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AGREEMENT



between

the

Guilderland Central School District

and the

Instructional Administrators' Unit of the Guilderland Central School District

(Formerly Supervisory Unit of the Guilderland Teachers' Association)

July 1, 2008 through June 30, 2012

RECEIVED

DEC 17 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Approved by the Board of Education: October 7, 2008

GUILDERLAND CENTRAL SCHOOL DISTRICT

Instructional Administrators' Unit of the Guilderland Central School District

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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 Instructional Administrators' Unit of the Guilderland Central School District

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

**ARTICLE 1
RECOGNITION**

1.1 Recognition

- 1.1.1 The District recognizes the Association as the exclusive bargaining unit for all instructional administrators (formerly known as supervisors) of academic departments or disciplines and includes the Director of Health, Physical Education and Interscholastic Athletics. When the term administrator is used, it refers to the aforementioned group.

**ARTICLE 2
INSTRUCTIONAL ADMINISTRATORS' AND ASSOCIATION RIGHTS**

2.1 Association Rights

- 2.1.1 Upon request made seventy-two (72) 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.
- 2.1.2 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 administrative 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.

2.2 Instructional Administrators' Rights

- 2.2.1 No administrator shall be coerced into joining any professional organization.
- 2.2.2 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 2.1.2 .
- 2.2.3 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.
- 2.2.4 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 assistant superintendent for human resources. 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 3
DISTRICT RIGHTS**

- 3.1** 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 4
WORKING SCHEDULE & CONDITIONS**

4.1 Administrative Work Year

- 4.1.1 The service day shall be eight (8) hours inclusive of the lunch period.
- 4.1.2 The professional nature of administrative duties lies beyond the restrictions of specified hours, and dictates that individual discretion be exercised where time load is involved. This is based upon a mutually understood, but unwritten trust entered into when these duties are assumed by professional administrative personnel. The minimum daily attendance requirements of administrators shall include Monday through Friday each week of the work year, excluding only days taken pursuant to the holidays, conference or leaves provisions of this agreement. When excessive hour load does occur, reasonable compensatory time will be individually and privately affected by the involved person. The administrator will, however, notify his/her immediate supervisor prior to taking such time, and in no case will this time be taken as one or more full working days.
- 4.1.3 It is expected that administrators shall have a daily duty-free lunch period that typically shall not be less than one-half hour (.5) in length. Furthermore, administrators 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.
- 4.1.4 It is understood that due to the nature of the role and the activities of administrators, there may be times in which administrators may not accomplish their full planning time.

4.2 Holidays

- 4.2.1 Administrators shall be entitled to twelve (12) holidays, as follows: July Fourth; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday following Thanksgiving Day; Christmas Day; December 26 if a week day; New Year's Day; Presidents' Day, Good Friday; and Memorial Day.

4.3 Vacations

- 4.3.1 The Administrators 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.

- 4.3.2 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 ten (10) accumulated vacation days may be carried over to the next fiscal year. No more than one (1) full year of earned vacation time plus ten (10) days carried over will be paid upon the separation.
- 4.3.3 When a day observed as a holiday falls within a vacation period, the holiday will be awarded and the holiday will not be counted against vacation credits.
- 4.3.4 All vacation time shall be requested in advance on the prescribed form as far in advance as possible. Choice of vacation time is subject to the approval of the superintendent.
- 4.3.5 Upon separation from employment, unit members will be paid for accrued and unused vacation days at their then current rate of pay.

4.4 Vacancies and Promotions

- 4.4.1 All vacancies in 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, and in no event less than ten (10) school days before such date.

4.5 Position Security

- 4.5.1 In accordance with Chapters 468 and 469 of the Education Laws of 1975, each administrator so eligible shall be appointed to a probationary term of three years. Upon successful completion of the probationary period, the administrator shall be appointed to tenure and accorded all benefits and privileges provided under the tenure statutes.
- 4.5.2 Should a position be abolished through District reorganization or for any other purpose, the District shall provide notice to said administrator occupying such position no later than March 15. The administrator shall be offered a teaching position should a vacancy exist.
- 4.5.3 If a vacancy does not exist, The District shall in its discretion create either an administrative, supervisory or teaching position which shall remain in existence for one (1) year only. (July 1 – June 30) In arriving at a salary for such created position, the administrator shall receive a salary as follows:
 - a.) For a teaching position, he/she shall receive a salary based on his/her total experience as a teacher, administrator and a supervisor.
 - b.) For an administrative or supervisory position, he/she shall receive a salary in accordance with his/he administrative and/or supervisory experience in the District.

ARTICLE 5 LEAVES OF ABSENCE

5.1 Sick Leave

- 5.1.1 Administrators shall be credited eighteen (18) days of sick leave each year.
- 5.1.2 Administrators 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 (1½) days per month at the administrator's full per diem rate.

- 5.1.3 Unused sick leave shall be cumulative to three hundred fifteen (315) days.
- 5.1.4 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.
- 5.1.5 Returning administrators 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.
- 5.1.6 Administrators 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.
- 5.1.7 New administrators 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.
- 5.1.8 Unit members will receive eighty dollars (\$80) per day up to a maximum of two hundred (200) days, for each day of accumulated sick leave as of the completion of the last year of service. In addition, for Unit members who have accrued more than two hundred (200) days of unused sick leave, such Unit member may receive two thousand five hundred dollars (\$2,500) for additional blocks of fifty (50) days to a maximum of 2 (two) blocks or one hundred (100 days) for a maximum unused sick leave retirement benefit of three hundred (300) days. In order to qualify for these benefits, the Unit member must:
- a. submit a letter of resignation for the purpose of retirement no later than February 1 of the last year of service; and
 - b. have completed no less than twelve (12) years of District service by the end of the last year of service, or no less than six (6) years of District service as an administrator; and
 - c. be age-eligible for benefits in accordance with the requirements of the New York State Teachers' Retirement System and be intending to retire under that system.

5.2 Sick Leave Bank

- 5.2.1 Administrators may voluntarily contribute, in writing on an approved form, a maximum of two (2) days per administrator per school year to a sick leave bank providing such bank does not exceed eighty (80) days total accumulation at any given time.
- 5.2.2 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. 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.
- 5.2.3 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.

5.3 Personal Leave

- 5.3.1 Personal leave will be earned during the period of July 1 to June 30 not to exceed seven (7) days per year. Personal leave must be taken in one-half (½) day multiples
- 5.3.2 Personal leave will be credited in full, i.e. seven (7) days at the beginning of the fiscal year (July 1 – June 30). Personal leave will not be cumulative from year to year.

- 5.3.3 Administrators 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 rate of one and one-half days per month at the administrator's full per diem rate.
- 5.3.4 Unused personal leave will be credited to the administrator's sick leave accumulation providing the total sick leave accumulation does not exceed three hundred fifteen (315) days.
- 5.3.5 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 administrator's accumulated sick leave.
- 5.3.6 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, will such leave be granted without such prior application. Personal leave shall refer to the following:
- a. 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;
 - b. Legal business and/or court action;
 - c. Serious illness in the immediate family defined as immediate household;
 - d. Religious holidays;
 - e. 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 administrator, an oral explanation must be given to the Superintendent or his designee; or
 - f. Other which may be used for emergency personal business for which no reason need be given.

5.4 Jury Duty

- 5.4.1 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 District. The period of jury duty shall be verified by a jury duty voucher.

5.5 Leaves of Absence

- 5.5.1 An administrator 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.
- 5.5.2 Upon approval by the Superintendent, leaves of absence without pay may be granted to an administrator for a period not to exceed one (1) year for professional improvement, travel, or other approved reasons. Upon approval by the Superintendent, such leave may be extended for one (1) additional year.
- 5.5.3 An administrator 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
- 5.5.4 Should such notification not be received by the Superintendent or his designee, employment will be considered terminated. The District reserves the right to require an administrator 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.

5.6 Parental Leave

5.6.1 Parental leave will be granted to an administrator 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 (2) 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. An administrator on parental leave must notify the District by February 1 whether he/she will resume duty at the beginning of the second semester.

**ARTICLE 6
COMPENSATION**

6.1 Compensation

6.1.1 As a one-time adjustment, in compensation for the elimination of the in-service credit differential, for the 2008-09 school year, the current amount of in-service credit will be added to the base salary of all administrators.

6.1.2 As a one-time adjustment in compensation for the elimination of the annual supervisory differential, for the 2008-09 school year, the current amount of the supervisory differential will be added to the base salary of each administrator.

- July 1, 2008: Add 3.85% to the 2007-08 Base Salary
- July 1, 2009: Add 3.85% to the 2008-09 Base Salary
- July 1, 2010: Add 3.85% to the 2009-10 Base Salary
- July 1, 2011: Add 3.85% to the 2010-11 Base Salary

6.2 Longevity Steps

6.2.1 Each eligible administrator shall receive the following differential added to their annual salary based on the completion of years of service as an administrator, in accordance with the following schedule:

Longevity Steps	2008-09	2009-10	2010-11	2011-12
5 years as an Administrator	\$2,500	\$2,500	\$2,750	\$2,750
10 years as an Administrator	\$2,750	\$2,750	\$3,000	\$3,000
15 years as an Administrator	\$3,250	\$3,250	\$3,500	\$3,500

6.2.2 The District reserves the right to prorate all or any part of an Administrator's salary who does not serve the complete service year.

6.3 Tenure Differential

6.3.1 For the 2008-09 school year, any unit member who heretofore received tenure as an administrator, shall receive a tenure differential of one thousand dollars (\$1,000). For the 2009-10 school year, an additional differential of one thousand dollars (\$1,000) shall be received by these unit members. The tenure differential shall not be added to the administrator's base salary for annual salary increment purposes.

6.3.2 Effective July 1, 2009, each administrator following the awarding of tenure, shall receive a tenure differential of two thousand dollars (\$2,000). The tenure differential shall be implemented at the beginning of the fiscal year on July 1 or the date that tenure becomes effective.

6.3.3 In the event that the effective date is during a fiscal year, the tenure differential shall be prorated for the balance of the fiscal year. The tenure differential shall not be added to the administrator's base salary for annual salary increment purposes.

6.4 Supplemental Compensation

6.4.1 There shall be a provision for an administrator to be eligible to receive supplemental compensation for professional responsibilities significantly above normal expectations and/or resulting in a significant change in job scope since the date of the supervisor's initial hiring. Some changes may include:

- NYS mandates;
- restructuring of the supervisors job description;
- changes in the program or curriculum; and/or
- the addition of new responsibilities.

6.4.2 The administrator should discuss the need for additional time or compensation with his/her building principal and then meet with the assistant superintendent of instruction prior to May 15th. Upon approval by the assistant superintendent of instruction, the request will be submitted to the Superintendent for his/her approval. It is understood that such professional responsibilities may not be known prior to May 15th in a given school year. The request for additional compensation shall include a statement of need, a description of activities, and anticipated outcomes. Upon approval, negotiations will be reopened between the District and the administrator. The administrator will have representations from the bargaining unit to help facilitate the discussion. Compensation requested could include a yearly differential for new responsibilities, additional time for vacation, or one time stipends for unique situations.

6.5 Tax Sheltered Annuities

6.5.1 Administrators may participate in the tax sheltered program. The cost of administering the program shall be borne by the District.

6.6 Payroll Procedure

6.6.1 All administrators shall be paid on a twelve month basis with payroll checks distributed on alternate Fridays.

6.6.2 At their option, administrators 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 administrator's account in the credit union on a bi-weekly basis.

6.6.3 Effective July 1, 2008, each administrator will be required to have his/her paycheck directly deposited into a financial institution of the administrator's choice.

6.7 Employer Non-Elective Contribution to 403(b) Plan

6.7.1 Payment will be made in accordance with the provisions of the Memorandum of Agreement for Employer Non-Elective Contribution to the 403(b) Plan as noted in Appendix.

6.8 Mileage Expenses

6.8.1 Mileage expenses incurred going to and from approved professional conferences, workshops, meetings, and other approved mileage shall be compensated at the approved Board of Education mileage rate. Claims for reimbursement must be submitted by June 30 prior to the end of the fiscal year in which the expenses were incurred. (July 1-June 30)

6.9 Dues Deduction

- 6.9.1 The District agrees to deduct from the pay of administrators' dues for the Association, as individually and voluntarily authorized, and to transmit such dues to the Association. Authorizations for dues deduction will be in writing, executed by the individual Administrator, in the form required by law.
- 6.9.2 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.
- 6.9.3 Dues deductions will be made in twenty (20) equal, consecutive installments during the school year, beginning with the second pay period in September. 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.
- 6.9.4 No later than November 1st of each year, the District will provide the Association with a list of those administrators 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.
- 6.9.5 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 administrators represented by the Association unless another organization is lawfully recognized.

6.10 Service Recognition

- 6.10.1 A service recognition payment equal to one-fourth (1/4) of an administrator's final year total annual salary shall be granted to an administrator who meets the following conditions at the time of retirement:
- The administrator has thirty (30) or more years of District service; OR
 - The administrator has ten (10) or more years of District service as an administrator.
- 6.10.2 The administrator must notify the superintendent in writing on or before January 1, that the administrator is retiring no later than June 30, and application for the service recognition payment is being made therein.
- 6.10.3 The service recognition payment shall be paid over an administrator's remaining pays between the date of the approval of an administrator's retirement by the Board of Education and the date of an administrator's retirement.
- 6.10.4 To be eligible for this service recognition payment as well as the payment for unused sick leave as provided for in Article 5.1.8 of this Agreement, an employee must be eligible for benefits in accordance with the requirements of a New York State Teachers' Retirement System, be intending to retire under that system and be in good standing with the District at the time of retirement.
- 6.10.5 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 Section 3020-a Education Law proceeding which resulted in the hearing officer rendering a determination that terminates the employee's employment with the District.

ARTICLE 7 INSURANCE

7.1 Health Insurance

- 7.1.1 The District will pay 80% of the total premium cost of individual, two-person or family plan coverage for those Administrators who elect to participate in the plan
- 7.1.2 A labor-management committee consisting of representatives appointed by the Superintendent and the authorized representative of the unit shall meet to review and evaluate District health insurance plans and benefit levels. Modifications to District health insurance plans and benefit levels shall require mutual agreement of the labor-management committee and approval by the Board of Education prior to implementation. In the event mutual agreement is not reached by the committee, or in the absence of Board approval, the District and the unit each reserves the right to collectively negotiate the matter(s).
- 7.1.3 Administrators 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. Such health insurance will be provided conditional on the following eligibility criteria, the administrator shall:
- a. have completed no less than twelve (12) years of District service; and
 - b. have been a member of the plan throughout the last year of service; and
 - c. must be age-eligible to retire with the NYS Teachers' Retirement System.
- 7.1.4 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.
- 7.1.5 All other administrators 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 and full cost to the retiree.

7.2 Flexible Spending Plan

- 7.2.1 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.

7.3 Life Insurance

- 7.3.1 The District shall purchase a level term life insurance policy for each member of this unit. The policy shall be in the amount of \$100,000.

ARTICLE 8 EVALUATION

- 8.1 Each administrator will be evaluated at least one annually by the Assistant Superintendent of Instruction with input from the building principal(s) except for the Director of Health, Physical Education, and Interscholastic Athletics who will be evaluated by the Superintendent with input from the building principal(s).

**ARTICLE 9
PROFESSIONAL IMPROVEMENT**

9.1 Professional Conference Attendance

- 9.1.1 Each administrator shall be provided one thousand dollars (\$1,000) each year thereafter for professional conference attendance. Such amount will be subject to the approval by the Board of Education to provide such funds.
- 9.1.2 Each administrator 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.
- 9.1.3 Remuneration for conference expenses, or expenses of administrators on other approved travel, shall be made only after submission by the administrator to the Superintendent or his designee of a "travel expense record" with required vouchers and attached claim form.

9.2 Professional Improvement

- 9.2.1 The District may provide training for administrators 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.
- 9.2.2 Mileage shall be provided in accordance with the approved Board of Education rate for travel to training which is conducted outside the school district. Mileage shall be computed from the school building in which the administrator has teaching responsibilities to the training site and return.
- 9.2.3 The District agrees to include funds in the budget of the assistant superintendent for Instruction so that administrators 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 assistant superintendent for instruction. Such amount will be subject to approval by the Board of Education to provide such funds.
- 9.2.4 The District will reimburse administrators for tuition for college level courses so long as the administrator receives the prior approval of the Superintendent or his/her designee. Such reimbursement shall not exceed the tuition rate of the State University of New York. Following successful completion of the course(s), for reimbursement the administrator shall forward a claim form with an official transcript and an original receipt of payment to the Office of Human Resources.

**ARTICLE 10
GRIEVANCE PROCEDURES**

10.1 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.

10.1.2 Definitions

- 1. **Grievance** shall mean any alleged violation of the application, meaning, or interpretation of this agreement.
- 2. **Administrator** shall mean any person covered by this agreement.
- 3. **Days** shall mean pupil attendance days.

4. **Aggrieved Party** shall mean the Instructional Administrator or group of administrators who submit a grievance or on whose behalf it is submitted by the Association.
5. **Party in Interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
6. **Grievance Committee** shall mean that committee created and constituted by the Instructional Administrators' Unit of the Guilderland Central School District.
7. **Hearing Officer** shall mean any individual or individuals charged with the duty of rendering decisions at any stage of the grievance procedure.
8. **Arbitrator** shall be a qualified individual selected from the panel submitted by the American Arbitration Association.

10.1.3 General Considerations

1. 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.
2. If a grievance affects more than one administrator, and such administrators 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.
3. 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.
4. 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 therefore. Each decision shall be promptly transmitted to the aggrieved party and/or the aggrieved party's representative.
5. 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. 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.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7. Nothing contained herein will be construed as limiting the right of any Administrator 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.
8. If any provision of this grievance procedure or any application thereof to any administrator or group of administrators 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.
9. 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.
10. 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.
11. The time limits specified in this procedure for either party may be extended only by mutual consent.
12. 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 administrator knows or should have known of the act or condition on which the grievance is based.
13. 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.
14. 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.
15. 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.
16. 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.

10.1.4 Presentation
Stage 1

- a. An administrator 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 administrator 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 administrator shall, within two (2) days, present the grievance to the Association Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the administrator 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 administrator 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.
- c. Within five (5) days after receipt of the appeal, the Superintendent or his designee shall hold a hearing with the administrator and his/her representative(s), and other parties in interest deemed appropriate by the aggrieved, Superintendent, or his designee.
- d. The Superintendent or his designees shall render a decision in writing to the administrator and/or the administrator'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, reasoning, 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 in violation 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 11
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 administrator heretofore enjoyed.

**ARTICLE 12
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.

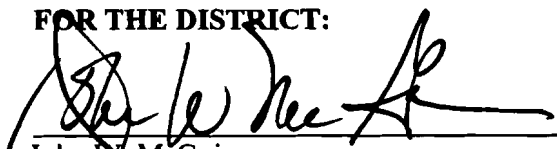
**ARTICLE 13
DURATION OF AGREEMENT**

- 13.1 This Agreement shall take effect as of July 1, 2008 and shall remain in full force and effect until June 30, 2012 and shall automatically renew itself from year to year thereafter unless either party notifies the other, in writing, on or before December 15, 2011 or any subsequent year of a desire to amend or terminate same.
- 13.2 Should either party timely notify the other of a desire to amend or terminate this Agreement as provided in Section 13.1 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.
- 13.3 Copies of this agreement shall be printed at the expense of the District and distributed to all administrators now employed by the District within two (2) weeks after its execution or ratification if that occurs later.

ARTICLE 14
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.

FOR THE DISTRICT:



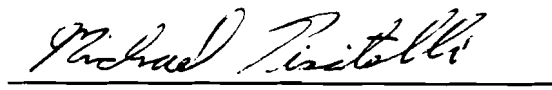
John W. McGuire
Superintendent of Schools

Date: 11/24/08

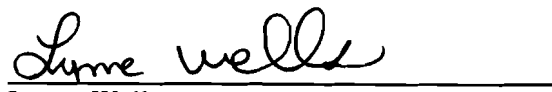
FOR THE UNIT:



Patricia Hansbury-Zeundt



Michael Piscitelli



Lynne Wells

APPENDIX A

MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT, entered into as of the 13th day of May, 2003, by and between the Guilderland Central School District ("Employer") and the Supervisory Unit of the Guilderland Central Teachers' Association (the "Association"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association as follows: Effective June 1, 2003, the Employer and Association agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

1. **No Cash Option**
No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations**
In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-Elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's

¹Explanation for TRS Categories: Under *Education Law* 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as a compensation prior to December 31 of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-Elective contribution, which is in excess of the maximum Contribution Limits of IRC 415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-Elective Contribution, which is in excess of the maximum Contribution Limits of IRC 415, is more advantageous for those members.

employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. 403(b) Accounts

Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.

4. Tier I Adjustments

Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. The employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participants Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

8. Employer Non-Elective Contribution Equal to Termination Pay

The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Non-Elective Contribution shall equal the accumulated sick leave days (Termination Pay) benefit which is specified in Article VIII, Section A of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

9. Employer Non-Elective Contribution Equal to Years of Service Award

The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with Article XIX of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

For the Employer

By: s/Robert Paquette

Dated: May 14, 2003

For the Association

By: s/Michelle Bloom

s/Susan H. Burke

Dated: May 9 2003