pre-paid health insurance account, or any combination of the above up to a maximum of the employee's allowable retirement compensation.

It should be noted that:

1. Retirement incentive compensation is fully taxable according the District's CPA
2. Account held by the District would be non-interest bearing.

The District will draw funds from the employee's prepaid account to pay for their respective health insurance premiums in retirement until such time as the available funds are exhausted. After prepaid funds are exhausted, in order to maintain health insurance coverage, the employee will be responsible for direct payment of their share of the health insurance premiums. In the event of the retiree's death, any portion remaining of this credit shall be paid to the retiree's estate.

The administrator may opt to have this sick leave reimbursement deposited into his 403B account (subject to IRS rules and limits).

ARTICLE X – General Provisions

A. Terms Subject to Governmental Ruling

If any of the terms of this Agreement are in violation of applicable State and Federal Law or ruling of any State and Federal agency having cognizance in such matters, or of any changes in such laws or rulings, then only that portion of this Agreement specifically affected by such law or ruling shall become superseded, and the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement. 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 had been given approval.

B. Subscriptions to Professional Journals and/or Memberships to Related Educational Organizations

Each administrator will be reimbursed up to \$350 per year for subscriptions to professional journals, and/or memberships to educational organizations (ASCD, etc.), or for technological devices (hardware and software) which relate to the administrator's job responsibilities. Preapproval by the Superintendent is required for the purchase of technology, and upon review of receipts, the administrator will be reimbursed up to \$350. Equipment purchased is "owned" by the administrator and they are responsible for all repairs and/or maintenance.

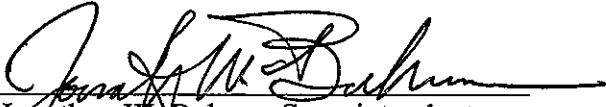
C. Emergency Day Closings / School Cancellations

Minimum work hours for administrators will be 10:00 a.m. to 3:00 p.m. Additional duties or responsibilities may extend hours.


ARTICLE XI-Duration of the Agreement

This agreement became effective July 1, 2009 and will remain in effect until June 30, 2014.

SOUTH COLONIE CENTRAL SCHOOL DISTRICT

By:  7/29/09
Jonathan W. Buhner, Superintendent

SOUTH COLONIE ADMINISTRATORS' ASSOCIATION

By:  8/3/09
President of the Association