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#### **Contract Database Metadata Elements**

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Sweet Home Central School District  
And Sweet Home  
Administrators/Supervisors

614  
18890  
SD  
AD1

**SWEET HOME CENTRAL SCHOOL DISTRICT**

**SWEET HOME  
ADMINISTRATORS'/SUPERVISORS' ASSOCIATION**

**CONTRACTUAL AGREEMENT**

1997 - 1998

1998 - 1999

1999 - 2000

2000 - 2001

2001 - 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

SEP 18 2000

EXECUTIVE DIRECTOR

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## PREAMBLE

The Sweet Home Central School District and the Sweet Home Administrators' and Supervisors' Association (hereafter called the District and the Association) recognize the joint responsibility and concern each has in maintaining the highest possible quality of education.

The District and the Association further recognize the responsibilities and obligations which they not only have to the students and to the communities of the Sweet Home Central School District, but the responsibilities which they have to each other.

It is, therefore, the nature of this agreement that this common bond which has long existed, be formalized pursuant to Article 14 of the Civil Service Law whereby the District has a statutory obligation to negotiate with the Association with respect to hours, wages, terms and conditions of employment.

It is also recognized that because the District and Association represent a public trust, that deliberations be appropriate to district resources, and that consistent with that trust, deliberations be carried out based upon the highest form of cooperation, mutual trust and respect, professional dedication, and the absolute dignity of all parties herein involved.

In entering into this agreement, the Association shall recognize the District as the final authority in the establishment of all school district policies - that the District cannot reduce, negotiate or delegate this function which is its legal responsibility.

In the same spirit, the District recognizes the vital function of the Association and enters into this contract pledged to discuss all pertinent issues in good faith as a fair and free means of resolving issues of concern, appropriate to common goals.

## **ARTICLE I**

### **PROFESSIONAL NEGOTIATIONS AND RECOGNITION AGREEMENT**

#### **A - RECOGNITION OF EMPLOYEE UNIT**

1. The Sweet Home District, having determined that the Sweet Home Administrators' and Supervisors' Association is supported by a majority of the employees in a unit composed of all full time employees having formal and recognized administrative and supervisory responsibilities, hereby recognizes the Sweet Home Administrators' and Supervisors' Association as the exclusive negotiating agent for the employees of such unit.
2. Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee. Both the District and the Association recognize that nonmembers of the Association shall have the right to present to the District and Association in written form for consideration, requests or recommendations regarding matters of mutual concern.
3. Recognition shall extend to the expiration of this agreement.
4. The District agrees not to negotiate with any other organization other than the Association for the duration of this agreement.

#### **B - DUES DEDUCTION**

1. The District will deduct from the salary of any employee of the unit who so authorizes, individually and voluntarily in writing, Association dues, and will transmit the monies promptly to the Association or their official designee.
2. Authorizations shall be in a form that meets the requirements of the payroll office.
3. Employees will itemize the specific deduction amount(s) authorized by the employee on the back of the Payroll Deduction Authorization Card. This practice shall take precedent over language included on the card itself.
4. Deductions shall be made in equal, biweekly installments.

## **C - NEGOTIATION PROCEDURES**

The District and the Association agree to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information and otherwise constructively considering and resolving matters of mutual concern. Procedures to be followed in these discussions are listed below:

1. Participants will enter into good faith negotiation sessions no later than January first of the year in which collective bargaining is called for.
2. Each group will enter into negotiations with delegated authority to offer proposals, counterproposals and to reach tentative compromises.
3. Following the first meeting, the time and place of each subsequent session will be fixed at the previous session and can be changed thereafter only by mutual consent of the chief negotiators.
4. Either team may request a suspension of the meeting for the purpose of a caucus, at any time.
5. Minutes of all meetings will be first summarized at the end of each session before the session is closed. Such minutes will be later reduced to writing by the District and shall include the signatures of both chief negotiators denoting approval. Minutes will be distributed to all team members for their own confidential use.
6. Items agreed upon during negotiations will not become finalized until all such items under negotiations have been agreed upon and found acceptable by both negotiating groups.
7. Agenda for negotiation sessions, which may include new and/or hold-over items, will be decided upon by mutual consent of the chief negotiators.
8. Each team may bring in any auxiliary personnel that may be required for consultation, but such consultants shall have no direct vote in the negotiations unless mutually agreed upon by both teams.
9. An impasse may not be declared by either party until attempts are made to resolve all proposals exchanged between the two parties.

## **D - CONFORMITY TO LAW CLAUSE**

1. If any provision of this Agreement is or shall at any time be contrary to law, the such provision shall not be applicable, or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to negotiation.

2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

### **E - IMPASSE AGREEMENT**

Whereas the District and the Association agree to enter into good faith negotiations, the following impasse procedures are herewith agreed to:

1. If such an agreement is not concluded by sixty (60) days prior to budget submission date, either party may declare that an impasse exists and may request the New York State PERB to assist the parties to reach agreement pursuant to the provisions of Section 209 of the Civil Service Law.

### **F - INTERIM AMENDMENT CLAUSE**

Any addition, change or deletion to this agreement during this period shall be possible only through the mutual consent of both parties. The decision of one party not to grant the request of the other to consider an addition, change or deletion shall be honored and cannot be subject to impasse or grievance procedures.



**ARTICLE II**

**ADMINISTRATORS'/SUPERVISORS' BENEFITS**

**A - ADMINISTRATORS - Definition**

For the purpose of this section, Administrators shall be defined as having the following position titles:

- Principal
- Assistant Principal
- Coordinator of Special Education
- Director of Athletics, Health, and Physical Education
- Assistant Business Manager/Coordinator of Federal Funds
- Coordinator of Staff Development

**B - SUPERVISORS - Definition**

For the purpose of this section, Supervisors and Assistant Supervisors shall be defined as having the following position titles:

- Supervisor of Buildings and Grounds
- Supervisor of Transportation
- Supervisor of Food Service
- Systems Engineer

**C - ADMINISTRATORS/SUPERVISORS - Benefits**

The following benefits shall be made available to all Administrators and Supervisors:

1. HOSPITALIZATION AND MEDICAL INSURANCE

The Sweet Home School District will provide to SHASA members a fully paid, individual or family medical plan. Members may select from the following plans:

Provider	Plan
Community Blue	30107
Independent Health	Gold - 11980
Health Care Plan	15012102

The plans will include the following benefits:

- \$1.00 Prescription Co-Pay
- Dependent coverage to age 25

The Sweet Home School district will credit the cost of the above plans for an Administrator who wishes to purchase different coverage. The Administrator is responsible to pay the difference should the amount exceed the cost of one of the above plans.

2. VISION

The Sweet Home School district will provide a self funded vision plan at no cost to SHASA members.

**VISION COVERAGE**  
**(Coverage Year is July 1 - June 30)**

<b>Service</b>	<b>Reimbursement</b>
Eye Examination	\$ 20.00
Single Vision Glasses w/Frames	\$ 50.00
Bifocal Lenses w/Frames	\$ 75.00
Trifocal Lenses w/Frames	\$100.00
Hard or Soft Contact Lenses	\$100.00
<b>Maximum Reimbursement Per Year Per Dependent</b>	<b>\$120.00</b>

- You may choose any Optometrist or Ophthalmologist
- One exam per year
- One set of lenses per year (Contacts or Glasses, NOT BOTH)
- One frame every two years

3. 105H Plan

All SHASA members will be enrolled in a 105H Plan with an annual district contribution of \$450. Medical /Dental bills can be forwarded to the 105H administrator for payment from this fund. Balances remaining in this account as of June 30 are carried forward into the next fiscal year.

4. Declining Medical Insurance

A SHASA member who declines the Medical Insurance will receive a \$1,000 annual payment. This payment will be made in December.

5. CHILD REARING LEAVE

Both male and female administrators/supervisors shall, on application to the board, be allowed an unpaid leave for child rearing for a period of up to four (4) semesters next following the commencement of the leave. Such leave shall commence and conclude upon mutual agreement of the employee and the board, and the board shall adopt programs and policies to implement the above and agrees that such programs and policies shall satisfy all applicable legal requirements. The board agrees to indemnify and hold the Association harmless against any award arising out of a claim made after the effective date of this agreement it may suffer as a defendant or a respondent in any legal proceeding by reason of the board's failure to hereafter satisfy such legal requirements.

6. MILITARY LEAVE

Under Military Law (243), administrators/supervisors are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after termination of such military duty provided application is made for reinstatement within ninety (90) days of termination of such military duty. This entitlement applies to administrators whether on probation, on tenure or under contract. Such employee may be reinstated within one (1) year at the discretion of the Board of Education.

Military duty shall be defined in accordance with Section 243 of the Military Law of New York State. All rights and entitlements accruing to administrators under section 243 of the Military Law are affirmed in this contract.

7. GROUP LIFE INSURANCE

All personnel represented will receive a \$100,000.00 life insurance policy with accidental death and dismemberment and physical incapacity coverage.

8. JURY DUTY

Any administrator or supervisor called for jury duty shall be granted a leave of absence with full pay, for the duration of such jury assignment. Moneys received for jury duty are retained by the employee.

Jury duty days may be subject to proof as called for by the Superintendent of Schools or his designee.

9. LONG TERM DISABILITY INSURANCE

- a. The district shall pay disability income as herein provided in the event of disability arising from an illness or accident provided such disability entitles the employee to disability benefits under the Social Security laws of the United States.
- b. Benefits shall begin 180 calendar days following the beginning of the disability and shall continue until rehabilitation occurs, subject to the following conditions and limitations:
  - (1) The District shall be provided with:
    - (a) statement of Social Security disability benefits
    - (b) a statement of New York State Teachers' Retirement System benefits
  - (2) Eligibility for benefits under this clause commences after completion of one year of service in the current appointment of the Sweet Home Central School District. The benefit will be payable for a maximum time period equivalent to two and one-half (2.5) years plus the equivalent of total complete years of Sweet Home employment.
  - (3) Maximum age to receive benefits under this clause shall be age 65.
- c. (1) The benefit shall be 70% of annual salary up to \$1,700.00 a month for 12 months, less the amounts received from the Social Security System and the New York State Teachers' Retirement System. For purposes of this computation, the annual salary shall be defined as the yearly salary at the onset of the disability.
  - (2) The initial district disability income benefit shall be reduced by the sum of the amounts to be received by the employee and his dependents from the Social Security Administration and the New York State Teachers' Retirement System as a result of the employee's disability.
  - (3) Once the district benefit level is established, it shall continue unchanged for the duration of the disability as defined herein.

10. DEATH IN IMMEDIATE FAMILY

This leave shall be for up to five (5) workdays and must be taken within nine (9) calendar days of the date of the death. The calculation of the nine calendar days will start with and include the day immediately following the death of a member of the immediate family. The immediate family will be defined as:

- (1) Spouse
- (2) Employee's or Spouse's
  - (aa) Children
  - (bb) Father
  - (cc) Mother
  - (dd) Grandparents
  - (ee) Sister
  - (ff) Brother
  - (gg) Grandchildren
  - (hh) Sister's spouse
  - (ii) Brother's spouse
- (3) Individuals personally residing in the employee's home.
- (4) Individuals for whom the employee or spouse is responsible.

The Superintendent or his designee may extend this leave upon request.

11. NON-RESIDENT EMPLOYEE TUITION WAIVER

Pursuant to and subject to the limitations of Board of Education Policy #5112-A, the natural or adopted children of Sweet Home administrative or supervisory employee's or spouse's children shall be entitled to attend Sweet Home schools with the waiver of that policy's provision regarding payment of tuition. Decisions regarding student placement shall be the prerogative of the District.

12. SICK LEAVE

Administrators/supervisors may now accumulate a maximum of 250 sick leave days. The maximum number of days may not exceed 250. However, it shall be presumed that any member having 250 days as of June 30 of a given year shall be awarded an additional 18 days and unused personal days on July 1 of the next year. At the end of that year, if less than 18 sick days are used, the total reverts to the 250 amount as of June 30 of that year.

New employees hired after July 1, 1988, would be granted a total of 54 sick leave days from which to draw. At the end of three years the total of sick leave days remaining shall serve as the base for accrual of sick leave days. Sick leave days will be granted at the rate of 18 per year. Any Sweet Home teacher or former Sweet Home teacher appointed to an administrative position will be awarded all sick leave days accrued while employed as a teacher.

13. SICK LEAVE CONVERSION AT RETIREMENT

Any administrator or supervisor with a minimum of 10 years of service in the district and eligible to begin receiving retirement benefits from the New York State Teachers' Retirement System or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$7500. Conversion of unused sick leave shall be at the rate of \$30 per day.

The conversion benefit shall be payable in a lump sum payment after tax withholding within one week of the employee's retirement date.

14. PERSONAL LEAVE

- a. Personnel shall be granted two (2) personal leave days per year on written notice without a reason given to the superintendent. Unless an emergency exists, in which case leave is recognized immediately, notice shall be given three (3) school days in advance.
- b. Personal leave on the school day immediately preceding or following regularly scheduled school holidays shall require a reason. This request shall be submitted in writing at least four (4) school days in advance. In case of an emergency affecting one of these days, a belated request for personal leave will be considered. The Superintendent of Schools or his designee has the right to reject such personal leave day requests if it does not conform to the following standard:

"Personal leave is intended to offer professional personnel the opportunity to conduct official legal and/or personal business which cannot be scheduled outside of school hours."

- c. Unused personal leave days will be credited to accumulated sick leave at the beginning of the individual's next school year.

15. PROFESSIONAL ASSOCIATION MEMBERSHIP

Professional Association Membership - The District agrees to allocate \$200 annually for each SHASA unit member to use for membership in professional organizations. All memberships are subject to approval by the superintendent of schools. These funds may not be used for SAANYS.

16. CAFETERIA PLAN

The District and the Association agree to provide the options of a cafeteria plan under Section 125 of the Internal Revenue Code to the members of SHASA. The plan will be administered by a third party selected by the Teacher's Association and the District. The administrative cost shall be the responsibility of the District. The provider will be selected by mutual agreement. Options available shall be determined between the parties. The plan for use of unspent funds shall be determined between the parties prior to implementation of the program. The maximum to be sheltered for unreimbursed medical expense shall be \$2,500. The Flexible Spending Account Plan Year begins September 1 and ends August 31. Those people participating will have the predetermined amount deducted in equal amounts for 26 pays beginning the first pay in September. Any balance remaining shall be applied to reduce the administrative cost in the next year.

**D - ADMINISTRATIVE/SUPERVISOR SALARIES**  
1997 - 1998, 1998 - 1999, 1999 - 2000, 2000 - 2001, 2001 - 2002

1. SALARY

In the years following an Administrator/Supervisor reaching Step 10 the annual salary increase will be \$2,100.

Schedules = Page 10 a

# SWEET HOME ADMINISTRATORS & SUPERVISORS

## SALARY SCHEDULE

3/18/99

<b>HIGH SCHOOL PRINCIPAL</b>					
STEP	1997-98	1998-99	1999-00	2000-01	2001-02
1	\$ 72,515	\$ 73,965	\$ 75,444	\$ 76,953	\$ 78,492
2	\$ 73,693	\$ 75,115	\$ 76,565	\$ 78,044	\$ 79,553
3	\$ 75,453	\$ 76,293	\$ 77,715	\$ 79,165	\$ 80,644
4	\$ 76,614	\$ 78,053	\$ 78,893	\$ 80,315	\$ 81,765
5	\$ 78,084	\$ 79,214	\$ 80,653	\$ 81,493	\$ 82,915
6	\$ 79,538	\$ 80,684	\$ 81,814	\$ 83,253	\$ 84,093
7	\$ 80,997	\$ 82,138	\$ 83,284	\$ 84,414	\$ 85,853
8	\$ 82,459	\$ 83,597	\$ 84,738	\$ 85,884	\$ 87,014
9	\$ 83,921	\$ 85,059	\$ 86,197	\$ 87,338	\$ 88,484
10	\$ 85,384	\$ 86,521	\$ 87,659	\$ 88,797	\$ 89,938

After reaching Step 10 - Dollar Amount added each year is \$2,100.

<b>MIDDLE SCHOOL PRINCIPAL, COOR.SPEC.ED</b>					
STEP	1997-98	1998-99	1999-00	2000-01	2001-02
1	\$ 70,267	\$ 71,672	\$ 73,106	\$ 74,568	\$ 76,059
2	\$ 71,489	\$ 72,867	\$ 74,272	\$ 75,706	\$ 77,168
3	\$ 72,846	\$ 74,089	\$ 75,467	\$ 76,872	\$ 78,306
4	\$ 74,204	\$ 75,446	\$ 76,689	\$ 78,067	\$ 79,472
5	\$ 75,760	\$ 76,804	\$ 78,046	\$ 79,289	\$ 80,667
6	\$ 76,919	\$ 78,360	\$ 79,404	\$ 80,646	\$ 81,889
7	\$ 78,478	\$ 79,519	\$ 80,960	\$ 82,004	\$ 83,246
8	\$ 79,364	\$ 81,078	\$ 82,119	\$ 83,560	\$ 84,604
9	\$ 80,992	\$ 81,964	\$ 83,678	\$ 84,719	\$ 86,160
10	\$ 82,351	\$ 83,592	\$ 84,564	\$ 86,278	\$ 87,319

After reaching Step 10 - Dollar Amount added each year is \$2,100.

<b>ELEMENTARY PRINCIPAL ASSISSTANT BUSINESS ADMINISTRATOR</b>					
STEP	1997-98	1998-99	1999-00	2000-01	2001-02
1	\$ 69,142	\$ 70,525	\$ 71,935	\$ 73,374	\$ 74,841
2	\$ 70,386	\$ 71,742	\$ 73,125	\$ 74,535	\$ 75,974
3	\$ 71,693	\$ 72,986	\$ 74,342	\$ 75,725	\$ 77,135
4	\$ 72,997	\$ 74,293	\$ 75,586	\$ 76,942	\$ 78,325
5	\$ 74,305	\$ 75,597	\$ 76,893	\$ 78,186	\$ 79,542
6	\$ 75,611	\$ 76,905	\$ 78,197	\$ 79,493	\$ 80,786
7	\$ 76,917	\$ 78,211	\$ 79,505	\$ 80,797	\$ 82,093
8	\$ 78,200	\$ 79,517	\$ 80,811	\$ 82,105	\$ 83,397
9	\$ 79,528	\$ 80,800	\$ 82,117	\$ 83,411	\$ 84,705
10	\$ 80,835	\$ 82,128	\$ 83,400	\$ 84,717	\$ 86,011

After reaching Step 10 - Dollar Amount added each year is \$2,100.

<b>ASSISTANT PRINCIPAL, DIRECTOR HPEA STAFF DEVELOPMENT COORDINATOR</b>					
STEP	1997-98	1998-99	1999-00	2000-01	2001-02
1	\$ 68,016	\$ 69,376	\$ 70,763	\$ 72,179	\$ 73,622
2	\$ 69,282	\$ 70,616	\$ 71,976	\$ 73,363	\$ 74,779
3	\$ 70,538	\$ 71,882	\$ 73,216	\$ 74,576	\$ 75,963
4	\$ 71,792	\$ 73,138	\$ 74,482	\$ 75,816	\$ 77,176
5	\$ 73,046	\$ 74,392	\$ 75,738	\$ 77,082	\$ 78,416
6	\$ 74,302	\$ 75,646	\$ 76,992	\$ 78,338	\$ 79,682
7	\$ 75,556	\$ 76,902	\$ 78,246	\$ 79,592	\$ 80,938
8	\$ 76,810	\$ 78,156	\$ 79,502	\$ 80,846	\$ 82,192
9	\$ 78,065	\$ 79,410	\$ 80,756	\$ 82,102	\$ 83,446
10	\$ 79,319	\$ 80,665	\$ 82,010	\$ 83,356	\$ 84,702

After reaching Step 10 - Dollar Amount added each year is \$2,100.

<b>SUPERVISOR</b>					
STEP	1997-98	1998-99	1999-00	2000-01	2001-02
1	\$ 50,451	\$ 51,460	\$ 52,489	\$ 53,539	\$ 54,610
2	\$ 51,562	\$ 52,551	\$ 53,560	\$ 54,589	\$ 55,639
3	\$ 52,371	\$ 53,662	\$ 54,651	\$ 55,660	\$ 56,689
4	\$ 53,179	\$ 54,471	\$ 55,762	\$ 56,751	\$ 57,760
5	\$ 53,987	\$ 55,279	\$ 56,571	\$ 57,862	\$ 58,851
6	\$ 54,794	\$ 56,087	\$ 57,379	\$ 58,671	\$ 59,962
7	\$ 55,603	\$ 56,894	\$ 58,187	\$ 59,479	\$ 60,771
8	\$ 56,411	\$ 57,703	\$ 58,994	\$ 60,287	\$ 61,579
9	\$ 57,219	\$ 58,511	\$ 59,803	\$ 61,094	\$ 62,387
10	\$ 58,025	\$ 59,319	\$ 60,611	\$ 61,903	\$ 63,194

After reaching Step 10 - Dollar Amount added each year is \$2,100.

<b>ASSISTANT SUPERVISOR</b>					
STEP	1997-98	1998-99	1999-00	2000-01	2001-02
1	\$ 46,068	\$ 46,990	\$ 47,929	\$ 48,888	\$ 49,866
2	\$ 47,265	\$ 48,168	\$ 49,090	\$ 50,029	\$ 50,988
3	\$ 47,858	\$ 49,365	\$ 50,268	\$ 51,190	\$ 52,129
4	\$ 48,448	\$ 49,958	\$ 51,465	\$ 52,368	\$ 53,290
5	\$ 49,037	\$ 50,548	\$ 52,058	\$ 53,565	\$ 54,468
6	\$ 49,627	\$ 51,137	\$ 52,648	\$ 54,158	\$ 55,665
7	\$ 50,200	\$ 51,727	\$ 53,237	\$ 54,748	\$ 56,258
8	\$ 50,810	\$ 52,120	\$ 53,827	\$ 55,337	\$ 56,848
9	\$ 51,394	\$ 52,910	\$ 54,220	\$ 55,927	\$ 57,437
10	\$ 51,986	\$ 53,494	\$ 55,010	\$ 56,320	\$ 58,027

After reaching Step 10 - Dollar Amount added each year is \$2,100.



2. For each of the years of this contract for all administrators a sum of \$550 and each supervisor a sum of \$350 will be made available for the purchase of insurance, payments of medical costs not covered by insurance, professional association memberships (not SAANYs) and other expenses as deemed appropriate by the Superintendent of Schools and the President of SHASA. Reimbursement will be made to the employee only when satisfactory documentation is submitted to the Assistant Superintendent for Business and Plant Services. Any unused monies may be carried over into the next year through the life of the contract. This request should be made in writing to the Assistant Superintendent for Business and Plant Services.

3. Eleven month employees will receive 11/12ths of the compensation outlined in a, b, c, and d of Article II, D, 1a-d.

4. CAREER STEPS

Each Administrator/Supervisor shall be placed on a step from 1 - 10. Those administrator/supervisors who complete 10 years of administration or supervisory service in the district shall receive a longevity award of \$1000. Those administrators who complete 15 years of administrative or supervisory service in the district shall receive an additional longevity award of \$1000. Service in the district shall be defined as the performance of duties while recognized as a member of SHASA.

5. WORK YEAR - ADMINISTRATORS

The District agrees to maintain a 12 month work year for administrators during the length of this agreement.

**E - ADMINISTRATORS/SUPERVISORS VACATIONS**

1. a. 12 month Administrators shall be granted vacation days based on schedule in 1. c. after the first year of employment, plus paid school holidays.
- b. Vacation time may be taken at any time of the year based upon the discretion of the Superintendent of Schools.

- c. Vacation time shall be scheduled on a fiscal year basis, July 1 - June 30. During the first fiscal year of employment and each year thereafter, vacation time or credit will be based upon the time accrued during the previous year as per the schedule below:

July	25 days
August	23 days
September	21 days
October	19 days
November	17 days
December	15 days
January	13 days
February	11 days
March	9 days
April	6 days
May	4 days
June	2 days

In order to gain a full month's vacation credit for only a partial month's work, the Administrator or Supervisor must be employed at least 16 days of the month in question.

- d. Vacation time is not cumulative. Unused vacation days in a fiscal year (July 1 - June 30) are voided with the following exception:

Eligible Administrators and Supervisors unable to take their full vacation due to unusual circumstances connected with their professional responsibilities, may be allowed to take unused vacation time during the first two months of the next fiscal year based upon the discretion of the Superintendent of Schools. A letter from the Administrator or Supervisor suggesting this possibility must be submitted to the Superintendent of Schools by May 1st of the school year in order to validate this section. It will be the responsibility of the Superintendent to render a decision in writing within fifteen (15) calendar days following the receipt of this request.

- e. Vacations for successive years may be taken in sequence when granted by the Superintendent of Schools.
- f. 10 or 11 month Administrators or Supervisors shall receive all legal school holidays and the Christmas and Easter recess but shall have their work year extended to include the first week in September and the last week in June, and in the case of the 11 month Administrator, an 11th month schedule approved by the Superintendent of Schools.

## **F - ADMINISTRATORS' CONFERENCE DAYS**

It is the responsibility of all administrative personnel to keep abreast of current educational innovations. In this connection, where financially feasible, the District will provide sufficient travel and expense funds for each Administrator to attend at least one appropriate major (national, state and/or local) educational conference per year.

## **G - ADMINISTRATIVE STAFFING**

The Board of Education shall continue to keep itself appraised of administrative staffing needs necessary to provide quality education for the students of the Sweet Home Central School District, and upon the recommendation of the Superintendent of Schools, will consider such staffing.

## **H - ADMINISTRATORS' TRANSPORTATION ALLOWANCE**

Such allowance shall be consistent with the rules of mileage reimbursement. Rates shall be in accordance with current allowances of the Internal Revenue Service.

## **I - COMMITTEE ASSIGNMENTS**

It is expected that administrators act in an advisory capacity to district-wide school committees in addition to regularly assigned functions for the betterment of the educational processes of the district.

## **J - TRANSFERS**

SHASA recognizes the prerogative of the Superintendent of Schools to transfer administrators from one position to another. Whenever such transfers are being considered for implementation during the academic year, September 1 to June 30, such transfers, whenever possible, should take effect at the beginning of the academic semester with a minimum prior notice of thirty (30) days.

## **K - SABBATICAL LEAVE**

All applications shall be submitted to the superintendent of schools who shall submit his recommendations to the board of education for final approval.

### Eligibility

1. Shall have at least seven years of educational experience with public schools, five of which shall have been with the Sweet Home School District.
2. Application must include the type of activity and/or the courses of study to be pursued.
3. Approved candidates shall be required to agree to return to the Sweet Home District for a minimum of two years following the completion of the leave. Should the administrator elect not to continue employment for all or any part of the two years, the candidate shall agree to reimburse the school district the portion of Sabbatical Leave remuneration as stipulated in the agreement.

### Remuneration

One half (1/2) normal workyear at full salary, or one (1) normal workyear at one half (1/2) salary.

## **ARTICLE III**

### **GRIEVANCE PROCEDURES**

#### **A - PURPOSE**

The establishment and maintenance of a harmonious relationship between the District and its employees is essential to the operation of the Sweet Home Central School System. Therefore, it is the purpose of this procedure to provide an orderly process whereby all employees may equitably solve complaints, disputes or problems that may arise during their employment. This process shall be free from coercion, restraint, interference, discrimination or reprisal, in accordance with the formal grievance procedure provided herein. Employees shall have the right to be represented at all steps.

However, an employee has the right at any time to discuss a complaint, dispute or problem with his supervisor or those appropriate supervisors listed on Chart A in that order, without filing a formal grievance.

#### **B - DEFINITION OF GRIEVANCE**

A grievance shall be a claimed violation, misinterpretation or inequitable application of Articles II, III, IV and V within this contract and those which relate to or involve employee health and safety, physical facilities, materials or equipment furnished to employees or supervision of employees.

## **C - DEFINITIONS**

1. **Aggrieved Party** - any person or group of persons filing a grievance pursuant to this agreement (the "party" may also include the grievance committee and/or their representatives).
2. **Grievance Committee** - the Committee created and constituted by the Association.
3. **Employee(s)** - shall mean any or all persons represented by the Association directly employed and compensated by the District.
4. **Representative(s) - (aggrieved)** - shall mean the person or persons selected by the aggrieved to be present to give assistance in the presentation of oral or written statements on behalf of the aggrieved.
5. **Part in Interest** - shall mean the Grievance Committee of the Association and/or any party named in the grievance who is not the aggrieved party.

## **D - REPRESENTATIVES**

At step one (1) the aggrieved party may consist of the aggrieved employee and/or one representative. At steps two (2) and beyond, the aggrieved party may consist of the aggrieved employee and up to two representatives, or in the absence of a single aggrieved employee, a maximum of three representatives.

## **E - GROUP GRIEVANCE**

If a grievance affects a group of employees, it may be submitted directly at step two (2). In this case, those representing the grievance may consist of up to three persons.

## **F - FORMS**

Forms for filing grievance, serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association.

## **G - WITHDRAWAL OF GRIEVANCE**

An employee may withdraw at his own discretion upon signing notification to his immediate supervisor.

## **H - TIME LIMITS**

1. Time limits stated in all steps of the grievance procedure do not include Saturdays, Sundays or holidays when school is closed.
2. Time limits may be waived in the event the problem cannot be reasonably answered or submitted within the established time limits. Time waiver statements must be agreed to by both parties in writing.
3. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party or his representative within the specified time limit shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. No alleged grievance will be entertained and such grievance will be deemed waived unless the grievance is forwarded at the first available step within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based.

## **I - PUBLICATION**

Copies of the procedure shall be made available to all employees and supervisors. Orientation of all procedures shall be the joint responsibility of the Board and the Association.

## **J - RIGHTS OF AGGRIEVED**

Except as otherwise provided in step one (1), an aggrieved party and/or any party in interest shall have the right at all steps to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and where appropriate, to be furnished with a copy of any minutes or proceedings made at each and every stage of the grievance procedure.

## **K - OFFICIAL GRIEVANCE RECORD**

1. Copies of all written reports, requests, minutes and decisions at all steps between the aggrieved party and all involved supervisors shall be sent to the Superintendent of Schools or his designee within those time limits set down in this procedure. The Superintendent or his designee shall be responsible for the

compilation of an official grievance 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 steps.

2. a. This official grievance record shall be available for inspection during regular school district hours through the Superintendent of Schools...or by special appointment with the Superintendent.
- b. The Superintendent or his designee shall report to the Association, the name or names of those filing a grievance. In turn, the Grievance Committee of the Association would have access to pertinent grievance records unless specifically forbidden in writing by the person filing the grievance.
3. All such reports will be filed separately from the personnel file of those involved employees.

#### **L - COMMUNICATION CHANNELS**

The communication channels for the grievance procedure shall be as per Chart A attached.

#### **M - WRITTEN APPEAL**

All decisions shall be in writing at each step. All grievance submissions shall include the name and position of the aggrieved party, the identity of the provision of the law, or the area within the scope of this agreement, the time and the place of the alleged events or conditions, the identity of any parties involved and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### **N - PROCESSING GRIEVANCE**

The preparation and processing of grievances shall be conducted at a time agreeable to all parties.

#### **O - INVESTIGATION**

The Board and the Association agree to facilitate any investigation which may be required and to make available any material and relevant documents, communications and records appropriate to the alleged grievance.

## P - GRIEVANCE PROCEDURE STEPS

### Step One (1)

The first step shall consist of a written request for a hearing by the employee....Such written request shall contain specific detailed information relating to the alleged grievance.

The Step One (1) Supervisor shall render a written decision within five (5) days from the date of submission. If the problem is not resolved, the employee may proceed to Step Two (2). If, after receiving the written disposition from a Supervisor following a hearing, the employee chooses to move to the next step, a written response from the aggrieved employee to the Supervisor, explaining in detail reasons for dissatisfaction with the Supervisor's findings, shall be required before the employee may proceed to the next step. This written explanation by the aggrieved employee shall preface all submissions to the next higher step. Failure to so respond shall terminate the grievance procedure.

### Step Two (2)

The second step shall consist of a written request for a hearing with the Superintendent of Schools or his designee. The request shall be passed through the Step One (1) Supervisors and must be initiated within five (5) days following the receipt of the Step One (1) Supervisor's disposition. The request shall include individually submitted statements by the Step One (1) Supervisor and the aggrieved party along with all records and minutes exchanged in the Step One (1) procedure.

The Step Two (2) hearing shall be held within ten (10) days after being requested. The aggrieved party shall receive a written disposition within ten (10) days of the hearing. If it is not acceptable, the aggrieved party may file for arbitration when approved by SHASA.

### Arbitration

1. If the aggrieved party after the hearing with the Superintendent, is still not satisfied, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within 30 days of the Superintendent's findings.
2. Within five (5) school days after such written notice of submission to arbitration, the Superintendent and the aggrieved party will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.



3. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the arbitration hearing, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his finding of fact, reasoning and conclusions of the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, which is violative of the terms of this Contract. All decisions must be within the scope of this Contract.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

<u>CERTIFIED STAFF</u>	<u>STEP I</u>	<u>STEP II</u>
Building Principal	-----	Superintendent
Assistant Principal	Building Principal	Superintendent
Coordinator of Special Education	Director, Pupil Personnel Services	Superintendent
Supervisors	Asst. Superintendent for Business and Plant Services	Superintendent
Coordinator of Staff Development	Asst. Superintendent for Instruction	Superintendent
Director of Athletics, Health & Phys. Ed.	High School Principal	Superintendent
Assistant Business Manager/Coordinator of Federal Funds	Asst. Superintendent for Business and Plant Services	Superintendent

CHART A

## ARTICLE IV

### RETIREMENT INCENTIVE PLAN

#### A - LENGTH OF AGREEMENT AND COVERAGE

The following agreement ("Supplemental Agreement") between the Sweet Home Administrators'/Supervisors' Association (SHASA) and the Sweet Home Central School District (the "DISTRICT") shall extend from July 1, 1997 to June 30, 2002. Any changes or additions to this section shall be only by mutual consent of both parties in writing. Should the expiration of this clause occur on a date different from the expiration date of the DISTRICT/SHASA Contract, all negotiation procedures presently outlined on pages 3 and 4 of the present Contract will be implemented.

This agreement covers only those DISTRICT employees within the bargaining unit covered by the Contract between the DISTRICT and SHASA.

#### B - DEFINITIONS

1. Employee - An administrator or supervisor within the bargaining unit covered by the Contract between the DISTRICT and SHASA.
2. Date of First Eligibility - July 1st immediately following that fiscal year (July 1 - June 30) during which an employee:
  - a. has been a full time employee of the DISTRICT for a period of ten years or longer, and
  - b. is eligible to first begin receiving retirement benefits from the New York State Teachers Retirement System (NYSTRS) or the New York State Employees Retirement System (NYSERS), whichever is applicable to the Employee.
3. The Incentive
  - a. DISTRICT paid health insurance coverage for the life of the Employee identical to the coverage provided for non-retiring Employees (such insurance may involve either family or single coverage at the option of the retiree), and
  - b. A DISTRICT paid \$100,000 term life insurance policy on the life of the Employee until age 70 or his/her death.

#### 4. The Reduced Incentive

The same coverages as provided in B-3(a) and B-3(b), (the Incentive) but at an annual cost to the Employee of 50% of the DISTRICT's cost of providing health insurance coverage (the term life insurance coverage shall be provided by the DISTRICT at no cost to the Employee as defined in C-2.

### **C - ELIGIBILITY**

1. Employees who retire effective as of the Date of First Eligibility shall be entitled to receive the Incentive.
2. Employees who retire effective July 1st, one year subsequent to the Date of First Eligibility, shall be entitled to the Reduced Incentive. The DISTRICT shall forward to any Employee entitled to the Reduced Incentive, a bill for the Employee's share of the cost of the health insurance coverage to be provided. Any such Employee who does not pay his or her share within 90 calendar days of billing shall immediately become permanently ineligible to continue receiving the health insurance coverage without further notice.

### **D - NOTIFICATION**

Those employees planning to retire as a means of receiving the Incentive or Reduced Incentive must submit a written notice of retirement to the DISTRICT personnel administrator or other person designated by the Superintendent of Schools at least 180 calendar days prior to the effective date of retirement.

### **E - EXCEPTIONS**

1. Employees who have not reached the Date of First Eligibility due to ineligibility to receive retirement benefits from NYSTRS or NYSERS (failure to meet requirements B-2(b), but who have ten years of employment with the DISTRICT, may apply for the INCENTIVE. This "Early Retirement Incentive" may be granted only by recommendation of the Superintendent of Schools and approval by the Board of Education, in their sole discretion. This decision may not be the subject of the grievance procedure.
2. Other exceptions to any requirement of this Retirement Incentive Plan may be granted upon request of an Employee only upon the recommendation of the Superintendent of Schools and the approval of the Board of Education, in their sole discretion. The failure of the Superintendent or Board to grant any such

exception shall not be grievable. Additionally, the Superintendent of Schools and the Board of Education may only consider such a request by an Employee if it is made during the Fiscal Year immediately preceding the Employee's Date of First Eligibility.

## **ARTICLE V - EVALUATION PROCEDURES**

The evaluation of each administrator and supervisor for each school year will be conducted during the months of June, July and August. Each person being evaluated will submit a written document addressing, but not limited to, previously agreed upon goals, activities for the next school year, personal and professional contributions and the performance of the individual with respect to the job description of his/her assignment. This written documentation prepared by the administrator or supervisor will be the basis for a personal conference with the evaluator by August 20.

All building principals will be evaluated by the Superintendent of Schools. The Director of Athletics, Health and Physical Education will be evaluated by the High School Principal and the Superintendent of Schools. Assistant Principals will be evaluated directly by the Building Principal with input as deemed appropriate by the Superintendent of Schools. Supervisors and the Assistant Business Manager/Coordinator of Federal Funds will be evaluated by the Assistant Superintendent for Business and Plant Services, with input as deemed appropriate by the Superintendent of Schools. The Coordinator of Special Education will be evaluated by the Director of Pupil Personnel Services with input as deemed necessary by the Superintendent of Schools. The Staff Development Coordinator will be evaluated by the Assistant Superintendent for Instruction with input as deemed necessary by the Superintendent of Schools.

All personnel responsible for evaluation will prepare a written evaluation of the employee(s) for whom they are responsible, by August 31. The document may include, but is not limited to, comments regarding the previous year's performance and specific suggestions or objectives for the following school year relating to job performance.

The individual being evaluated has the right to provide written comments on his/her annual performance review. This written document must be submitted no later than ten (10) days after receipt of the written evaluation by the evaluator.

**AGREEMENT**

This Negotiations and Recognition Agreement shall be effective as of July 1, 1997 and shall continue in effect through June 30, 2002.

Signatures below represent agreement on all matters herein.

ASSOCIATION

DISTRICT

By *John A. Mendez*  
President SHASA

By *Joseph R. Cozzano*  
Superintendent of Schools

2/2/99  
date