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Union: **Scotia Glenville Administrators Association**

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AGREEMENT BETWEEN

Scotia-Glenville Central School District

and

Scotia Glenville Administrators' Association

July 1, 2008-June 30, 2011

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 as amended (the Public Employees' Fair Employment Act), the Scotia-Glenville Central School District (hereinafter referred to as the "District") and its professional employees represented by the Scotia-Glenville Administrators= Association (hereinafter referred to as the "Association") enter into THIS AGREEMENT on this 06 day of October 2008.

The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 1 -- RECOGNITION AND NEGOTIATION

A. The District recognizes the Association for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative organization for a unit consisting of certified administrators except the Superintendent of Schools, Assistant Superintendent or Director of Curriculum & Instruction, Assistant Superintendent or Manager for Business and casual and temporary employees who serve for a specific project or assignment without regularity either of time or duration of assignment. Unless otherwise indicated, employees in this unit shall be hereinafter referred to as "administrators." Such unchallenged recognition shall extend until seven months prior to the expiration of this Agreement.

B. Both parties agree to enter into negotiations no later than January 15 of the school year in which this Agreement expires.

ARTICLE 2 -- MAINTENANCE OF STANDARDS

The parties agree that negotiations shall not be reopened on any term of this Agreement during its life, except as expressly agreed in writing by both parties.

ARTICLE 3 -- ADMINISTRATION LIAISON

The President of the Association shall meet with the Superintendent of Schools upon request of either party to review and discuss local school problems and practices at least once each month during the school year, unless such meeting is deemed unnecessary by both parties.

ARTICLE 4 -- GRIEVANCE PROCEDURES

A. Definitions

1. A grievance is a claim based upon an alleged violation, misinterpretation or misapplication of the terms of this Agreement.
2. Aggrieved party shall mean any administrator, the Association or a group of administrators.
3. An interested party is any aggrieved party and any person who may be called upon to assist in the resolution of the grievance at or below the referred level of grievance processing.

B. Procedures

1. Grievances filed by the Association or members of the bargaining unit shall be processed through and by the Association according to guidelines jointly developed by the parties during the life of this Agreement.
2. Nothing herein contained shall be construed as limiting the right of any individual administrator having a grievance to discuss the matter informally with any appropriate member of the central office administration.
3. At all stages of the grievance procedure the aggrieved party shall have the right to consult with, and question, any and all interested parties.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and all reasonable effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
5. No participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance. All documents, communications and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
6. In the event a grievance is filed 60 days or less prior to the end of the school year, all efforts including the reduction of specified time limits and/or consolidation of stages of grievance shall be made to resolve such grievances before the end of the school year.
7. In the event a grievance is not resolved by the last day of the aggrieved administrator's service in a given school year, the grievance process shall resume on the first day of the aggrieved administrator's service of the following school year as if there was no lapse of time.
8. Any interested party may be represented at any stage of the grievance procedure by a person of his/her own choosing.
9. A grievance shall set forth sufficient detail to identify the aggrieved party, the applicable provision of this Agreement where appropriate, the date and place of event or occurrence giving rise to the grievance, the nature of the grievance, and the redress sought.

C. Stages of Grievance

1. Level One
 - a. An administrator with a grievance shall first discuss it informally with his/her immediate supervisor either directly or with a designated representative.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within 20 school days after the grievant could have known of the act or condition on which the grievance is based. Within 5 school days after the written grievance is presented, the supervisor shall render a decision in writing and present such decision to the aggrieved party and the aggrieved party's representative.

2. Level Two

a. A grievance may be taken to Level Two whenever:

1) A decision at Level One has not been rendered within 5 school days, or
2) The aggrieved person is not satisfied with the decision at Level One, in which instance the aggrieved person or his/her representative may within 5 school days of the date of the decision resubmit the grievance at Level Two.

b. At Level Two grievances shall be filed directly with the Superintendent. Within 7 school days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and/or his/her representative in an effort to resolve the grievance. The reply of the Superintendent shall be given in writing within 5 school days after they first meet. Copies of the decision shall be sent to all interested parties.

3. Level Three

a. A grievance may be taken to Level Three whenever:

1) No decision has been rendered by the Superintendent within 5 school days after the parties first met to discuss the grievance at Level Two, or
2) The aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, in which instance he/she or his/her designated representative may within 5 school days of the date of decision at Level Two, resubmit the grievance at Level Three.

b. At Level Three the grievance shall be filed directly with the Board of Education. Within 10 school days after receiving the written grievance, the Board shall meet with the aggrieved person and/or designated representative and other interested parties for the purpose of resolving the grievance. The reply of the Board shall be given in writing within 5 school days following said meeting and copies of the decision shall be sent to all interested parties.

4. Level Four

a. A grievance may be taken to Level Four at the discretion of the Association whenever:

1) No decision has been rendered by the Board of Education within 10 school days after the parties first met to discuss the grievance at Level Three, or

2) The aggrieved party or parties and the Association are not satisfied with the disposition of the grievance at Level Three, in which instance the Association may submit the grievance to binding arbitration. The American Arbitration Association shall be requested to appoint an arbitrator through its procedures.

b. The arbitrator shall have no authority to make decisions which require the commission of an act prohibited by law or pertaining to the granting or denial of tenure or the dismissal of probationary administrator or the results of an evaluation of an administrator. However, the arbitrator may rule on compliance with evaluation procedures. The arbitrator shall present his or her award to both parties, and the award shall be final and binding upon the parties.

c. The arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this Agreement in arriving at the determinations; shall confine the decision solely

to violations, misinterpretations or misapplications of the terms and conditions of this Agreement; shall consider only the precise issue submitted and shall have no authority to determine any other issue or question not so submitted (unless the parties cannot agree to a submission, in which case, the arbitrator shall formulate the precise or specific issues or questions raised by the allegations set forth in the grievance) nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

5. Tenured administrators subject to dismissal shall have access to the procedures as prescribed by 3020a of the New York State Education Law.

6. The failure of an aggrieved party to initiate a grievance within the time period provided in Section C.1.b. of this Article (20 school days) shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

7. The cost of binding arbitration shall be borne equally by the Board of Education and the Association.

ARTICLE 5 -- ADMINISTRATOR EMPLOYMENT

Each administrator newly employed or rehired shall be appointed at a salary agreed upon by the Superintendent and the newly employed or rehired administrator and approved by the Board of Education.

ARTICLE 6 -- WORK YEAR

Twelve-Month Administrators:

All twelve-month administrators will work July 1 through June 30 and will receive all legal holidays received by the teaching staff plus July 4th and Labor Day.

Twelve-month will receive paid vacation as follows:

From 1* thru 10 years of service	23 days
From 10 thru 14 years of service	26 days
From 15 + years of service	28 days

* If the administrator's first date of employment is other than July 1, the first year's vacation days will be prorated for the first year of employment.

Up to 40 unused vacation days may be accrued and paid at 1/260th of the administrator's total salary per day upon the administrator's resignation or retirement.

Prior to September 1 of each year, the District Business Office shall notify each administrator as to the total number of accrued sick and vacation days he or she has available.

Eleven-Month Administrators:

All eleven-month administrators will work September 1st through June 30th plus a total of 20 days to be scheduled during the months of July and August. All eleven-month administrators will receive all school recess breaks and all legal holidays received by the teaching staff.

ARTICLE 8 -- VACANCIES

A. Notice of all vacancies involving certificated administrative positions shall be posted on the faculty bulletin board in every school as soon as it has been officially determined that an opening does exist and before the position is filled. Such notice shall remain posted for 10 working days. The notice shall describe the duties of and qualifications for the position and state the approximate salary range. Administrator who desire to apply for a vacancy should file a written statement of such desire with the Superintendent.

B. Administrators who have applied for a vacant position shall be notified of the action taken within 2 school days of a candidate's acceptance of appointment to the position.

C. Administrators will give a written 30 day intent to resign notice to the Superintendent of Schools should the administrator choose to leave the district to accept another position.

ARTICLE 9 -- ADMINISTRATOR EVALUATION

A. Each Administrator will have at least one annual evaluation to be conducted by the Superintendent or his/her designee.

B. An administrator shall not be disciplined, reprimanded or reduced in rank or compensation without just cause.

C. A personnel folder for each administrator shall be maintained in the Superintendent's Office. An administrator may, upon request, review the contents of such administrator's personnel folder in the Superintendent's Office.

D. If an administrator in the final year of the probationary period is not recommended for a tenure appointment, the administrator will be notified of such decision not later than February 1 of the final year of the probationary period. The February 1 date shall apply to administrators whose anniversary date of employment is September 1. Administrators employed at dates other than September 1 must be notified of their status not later than 5 months prior to the end of the probationary period. If the beginning of the 5 month period occurs during the summer recess the teacher will be so notified prior to the final day of school in June. If an administrator is not recommended for a tenure appointment and was notified after the dates specified above, such administrator may have access to the grievance procedure. If such a grievance procedure should proceed to arbitration the restrictions on the

arbitrator shall be as provided in Article 4.C.4b of this Agreement.

ARTICLE 10 -- RIGHTS OF THE ASSOCIATION

A. The Association shall be granted approval to use school buildings, equipment and facilities within the terms of Board policy regarding use of school facilities.

B. Permission to use school buildings, equipment and facilities shall be requested from the building principal involved before such use shall be undertaken by the Association.

C. The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE 11 -- LEAVES OF ABSENCE

A. Sick Leave

1. Administrators shall be granted 15 days of current sick leave at the beginning of each school year.

2. Sick leave shall be considered leave due to illness and/or quarantine of the administrator, or serious illness of persons in the administrator's immediate family or household. Administrators may, upon request, use sick leave for serious illness of persons outside of the administrator's immediate family or household.

3. Administrators may accumulate unused sick leave from prior years to a maximum of 325 days, not including the sick leave allowance for the current school year. All such accumulated leave may be used for personal illness of the administrator. Ten days of such accumulated leave may be used each year for serious illness of persons in the administrator's immediate family or household.

4. Any administrator whose personal illness extends beyond the period of accumulated sick leave may, upon request, be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness to a maximum of 2 years.

5. The parties agree to establish a Sick Leave Bank. The Rules and Regulations of the Bank are outlined in Appendix A.

6. At the time of retirement from district service, any administrator who has accrued more than 325 sick leave days may contribute up to 15 days of his/her current year sick leave allocation to the Sick Leave Bank provided for in Appendix A.

B. Death or Bereavement Leave

1. Five days with pay shall be allowed in any 1 school year for death in the immediate family or

household. Administrators may, upon request, use death or bereavement leave for the death of persons outside of the administrator's immediate family or household.

2. In the event of more than 1 death in the immediate family during a year, the leave time is extended a maximum of 5 days, with such leave to be charged to the administrator's sick leave accumulation.

3. In the event the administrator must travel a considerable distance to attend upon such matters, the Superintendent may, at his/her discretion, allow added time for such travel upon the request of the administrator, with such leave to be charged to the employee's sick leave accumulation.

C. Personal Business Leave

1. Administrators shall be allowed 3 days of current leave with no loss of pay for the conduct of personal business.

2. Personal leave shall be granted for the disposition of matters which can only be handled by the administrator requesting leave and can only be handled at the time for which such leave is requested and shall not be used for the sole purpose of extending a vacation or holiday or for self-employment or employment by or for others.

3. Unused personal business leave shall be added to the accumulated sick leave at the conclusion of each year.

D. Child Care Leave

An administrator shall be granted unpaid leave for the purpose of caring for a pre-kindergarten child, upon written request submitted to the Superintendent of Schools not less than 120 days prior to the commencement of the leave. Such leave will not coincide with the period of disability caused by the birth of the infant. The leave will terminate on September 1, the end of the first semester, or on a date mutually agreed to by the administrator requesting leave and the Superintendent of Schools. This unpaid leave may be extended once provided the following conditions are met:

1. The total unpaid leave will terminate no later than September 1, the end of the first semester, or a date mutually agreed by the administrator requesting leave and the Superintendent, whichever is closer to 2 school years from the commencement of the original leave.

2. The request for the extended leave is given in writing not less than 90 days prior to the expiration of the first leave.

Special consideration will be given an administrator adopting a pre-Kindergarten age child with respect to the 120 day notice stated herein.

E. Other Leaves

1. A leave of absence without pay of up to 2 years shall be granted to any administrator who joins the Peace Corps. Upon return from such leave, an administrator will receive the salary the administrator would have received had such administrator remained actively employed.

2. Military leave shall be granted to any administrator as provided by law. Upon return from such leave, an administrator will receive the salary he/she would have received had such administrator remained actively employed in the district during the period of the administrator's absence, up to the maximum of 2 years, unless otherwise required by state or federal statutes.

3. Administrators shall be granted leave for religious reasons requiring absence during the school hours for not more than 3 days per year.

4. Administrators shall be granted leave to attend or otherwise participate in conferences of a professional nature, such leave being granted on notice to the Superintendent.

5. Administrators shall be granted time necessary to serve as required on jury duty or other court appearances when subpoenaed, with payment of their regular salary for such services less the amount of money received as salary for jury duty.

6. A leave of absence of up to 2 years may, at the discretion of the Board of Education, be granted a tenured administrator upon good cause shown by the administrator and upon the recommendation of the Superintendent of Schools. Such leave shall be without pay.

7. A leave of absence of up to 2 years may, at the discretion of the Board of Education, be granted a tenured administrator to campaign for or to serve in a public office. Such leave shall be without pay.

8. Administrators shall be entitled to the provisions of the Family and Medical Leave Act as a minimum benefit.

F. General Conditions Relating to Leaves of Absence

1. All benefits to which a tenured administrator was entitled at the time his/her leave of absence commenced, including unused cumulative sick leave, shall be restored to him/her upon his/her return to service.

2. An administrator returning from an unpaid leave of absence shall receive the salary he/she would have received had he/she remained actively employed.

3. An administrator on leave of absence shall notify the Superintendent by March 1 for an anticipated return by September 1 or by November 1 for an anticipated return by February 1 of his/her intention to return or not to return to service. Should the administrator on leave fail to respond to the Superintendent by the prescribed dates, the Superintendent shall notify such administrator by registered mail. If the administrator on leave fails to respond within 30 days of the date of the registered letter the Superintendent may take whatever action he/she shall deem appropriate.

4. Applications for unpaid leave must be filed with the Superintendent:

a. Not later than March 1 for absence during the first semester or for the entire next academic year.

b. Not later than November 15 for absence during the second semester of a given academic year.

c. At least 30 days prior to the date of any leave of shorter duration.

5. An administrator granted an unpaid leave pursuant to this article may not be granted a second unpaid leave pursuant to this article until such time as the administrator's first leave has ended and the administrator has provided service to the district for not less than 1 school semester following the termination of the first leave.

6. It is the intent of this article that an administrator requesting an unpaid leave of absence may choose an appropriate period of time, and also request one (1) extension not to exceed a total of 2 years for the entire leave, except as otherwise expressly provided in any other provision of this Article.

7. Only an administrator holding a probationary appointment or on tenure will be eligible for an unpaid leave.

G. Sabbatical Leave

1. The District recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while an administrator is engaged in full-time service in the District. The District therefore recognizes the desirability of a sabbatical leave policy as will be of benefit to both the District and the unit member.
2. The purpose of such leave is to provide opportunity to improve the qualifications of the administrator, the quality of his/her professional performance and the value of the administrator's further service to the district. The request for sabbatical leave will set forth in detail the planned program for the period of absence and the contribution that the planned program should make both to the administrator and to the District. If such sabbatical leave is granted, the recipient will file a full report with the Superintendent within three (3) months after his/her return.
3. An administrator will be eligible for sabbatical leave after seven (7) years consecutive years of full-time District service. Periods of sick leave, maternity leave or approved leave without pay will not count toward this seven year total, but will not be deemed to be an interruption of other wise continuous service. Administrators who have discontinued their service to the District without approved leave, and have returned to the District, will lose previously accrued sabbatical leave time. Individuals who have been granted and taken sabbatical leave shall be eligible to apply for additional leave at the completion of another seven (7) years of District service under the same conditions as previously stated.
4. A request for sabbatical leave and the program plan shall be submitted to the Superintendent no later than nine (9) months (excluding July and August) preceding the academic year in which the sabbatical will be taken. The Superintendent shall forward his/her recommendation the Board of Education for action no later than seven (7) months in advance of the anticipated departure date. When there is more than one sabbatical leave request, the Superintendent will develop a system of priorities in his/her recommendations to the Board of Education. In cases where no distinction between the merit of applications can be made, priority will be established for the applicant possessing the longer period of service with the District without sabbatical leave. The administrator shall be notified by the Superintendent in writing of approval or disapproval no later than three (3) months prior to his/her planned departure. In those cases in which, in the opinion of the Superintendent, the granting of a sabbatical leave would impair the functions of the Department or office, the administrator shall be required to postpone his/her leave.
5. An administrator will receive three-fourths (3/4) of his/her annual base salary during periods of sabbatical leave which equal one-half of his/her annual obligation. An administrator will receive one-half of his/her annual base salary during periods of sabbatical leave, which equal his/her annual obligation. Said compensation shall be based on the base salary received by the administrator when the sabbatical leave is taken. If the administrator takes another position rather than returning to the District to complete the following full year of academic service, the full amount of money received from the District while on sabbatical leave must be repaid to the District.

6. The period of sabbatical leave shall be credited as continuous service for retirement, vacation and sick leave. All health and other benefits shall continue in effect during the leave and the sabbatical leave shall not be counted as a period of vacation for twelve month administrators. The Board of Education may, in its sole and exclusive judgment, for any reason it deems appropriate, including, but not limited to, budgetary and fiscal considerations, deny any or all applications for sabbatical leave in any fiscal year which denials shall be final and binding upon all parties and not subject to appeal or the grievance procedure provided for in this Agreement.

ARTICLE 12 -- PROTECTION

- A. Administrators shall report to their principal or immediate supervisor and the Superintendent all cases of assault suffered by them in connection with their employment immediately upon the occurrence of such an incident.
- B. A written report shall be filed with the principal or immediate supervisor as soon after the incident as possible. A copy of this report shall be forwarded to the Superintendent for appropriate action.
- C. The School District agrees to save administrators harmless from any financial loss, and shall provide an attorney or attorneys for, and shall pay such attorneys' fees and expenses, arising out of any claim, demand, suit or act, by such administrator within or without the school building, provided such administrator, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the Board.
- D. The administrator must provide the Board of Education with a copy of any summons or complaint received by the administrator within 10 days of the date the was served such summons in order for the Board of Education to be legally liable to protect the administrator in accordance with this provision of the Education Law.

ARTICLE 13 -- PERSONAL INJURY BENEFITS

A. Accident

Whenever an absence from school resulting from personal injury caused by an accident occurring in the course of employment extends beyond 7 school days, there shall be no loss of sick leave during those first 7 days.

B. Workmen's Compensation Pertaining to Paragraph A

1. After the first 7 days of absence the administrator's sick leave shall be reduced one-half day for each day's absence during the period for which compensation is received with the provision that the administrator shall return to the school district any salary payments received from the Workmen's Compensation Board.

2. If such absence extends beyond the period covered by Workmen's Compensation payments and sick leave is still in effect, the sick leave shall be reduced on a day-for-day basis beyond the expiration of Workmen's Compensation payments.

3. If accumulated sick leave is exhausted and Workmen's Compensation payments are still being made, the administrator is no longer required to return such payments to the school district.

4. Upon subsequent return to service, if all sick leave has been exhausted, the administrator shall be granted sufficient personal sick days to insure 1 day of personal sick leave for each month remaining in that school year.

C. Whenever an administrator is absent and unable to perform his/her duties due to personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary and credited service during his/her absence from employment up to a period of 1 year (less the amount of any Workmen's Compensation award made for said injury) and no part of such absence will be charged to his/her annual or accumulated leave.

ARTICLE 14 -- SUPPLIES AND EQUIPMENT

A. The school district agrees to provide supplies in sufficient quantity and of sufficient quality to enable administrator to fulfill their administrative responsibilities.

B. Administrators may, within the limits of budget appropriations and make local purchases of minor items of supply, or supplies of a critical nature not readily accessible through normal procurement channels, being reimbursed for any approved cash outlay by the submission of a voucher claim and receipt.

ARTICLE 15 -- PAYROLL DEDUCTIONS

A. The school district agrees to deduct from the salaries of Association members professional dues as said administrators individually and voluntarily authorize the school district to deduct, and to transmit to the Association on a monthly basis, the monies as deducted, together with a roster of administrators for whose salary said deductions are made, for further transmittal by the Association to the proper organizations.

B. Authorization for such deductions shall be made on forms supplied by the employer, with the Association providing the employer with a schedule of the current dues rates for the specific organizations. Such forms must be filed with the employer prior to October 15 for any administrator employed at the beginning of the school year desiring dues deductions. Administrators employed after the beginning of the school year shall submit a dues deduction card within 30 days from the date they commence service in order to have Association dues deducted from their earnings.

C. Deductions referred to in paragraph A above shall be made in equal monthly installments, beginning with the second check in October and on alternate checks thereafter.

D. The employer will provide the Association with a summary list of all administrators with active dues deduction authorization forms subsequent to the October 15th filing deadline date. The roster will be subject to change only upon the employment of a new administrator, resignation of a an administrator having a dues deduction card on file, or revocation of the dues deduction authorization previously filed by the administrator.

E. Tax Sheltered Annuity

The option of authorizing the school district to withhold designated sums of money per paycheck on a quarterly basis shall be granted for the purpose of participating in a tax-sheltered annuity plan. Arrangements for such deductions are to be made between the employees and the Business Office. The administrator will submit a copy of his/her calculations for the requested withholding attached to the agreement form.

F. After the beginning of each administrator's employment, forms authorizing payroll deductions may be filed by the individual administrator with the employer for payroll deductions with Third Party Administrator approved 403B providers.

G. The Scotia-Glenville Central School District shall be authorized to deduct from salaries of its administrator any deductions that are already agreed upon and are stated elsewhere in this contract not to exceed deduction spaces on the payroll stub.

H. The options for deductions may be reviewed annually at the request of either party.

ARTICLE 16 -- PROFESSIONAL ADVISORY COUNCIL

A. The Professional Advisory Council shall function during the school year. The President of the SGAA and one other SGAA unit member shall be designated to sit on the Professional Advisor Council on an annual basis.

B. The purpose of the Professional Advisory Council shall be to permit the administration and the Teachers' Association to present suggestions to each other for resolving professional problems that exist in this district and to exchange views and information directed toward the improvement of education in the Scotia-Glenville Central Schools. In addition, the Professional Advisory Council shall exchange views and information directed toward the improvement of health insurance plans in the district.

C. Recommendations approved by a majority of the Council shall be made in writing to the Superintendent of Schools or the person responsible for action to implement the recommendations.

ARTICLE 17 -- GENERAL

- A. An administrator shall not suffer any professional disadvantage by reason of his/her membership in professional organizations or participation in their lawful activities.
- B. Upon approval of the minutes of official Board meetings, 1 copy shall be forwarded to the President of the Association.
- C. Each newly employed administrator shall be provided with a copy of the current District Guide and a copy of this Agreement, by September 15 of each school year or within 1 week after employment if such employment commences after September 15.
- D. The Superintendent shall confer with the President of the Association on any policy change that the Superintendent shall recommend to the Board of Education. In all cases involving a change of school district policy, the Superintendent, where possible, will notify the President of the Association before such policy change is publicly announced.
- E. Administrators may attend school activities involving student participation, including athletic activities, with no admission charge for administrator and spouse except for those events determined by the administration to be held for fund-raising purposes.
- F. There shall be maintained in each library of each school within the district a copy of all new and revised policies of the Board of Education and Superintendent of Schools, as such policies are adopted and published.
- G. Any district wide committee that involves administrator participation shall be given a written charge stating the committee goals. A copy of the committee report shall be sent to the Association President.
- H. An administrator unit shall be eligible to elect direct deposit of his/her paycheck into a bank or credit union of the unit member's choice.

ARTICLE 19 -- INSURANCE

A. Health Insurance

1. Health insurance shall be available as provided under contracts (Plan I Documents) with the same coverage and benefits as in effect on June 30, 1993, except as amended below:

1) Change Plan I from a comprehensive major medical plan to a basic medical-surgical schedule with a major medical wraparound.

2) Effective January 1, 1996, the deductible paid by employees shall become \$250 for the individual plan, \$600 for the family plan, and \$4,000 of expenses.

3) Eliminate the \$100,000 annual maximum benefit. The \$1,000,000 lifetime maximum would apply only to major medical expenses.

4) ***Effective July 1, 2008, the prescription drug co pay will be \$5 generic, \$20 formulary, and \$35 non-formulary.*** Mail order co pays will be \$10 generic, \$40 formulary, and \$60 non-formulary (2 co pays for 3 prescription/3 month supply).

a. Health Insurance Plan I of the district with the premium for such insurance shared by the employer and employee as provided in Section 2.h.

b. If the employee elects to participate in a Health Maintenance Organization (HMO) chartered to serve a geographic area in which at least 25 school district employees reside, subject to verification by the school district, the employer shall pay an equivalent percent of the HMO premium as the percent paid under Plan I provisions in Section 2.h. Effective January 1, 2005, employees participating in an HMO plan shall pay a \$20 co pay per office visit.

c. Except as expressly provided in other provisions of this Article, all eligibility and enrollment provisions contained in Plan Documents shall govern eligibility and enrollment in any of the Health Insurance Plan options.

d. Any enrollee or dependent aged 65 or over will be responsible for enrolling in Medicare as he/she desires and paying all costs for such enrollment.

2. Anyone enrolling in any Health Insurance Plan Option shall be subject to the following:

a. Eligibility for enrollment will be open to any employee covered by the terms of this Agreement whose term of appointment is for at least 180 consecutive calendar days or more.

b. An employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment.

c. An employee who fails to enroll within 90 days of initial employment will be eligible to enroll as a "late enrollee" effective only on July 1st of any given year.

d. If the spouse of an employee terminates health insurance coverage through his/her employer and the spouse's employer provides a written statement indicating health insurance coverage has been terminated for that spouse, such employee shall be eligible for enrollment or change of enrollment effective the first day of the month following the date of application, provided the application is made within 90 days of such termination.

e. An enrollee's health insurance coverage will terminate at the end of the month in which his/her employment with the school district terminates, except for retirement as provided in Section i. below.

f. If an enrollee terminates enrollment voluntarily, reenrollment will be subject to the provisions contained herein.

g. An enrollee may continue coverage during an unpaid leave of absence by paying the full cost of his/her coverage for each full month he/she is on an unpaid leave of absence.

h. The Employer's share of the cost of health insurance coverage during this Agreement shall be as follows:

EMPLOYER'S MONTHLY SHARE

Individual Coverage

Full-time Equivalent *	2008-2009	2009-2010	2010-2011
.25 through .50	47.5%	47.5%	47.5%
.51 through .74	71%	71%	71%
.75 through 1.00	89%	89%	89%

Family Coverage

Full-time Equivalent *	2008-2009	2009-2010	2010-2011
.25 through .50	47.5%	47.5%	47.5%
.51 through .74	71%	71%	71%
.75 through 1.00	87%	87%	87%

Anyone enrolled in any option of the Health Insurance Plan of the district prior to July 1, 1985, and who did not terminate enrollment voluntarily, shall be eligible to continue enrollment at their F.T.E. enrollment status then in effect for health insurance purposes.

An enrollee retiring from service in this school district who was an enrollee in any option of the District Health Insurance Plan when his/her resignation was accepted by the Board of Education may continue participation in said Plan following retirement from service under the following conditions:

1) If an administrator retires with fewer than 10 years of service, then the district contribution will be 5% less than it is for administrators with 10 years or more service with the district.

2) The Employer's percentage share of the monthly premium during retirement shall be the same as that in effect at the time of the enrollee's retirement, except in the case of a .75 through 1.0 full-time equivalent employee who retires. The school district's percentage share of the monthly premium shall be based on the following table:

Employer's Percentage of Premiums 2008-2011

Years of Service	Individual	Family
10 + years of service	90%	90%
5 - 9 years of service	85%	85%

District Health Insurance contributions for administrative employees retiring after 10 years service, will be changed from 90% to 88% (Individual and Family) for administrative employees who are hired after July 1, 2010.

B. Dental Insurance

1. Dental insurance shall be available as provided under the Dental Insurance Plan of the district in effect as of June 30, 1988; the current dental insurance benefits shall be expanded to include sealants and periodontal treatment; with enrollment and participation subject to the rules and regulations contained in the Plan Document and the following conditions:

a. Eligibility for enrollment will be open to any employee covered by the terms of this Agreement whose term of appointment is for at least 180 consecutive calendar days or more.

b. An employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment.

c. An employee who fails to enroll within 90 days of initial date of employment will be eligible to enroll as a "late enrollee" effective only on July 1st of any given year.

d. An enrollee's dental insurance coverage will terminate at the end of the month in which his/her employment with the school district terminates, except for retirement as provided in Section h. below.

e. An enrollee may continue coverage during an unpaid leave of absence by paying the full cost of his/her coverage for each full month he/she is on an unpaid leave of absence.

f. If an enrollee terminates enrollment voluntarily, reenrollment will be subject to the provisions contained herein.

g. The Employer's share of the cost of dental insurance coverage shall be as follows:

Full-time Equivalent Employment Status	Employer Share Individual Coverage	Employer Share Family Coverage
.25 through .50	35%	25 %
.51 through .74	52 1/2%	37 1/2%
.75 through 1.00	70%	50%

Anyone enrolled in any option of the Dental Insurance Plan of the district prior to July 1, 1985, and who did not terminate enrollment voluntarily, shall be eligible to continue enrollment at their F.T.E. enrollment status then in effect for dental insurance purposes.

h. An enrollee retiring from service in this school district who was an enrollee in the Dental Insurance Plan when his/her resignation was accepted by the Board of Education may continue participation in said Plan following retirement from service under the following conditions:

1) The enrollee must have been employed by the school district for at least 5 consecutive years by his/her date of retirement to continue enrollment for individual coverage only.

2) The enrollee must have been employed by the school district for at least 10 consecutive years by his/her date of retirement to continue enrollment for family coverage.

3) The employer's percentage share of the monthly Dental Insurance Plan premium during retirement shall be the same as that in effect at the time of the enrollee's retirement.

C. Health Insurance Declination (Section 125 IRS Plan)

Unit members employed by the District on July 1, 2001, and enrolled in a District health insurance plan on or before June 30, 2001, who are otherwise health insured may opt out annually of the District's health insurance program and receive an annual payment of \$1,200 if formerly enrolled in a Family Plan or \$600 if formerly enrolled in an Individual Plan each year of non-participation. New hires hired after July 1, 2001, who are otherwise health insured must elect not to participate in the District health insurance program for a minimum of one full year to receive a payment of \$1,200 if otherwise eligible for enrollment in a Family Plan and \$600 if otherwise eligible for enrollment in an Individual Plan. Such payment shall be made by the District in June of the school year constituting one full school year of non-participation.

The application together with proof of alternative health care coverage will be submitted to the

Business Administrator in writing each year by May 1st in order to opt out as of July 1st. Re-entry into the District's health insurance program shall be allowed at any time, subject to the waiting period or open enrollment, if any, of the District's health insurance programs' rules and regulations.

Re-entry into the District's health insurance program shall be conditional (1) upon the unit member=s repaying the pro-rata portion of sums paid, if any, under this section; (2) upon establishing a change of circumstances of an emergency nature; and (3) the unit member contributing to the premium cost for health insurance participation thereafter to the same extent as if they had not opted out.

In the event that the unit members' services electing the health insurance buyout hereunder are terminated for whatever reason or the unit member is granted an unpaid leave in excess of that provided for under the Family Medical Leave Act, the unit members shall be required to repay the portion, if any, of the amount applicable to the remaining months of the year.

C. Disability Insurance

Each administrator may participate in the District Group Life Accidental Death and Disability insurance plan. The District reserves the right to change the plan carrier(s) for such coverage provided that equal or better coverage is provided to Association members.

D. Life Insurance

The District will pay premium cost for a \$200,000 term life insurance policy for each administrator medically qualified under the District Group Life Accidental Death and Disability insurance plan. The District reserves the right to change plan carrier(s) provided that equal or better coverage is provided to Association members.

ARTICLE 20 -- SALARIES

1. 2006-2007 Excluding the Athletic Director , Assistant High School Principal, Director of Technology, and the High School Dean of Students, all other administrators will receive an increase of 4% of the administrators 2005-2006 annual salary effective July 1, 2006.
2007-2008 Effective July 1, 2007 all administrators will receive an increase of 4% of each administrator's 2006-2007 annual salary.

In addition to the foregoing annual salary increase, in each year of the agreement, there shall be an additional .5% equity pool of funds. In year 2006-2007, the equity pool shall be based on the total unit salary after the 4% increases provided for above have been applied. The total equity pool established for each year of the agreement will be distributed in the year it is established. Distribution will be made by the Superintendent of Schools. The Superintendent will receive and consider input from the Association regarding his/her distributions of the equity pool in each year of the agreement.

The Superintendent will receive and consider input from the Association when

establishing a salary for a new administrator.

2. Reimbursement for approved use of personal vehicles shall be at the IRS mileage rate as determined on January 1 of any school year. Such IRS rate will be maintained at the January 1 rate through December 31 of the following school year.

3. The District will allocate \$425 per Association member in school year 2006-2007 and 2007-2008 for professional development for administrators.

ARTICLE 21 -- DEFERRED RETIREMENT

A. An administrator with at least 10 years of consecutive administrative service with Scotia-Glenville Central Schools who will attain age 55 or over at time of retirement, or who meets the requirements for the TRS at the time of retirement, will be eligible to receive a retirement increment during the retirement year as herein provided.

B. A written notice of resignation with intent to retire shall be delivered to the Superintendent 180 days prior to the date of retirement.

C. Service broken by an unpaid leave shall be considered consecutive, but the time on unpaid leave shall not be credited in determining the number of years of consecutive service.

D. Such increment will be calculated to a maximum of 325 sick leave days accrued to the retiring administrator as of June 30th preceding the retirement year. The calculation will be made in the following manner:

Number of accrued sick leave days (not to exceed 325 sick leave days) at \$35 per day to a maximum increment of \$11,375.

E. The retirement increment so determined will be paid as an Employer Non-Elective Contribution to the 403-b plan consistent with the terms and conditions as contained in the Memorandum of Agreement between the parties dated *May 1, 2007, a copy of which is attached as Appendix B.*

ARTICLE 22 -- IRS FLEXIBLE SPENDING PLAN

Effective January 1, 1996, the district shall establish a flexible spending plan pursuant to IRS regulations. Such plan shall be administered by an organization selected jointly by the district and the Association. The district shall pay any administrative fees of the plan.

The plan may be used for health insurance premium payments, dependent care costs, unreimbursed medical expenses, and other costs allowed by the IRS regulations.

ARTICLE 23 -- DURATION

A. The provisions of this Agreement shall be effective as of July 1, 2006 and shall remain in full force and effect through June 30, 2008.

B. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

DATED

For the Association:

(signature)

(signature)

For the District:

(signature)

(signature)

APPENDIX A

Rules and Regulations of Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide additional paid sick leave for those administrators who have prolonged, catastrophic, or long-term illness or injury, and who have exhausted their sick leave.
2. A committee of three administrators who are chosen annually by their colleagues will administer the Sick Leave Bank. These trustees are empowered to carry out the general guidelines and rules of procedure for the Sick Leave Bank. All decisions made by the trustees are non-grievable and binding.
3. An Administrative Sick Leave Bank was established in the 1998-99 school year. To join, an administrator needed to contribute a total of 4 days to the Sick Bank in that contract agreement. Any administrator employed after the 1998-99 school year who chooses to join the Sick Bank must contribute 4 of his or her accumulated sick leave days. Contributions will be made on or before the 15th day of the school year or within 15 days of employment. In the event an association member would like to participate in the Sick Leave Bank after the first year of employment, that member must contribute four (4) of his or her accumulated sick leave days.
4. Members of the Sick Leave Bank must formally apply in writing to the Sick Leave Bank Committee for use of sick leave days. Each application is worth a 30 day maximum. Members may receive a lifetime maximum of 180 days. Unused days will be returned to the Bank. The application must be accompanied by certification from the physician involved attesting to the nature of the disability, treatment and prognosis for recovery. The Sick Leave Bank Committee reserves the right to ask the applicant to obtain a second medical opinion at the expense of the applicant.
5. If the Bank falls below 10 days, all Sick Leave Bank participants will contribute an additional sick leave day in order to continue eligibility.
6. In the event that the Sick Leave Bank is dissolved, the number of days still in the Bank will be divided among the participants remaining in the Bank at the time of its dissolution.
7. By October 15 of each school year and on a timely basis throughout the school year, the Superintendent will be provided with a list of all participants in the Sick Leave Bank. The Superintendent will be notified each time Sick Leave Bank days are granted. Furthermore, the Superintendent will be provided with an annual report from the trustees at the conclusion of each school year of operation.

8. The Administrators' Association shall indemnify the District against any and all challenges and/or claims arising out of the administration of the Sick Leave Bank. Such indemnification shall take the form of a statement on the Sick Leave Bank application releasing the District from liability for future claims.

APPENDIX B

MEMORANDUM OF AGREEMENT (“hereinafter “MOA”)

THIS AGREEMENT is entered into as of the 1st day of May, 2007, by and between Scotia-Glenville Central School District (“Employer”) and the Scotia Glenville Administrators' 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, 2007** the Employer and Association agree to the following:

MANDATORY CLAUSES

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

1 **Explanation 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 compensation prior to December 31st 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 member.

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 by January 15th of the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and by January 15th of each subsequent year for up to five (5) years after the year of the Employee's employment severance, or 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 contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the ING representative by the District.
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. Both the Employer and Employee are 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 participant's Includible Compensation.

➤ **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 who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article 21 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. The Employer shall deposit the contribution no later than one month following the employee's severance date.

For Employer

By: _____

Dated: _____

For the Association

By: _____

Dated: _____

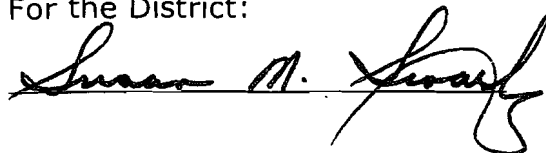
**MEMORANDUM OF AGREEMENT BY AND BETWEEN
SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT AND
SCOTIA-GLENVILLE ADMINISTRATORS' ASSOCIATION**

This memorandum of agreement represents all amendments and modifications to the July 1, 2006 – June 30, 2008 Agreement between the Scotia-Glenville Central School District and the Scotia-Glenville Administrators' Association. Except as expressly modified by the terms contained herein, all other provisions of the 2006 – 2008 Agreement shall remain in full force and effect and all other proposals by either party to amend or modify the terms of the 2006 – 2008 Agreement are hereby withdrawn.

- 1) Elimination of Blue Shield Par Plus – replace with Blue Shield PPO for current employees and retirees, rider for chemotherapy and radiation provided by District. Individuals currently participating in this insurance plan will have the opportunity to participate in the new Blue Shield PPO or any other plan offered by the District provided the open enrollment period for said plan has not passed.
- 2) Increase in three tier drug co-pay from \$5, \$20, \$30 to \$5, \$20, \$35.
- 3) Add 30 day written notice of intent to resign.
- 4) Reduce District Health Insurance contribution for administrative employees with 10+ years of service from 90% (Individual and Family) to 88% (Individual and Family) for all newly hired administrators after July 1, 2010.
- 5) Three year contract commencing July 1, 2008 through June 30, 2011.
- 6) Salary increases as follows:
 - 2008 – 2009 at 4% retroactive to July 1, 2008
 - 2009 – 2010 at 4%,
 - 2010 – 2011 at 4.25%

Dated: 10/06/08

Dated: 10/6/08

For the District:


For the Association:
