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AGREEMENT

BETWEEN THE

GUILDERLAND CENTRAL SCHOOL DISTRICT

AND THE

SUPERVISORY UNIT of the GUILDERLAND CENTRAL TEACHERS' ASSOCIATION

For the Period July 1, 2003 to June 30, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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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 Supervisory Unit of the Guilderland Central School District

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

ARTICLE I Recognition

The District recognizes the Association as the exclusive bargaining unit for all supervisors of Academic departments or disciplines and the Director of Athletics.

ARTICLE II Supervisor's and Association Rights

A. Association Rights

1. Upon request made seventy-two hours in advance, the Association shall be permitted to use school buildings for meetings as long as such use does not conflict with other scheduled usage of the buildings or parts thereof. The Association shall pay the District for the use of school buildings at the same rate as paid by other community organizations.

2. Designees of the Association, upon notifying their building principals, shall be permitted to engage in Association business during lunch periods, preparation periods, and other periods during the professional service day when they have no student or other supervisory responsibilities. This privilege shall be made available to no more than one (1) district-wide official of the Association and one additional designee each in the High School and Middle School. The President of the Association shall notify the Superintendent, in writing, of the designees by September 30th of each school year.

B. Supervisor's Rights

1. No supervisor or district coordinator shall be coerced into joining any professional organization.

2. No reprisal shall be taken against any member of the Association for conducting Association business. Such business which is conducted during the normal service day must be undertaken in accordance with Article II, A (2).

3. A member of this unit involved in a disciplinary action will not be subjected to reprimand in the presence of anyone other than the Superintendent and/or his designees, and/or the building principal. A member of the unit may have a representative of the Association present at such meeting if the member so requests.

4. Members of this unit shall be granted access to all documents in their personnel folder which relate to their performance evaluations in accordance with the procedures defined by the personnel administrator. Such procedures shall be given to each member of this unit and ten (10) copies given to the Association President prior to October 1, 1975. If so desired, a member of this unit shall be entitled to have a representative of the Association accompany him/her during such a review.

ARTICLE III Grievance Procedure

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances free from coercion, restraint, or reprisal.

1. Definitions

- a. Grievance shall mean any alleged violation of the application, meaning, or interpretation of this agreement.
- b. Supervisor shall mean any person covered by this agreement.
- c. Days shall mean pupil attendance days.
- d. Aggrieved Party shall mean the supervisor or group of supervisors who submit a grievance or on whose behalf it is submitted by the Association.
- e. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- f. Grievance Committee shall mean that committee created and constituted by the Supervisory Unit of the Guilderland Teachers' Association.
- g. Hearing Officer shall mean any individual or individuals charged with the duty of rendering decisions at any stage of the grievance procedure.
- h. Arbitrator shall be a qualified individual selected from the panel submitted by the American Arbitration Association.

2. General Considerations

- a. All grievances shall include the name and position of the aggrieved party, the identity of the provision(s) of this agreement involved in said grievance, the time and the place where the alleged event(s) or condition(s) constituting the grievance existed, the identity of the party responsible for causing the said event(s) or condition(s) if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. If a grievance affects more than one supervisor, and such supervisors are not all directly subordinate to the same building principal who would consider the grievance at Stage 1, the grievance may, with the mutual consent of the Association and the District, be submitted directly at Stage 2.
- c. The preparation and processing of grievances shall be conducted at the earliest practicable time for the parties involved. Classroom activities will not be interrupted for the purpose of preparation and/or processing of such grievances. Effort will be made to conduct Stage 1 and Stage 2 hearings during the normal work day of the grievant and parties in interest with preference given to the time following the normal pupil instructional day (activity period). Time used by the grievant and parties in interest, if appropriate, to attend grievance hearings shall not be deducted from personal leave allocations.
- d. Except for informal decisions at Stage 1a, all decisions will be rendered in writing at each stage of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and/or the aggrieved party's representative.
- e. Except as otherwise provided in Stage 1 hereof, 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/her, to testify and to call witnesses on his/her own behalf, and to be furnished with all relevant documents pertaining to the proceedings.
- f. The official responsible for hearing and deciding a grievance at each stage shall have the right to question the grievant, his/her representative(s), and the party in interest, and any other individual having relevant information; and to be furnished with all relevant documents pertaining to the proceedings. Failure by a Grievant or the Association to act in compliance with this provision shall represent a waiver of the right to continue the grievance.
- g. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- h. Nothing contained herein will be construed as limiting the right of any supervisor 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 the 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.

- i. . If any provision of this grievance procedure or any application thereof to any supervisor or group of supervisors 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 subsisted except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- j. The Superintendent shall be responsible for accumulating and maintaining an official 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. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
- k. All information involved in the processing of a grievance shall be treated as confidential. There shall be no public statements, releases to the media, or other comparable disclosure of information when a matter is under consideration through the grievance procedure.
- l. The time limits specified in this procedure for either party may be extended only by mutual consent.
- m. No written grievance will be entertained through this procedure, and such grievance will be deemed waived, unless such written grievance is forwarded at the first available stage within twenty (20) days after the supervisor knows or should have known of the act or condition on which the grievance is based.
- n. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement is barred.
- o. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative, and/or 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.

- p. 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.
- q. The election to submit a grievance to Stage 3 shall automatically be a waiver of all other remedies or forums which otherwise could be available.

3. Presentation

Stage 1

- a. A supervisor having a grievance will discuss such grievance with his building principal with the objective of resolving the matter informally. The building principal will confer with all parties in interest with the aggrieved party present. If resolved at this level, the building principal will orally communicate his decision to all parties in interest at a meeting of said parties and the aggrieved party.
- b. If the grievance is not resolved informally, the grievance shall be reduced in writing and presented to the building principal. The building principal shall render a decision thereon in writing and present the same to the aggrieved party within four (4) days of the receipt of the written grievance.
- c. Where a grievance arises from an action or discussion which affects members of this unit not subordinate to a single building principal, and such action or decision falls within the area of responsibility of an Assistant Superintendent or other official having district-wide responsibility, such official may be designated by the Superintendent to receive, review, and decide the grievance at Stage 1 in lieu of a building principal. The Stage 1 official hearing the grievance shall not be designated by the Superintendent as the Stage 2 official for the same grievance should the Stage 1 decision be appealed.

Stage 2

- a. If the supervisor initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this procedure, the supervisor shall, within two (2) days, present the grievance to the Association Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the supervisor has a meritorious grievance, then the Committee will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) days after the supervisor has received the written decision at Stage 1. Copies of the written decision at Stage 1 shall be

submitted with the appeal. The appeal shall describe how the Stage 1 decision is faulty.

- b. Within five (5) days after receipt of the appeal, the Superintendent or his designee shall hold a hearing with the supervisor and his/her representative(s), and other parties in interest deemed appropriate by the aggrieved, Superintendent, or his designee.
- c. The Superintendent or his designees shall render a decision in writing to the supervisor and/or the supervisor's representative within ten (10) days after the conclusion of the hearing.

Stage 3

- a. If the aggrieved party is not satisfied with the decision at Stage 2, he/she may submit the grievance to arbitration by filing written notice to the Grievance Committee within five (5) days after receipt of the decision at Stage 2.
- b. The Association may appeal a Stage 2 decision to arbitration by sending, by certified mail, a completed Submission to Arbitration or Demand for Arbitration to the Syracuse Regional Office of the American Arbitration Association within ten (10) days following receipt of the Stage 2 decision. A copy of such completed Submission or Demand shall be delivered to the Superintendent on the same date the original is mailed.
- c. The parties shall be bound by the rules of the American Arbitration Association.
- d. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement, nor shall the arbitrator have the authority or jurisdiction to add to, detract from, or in any way alter the provisions of the Agreement. The decision of the arbitrator shall be binding.
- e. The cost for the services of the arbitrator will be borne equally by the District and the Association.

ARTICLE IV **Dues Deduction**

- 1. The District agrees to deduct from the pay of its supervisors dues for the Association, as said supervisors individually and voluntarily authorize, and to transmit such dues to the Association following the third, sixth, ninth, twelfth, and

final deduction. Authorizations for dues deduction will be in writing, executed by the individual supervisor, in the form required by law.

2. The Association will certify to the District, in writing, the current rate of the membership dues of the Association. The Association will give the District thirty (30) days written notice prior to the effective date of any change.
3. Dues deductions will be made in fifteen (15) equal, consecutive installments during the school year, beginning with the second pay day in October. The District will not be required to honor for any month's deductions any authorizations that are delivered to the District later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
4. No later than November 1st of each year, the District will provide the Association with a list of those supervisors who have voluntarily authorized the District to deduct dues for the Association. The District will notify the Association monthly of any changes in the list.
5. During the term of this Agreement, the District agrees it will not accord dues deductions or similar check off rights to any other organizations or associations purporting to represent those supervisors represented by the Association unless another organization is lawfully recognized.

ARTICLE V

Professional Conference Attendance

1. Each supervisor shall be provided \$350.00 per department supervised up to a maximum of \$700 for professional conference attendance. Such amount will be subject to approval by the Board of Education to provide such funds.
2. Each supervisor will submit a conference request form to the building principal/immediate supervisor two weeks prior to the conference. Attendance at such conference must be approved by the Superintendent or his designee and such days shall not be deducted from personal leave.
3. Remuneration for conference expenses, or expenses of supervisors on other approved travel, shall be made only after submission by the supervisor to the Superintendent or his designee of a "travel expense record" with required vouchers and attached claim form.

ARTICLE VI

Professional Improvement

1. The District may provide training for supervisors related to District needs and priorities. Such training is defined to be at times other than normal duty hours. Travel to and from the training site shall not be counted as training time.
2. Mileage shall be provided in accordance with the rate as stated in this Agreement for

travel to training which is conducted outside the school district. Mileage shall be computed from the school building in which the supervisor has teaching responsibilities to the training site and return. Such mileage expense shall be deducted from the supervisor's professional conference appropriation. Mileage shall not be provided for training which takes place within the school district.

3. The District may assign in-service credit to such training so long as the request for crediting has received the prior approval of the Superintendent of Schools. Credit will be assigned at the rate of one (1) credit hour per twelve (12) clock hours of preparation.
4. The District agrees to include funds in the budget of the Administrator for Instructional Programs so that supervisors may apply for membership in professional organizations and/or subscribe to professional journals. Organizational memberships and journal subscriptions funded by the District will require prior approval of the Administrator for Instructional Programs. Such amount will be subject to approval by the Board of Education to provide such funds.
5. The District will reimburse administrators for tuition for graduate level courses so long as the supervisor receives the prior approval of the Superintendent or his/her designee. Such reimbursement shall not exceed the graduate course tuition rate of the State University of New York. Following successful completion of the course(s), the supervisor shall forward an official transcript and a receipted claim form to the personnel office for reimbursement.

ARTICLE VII Evaluation

Each supervisor shall be evaluated at least once annually by the supervisor's building principal. In the case of multiple building supervisors, such supervisors shall be evaluated at least annually by each building principal and by the Superintendent of Schools.

ARTICLE VIII Leaves of Absence

1. Sick Leave
 - a. Supervisors shall be credited fifteen (15) days of sick leave each school year with full pay as of the first official day of said school year. Twelve month supervisors shall be credited eighteen (18) days of sick leave each year.
 - b. Supervisors leaving the service of the school district for purposes of termination or leave of absence of any type will, if they have used more sick leave than accrued, be required to pay back to the District all sick leave used but not earned at the rate of one and one-half days per month at the supervisor's full per diem rate.

- c. Unused sick leave shall be cumulative to three hundred fifteen (315) days.
- d. The District reserves the right to require proof of illness lasting four (4) days or longer. Such proof may consist of a certification by a licensed physician. Such certification to be paid by the District if billed by the physician.
- e. Returning supervisors shall be notified, not later than November 1 of each year, of the number of accumulated sick leave days credited to their record as of the previous July 1.
- f. Supervisors who have been out of work due to illness shall notify their building principal of the date when they will return to work, as far in advance as possible.
- g. New supervisors with previous experience will be granted two (2) days sick leave at the time of employment for each year of approved experience up to five (5) years maximum.
- h. Effective July 1, 1994, a supervisor having submitted a letter of resignation for the purpose of retirement and having accumulated no less than one hundred (100) days of sick leave at the time of retirement, shall be eligible to receive \$50.00 per day of unused sick leave not to exceed one hundred (100) days at the time of retirement. Effective June 1, 2002 this amount shall increase to \$70.00 per day not exceed one hundred (100) days and effective June 1, 2003 this amount shall increase to \$80.00 per day not exceed one hundred (100) days.

Sick Leave Bank

- a. Supervisors may voluntarily contribute, in writing on an approved form, a maximum of two (2) days per supervisor per school year to a sick leave bank providing such bank does not exceed eighty (80) days total accumulation at any given time.
- b. Whenever any member of this unit depletes his/her total sick leave accumulation and is certified by a physician, at the employee's expense, as being unable to report to work, the employee shall be eligible to draw from the sick leave bank up to a total of forty (40) sick days.
- c. The employee may draw such days only one time during his/her employ with the school district and only during the school year in which the employee has exhausted his/her sick leave accumulation. Such days shall coincide with pupil attendance days as defined by the school calendar.
- d. No more than a total of forty (40) sick leave days may be drawn from the sick leave bank by one or more eligible members of this unit during any given school year.

2. Personal Leave

- a. Personal leave will be earned during the period of September 1 to June 30 at the rate of seven tenths (.7) day per month not to exceed seven (7) days per year. Personal leave must be taken in one-half (1/2) day multiples.
- b. Personal leave will be credited in full, i.e., seven (7) days at the beginning of the school year. Personal leave will not be cumulative from year to year.
- c. Supervisors leaving the service of the school district for purposes of termination or leave of absence of any type will, if they have used more personal leave than earned, be required to pay back to the District all personal leave used but not earned at the supervisor's full per diem rate.
- d. Unused personal leave will be credited to the supervisor's sick leave accumulation providing the total sick leave accumulation does not exceed three hundred fifteen (315) days.
- e. Additional days may be granted for personal leave due to extenuating circumstances. Such circumstances must be approved by the Superintendent or his designee, and the additional days, if approved, will be deducted from the supervisor's accumulated sick leave.
- f. Personal days shall not be granted for the day preceding or the day following holidays or recesses except at the discretion of the Superintendent or his designee.
- g. Personal leave must be applied for in writing, on the appropriate form, at least twenty-four (24) hours in advance of the commencement of the same, to the Superintendent or his designee, through the building principal. Only in extenuating circumstances and for approved reasons below, will such leave be granted without such prior application. Personal leave shall refer to the following:
 - 1) Bereavement: death of spouse, parents, sons, daughters, brothers and sisters of both spouses, aunts, uncles, nieces, nephews, grandparents of both spouses, foster parents, foster children or personal friend.
 - 2) Legal business and/or court action.
 - 3) Serious illness in the immediate family defined as immediate household.
 - 4) Religious holidays.
 - 5) Emergency business affairs which can be conducted only during the regular work day and for which either a written reason must be stated or, in the event the reason is of a sensitive nature to the supervisor, an oral explanation must be given to the Superintendent or his designee. A

maximum of three (3) days of the total seven (7) days may be used for emergency personal business for which no reason need be given.

3. 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. The period of jury duty shall be verified by a jury duty voucher.

4. Long Term Leave of Absences

- a. Upon approval by the Superintendent, leaves of absence without pay may be granted to supervisors for a period not to exceed one year for professional improvement, travel, or other approved reasons. Upon approval by the Superintendent, such leave may be extended for one (1) additional year.
- b. A supervisor on approved leave of absence must notify the Superintendent or his/her designee no later than September 1 for return at the beginning of the second semester, or March 1 for return on September 1. Should such notification not be received by the Superintendent or his designee, employment will be considered terminated. The District reserves the right to require a supervisor to return to service at the beginning of the semester nearest to the termination date of the leave of absence. The above dates also apply for the one (1) year extension, if applicable.
- c. A supervisor on approved leave of absence may, if he/she so elects, at his/her sole cost and expense, participate in the District's group insurance programs during the leave period. A supervisor granted leave for professional improvement shall be reimbursed for premium contributions made during the leave upon return to service.

5. Parental Leave

Parental leave will be granted to supervisors 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 months prior to the inception of the leave. 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 at the beginning of the second semester.

ARTICLE IX
Vacancies and Promotions

1. All vacancies in supervisory and administrative positions, including special project positions in programs funded by the Federal Government, shall be posted in every school clearly setting forth a description of and the qualifications for the position including the duties and salary. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted, and in no event less than ten (10) school days before such date.
2. Supervisors who desire to apply for such posted positions which may be filled during the summer vacation period shall annually, on the last day of instruction, submit their names to the personnel administrator, in writing, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The personnel administrator shall notify such supervisors of any vacancy in a position for which they desire to apply. The description and qualifications of the position as outlined above shall be given in the same manner except that notices of such vacancies shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted, and in no event less than fourteen (14) days before such date.
3. The President of the Association shall receive one (1) copy of all postings.
4. All candidates will receive written notification of the appointment decision.

ARTICLE X
Tax Sheltered Annuities

Department supervisors and district coordinators may participate in the tax sheltered program. The cost of administering the program shall be borne by the District.

ARTICLE XI
Payroll Procedure

1. All supervisors shall be paid on a twelve month basis with payroll checks distributed on alternate Fridays.
2. At their option, supervisors may specify an amount to be deducted from their pay for deposit to their account with the School Systems Federal Credit Union. All sums so deducted shall be deposited to the supervisor's account in the credit union on a monthly basis.
3. At their option, supervisors may request to have their paychecks directly deposited into a financial institution.

ARTICLE XII
Mileage Expenses

Mileage expenses incurred going to and from approved professional conferences, workshops and meetings which are conducted outside the school district boundaries shall be compensated at the Internal Revenue Service rate in effect on July 1 per contract year.

ARTICLE XIII
Insurance

A. Health Insurance

1. The District will pay 80% of the total premium cost of individual coverage for those supervisors who elect to participate in the plan. Those members on individual coverage on June 30, 1987 shall continue to receive the 1986-87 benefit level so long as they remain individual plan members.
2. The District will pay 80% of the total premium cost of the two-person or family plan coverage for those supervisors qualified and who elect to participate in the plan.
3. A committee headed by the Business Administrator shall review the health insurance program bi-annually to make recommendations to the Board of Education as to the best program for the District and its employees. The Association shall be represented on this committee by two (2) members of the unit.
4. Supervisors retiring from service in the district will be provided the option to remain with the district health insurance plan with 80% premium cost paid by the district and 20% premium cost paid by the retiree, so long as the retiree remains in the plan, conditional on the following eligibility criteria:
 - a. no less than 12 years of district service;
 - b. member of the plan throughout the last year of service;
 - c. retires with the N.Y.S. Teachers' Retirement System.
5. Should the retiree predecease his/her spouse, the surviving spouse may continue participation in the health insurance program at the same level of district contribution afforded the retiree.
6. All other supervisors retiring from service in the district will be provided the option to remain in the district health insurance plan with no cost to the district - full cost to the retiree.

7. Supervisors may elect to participate in the Community Health Plan, Capital District Physicians' Health Plan or MVP Health Plan with district contributions as an employer not to exceed the amount calculated from section one and two above.

B. Life Insurance

1. A \$1,000 shared-cost group life insurance policy will be provided for those supervisors who wish to participate in the plan. The District will pay the costs of term coverage; the supervisors will pay the cost of the whole life coverage.
2. The District shall purchase a level term life insurance policy for each member. Effective July 1, 2000 the policy shall be in the amount of \$100,000.

C. Flexible Spending Plan (Section 125)

Effective 1/1/2001, members of the unit shall have the opportunity to participate in a Flexible Spending Plan (Section 125) for un-reimbursed medical and dependent care expenses. The District shall pay any administrative expenses for the Plan.

**ARTICLE XIV
Service Day, Year and Load**

1. The service day shall be eight (8) hours inclusive of the lunch period.
2. The service year for the Supervisor of Physical Education/Director of Athletics shall be twelve (12) months including twelve (12) paid holidays. Such holidays shall be those listed in the school calendar for other twelve (12) month employees.
3. The Supervisor of Physical Education/Director of Athletics shall be granted paid vacation for each month worked during the fiscal year (July 1-June 30) at the rate of one (1) and five-sixths (5/6) days per month for the years one (1) through ten (10) in this position and two (2) days per month after ten (10) years in this position. All vacation time shall be requested as far in advance as possible. Choice of vacation time is subject to the approval of the Supervisor's Supervisor.
4. Vacation time accumulated from the previous fiscal year shall be taken between the period of July 1 - June 30. Upon request and approval, up to five (5) accumulated vacation days may be carried over to the next fiscal year. No more than one (1) full year of earned vacation time plus five (5) days carried over will be paid upon the separation of the Supervisor from the District.
5. The service year for all supervisors hired prior to January 1, 2000 shall be the district's 183 days of instruction, two (2) scheduled superintendent's conference/preparatory meetings and eighteen (18) additional days necessary to fulfill the professional responsibilities as outlined in the supervisor's position

description. The eighteen (18) additional days may be worked between July 1 and June 30 and shall be designated upon mutual agreement of the supervisor and the building principal(s). Compensation for these days shall be at the supervisor's per diem rate. It is understood that supervisors will be available to work the teacher in-service/professional development days as part of the eighteen (18) additional days.

6. In addition, supervisors will also be expected to attend staff meetings (e.g. Superintendent's Administrative/Supervisory meeting late in August-early September 1-2 days; or Principal's meetings in July-August 1-2 days).
7. If the District feels it is necessary to require additional days, each such day shall be compensated at a rate equal to 1/200th (.005) of the supervisor's total annual rate.
8. The District shall have the right to determine whether any new or vacant Supervisor positions filled after January 1, 2000 will be twelve (12) months or 183 days of instruction, two (2) scheduled superintendent's conference/preparatory meetings and eighteen (18) additional days necessary to fulfill the professional responsibilities as outlined in the supervisor's position description.
9. The Supervisor positions which are designated as twelve (12) months shall have the vacation days and holidays as specified for the Supervisor of Physical Education/Director of Athletics in paragraph 2 above.

A. Supplemental Compensation

1. There shall be a provision for a supervisor to be eligible to receive supplemental compensation for professional responsibilities significantly above normal expectation.
2. To be eligible for such additional compensation, the supervisor should discuss the need for additional time with their building principal and then meet with the Administrator for Instructional Program and Staff Development prior to May 15th. Upon approval by the Administrator for Instructional Programs and Staff Development, the request will be submitted to the Superintendent for his approval. It is understood that such professional responsibilities may not be known prior to May 15th in a given school year.
3. The request for additional compensation shall include a statement of need, a description of activities, and anticipated outcomes.
4. Upon approval, compensation shall be at the rate of 50% above the teacher's per diem summer curriculum rate in 2000-01, at 60% above the teacher's per diem summer curriculum rate in 2001-02 and at 70% above the teacher's per diem summer curriculum rate in 2002-03.
5. It is expected that supervisors shall have a daily duty-free lunch period that typically shall not be less than one-half hour (.5) in length. Furthermore, supervisors who have regularly assigned teaching duties can expect to have two hundred and

twenty-five (225) minutes per week for planning activities related to their teaching responsibilities.

6. It is understood that due to the nature of the role and the activities of supervisors, there may be time in which supervisors may not accomplish their full planning time.

ARTICLE XV **Discipline**

The use of corporal punishment is prohibited. The use of reasonable force is permitted when other means fail for the following reasons:

- to protect oneself from physical injury;
- to protect another pupil or teacher or any other person from physical injury;
- to protect the property of the school or others;
- to restrain or remove a pupil whose behavior is interfering with the orderly performance of school district functions, if that pupil has refused to comply to refrain from further disruptive acts.

ARTICLE XVI **District Rights**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the school district are retained by it including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the district; to determine the facilities, methods, means, and number of personnel required for conduct of district programs; to administer the personnel system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions, and to discipline or discharge employees in accordance with the applicable Education Law and the provisions of this Agreement.

ARTICLE XVII **Compensation**

1. Professional staff members receiving a temporary appointment due to a leave of absence of the regularly appointed supervisor shall receive their regular salary plus an allowance of no less than \$500 for each semester of such appointment.

2. In-service Credit:

In-service credit at the rate of \$15 per credit hour shall be granted for all approved in-service hours completed after July 1, 1975. Full monetary credit will be given for in-service courses completed prior to September 1; one-half monetary credit will be given for in-service courses completed prior to February 1. Salary credit will not be awarded until verification has been received by the personnel office.

In-service credit for approved in-service hours completed after July 1, 1983 shall be paid at the rate of \$20 per credit hour and \$25 per credit hour for hours completed after July 1, 1985.

3. Each continuing supervisor shall receive annual salary improvements for the years as noted:

2003-04	4.5% added to 2002-2003 base salary.
2004-05	4.75% added to 2003-2004 base salary.

4. Supervisory Differentials:

Effective February 1, 1998, the following formula shall be used to determine the Supervisory Differentials for member of this unit. Adjustments to the differentials shall be made based on each members FTE, # of teachers supervised, # of departments supervised and # of building assignments as of October 1 of each school year.

Supervisory Formula

$\$100 \times \text{supervisory FTE} + \$15 \times \# \text{ teachers supervised} + \$70 \times \# \text{ departments supervised} + \$50 \times \# \text{ buildings assigned}$ equals total supervisory differential.

5. Career Steps

Effective July 1, 2000, each eligible supervisor shall receive the following supervisor:

5 years as a supervisor	\$1,500 net
10 years as a supervisor	\$2,500 net
15 years as a supervisor	\$3,000 net

6. The District reserves the right to prorate all or any part of a supervisor's salary who does not serve the complete service year.

ARTICLE XVIII Service Recognition

1. A service recognition payment equal to one-fourth (1/4) of the supervisor's final year total annual salary shall be granted to a supervisor who meets the following conditions at the time of retirement:

- A. The supervisor has thirty (30) or more years of district service;
OR
- B. The supervisor has ten (10) or more years of district service as a supervisor.

2. The supervisor must notify the superintendent in writing on or before February 1, 2003, that the supervisor is retiring no later than June 30, 2003, and application for the service recognition payment is being made therein.
3. The service recognition payment shall be paid over the supervisor's remaining pays between the date of the approval of the supervisors retirement by the Board of Education and the date of the supervisor's retirement.
4. To be eligible for this service recognition payment as well as the payment for unused sick leave as provided for in Article VIII, Section 1, Paragraph h of this Agreement, an employee must be eligible for benefits in accordance with the requirements of a New York State Public Employees Retirement System, be intending to retire under that system and be in good standing with the District at the time of retirement.
5. For the purpose of these two payments, an employee shall be deemed in good standing unless: (1) the employee has been convicted, has plead guilty or pleads no contest to an employment-related felony; or (2) the employee has been the subject of a §3020-a Education Law proceeding which resulted in the hearing officer rendering a determination that terminates the employee's employment with the District.
6. In the event that a unit member's retirement is initiated by an event which could lead to an employment related felony charge, or charges under 3020-a of the education law, it is the intent of the parties that no payment may be made until the matter is resolved through either a conviction by the court, a plea by the individual, a determination by a 3020-a hearing officer or a negotiated settlement between the parties.
7. In the event that no charges are leveled within one year of a unit member's retirement date, such payment shall be processed.

ARTICLE XIX
Waiver Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject concerned with collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of such right are set forth in this Agreement. This Agreement may be added to, deleted from, or modified during the period of this Agreement only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement, however, shall not diminish any rights or benefit for any supervisor heretofore enjoyed.

**ARTICLE XX
Severability**

If an article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

**ARTICLE XXI
Duration of Agreement**

1. This Agreement shall take effect as of July 1, 2003 and shall remain in full force and effect until June 30, 2005 and shall automatically renew itself from year to year thereafter unless either party notifies the other, in writing, on or before December 15, 2004 or any subsequent year of a desire to amend or terminate same.

2. Should either party timely notify the other of a desire to amend or terminate this Agreement as provided in Section 1 of this article, negotiations for a subsequent agreement shall commence on April 1 next, following such notice, unless the parties shall mutually agree upon an alternate date.

3. Copies of this agreement shall be printed at the expense of the District and distributed to all supervisors now employed by the District within two (2) weeks after its execution or ratification if that occurs later.

**ARTICLE XXII
Signatories to the 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 HAS GIVEN APPROVAL.

District:

Supervisors:

Date

Date

Date

Date

Date