

Greater Johnstown School District • 1 Sir Bills Circle • Johnstown, N.Y.

AGREEMENT

**Between
The Board of Education
and
Johnstown Administrators' Association**

July 1, 2011 through June 30, 2015

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GREATER JOHNSTOWN SCHOOL DISTRICT
Johnstown, New York

Pursuant to the provisions of the Public Employees Fair Employment Law of 1967, the Board of Education of the Greater Johnstown School District hereby adopts the following agreement covering recognition of an administrators' organization and the methods by which negotiations shall take place with said organization.

ARTICLE I - AGREEMENT

This agreement is made and entered into this ____ day of _____ 20__ by and between the School Board of the Greater Johnstown School District, in the City of Johnstown, New York (hereinafter referred to as the "Board") and the Johnstown Administrators' Association (hereinafter referred to as the "Association"). This agreement will be in effect for the period July 1, 2011 through June 30, 2015.

ARTICLE II - PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Johnstown Schools the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communication exist between the Board and its professional staff.

ARTICLE III - RECOGNITION

The Board, in order to recognize an administrator organization as exclusive representative of administrative personnel, requires satisfactory evidence that the organization, in fact, represents a majority of such employees. Such evidence shall be in the form of a notarized membership list, signed designed cards, or dues deduction authorizations. In the event of a challenge, the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the professional administrators in the District, the Board hereby recognizes the Association as the official negotiating agent for full-time principals, assistant principals and directors.

This recognition shall continue in effect unless challenged in accordance with Section 208 of the Civil Service Law.

ARTICLE IV - PRINCIPALS/DIRECTORS

1. **Professional Personnel**

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Greater Johnstown School District of the City of Johnstown, New York depends upon the maximum utilization of the abilities of the administrators who are reasonably well satisfied with the conditions under which their services are rendered.

2. Right to Join or Not Join

It is further recognized that administrators have the right to join, or not to join the Association, but membership shall not be prerequisite for employment or continuation of employment of any employee.

3. Rights of Minorities and Individuals

The legal right inherent in the Education Law and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.

4. Responsibility Not to Strike

The Johnstown Administrators' Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE V – AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings through negotiation regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Johnstown public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE VI – PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Terms

The Board, or designated representatives of the Board, with the Superintendent of Schools serving as an advisor, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreement.

2. Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before December 31. All issues proposed for discussion shall be submitted in writing by the Association to the Board, or its delegated representatives, at the first meeting. The Board shall submit in writing to the administrator representative(s) all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties. In keeping with the Superintendent's role as chief school administrator, all communications pertaining to arrangements for negotiations shall be submitted in writing to the Superintendent who, in turn, will keep the Board and its negotiating team informed.

3. Negotiation Procedures

Designated representative(s) of the Board, with the Superintendent as an advisor, shall meet at such mutually agreed upon places and times with the representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day unless agreed upon mutually.

4. Exchange of Information

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration. All communications for the Board and/or the Board's negotiations team shall be presented to the Superintendent of Schools who, in turn, will keep the Board and its negotiating team informed of the same. All communications from the Board shall be presented through the Superintendent of Schools to the President of the Administrators' Association. All requests from the Association's negotiating representative(s) or team for information pertinent to the issues under discussion shall be made in writing and shall be submitted to the Superintendent of Schools. The Association and the Board agree that a free exchange of fact, opinion, proposals and counter-proposals shall take place at the negotiating table on all issues in an effort to reach agreement.

5. Consultants

The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

6. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the specific proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

7. Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for Approval. Following approval by the Association and the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

ARTICLE VII – COMPENSATION

1. **Salaries**

For the 2011-2012 and 2012-2013 school years, bargaining unit employees will have their wages increased by 2.5% over the previous year. For the 2013-2014 and 2014-2015 school years, bargaining unit employees will have their wages increased by \$1,700.00 over the previous year. In order to qualify for any retroactive payments hereunder, the Administrator must have been employed during the school year(s) in question and must have worked for the entire 2011-2012 school year.

The minimum salaries for administrators in the District shall be as follows for the duration of this contract Agreement 2011-2015:

Director of Special Education, Special Programs and Pupil Services	\$68,560
Director of Athletics, P.E., Health and Recreation	\$68,000
High School Principal (12-month)	\$63,000
High School Assistant Principal (10-month with 20 additional days in July/August).....	\$58,000
Junior High School Principal (12-month)	\$62,000
Elementary Principal (10-month with 20 additional days in July/August)	\$59,000

The rates set forth above establish minimum salaries and the District will have the discretion of compensating newly hired administrators at higher salaries based on their prior experience and education.

Any administrator who is granted tenure will have his/her base salary adjusted to a minimum of \$67,500.

2. **Goals Bonus:**

In any school years in which the District does not implement the APPR evaluation system, a goals bonus under which an Administrator who meets or exceeds all of his/her annual goals will be paid a bonus of \$1,000.00. The goals achievement bonus will be paid by separate check and will not become part of the Administrator's salary. An Administrator who does not meet or exceed all of his/her annual goals will not be entitled to the goals achievement bonus. This goals achievement bonus will terminate or cease when the District implements the APPR evaluation system. If the District does not implement the APPR evaluation system by the 2014-2015 school year, then this goals achievement bonus will sunset on June 30, 2015.

Moreover, when the District implements the APPR evaluation system, Article VII – Salary – shall be further amended by providing a merit/evaluation annual bonus. Pursuant to such merit/evaluation annual bonus, Administrators who are rated "Highly Effective" will be provided an annual bonus of \$1,000.00. Administrators who are rated "Effective" will be provided an annual bonus of \$600.00. Note, the annual bonus will be paid by separate check and will not become part of the Administrator's base salary. Further, an Administrator who

is not rated as either "Effective" or "Highly Effective" will not be entitled to any annual bonus in the year in question. However, in years when the Administrator is rated as either "Effective" or "Highly Effective," the Administrator will be entitled to the applicable bonus. This provision will sunset on June 30, 2015.

3. Longevity

Each administrator meeting the criteria will receive longevity increments as specified. In order to be eligible for the longevity increments, the administrator must have served the requisite number of years as an administrator in the District. In other words, experience as a District teacher or in a District non-administrative position or experience as a teacher, administrator or in some other capacity for some other school district will not be calculated for the purposes of determining the eligibility of the longevity increments.

Effective for the 2011-2012 school year:

At the completion of five (5) years to the District:	\$ 500.00 dollars
At the completion of ten (10) years to the District:	\$1,000.00 dollars

Effective for the 2012-2013 school year:

At the completion of five (5) years to the District:	\$ 600.00 dollars
At the completion of ten (10) years to the District:	\$1,100.00 dollars

Effective for the 2013-2014 school year:

At the completion of five (5) years to the District:	\$ 700.00 dollars
At the completion of ten (10) years to the District:	\$1,200.00 dollars

Effective for the 2014-2015 school year:

At the completion of five (5) years to the District:	\$ 800.00 dollars
At the completion of ten (10) years to the District:	\$1,300.00 dollars

Longevity payments will not accumulate or aggregate. For example, in the 2011-12 school year, an administrator with ten (10) years of administrative service to the District would be entitled to a total longevity payment of \$1,000, not \$1,500. Longevity payments will not be added to the base salary of administrators. Instead, the longevity payments will be made to the administrators by a payment in their first paycheck for the school year in question equal to 50% of the longevity payment and a second payment equal to the remainder of the longevity payment in the first paycheck of the second semester of the given school year.

4. Summer School Principal: The High School Assistant Principal will serve as the Summer School Principal for the District's summer school program. The High School Assistant Principal will be in charge of administering the summer school program. Should the High School Assistant Principal choose not to serve as the Summer School Principal for the full session, then any days requiring administrative coverage beyond twenty (20) days during July and August, and outside of the High School Assistant Principal's normal work year as a ten (10) month employee will be shared equally by other JAA members, without any additional compensation. (For example, the junior/senior high school program

runs for twenty-four (24) days. The High School Assistant Principal covers the first ten (10) days, JAA members provide coverage for four (4) days, and the High School Assistant Principal covers the last ten (10) days of the program.) The High School Assistant Principal is in charge of registration, scheduling, hiring staff, testing and completing all reports for the summer school program. The High School Assistant Principal will be paid a stipend of \$2,500 for serving as the Summer School Principal if he/she serves as the District's Summer School Principal for a full session (grades 7-12). The provisions contained in Article VII, Section 3 apply only to the summer program offered by the Greater Johnstown School District.

ARTICLE VIII – PROFESSIONAL CONFERENCES

Requests to attend professional conferences shall be made to the Superintendent of Schools for approval. If approval is granted, the Administrator designated to attend the conference shall do so without loss of pay. The School District shall pay all reasonable and appropriate costs of attendance at conferences.

ARTICLE IX – TERMS AND CONDITIONS OF EMPLOYMENT

1. **Work Year**

Elementary principals will work from September 1 to June 30, exclusive of the 15 holidays and recess days included in the District calendar each year. The elementary principals will work an additional twenty (20) days in July and August. The Superintendent shall determine ten (10) such days, which includes five (5) days immediately prior to the first day of school for teachers. The additional ten (10) days shall be mutually agreed upon by the JAA and the Superintendent.

2. **Work Hours**

The work day for all JAA members shall be eight (8) hours per day during the months of September through June, and six (6) hours per day during the months of July and August.

3. **Vacation Leave and Holidays**

The High School Principal, Junior High School Principal and Directors shall be employed for twelve (12) months each school year and shall be provided twenty (20) days paid vacation leave each year. Moreover, the High School Principal, Junior High School Principal and Directors shall be entitled to fifteen (15) paid holidays each year as designated in the school calendar or otherwise designated by the Superintendent and/or his/her designee.

4. **Sick Leave. Bereavement Leave. Personal Leave**

A. Absences without loss of pay will be permitted for personal illness in accordance with the following regulations and conditions:

- i. Ten (10) month principals and directors hired before July 1, 2009 shall be entitled to sixteen (16) days paid sick leave each school year. Twelve (12) month principals and directors hired before July 1, 2009 shall be entitled to 17.5 days paid sick leave each school

year. Up to five (5) days of this leave may be used by the principal or director for serious illness in the immediate family, as defined in Section 1(B) (i) hereof. However, for principals/directors employed by the District prior to September 1, 2000, the family illness leave (non-cumulative) of Section 4 B (iv) shall be separate and apart from the leave of this paragraph.

- ii. Administrators hired by the District on or after July 1, 2009, will earn one (1) day of sick leave for each month of service to the District (for example, ten (10) month administrators will earn ten (10) days per year; twelve (12) month administrators will earn twelve (12) days per year.)
- iii. Days of unused sick leave may be accumulated to a maximum of two hundred twenty (220) days.
- iv. The Superintendent of Schools shall have the right to request a physician's certificate as proof of personal illness.

B. Absences without loss of pay will be permitted for each death or serious illness in the immediate family according to the following regulations and conditions:

- i. The term immediate family includes mother, father, spouse, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and grandchild, or a person permanently residing in the same household as the Principal/Director, and the children of the Principal/Director.
- ii. Each Principal/Director may be allowed a maximum of five (5) days for a death in the immediate family. Total bereavement leave may not exceed fifteen (15) days in any one school year (non-cumulative).
- iii. If a Principal/Director requests bereavement leave for a close family relative, except for the categories spelled out in the specific bereavement clause, he/she shall put such request in writing to the Superintendent. If the request is granted, the days used shall be deducted from the bereavement leave up to five (5) days per year non-cumulative. No reasonable request shall be denied except for just cause.
- iv. Principals/Directors will be allowed a maximum of five (5) days per year (non-cumulative) for serious illness in the immediate family. Serious illness shall be defined as such an illness which incapacitates the individual from performing his/her regular duties and where such person needs constant care, attention and assistance when not being directly attended by a physician or a nurse.

- v. The Superintendent of Schools shall have the right to request a physician's certificate as proof of serious illness in the immediate family.
- C. Up to two (2) days of leave per year may be taken without loss of pay for religious holidays if the religion requires that the holiday be observed and prohibits working on such days.
- D. Absences without loss of pay for personal days will be permitted according to the following regulations and conditions:
 - i. A full-time bargaining unit member will be allowed three (3) personal business days per year (non-cumulative) for personal business. The request shall be made in writing to the Superintendent and written approval from the Superintendent shall be required for the third personal business day. All unused personal leave days will be added to the Administrator's sick bank.
 - ii. Personal leave days shall be granted only for personal business which cannot be conducted at a time other than the administrator's normal working hours. Personal leave days shall not be used for the purpose of extending vacations, holidays, or for recreation or other employment purposes.
- E. Any situation not covered by the above regulations and conditions shall, on request, be referred to the Superintendent of Schools for final disposition.
- F. The policy of permitting absence without loss of pay for an individual shall be subject to revocation by the Board of Education at any time that the Board shall consider that the program is being misused or abused by such individual. The Board will not act arbitrarily or capriciously in this regard.
- G. Absence reimbursed by Workers' Compensation will be credited to sick leave in the proportion that the reimbursement rate is to the employee's salary. In return for full payment of full salary during sick leave, salary payments by the Board's insuring agency under Workers' Compensation will be paid to the School District for the period covered by the sick leave.
- H. Whenever a Principal/Director is absent from his employment and is unable to perform his/her duties as a result of personal injury caused by an accident occurring in the actual performance of his/her duties, he/she will be paid full salary during absences, which shall not be charged against sick leave.

5. Dues Deduction

- A. The Board of Education of the Greater Johnstown School District agrees to deduct from the salaries of its employees dues for the School

Administrators' Association of New York State (SAANYS) as said Principals/Directors individually and voluntarily authorize the Board to deduct. Principal authorization shall be in writing in the form provided.

- B. The Board of Education agrees to transmit the deducted monies promptly following each payroll to the treasurer of the Johnstown Administrators' Association who will then forward such monies to the proper organization.
 - C. Deductions referred to in Section 1 shall be made in the following manner: The total annual membership dues for the designated association mentioned above shall be deducted in equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues.
 - D. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the school year.
 - E. The Johnstown Administrators' Association has continuous membership. The dues deduction form must be signed by the employee.
 - F. The Johnstown Administrators' Association will certify to the School Business Official, in writing, the current rate of its membership dues.
 - G. Any new principals/directors starting at the beginning of the school year or during the course of the school year will be permitted to request dues deductions at the time of employment.
 - H. Credit Union Payroll Deductions: The Board of Education agrees to deduct from the pay of a principal/director an amount of money which the principal/director would request in order to join the Fulton County Teachers' Federal Credit Union. The name of the principal/director and the amount of the deduction will be submitted by the Johnstown Administrators' Association to the School Business Official along with a list of employees who have requested dues deductions. The amount of the deduction will be transmitted following each payroll to the Treasurer of the Credit Union.
6. Tax Sheltered Annuities
The Board will deduct such monies as authorized for those people who wish to enroll in a tax sheltered annuity program. Arrangements will be made in accordance with applicable laws and District procedures regarding how administrators should apply for such deductions.
7. Health and Life Insurance
There shall be no diminution of existing health insurance benefit level(s) during

the term of this Agreement. The District shall determine the carrier(s) underwriting such coverage. In the 2011-2012 school year, the District shall contribute eighty-five percent (85%) of the individual, two-person or dependent health insurance premiums. The difference of 15% shall be paid by the Administrator. In the 2012-2013 school year, the District shall contribute eighty-four percent (84%) of the individual, two-person or dependent health insurance premiums. The difference of 16% shall be paid by the Administrator. In the 2013-2014 school year, the District shall contribute eighty-two percent (82%) of the individual, two-person or dependent health insurance premiums. The difference of 18% shall be paid by the Administrator. In the 2014-2015 school year, the District shall contribute eighty percent (80%) of the individual, two-person or dependent health insurance premiums. The difference of 20% shall be paid by the Administrator. Any change in health insurance plans made over the life of the Agreement by the District shall be applicable to the members and retired members of the unit.

Effective July 1, 2012, the PPO-B plan provided by the Fulmont Trust will be the base plan for the purposes of this Article. Those Administrators who choose to remain in the PPO-A, MVP or CDPHP plans can do so, but the Administrators who remain covered by the PPO-A, MVP or CDPHP plans will pay the difference between the dollar amount contribution paid by the District towards the PPO-B plan and the costs of the PPO-A, MVP or CDPHP plans as applicable. However, no Administrators who are currently in the PPO-B plan will be allowed to enroll into (switch to) the PPO-A, MVP or CDPHP plans. In other words, Administrators who are currently enrolled in the PPO-A, MVP or CHPHP plans may continue their enrollment in the PPO-A, MVP or CDPHP plans if they pay the additional costs of such plans; but if Administrators are not in any of those plans, or for newly hired Administrators, they will not have the right to enroll in the PPO-A, MVP or CDPHP plans.

Each participating administrator and post retiree will stipulate that he/she will not carry a double health plan if the husband or wife works elsewhere where such comparable health insurance plan is in force and provided.

8. Vision, Hearing and Prescriptions

The District and the Association shall explore the possibility of changing to a different vision, hearing, and prescription provider(s) relating to health insurance. The purpose of any such change will be to continue benefits to administrators while at the same time reducing premium costs to the District and the Administrators. The parties recognize that, if the Fulmont Health Trust or the District's health insurer prohibits such change in vision, hearing or prescription coverage, the parties will not be able to make such change.

9. Life Insurance

The District will provide a \$50,000 (fifty thousand dollars) double indemnity term life insurance policy on the life of each member of the bargaining unit. The yearly premium will be paid on the basis of 50% by the District and 50% by the individual principal/director. Principals/directors who leave the District will be advised of their rights to continue the insurance on a personal basis in accordance with the provisions of the applicable life insurance policy. One

hundred percent (100%) of the eligible members of the group affected must enroll in order for the insurance plan to be provided.

10. IRC Section 125 Flexible Spending Plan

The District will provide an IRC Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to, premium conversion, un-reimbursed medical expenses and dependent care provisions. The District will assume 100% of any administrative fees for the implementation for such plan.

11. Dental Insurance

The District shall provide dental insurance identified in Attachment "A".

12. Leave of Absence

A leave of absence without pay may be granted to a principal/director at the recommendation of the Superintendent of Schools and with the approval of the Board of Education. All benefits to which a principal/director was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and his/her position on the salary schedule, will be returned to him/her upon his/her return and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially similar position. The above provisions also apply to parental leaves for both tenured and non-tenured principals/directors.

13. Parental Leave

Upon request, a paternal or child rearing leave of absence of a maximum of two (2) years will be granted to each administrator for the purpose of parental child rearing leave. Such leave shall be in compliance with the Rules and Regulations laid down by the New York State Human Rights Commission. If an administrator requests a one year leave, he/she will have the option to extend his/her leave for a second year provided he/she notifies the Superintendent by February 1st of the school year of his/her intentions to extend his/her leave. If such leave is requested for a mid-term or a January to January time period, the administrator will be required to notify the Superintendent of his/her intent to extend the leave for a second year by July 1st of the school year. The February 1st and July 1st dates may be extended with permission of the Superintendent. All benefits to which an administrator was entitled at the time the leave of absence commenced will be restored upon return and the administrator will be assigned to the same or a substantially similar position which was held at the time said leave commenced, if available.

For purposes of this Agreement, infant adoptions (that being, adoptions of children of five years of age or younger) will be covered by this section on parental leave.

14. Just Cause

No principal/director shall be disciplined, reprimanded, reduced in rank or compensation, or discharged without just cause. The operation of this clause will, in no way, diminish the rights of the Board to grant or deny tenure as provided under the education Law.

This provision shall only apply to instances where the action taken is in writing and noted or placed in the principal's/director's personnel file.

15. Legal Counsel

The District provides legal counsel for the members of the bargaining unit in accordance with Sections 3023, 3028 and 3811 of the Education Law and Section 18 of the Public Officers Law. A member of the bargaining unit shall immediately contact the District in the event that any incident arises which might require the District to provide legal counsel. The school attorney will inform, in writing, any member of the bargaining unit of his/her legal rights pursuant to these sections of law upon request.

16. Compensation of Lost Time

If an assault on a principal/director, while performing his/her duties to the District, results in a loss of time, the principal/director shall be paid in full and such paid absence shall not be deducted from any sick leave to which such principal/director is entitled under this Agreement. The principal/director shall receive his/her regular salary less Social Security and/or Workers' Compensation benefits.

17. Reimbursements

The District shall reimburse administrators, in accordance with the insured limits, for the reasonable value (not covered by insurance) of any clothing or personal property damaged or destroyed while the administrator was acting in the discharge of his/her duties within the scope of his/her employment. Claims shall be submitted to the Superintendent.

The following shall be the maximum limits in any one instance:

Dentures	\$800
Contact lenses	\$200
Eyeglasses	\$200
Hearing aids	\$400
Clothing	\$100
Car vandalism	\$500

This policy shall be non-duplicative; it shall not provide reimbursement for those losses covered by any other form of insurance.

ARTICLE X - GRIEVANCE PROCEDURE

1. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its principals/directors is essential to the operation of schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its

principals/directors are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definition

- A. "Grievance" is any alleged violation of a provision of this Agreement.
- B. The term "Supervisor" shall mean the administrative or supervisory officer responsible for the area in which an alleged grievance arises.
 - i. The "Aggrieved Party" shall mean a member or group of members in the negotiating unit filing a grievance. The Superintendent of Schools and/or the Board of Education shall also have the right to file a grievance against the Association or individual principal/director or principals/directors.
 - ii. "Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.
 - iii. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.
 - iv. "Days" shall mean days other than weekends and holidays.

3. Procedures

- A. Except at the informal stage, all grievances shall include the name and positions of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the grievance, general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Association.
- C. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all relevant materials and documents, communications and records concerning the alleged grievance.
- D. Except at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance in which a hearing is held to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a

copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

- E. Forms for filing grievances, serving notices and taking appeals, and forms for making reports and recommendations will be developed by the Association.
- F. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- G. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2 and 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
- H. Official minutes will be kept, at Board expense, of all hearings at Stage 1 and 2. If stenographic minutes are required at any stage, the parties will share the expense. A copy of such minutes will be made available to the aggrieved at the conclusion of hearings at Stages 1, 2 and 3, and they will advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error.
- I. The existence of the procedure hereby established shall not be deemed to require any principal/director to pursue the remedies here provided.
- J. When the Superintendent is the grievant, he/she shall file his/her grievance with the Association and provide a copy of his/her grievance to the principal/director and/or principals/directors against whom he/she is grieving, as well as to the President of the Board of Education. Within ten (10) days, the Superintendent shall meet with the Association representatives in an attempt to resolve the grievance. If the grievance may not be resolved, the Superintendent within fifteen (15) days shall request the Board to hold a hearing in accordance with the procedures set forth in Stage 2. If the Superintendent is not satisfied with the Board's decision, he/she may submit the grievance to arbitration in accordance with the procedures set forth under Stage 3.
- K. If the Board of Education is the grievant, they shall file their grievance with the Association and the individual principal/director or principals/directors against whom they are grieving. Within fifteen (15) days, the Association representatives shall meet with the board of Education or its representatives to resolve the grievance. If the grievance is not resolved at the informal meeting, the Board may submit the grievance to arbitration by providing written notice to the Association within ten (10) days after the informal meeting. The procedures for arbitration set forth in Stage 3 will then apply.

4. Time Limits

- A. Since it is important to good relationships that a grievance be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievances will be deemed waived unless written grievance is forwarded at the first available stage within five (5) days after the Principals' Association knew or should have known the act or condition on which the grievance is based.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed discontinued and further appeal under this Agreement shall be barred.
- D. Failure at any stage of grievance procedures to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. Stages of Grievance

A. Stage 1 – Superintendent of Schools

A principal/director having a grievance will discuss it with the Superintendent, either directly or through a representative, with the objective of resolving the matter informally. If the principal/directors submits the grievance through a representative, the principal/director may be present during the discussion of the grievance.

B. Stage 2 – Board of Education

- i. If the principal/director is not satisfied with the decision of Stage 1, an appeal may be filed in writing with the board of Education within fifteen (15) days after receiving the decision at Stage 1.
- ii. Within ten (10) days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be closed to the public.
- iii. Within fifteen (15) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

C. Stage 3 - Arbitration

- i. After the Board of Education's decision has been rendered, if the principal/director is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by

written notice to the Board of Education within fifteen (15) days of the decision at Stage 2.

- ii. The rules and procedures of the New York State Public Employment Relations Board (PERB) will then apply in the selection of arbitrator and the conduct of procedures.
- iii. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.
- iv. The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.
- v. The decision of the arbitrator shall be final and binding upon all parties.
- vi. The costs of the service of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XI – ASSOCIATION LIAISON COMMITTEE

1. The Association's liaison committee will meet with the Superintendent and any administrators selected by the Superintendent on a bimonthly basis. The purpose of these meetings will be to discuss any policy matters affecting principals'/directors' terms and conditions of employment and to allow the principals/directors to present matters of interest and concern to the Administration.
2. The Association President and/or the Superintendent will provide each other with a list of items which they may wish to discuss at the meeting at least seven (7) days in advance of the date of the meeting.
3. All meetings will be held on a regular school day after teacher dismissal time and will be limited to no more than an hour unless mutually agreed upon by the parties.

ARTICLE XII – SICK LEAVE BANK

The existing sick leave bank shall be open to all members of the bargaining unit. Members electing to contribute days to the sick bank must do so by notifying the business office of their intent by September 30th of a given school year.

A member of the bank may contribute up to ten (10) days per year to the sick bank.

Membership in the sick bank is established when an individual makes his/her first contribution. Contributions do not have to be made each year in order to maintain membership. However, an individual must have declared his/her intent and actually contributed sick days to the sick bank to be a member.

The bank can be funded by contributions from members up to 180 days.

Those who have not contributed to the bank may not draw from it.

The bank shall be renewable when the balance drops below 100 days.

A unit member who has contributed may receive up to ten (10) days additional sick leave for each day contributed in any given school year provided that there are sufficient days in the bank to cover requested withdrawals. Once sick days have been credited to the bank, they will be deducted from the accumulation of the individual contributing, and they will not be returnable to the individual contributing. Members can request leave up to 30 days at each time the request is made. Sick leave days granted by the committee appointed to administer the bank shall not exceed one hundred eighty (180) days per employee. Withdrawals from the bank shall be limited to those for accidents or serious illness requiring prolonged absence from employment when personal sick leave has been exhausted. A physician's certificate will be required by the bank committee prior to the withdrawal of days from the sick leave bank. In no case are days from the bank to be used to cover absences of a single day or several days where there is no serious or prolonged illness or injury.

The bank shall be administered by a committee consisting of two (2) members; one (1) appointed by the Superintendent and the other by the Association. In case of deadlock regarding the nature or seriousness of the injury, the school physician shall investigate and assist the committee, and may, if necessary, cast the deciding vote. No committee decision shall be subject to the grievance procedure or arbitration. All requests to the committee shall be in writing, accompanied by verification from the applicant's physician of the nature of the illness or injury which anticipates a date of return to work.

ARTICLE XIII - POSTING OF A VACANCY

When a vacant position in the Administrators' bargaining unit is to be filled, the District will notify the Association President of the vacancy.

ARTICLE XIV - CONTRACT APPLICATION

The terms of this Agreement shall apply to those principals/assistant principals/directors employed prior to June 30, 2011 without prejudice to subsequent negotiations. The School Board shall have the option to increase benefits at its discretion for any principal/assistant principal/director employed on or after June 30, 2011.

ARTICLE XV - COMPLETION OF NEGOTIATIONS

The approval of this Agreement by both parties signifies the completion of negotiations for the designated school years.

ARTICLE XVI - APPROVAL

The signatures affixed below signify that this Agreement has been approved by the Association and by a majority of the members of the Board of Education.

ARTICLE XVII - SECTION 204 TAYLOR LAW - AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE RELATION ORGANIZATIONS

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.

ARTICLE XVIII - CONTINUING EDUCATION

1. New members of the bargaining unit may be required to take up to three credit hours of continuing education (graduate or in-service courses) each year of the probationary period. The District shall pay the costs of such required credits up to a maximum of nine credit hours.
2. For the purpose of this Article, 15 classroom contact hours shall be the equivalent of one (1) credit hour.
3. With the written approval of the Superintendent of Schools, JAA members may be reimbursed up to \$2,000.00 dollars during each school year for expenditures made for graduate course work, workshops, seminars or other continuing education activities. Upon receipt of successful completion of such activity, the District will reimburse documented expenditures for registration or tuition, books and materials and room and board. The District's commitment to reimburse the administrators for such expenses shall be conditioned on the administrators receiving a passing grade of B (or above) in graduate course work. Furthermore, the administrators will be required to serve an additional two (2) years in the Greater Johnstown School District following the completion of any graduate course work for which the District provides the reimbursement as set forth herein.
4. In order to qualify for the reimbursement amount, the administrator will sign a promissory note recognizing the reimbursement amount and a confession of judgment relating thereto which will only come into play if, and when, the administrator fails to provide the necessary two (2) years of service following the completion of the graduate course work and the payment of the reimbursement as set forth herein.

ARTICLE XIX - SABBATICAL LEAVE

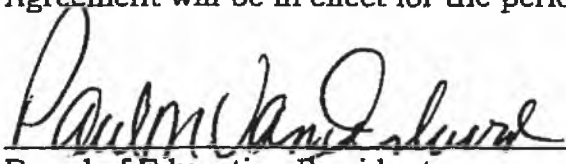
1. A tenured member of the bargaining unit who has been employed as a principal/assistant principal/director by the District for seven (7) consecutive years may apply for a sabbatical leave for the sole purpose of engaging in study, which, in the opinion of the Superintendent, directly benefits the District's educational mission. The Board of Education shall have absolute discretion to either grant or deny the sabbatical leave applied for.

2. Sabbatical leaves, when granted, shall be granted for either six months or twelve months. A member of the bargaining unit who applies for and is granted a six-month sabbatical leave shall be paid 100% of his/her school year salary during the period of leave. A member of the bargaining unit who applies for and is granted a twelve-month sabbatical shall be paid 75% of his/her school year salary during the period of leave.
3. A bargaining unit member who is granted a sabbatical leave of absence shall render at least two (2) years of service to the District after returning from the leave.

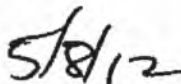
ARTICLE XX - EVALUATIONS

Probationary administrators shall receive at least two (2) evaluations during the school year of their probationary services. Tenured administrators shall be evaluated at least one (1) time per school year. The evaluations are to be completed by either the Superintendent or his/her designee.

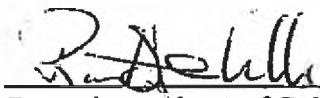
THIS AGREEMENT is made and entered into this ___ day of _____ 20__ by and between the School Board of the Greater Johnstown School District in the City of Johnstown, New York and the Johnstown Administrators' Association. This Agreement will be in effect for the period July 1, 2011 through June 30, 2015.



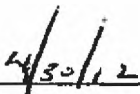
 Board of Education President



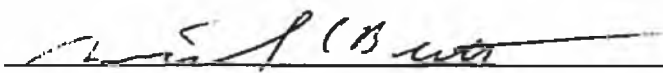
 Date



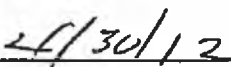
 Superintendent of Schools



 Date



 Johnstown Administrators' Association President



 Date