Agreement

By and Between

the Superintendent of Schools

South Glens Falls Central School District

and the

South Glens Falls Administrators’ Association

for the duration of

July 1, 2015 through June 30, 2018
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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT
AND
THE SOUTH GLENS FALLS ADMINISTRATORS’ ASSOCIATION

ARTICLE I
Procedures

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

B. Requirement per Taylor Law
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement.

C. Savings Clause
If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

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

E. Negotiation Procedures
Negotiations for a successor Agreement will commence upon written request of either party. Such request shall be made in the final year of the Agreement not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent, and no later than February 1. The parties will then establish a mutually agreeable meeting date following such request. At the initial meeting, the parties will exchange proposals in
writing in the contract language desired by the party presenting. All negotiations shall be held in executive session. All releases to the media shall be done jointly unless impasse is reached.

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

ARTICLE II
Grievance Procedure

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

B. Procedure

Step 1: Superintendent-Informal

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

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

Step 2: Superintendent-Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within ten (10) calendar days of the meeting at Step 1. Within
ten (10) calendar days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party, or any party-in-interest, give his/her decision and reasoning.

**Step 3: Board**

1. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within fourteen (14) calendar days after the Superintendent has given his/her decision.

2. Within fourteen (14) calendar days after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be in Executive Session unless the grievant requests that it be open.

3. The Board shall give its decision, with reasoning, within seven (7) calendar days after the conclusion of the hearing.

**C. Rules of Procedures**

1. The grievant may call witnesses on his/her own behalf and the Board will make available such witnesses who are in the employ of the Board.

2. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the Administration against the grievant, any party-in-interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. The grievant may choose whomever he/she wishes to represent him/her at any step.

5. Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as “outside limits”, and shall be extended only by mutual written agreement.

6. Failure at any step to communicate a decision to the grievant within the time limit shall permit the lodging of any appeal at the next step of the procedure. The grievance is forfeited, if the grievant misses a time limit.
ARTICLE III
Work Year and Work Day

Administrators shall be eleven-month and twelve-month employees with the work year beginning on July 1 and ending June 30. During this period, Administrators (eleven-month) will work two hundred twenty (220) days plus time for emergency situations, as requested by the Superintendent. Administrators (twelve-month) will work two hundred forty (240) days plus time for emergency situations, as requested by the Superintendent.

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

Administrators are expected to work all snow/emergency days when conditions allow for safe travel.

The Association will have administrative representation at each level (elementary, secondary, district) at Board meetings, workshops, district committees, and events at the request of the Superintendent. All administrators will attend regularly scheduled Board of Education Meetings when requested by the Superintendent.

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

From July 1 through June 30, twelve-month Administrators will be required to work two hundred forty (240) days, inclusive of teacher work year. Please note, the following holidays are exclusive of 20 days vacation time available to twelve-month Administrators:

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day (2 Days)
- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day

All proposed work days between July 1 and August 31 will be submitted to the Superintendent by June 1 for approval. The Superintendent will meet with the Association President each year to determine the scheduling of five (5) common work days for all Administrators during the summer recess period. If the Superintendent and Association President are unable to agree on the scheduling of these five (5) common work days by March 1st of the school year preceding the at-issue summer recess period, the Superintendent shall determine which (5) days will be common work days for all Administrators.
ARTICLE IV
Leaves

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

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

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

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

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

D. Child Care Leave
An Administrator shall be granted, upon written request to the Board, a child care leave for a period of up to one (1) school year beyond the semester in which the leave commences. The leave will be granted up to the first four (4) years after birth, adoption, or de facto custody of the child, for the purpose of caring for such child. Such request will be made, except in cases of emergency, at least thirty (30) days prior to commencement of such leave.

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

F. **Degree Advancement**
The District will pay the tuition costs of administrators for all graduate courses and Superintendent Development Academies provided that courses are beyond the CAS level, outside the normal work day and related to their administrative responsibilities as determined by the Superintendent. To receive reimbursement for courses, permission must be requested in writing from the Superintendent at least thirty (30) days before the initial class of a course and is subject to Superintendent’s approval. Reimbursement will be made upon successful completion of course with documentation. This benefit will not exceed two thousand dollars ($2,000) in a school year for an individual of five thousand dollars ($5,000) in a school year for the Unit.

G. **Jury Duty/Legal Proceedings**
Time necessary for the performance of jury duty shall be granted with pay. A member who serves on a jury shall turn over to the District moneys received for jury service, if any, except reimbursement for meals and mileage. If the member is needed for three (3) hours or less in any one day or is on-call by the court, he/she will report to work for the day or the remainder of it.

Time necessary for appearances in any legal proceeding not initiated by the employee, including subpoenas, connected with the member’s employment with the District, shall be granted with pay. If any remuneration is paid to the member for such an appearance, he/she shall turn it over to the District, except reimbursed meals and mileage. If the member is needed for three (3) hours or less in any one day or is on call by the court, he/she will report to work for the day or the remainder of it.

H. **Travel**
Any unit member required to travel between schools or from a school designated as the “home school” to any other school and return as part of his/her job requirement, shall either be furnished a school car or be paid at the IRS rate per mile for the trip and a return trip to the “home school” when this is necessary or desirable.

**ARTICLE V**

**Rights and Responsibilities**

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

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

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

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

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

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

C. **Representation Fee**
   The Board shall deduct from the payroll of all employees in the bargaining unit who are not members of the Association, a representation fee amounting the regular dues of the Association and shall remit such fees to the Association. Nothing herein shall be construed as forcing or inducing anyone to become an Association member.

   The Association agrees to hold the Board save harmless from any and all damages and liabilities which may arise as a result of the dues collection from staff members who are not Association members.

D. **Recruiting and Hiring**
   1. The hiring of all school personnel shall be the responsibility of the Superintendent of Schools in conformance with the law.

   2. Recruiting and hiring of managers and administrators shall continue to be a cooperative effort between the Superintendent and the Association. The Superintendent shall notify the Association president of the candidates and consult with the Association for input on candidates prior to making any recommendation to the Board.
3. All managerial and administrative vacancies shall be publicized and posted in the main office of each building at least ten (10) work days before the vacancy is filled. Further, the President of the Association shall receive copies of all vacancy notices at least ten (10) work days before the vacancy is filled.

4. All qualified candidates within the Association shall be permitted to file a written application within the time limits specified and must be interviewed for the position before the position is filled. The Superintendent shall have the right to fill the vacancies on an interim basis pending receipt of all applications during the ten (10) day period.

ARTICLE VI
Working Conditions

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

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

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

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

C. Personal Property
Unit members will be reimbursed for personal property damage that occurs on school grounds or as related to their duties and responsibilities in the amount not covered by personal insurance and will include insurance deductibles. The district shall reimburse association members for the reasonable cost of replacing or repairing dentures, eyeglasses, contact lenses, hearing aids, etc., and any clothing or other personal property damaged or destroyed while the association member was disciplining or restraining a student or students in the scope of their employment and/or otherwise acting in the scope of their employment. The amount to be reimbursed, with supporting documentation, will not exceed $100.
ARTICLE VII
Retirement Options

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

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

| Eligibility to retire under New York State Teacher’s Retirement System with Benefits | Longevity Increment - $3,000 |

A negotiating unit member electing this option must apply for the increment prior to September 1 of the school year in which the increment will take effect.

B. Application of Accrued Sick Leave for Health Insurance
Selection of this option will entitle the bargaining unit member to apply unused accrued sick leave at the time of retirement toward fully-paid health insurance in accordance with the following provisions:

1. Each three-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one (1) month of fully-paid health insurance (maximum entitlement: 120 months). For the purpose of this article only, an employee may accrue three hundred sixty (360) sick days. However, such an accrual shall not alter the maximum number of accumulated personal illness leave days in Article IV, Section 1, herein. Said entitlement will terminate when the bargaining unit member reaches his/her Medicare eligibility for full benefits birthday.

2. This measure shall equally applicable to individual, two-member and family health insurance coverage.

3. To qualify for this option, the negotiating unit member must meet the minimum age requirements stipulated in Part A of this Article as of the beginning of the school year in which he/she will retire.

4. The surviving dependent(s) of a retiree shall be eligible to retain such benefit for the period of the retiree’s entitlement, provided such person (2) was initially included in the two-member or family coverage.

5. Upon expiration of the entitlement eligibility period for fully-paid health insurance, the retiree will be required to begin regular co-payment participation if he/she is to retain health insurance coverage through the School District.
6. This measure will be applicable only to health insurance coverage and will not apply to dental insurance.

ARTICLE VIII
Health Insurance

A. The bargaining unit shall enjoy the same health plan with applicable agreements that the Teachers’ Association maintains. If during the three-year contract, the teachers’ health plan or any of the applicable agreements are changed, it is the understanding that the administrative unit shall make the same changes automatically without a required ratification vote. This is exclusive of the retirement incentive program applicable to the professional staff.

B. Unit members will be provided with enrollment in a Flexible Benefits Program (IRC 125) which will provide for a payroll deduction of pre-taxed dollars for payments towards Health Insurance Premium Co-Payments. For those members electing to participate in the WSWHE BOCES Health Insurance Consortium plans, the District will pay eighty-two percent (82%) of the cost of the WSWHE Counties Health Insurance Consortium Alternate PPO plan for individual, two-person and family membership.

C. The Association agrees to reduce the district cost of health insurance through the use of buyouts. The district agrees to pay each member who chooses the buyout rather than health insurance the amount of $4,100 annually to each member who chooses the buyout.

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

ARTICLE IX
Compensation and Dues Deduction

Compensation

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

<table>
<thead>
<tr>
<th>Year</th>
<th>2015-2016</th>
<th>2016-2017</th>
<th>2017-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase</td>
<td>$2,700</td>
<td>2.75%</td>
<td>2.75%</td>
</tr>
</tbody>
</table>

B. Beginning July 1, 2015, eleven (11) month Administrators shall be required to work an additional five (5) days during the summer recess period. Accordingly, the base salaries for all eleven (11) month Administrators required to work these additional five (5) days shall be increased by $1,250.00 on July 1, 2015. Thereafter, the eleven (11) month Administrators will receive the salary increases set forth in the chart above.
Beginning July 1, 2015, twelve (12) month Administrators shall have the option of selling back up to five (5) days of unused vacation days per year at $250 per day. Such payment will be made to each twelve month Administrator upon written request to the Superintendent by June 1st for payment by June 30th of each school year.

C. Longevity Payments: Longevity will be added to base salary after completion of:
   4 Years - $ 600
   9 Years - $ 900
   14 Years - $1,200

*Dues Deduction*

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

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

*Professional Organization Membership*

The district agrees to pay dues for three (3) professional organizations for all unit members. These organizations may include but are not limited to ASCD, NAESP, and NASSP. Maximum membership dues of $750 per year for each unit member.

Administrator dues for School Administrators Association of New York State (SAANYS) (or other comparable organizations) will be paid for by the administrator and will not be included in this Agreement.

**ARTICLE X**

**Salaries**

1. The Administrative unit agrees to a three-year contract. The duration shall be from July 1, 2015 through June 30, 2018.

2. The Administrative unit’s base salary for those administrators who are employed by the district as of July 1, 2015 over the three-year period of this contract shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSE/CPSE Chairperson</td>
<td>$70,200</td>
</tr>
<tr>
<td>Assistant Principal - 11 Month</td>
<td>$72,700</td>
</tr>
<tr>
<td>Director of Physical Education, Health &amp; Athletics - 12 Month</td>
<td>$72,159</td>
</tr>
<tr>
<td>Elementary Principal - 11 Month</td>
<td>$77,300</td>
</tr>
<tr>
<td>Middle School Principal - 11 Month</td>
<td>$79,800</td>
</tr>
<tr>
<td>Senior High School Principal - 12 Month</td>
<td>$88,305</td>
</tr>
<tr>
<td>District Data Collector - Chief Information Officer</td>
<td>$70,000</td>
</tr>
</tbody>
</table>
3. The Superintendent of Schools shall establish a starting salary for any Administrator not covered by the same language. Subsequent review for that Administrator shall be based on the same salary adjustment for the unit members in the remaining years of this agreement.

**ARTICLE XI**

**Duration**

The provisions of this agreement shall be effective as of July 1, 2015 and shall continue and remain in full force and effect until June 30, 2018.

In witness thereof, the parties have hereunto set their hands and seals this 14th day of October, 2015.

**FOR THE DISTRICT**  
William J. Elder  
President – Board of Education

**FOR THE SGFAA**

Michael N. Patton  
Superintendent of Schools

Joseph Palmer  
President - SGFAA

Date: 10/14/15

Date: 10/14/15

Date: 10/14/15