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**Contract Database Metadata Elements**

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Union: **Guilderland Central School Administrators Association**

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**AGREEMENT**

**BETWEEN THE**

**GUILDERLAND CENTRAL SCHOOL DISTRICT**

**and the**

**GUILDERLAND CENTRAL SCHOOL ADMINISTRATORS' ASSOCIATION**

**for the period of**

**July 1, 2003 through June 30, 2005**

**RECEIVED**

**MAR 07 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## DEFINITIONS

As used herein the term:

District shall mean the Guilderland Central School District

Board shall mean the Board of Education of the Guilderland Central School District

Superintendent shall mean the Chief Executive Officer of the Guilderland Central School District

Association shall mean the Guilderland Central School Administrators' Association

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

Days shall mean working weekdays unless specifically stated otherwise

## PREAMBLE

The purpose of this Agreement is to effectuate the provisions of Chapter 392 of the laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relations between the District and those professional employees represented by the Association, and to enable the administrators more fully to participate in and contribute to the development of policies for the school district in order that the cause of public education may best be served in Guilderland.

The District and the Association firmly believe that the primary function of the District and the professional staff is to assure each boy and girl attending the Guilderland Central Schools the highest level of educational opportunities obtainable. The District recognizes that educational administration is a profession. The District and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and the Administrative staff.

We believe that one function of good negotiations should be the improvement of education. Therefore, we believe decisions reached should be in the best educational interests of Guilderland students and widen the scope and interests of the people of the Guilderland Central School District.

We believe that anything that affects curriculum should be a matter of study research with both teachers and administrative staff involved.

It is recognized that members of the administrative staff require specialized qualifications and that success of the educational program at Guilderland depends upon the maximum utilization of their abilities.

## ARTICLE I RECOGNITION

The District hereby recognizes the Association as the exclusive negotiating agent for its members in a unit consisting of Associate Principals, Assistant Building Principals, House Principals and Assistant Elementary Special Education Administrator. The District agrees to negotiate terms and conditions of the Summer School Administrator so long as that individual is employed in a position within the Administrators' Unit during the regular school year.

## ARTICLE II ASSOCIATION AND ADMINISTRATOR RIGHTS

1. The District agrees to deduct from the salaries of the members of this unit (in equal, consecutive installments, beginning the first pay period following January 1) dues of SAANYS, NYSAESP, NYSASSP, and their national counterparts as said members individually and voluntarily, in writing, authorize the District to deduct, and to transmit the monies promptly to the respective organizations following the tenth deduction. The Association will, prior to the first pay period following January 1, certify in writing the rates of membership dues, and will give thirty days written notice prior to the effective date of any change thereof. The District will provide the Association with a list of all members of the unit from whose salaries organizational dues have been deducted and the amount thereof upon transmittal of such dues to the appropriate organization. Any member of the unit desiring to discontinue deductions previously authorized, must so notify the District, in writing, no less than one (1) week prior to the effective date thereof.
2. The Association will have the right to use school building and equipment without cost at reasonable times. The principal of the building in question shall be consulted as to availability of space and equipment.
3. Officers of the Association shall have the privilege of pursuing Association business during school hours provided that assigned responsibilities are cared for.
4. Administrators, individually and/or accompanied by an Association representative, will have the right, upon request, to review and make copies of their personal files which relate to the local evaluations of their professional performance in accordance with the procedure as defined by the Personnel Administrator. Such procedure shall be transmitted, in writing, to each member of the unit.
5. No administrator shall be coerced into joining any professional organization by any means.
  - a. No reprisal shall be taken against any administrator for Association activities
  - b. It is further recognized that members of this unit have the right to join or not to join the Association; but membership shall not be a prerequisite for employment or continuation of employment of any employee.
6. An administrator involved in a disciplinary action will not be subjected to reprimand in the presence of anyone other than the building principal, the superintendent and his designee, and/or the Board of Education in executive session.

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**ARTICLE III  
GRIEVANCE PROCEDURE**

Section I - Declaration of Purpose

WHEREAS, The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board), and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section II - Definitions

1. A **grievance** is any alleged violation of the application, meaning or interpretation of this Agreement.
2. The term **supervisor** shall mean any immediate administrative or supervisory officer responsible for the area in which an alleged grievance arises.
3. The **chief officer** is the Superintendent of Schools.
4. **Association** shall mean Guilderland Central Schools Administrators Association.
5. **Aggrieved party** shall mean any person or group of persons in the negotiating unit filing a grievance.
6. **Party in interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. **Grievance Committee** is the officers of the Guilderland Central School Administrators Association or their appointees.
8. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
9. **Grievance Consultant** shall be a person chosen by the Administrators Association and the Board charged with rendering a recommendation to the Board of Education on any grievance under Stage 3.

Section III - Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of this Agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the administrator and the Association.
3. If a grievance affects a group of administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances shall be conducted at the earliest practicable time for the parties involved.
5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Section V, Stage 1(a) and (b), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
11. If any provisions of this grievance procedure or any application thereof to any administrator or group of administrators in the negotiating unit shall be finally determined by any court to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.



12. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Board Record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2, 3, and 4. The aggrieved party and/or the Grievance Committee shall advise the appropriate hearing officer of any alleged errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other remedies available in any other form.

#### Section IV - Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party will be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) days after the administrator knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### Section V - Stages of Grievance

##### **Stage 1... Immediate Supervisor**

- a. An administrator having a grievance will discuss it with his immediate supervisor with the objectives of resolving the matter informally. The supervisor will confer with all parties interested with the aggrieved party present. If resolved at this level, the supervisor shall report orally to his immediate supervisor.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. The immediate supervisor shall without further consultation with the aggrieved party or parties in interest, render a decision thereon in writing and present same to the aggrieved party and parties in interest. This action shall be taken within four (4) days of the receipt of the written grievance.

### **Stage 2...Chief Executive Officer**

- a. If the administrator initiating the grievance is not satisfied with the written decision of the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the administrator shall, within five (5) days, present the grievance to the Association Grievance Committee for its consideration.
- b. If the Grievance Committee determined that the administrator has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) days after the administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) days after receipt of the appeal, the Chief Executive Officer or his duly authorized representative, shall hold a hearing with the administrator and the Grievance Committee or its representative and all other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the administrator, the Grievance Committee and its representative within five (5) days after the conclusion of the hearing.

### **Stage 3...Consultant**

- a. If the administrator and/or the Association are not satisfied with the decision at Stage 2, the Grievance Committee may, within ten (10) days, request the Superintendent of Schools to forward a complete copy of the Grievance Board Record to the Grievance consultant.
- b. The consultant shall be chosen annually by mutual consent of the Association and the Board prior to July 1 of each year.
- c. The duties of the consultant shall be to review all proceedings to date and to make a recommendation to the Board. A copy of such recommendation shall be forwarded to the Association and entered in the minutes of the Board.
- d. The recommendation shall be rendered not later than ten (10) days after the receipt of the Grievance Record Book.

### **Stage 4...Board of Education**

- a. Within ten (10) days after the receipt of the recommendations of the consultant, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- b. Within five (5) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

**ARTICLE IV  
POSITION SECURITY**

Administrators will be notified of organizational changes requiring position elimination at least one year prior to the date on which those changes become effective. Such notice shall be given, in writing, by July 1 of the school year, to the administrator affected and the Association. The effective date of the termination of the administrator's position shall not extend beyond the following June 30. In such event, the administrator will be offered employment in any vacant position that occurs within his/her tenure area. If a vacancy exists outside of his/her tenure area, but within the current positions in the bargaining unit and said administrator is appropriately certified, he/she will be given primary consideration for the vacant position on a probationary basis. Consideration will be based on his/her prior experience and the needs and characteristics of the vacant position with the final decision remaining with the Board of Education. The administrator's rights to a vacancy within his/her tenure area shall be consistent with the current period of preferred eligibility.

If such a vacancy does not exist the administrator shall be offered a teaching position in his/her area of certification as a teacher, if a regular vacancy exists so long as no senior teacher has legitimate rights to that position on the preferred eligibility list. If the administrator had not acquired tenure as a teacher in the District, he/she shall be appointed on a probationary basis. In arriving at the administrator's salary for the teaching position, all prior years in education, including administration, will accrue in determining said salary within the permissible limits of the current agreement with the teachers association.

**ARTICLE V  
ADMINISTRATIVE ASSIGNMENT**

All Administrators will be notified in writing of their position, remuneration and building assignment not later than July 15th, or within seven days of the conclusion of negotiations or Board adoption of a budget, whichever be the latter.

**ARTICLE VI  
ACADEMIC FREEDOM**

The Board will guarantee to all administrators the most reasonable degree of academic freedom within the established program.

**ARTICLE VII  
ADMINISTRATOR LOAD**

1. The professional nature of administrative duties lies beyond the restrictions of specified hours, and dictates that individual discretion be exercised where time load is involved. This is based upon a mutually understood, but unwritten trust entered into when these duties are assumed by professional administrative personnel. The minimum daily attendance requirements of administrators shall include Monday through Friday each week of the work year, excluding only days taken pursuant to the holidays, conference or leaves provisions of this agreement. When excessive hour load does occur, reasonable compensatory time will be individually and privately affected by the involved person. The administrator will, however, notify his/her immediate supervisor prior to taking such time, and in no case will this time be taken as one or more full working days.
2. Effective, July 1, 2003. The length of the work year for all administrators in this unit will be 12 months. Thereafter, unit administrators shall be entitled to earn vacation time in

the same manner as 12 month supervisors, as follows:

Years 1 - 10:            1.83 Days per month  
Years 11 and above    2.00 Days per month

#### **ARTICLE VIII EVALUATION**

Each administrator shall be evaluated annually by his/her immediate supervisor with criteria appropriate to his/her position and shall be provided with a written copy of each evaluation.

#### **ARTICLE IX LEAVES AND HOLIDAYS**

1. Sick Leave

- a. Administrators shall be entitled to twenty (20) days of sick leave per year with full pay. Unused sick days shall be accumulated up to a maximum of three hundred twenty (320) days.
- b. New administrators with previous administrative experience will be granted two (2) days additional sick leave for each year of such experience up to five (5) years. Such days when not used in the first year at Guilderland shall accumulate toward the total of three hundred twenty (320).
- c. Returning administrators will be notified, not later than October 1 of each year of the number of accumulated sick leave days credited to their record as of the previous July 1.

d. Sick Leave Bank

Each administrator may voluntarily contribute, in writing on an approved form a maximum of 10 days per year to a sick leave bank providing that such bank does not exceed 75 days at any given time. Whenever any members of this unit depletes his/her total sick leave accumulation and is certified by a physician selected by the District as unable to report to work, the employee shall be eligible to draw from the sick leave bank up to a total of fifty (50) sick leave days.

- e. Utilization of Sick Leave Days upon Retirement: Effective July 1, 2003 a retiree with 30 or more years of district service; or a minimum of 10 years of administrative service within the district is eligible to receive \$80.00 per day for each day of accumulated sick leave not to exceed 100 days.

2. Parental Leave

Parental Leave will be granted to administrators for a maximum period of one (1) year without pay following suspension of duties. Application for parental leave must be made in writing to the Superintendent or his designee at least two (2) months prior to the inception of the leave. Resumption of duty may, at the District's discretion, coincide with the beginning of a school year or semester. All supervisors on parental leave must notify the District by February 1 whether they will resume duty on the following September 1, and by September 1 whether they will resume duty at the beginning of a second semester.

3. Leave of Absence

Upon approval by the Superintendent, leaves of absence without pay may be granted to administrators for a period not to exceed two years for professional improvement, travel or other approved reasons. Upon return from such leave, the administrator will be placed in an equivalent position to the one held when leave was granted unless the administrator is affected by an abolishment of an administrative position. If said administrator is affected by a position abolishment then the provisions of Article IV of this agreement shall apply. Administrators granted such leave may if they so elect, at his/her sole cost and expense, participate in the District group health and life insurance programs during the period of such leave. Administrators granted leave for purposes of professional improvement will be reimbursed the premium contribution for such coverage allocable to the District pursuant to the terms and provisions of the agreement upon their return to full time service in the district. In addition, administrators granted such leave for purposes of professional improvement shall upon their return to administrative service be placed on the salary schedule as though service was continuous.

4. Jury Duty

Time required for jury duty will be considered outside of the personal leave category and no salary will be deducted. Fees received for jury duty will be refunded to the school district.

5. Professional Association Leave

The elected delegates or officials of local, state and national professional organizations shall be granted leave without loss of pay or personal leave or sick leave to attend their respective annual delegate meetings. Such leave shall not in total exceed five days per year for each administrator who is an elected delegate or official regardless of the number of organizations in which such administrator is a delegate or elected official.

## 6. Personal Leave

- A. Personal leave at full pay will be allowed for the following reasons: Business days will be granted not to exceed three (3) in each school year for which no reason need be given. These days may not be taken for the purpose of extending holidays periods. Unused leave pursuant to this item will be credited to accumulated sick leave annually.
- B. Personal leave at full pay will be allowed for the following reasons with no accumulation toward sick leave:
1. Death in the immediate family. Immediate family is defined as parents, spouses, sons, daughters, aunts, uncles, nieces, nephews, parents or grandparents of both spouses or brothers and sisters of both spouses, foster parents and foster children, not to exceed five days.
  2. Death of a friend or relative other than the immediate family not to exceed one day.
  3. Serious illness in the immediate family not to exceed five days.
  4. Legal business and court action not to exceed five days
  5. Religious holidays not to exceed four days.

Additional days may be granted for personal leave due to extenuating circumstances. Such circumstances must be approved by the Superintendent or his/her designee and the additional days, if approved, will be deducted from the administrator's accumulated sick leave.

Except in emergency situations, application for personal leave must reach the Superintendent at least two days prior to the leave date requested.

## 7. Holidays

Administrators shall be entitled to the following holidays: July Fourth; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday following Thanksgiving Day; Christmas; December 26 if a week day; New Year's Day; Good Friday; and Memorial Day.

## 8. Sabbatical Leave

A full time professional employee represented by this Agreement who is permanently certified shall be eligible for sabbatical leave after six years of service in the district.

Application must be made in writing by February 1 of the year prior to the year the sabbatical leave is to become effective. Assistant Principals will provide their principals with a copy of their sabbatical leave application at the time that it is submitted to the Superintendent. A committee comprised of the Superintendent, one member of the Board of Education and one administrator recommended by the Association and approved by the Superintendent will interview those candidates who submitted a plan of study. The committee's recommendation will be submitted to the Board of Education for consideration. All candidates will be informed of the Board's decision not later than April 1.

Association members approved for sabbatical leave will be reimbursed at 80% of administrative pay for one semester if the leave is for one semester only or at the rate extended to other professional staff if the sabbatical leave is for a full year.

Compensation will be given for time on sabbatical leave as for regular service in the district. Regular annual salary increments will be given for time on leave as for regular service in the district. All fringe benefits will remain in effect during the sabbatical leave.

#### 9. Summer Sabbatical Leave

A full time administrator shall be eligible for a summer sabbatical leave after four years of continuous service as an administrator. Time computed for eligibility shall begin either at the beginning of employment as an administrator or the September 1 following the completion of a summer or full year sabbatical whichever is applicable.

Administrators approved for a summer sabbatical will be compensated at their full per diem rate not to exceed 20 days.

During the time in which the administrator is on a summer sabbatical, no substitute shall be provided to assume the administrator's duties. All such duties all be reassigned to the remaining administrators by the Superintendent.

The summer sabbatical is intended to provide the opportunity for the administrator to engage in an activity in a concept unique to the role of the administrator and of significant benefit to the district. (Guidelines to be developed by the Superintendent). Application for summer sabbatical must be submitted by **February 1** of the year prior to the sabbatical leave. The specific proposal outline shall be submitted to the Superintendent by **March 1** with a copy to the administrator's building principal. Final decision will remain with the Board of Education. (Sabbatical Leave Committee will make recommendations.)

### **ARTICLE X VACANCIES AND PROMOTIONS**

Written notification of vacancies in supervisory and administrative positions within the district shall be sent to all administrators to arrive no later than ten days before the final date when application therefore must be submitted. Such positions shall be of the organizational rank of department chairperson and higher. All candidates will receive written notification of the appointment decision.

### **ARTICLE XI TRANSFERS**

An administrator may request a transfer to another school by submitting a written request directly to the Superintendent. If an administrator is transferred, the administrator shall have the right upon request to discuss such transfer directly with the Superintendent before it becomes final.

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**ARTICLE XII  
CONFERENCES AND GRADUATE COURSES**

**A. Conferences:**

Expenses and attendance by administrators at conferences will be allowed within the following guidelines:

1. The conference must be approved by the Superintendent.
2. The Board will provide an equal sum for conference attendance in the annual budget for each administrator.
3. Conference bills must be itemized and submitted through the Superintendent. Bills will be audited within 30 days following submission.

**B. Graduate Courses:**

The District will reimburse administrators for tuition for graduate level courses so long as the administrator received the prior approval of the Superintendent or his/her designee. Following successful completion of the course(s), the administrator shall forward an official transcript and a receipted claim form to the personnel office for reimbursement.

**ARTICLE XIII  
PHYSICAL EXAMINATION**

Administrators shall have a physical examination at district expense by a physician designated by the district at such time as shall be requested by the Board. The findings upon such examination shall be reported to the Board and may be referred to and considered for evaluation of service, disability retirement or such other purpose as to which the same may relate.

**ARTICLE XIV  
SCHOOL CALENDAR AND SCHOOL YEAR**

A representative of the Association will be consulted in an advisory capacity in matters pertaining to the school calendar.

**ARTICLE XV  
PAYROLL POLICY**

Payroll checks will be distributed on alternate Fridays during the 11-month work year or at the option of the administrator during the 12-month fiscal year. A schedule of pay days will be distributed to members of the Association.

**ARTICLE XVI  
MILEAGE EXPENSES**

All mileage expenses incurred while on approved school business shall be compensated at the IRS rate as of July 1 of the contract year. Administrators with multi-building assignments who regularly travel between buildings will be compensated at this rate for such travel in accordance with the district's approved inter-building mileage measurement.

Mileage incurred for attendance at professional meetings within the school district are not an approved mileage expense.

**ARTICLE XVII  
INSURANCE**

1. Health Insurance

- a. The district will pay 80% of the premium cost of individual coverage and the same percentage for those administrators qualified to and who elect to participate in the family plan.
- b. A committee of two administrators and the Assistant Superintendent will review the health insurance program prior to the expiration of this agreement.
- c. Health Insurance for Retirees: The District will pay 80% of the premium cost for the individual, two-person or family enrollment provided that:
  - The retiree was a member of the plan during the last year of service.
  - The retiree had no less than 12 years of District service prior to retirement.

Should the retiree predecease his/her spouse, the surviving spouse may continue participation in the health insurance program at the same level of district contribution afforded the retiree.

2. Life Insurance

- a. A \$1,000 shared-cost group life insurance policy will be provided for those administrators who wish to participate in the plan. The district will pay the costs of term coverage; the administrator will pay the cost of whole life coverage.
- b. The district shall purchase a level term of life insurance policy for each member of this unit requesting such policy. The policy shall be in the amount of \$85,000. Effective July 1, 2003, the amount shall be \$100,000
- c. The district agrees that individual members of the bargaining unit shall have the option to purchase additional coverage entirely at the employee's cost under the level term policy (2b above) as long as:
  - the company/underwriter permits this option, and
  - the company/underwriter can guarantee the district that there would be no cost increase to the district if those options were exercised.
- d. For each administrator with no less than 10 years of district service, an amount not to exceed \$1,000 per year per eligible administrator shall be available for the purpose of assisting with the development of a whole life insurance program. For administrators having no less than three (3) years of district service, the amount shall be \$500 per year. For administrators new to the district, the amount shall be \$250 per year. Effective July 1, 1993, the above amounts shall be \$1100, \$600, and \$350 respectively.

**ARTICLE XVIII - REMUNERATION**

Salary Improvements

Effective July 1, 2003: Add 4.50% to the 2002-03 base salary  
July 1, 2004: Add 4.75% to the 2003-04 base salary

### Career Steps

Effective July 1, 1993, each eligible administrator shall receive the following differential added to his/her annual salary based on the completion of years of service as an Administrator in accordance with the following schedule:

- Upon completion of 5 years as an Administrator = \$1000
- Upon completion of 10 years as an Administrator = \$2000 Net
- Upon completion of 15 years as an Administrator = \$3000 Net

### **ARTICLE XIX - SERVICE RECOGNITION PROGRAM**

Effective July 1, 2003, a service recognition payment equal to one-fourth (1/4) of the employee's final year total annual salary shall be granted to an administrator who has completed thirty (30) or more years of service with the Guilderland School District or has completed a minimum of ten (10) years as an administrator with the district.

To be eligible for the service recognition program, it must be exercised during the first year in which an employee becomes eligible to retire. In addition, the employee must submit a letter at least six (6) months prior to the anticipated date of retirement. It is anticipated that the date of retirement will occur on the last day of the service year unless an alternate date has been agreed to by the District.

It is understood that to be eligible for retirement benefits set forth in this handbook, including the service recognition program, an employee must be eligible for benefits in accordance with the requirements of a New York State Public Employees Retirement System, be intending to retire under that system and be in good standing with the District at the time of retirement.

### **ARTICLE XX MISCELLANEOUS PROVISIONS**

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

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

If any provision or application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsiding except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of this Agreement shall be printed at the expense of the Board and distributed to all Administrators now employed or hereafter employed by the Board within four weeks after its execution or employment if that occurs later.

The Board agrees to hold administrators harmless from any financial loss including reasonable attorney's fees arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such administrator within or without the

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The Board agrees to hold administrators harmless from any financial loss including reasonable attorney's fees arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such administrator within or without the

school buildings, provided such administrator at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of this employment or under the direction of the school district. This shall include financial loss resulting to an administrator from taking students on trips authorized by the school district provided the administrator was acting in the discharge of his duties within the scope of his employment, and shall require the Board to reimburse an administrator for any additional premiums on his personal insurance up to a maximum of three years resulting from an accident which occurs on such a trip.

Effective July 1, 2003, Unit Administrators are entitled to exercise the option of direct deposit and have access to the District's IRS Section 125 plan.

**ARTICLE XXI  
DURATION**

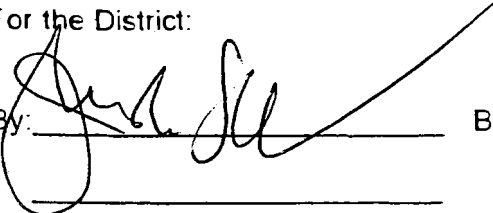
This amended Agreement shall take effect as of July 1, 2003 and on that day shall supersede all previous agreements between the district and the Association, and shall continue to be in effect until June 30, 2005 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing on or before January 1, 2005, or any subsequent year, of a desire to amend or terminate this agreement. If such notice is received by either party, the first meeting shall occur within fifteen (15) days or at a time earlier or later as mutually agreed upon.

**ARTICLE XXII  
REQUIREMENT OF LEGISLATIVE ACTION**

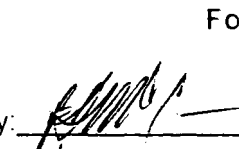
**It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

For the District:

By:   
\_\_\_\_\_  
\_\_\_\_\_

For the Association:

By:   
\_\_\_\_\_  
*Veretta J. Cozzon*  
\_\_\_\_\_

## APPENDIX A

### VACATION

Effective July 1, 2003, Each administrator shall be granted paid vacation for each month worked during the fiscal year (July 1-June 30) of administrative assignment for the Guilderland School District at the rate of one and five-sixth days per month for years 1-10 of administrative service and two days per month after ten years of administrative service.

When a day observed as a holiday falls within a vacation period, the holiday will be awarded and the holiday will not be counted against vacation credits.

All vacation time shall be requested in advance on the prescribed form as far in advance as possible. Choice of vacation time is subject to the approval of the superintendent.

Vacation time accumulated from the previous fiscal year shall be taken between the period of July 1 to June 30. No more than thirty (30) days shall be paid for upon the separation of the administrator from the district.

No more than thirty (30) days of vacation may be taken consecutively.

Administrators shall be credited with three (3) additional vacation days per year after fifteen (15) years of service in the district as an administrator.