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Union: Saranac Lake Administrators Association

Local:

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AGREEMENT

BETWEEN

SARANAC LAKE CENTRAL SCHOOL DISTRICT

AND

SARANAC LAKE CENTRAL SCHOOL DISTRICT ADMINISTRATORS ASSOCIATION

July 1, 2008 - June 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD

NOV 27 2009

ADMINISTRATION
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ARTICLE I
RECOGNITION

This agreement made this 22 day of January, 2009 between the Saranac Lake Central School District, maintaining its principal office at Saranac Lake, New York, hereinafter referred to as "District", and the Saranac Lake administrators, hereinafter referred to as "unit members." This agreement is to remain in effect until June 30, 2011.

The employer hereby employs the unit members and unit members hereby accept employment upon the terms and conditions herein set forth.

The Board hereby recognizes the Saranac Lake Administrators Association as the exclusive bargaining agent and representative for all full-time principals, assistant principals, Director of Health Physical Education and Recreation, the Director of Pupil Personnel Services/Chairperson of Special Education.

ARTICLE II
RESPONSIBILITIES

Unit members are employed to direct and coordinate, under the supervision of the Superintendent of Schools, the planning, operation and evaluation of the educational program. Unit members shall perform such duties as may reasonably be required by the employer for the efficient administration of the educational program of the schools.

If the District seeks to assign additional duties to a unit member outside of the normal duties of that position, the District and the Association will negotiate the assignment of and compensation for those duties.

ARTICLE III
PERSONNEL FILES

There will be one (1) official District personnel file for each unit member and unit members shall have the right, upon request, to review the contents of his/her file. A representative of the Association may, at the unit member's request, accompany the unit member in such a review.
When any derogatory material is added to a unit member's personnel file, it shall clearly denote the source and the date of the entry. The unit member will be given a copy of the item within ten (10) working days of the entry. No anonymous material shall be placed in the unit member's file.

A unit member shall be given an opportunity to affix his/her signature to any material to be placed in his/her personnel file. Such signature shall indicate that the unit member has examined the materials and does not necessarily indicate agreement. The unit member may, at his/her discretion, attach a written statement to the material. A unit member may attach a response to any entry in his/her file or may seek its removal through the Grievance Procedure within fifteen (15) working days from the date of receipt of notification.

ARTICLE IV
WORK SCHEDULE, LEAVES

1. Each unit member shall devote the number of hours each day that are necessary to fulfill the responsibilities of their position as determined by the Superintendent.

2. The work year is defined as 12 calendar months, beginning on July 1 of each year and ending on June 30 of the following year.

3. Each unit member will devote all the time and effort necessary to conduct and oversee all the responsibilities of his office. Each unit member shall receive 25 vacation days annually. Upon tenure each unit member will receive 30 days of vacation annually. Vacation shall be taken within 12 months of the year in which it is earned, with permission of the Superintendent a maximum of (10) unused vacation days may be carried over to the next school year. All remaining unused vacation time will be converted to sick time at the end of a contract year. Unit members may be granted additional leave at the discretion of the Board of Education.

4. Vacation days will not generally be approved on teaching days between September 1 and June 30. At the discretion of the Superintendent vacation days may be taken during the school year.

5. **Personal Leave:** Each unit member will be granted 5 personal leave days each work year.
without loss of pay. It is the intent and purpose of this paragraph to provide the unit member with leave to attend to only those personal matters which cannot be attended to at a time other than during the normal work day. Personal leave exceeding 5 work days in each work year shall be deducted from accumulated sick leave.

6. **Sick Leave:** Each unit member shall earn 23 days of sick leave in each work year. Unused sick leave may be accumulated to a maximum of 220 days. During each fiscal year each unit member shall have available for use the number of sick days earned during the current fiscal plus the number of days carried forward (maximum 220) from the prior year.

7. **Bereavement Leave:**
   a. Each unit member will be granted bereavement leave without loss of pay up to five (5) days for each death in the unit member’s immediate family. Immediate family shall mean spouse, domestic partner, child, sibling, parent, guardian, parent-in-law, and grandchildren. Such leave shall not be deducted from accumulated sick leave.
   b. In addition and upon review by the Superintendent, a discretionary bereavement leave may be granted on a case-by-case basis for categories not defined by “immediate” family. The decision of the Superintendent in granting or denying the discretionary leave is final and not subject to the grievance procedure.

8. **Serious Family Illness:** Each unit member will be granted leave for serious family illness without loss of pay up to five (5) days per year. Immediate family shall be defined as in paragraph 7 above. Such leave shall not be deducted from accumulated sick leave. All additional serious family illness days will be deducted from accumulated sick leave.

**ARTICLE V**

**SALARY**

The pay differential for all unit members, except the Director of Pupil Personnel/Chairperson for Special Education, in any year will be at least $7,500 greater than the Step 23 of the Saranac Lake Teacher’s Association contract. The pay differential for the Director
of Pupil Personnel Services/Chairperson for Special Education will be at least $5,500 greater than the STEP 23 of the Saranac Lake Teacher’s Association.

<table>
<thead>
<tr>
<th>Year</th>
<th>Step</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>Step 23</td>
<td>$68,000</td>
</tr>
<tr>
<td>2009-2010</td>
<td>Step 23</td>
<td>$69,500</td>
</tr>
<tr>
<td>2010-2011</td>
<td>Step 23</td>
<td>$70,900</td>
</tr>
</tbody>
</table>

For the year 2008-2009, each unit member shall receive a four percent (4%) increase based on the highest BASE SALARY with the exception of the three lowest paid unit members who shall receive a four percent (4%) increase PLUS “catch-up” money as outlined in preceding paragraph. In years 2009-2010 and 2010-2011 the increase shall be computed by taking the highest ACTUAL SALARY in each year, applying four percent (4%) and given to all unit members.

The district agrees to provide for salary increases to be applied to the unit member’s salaries for 2008-2009, 2009-2010, and 2010-2011 as follows:

<table>
<thead>
<tr>
<th>Unit Member (YID)</th>
<th>Step/Salary 07-08</th>
<th>2008-09 Increase</th>
<th>Increment</th>
<th>2008-09 Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Josh Dann (2)</td>
<td>(67,925)</td>
<td>$7,575</td>
<td>N/A</td>
<td>$75,500</td>
</tr>
<tr>
<td>Patrick Hogan (16)</td>
<td>(81,500)</td>
<td>$3,355</td>
<td>$750</td>
<td>$85,605</td>
</tr>
<tr>
<td>Patricia Kenyon (10)</td>
<td>(83,305)</td>
<td>$3,355</td>
<td>$250</td>
<td>$86,910</td>
</tr>
<tr>
<td>Paul Leahy (15)</td>
<td>(83,875)</td>
<td>$3,355</td>
<td>$750</td>
<td>$87,980</td>
</tr>
<tr>
<td>Chad McCarthy (1)</td>
<td>(65,000)</td>
<td>$8,500</td>
<td>N/A</td>
<td>$73,500</td>
</tr>
<tr>
<td>Bruce VanWeelden (14)</td>
<td>(69,179)</td>
<td>$6,321</td>
<td>$500</td>
<td>$76,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Member</th>
<th>2009-10 Increase**</th>
<th>Increment</th>
<th>2009-10 Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Josh Dann (3)</td>
<td>(75,500)</td>
<td>$3,519</td>
<td>N/A</td>
</tr>
<tr>
<td>Patrick Hogan (17)</td>
<td>(85,605)</td>
<td>$3,519</td>
<td>N/A</td>
</tr>
<tr>
<td>Patricia Kenyon (11)</td>
<td>(86,910)</td>
<td>$3,519</td>
<td>$500</td>
</tr>
<tr>
<td>Paul Leahy (16)</td>
<td>(87,980)</td>
<td>$3,519</td>
<td>N/A</td>
</tr>
<tr>
<td>Chad McCarthy (2)</td>
<td>(73,500)</td>
<td>$3,519</td>
<td>N/A</td>
</tr>
<tr>
<td>Bruce VanWeelden (15)</td>
<td>(76,000)</td>
<td>$3,519</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Four percent (4%) applied to highest ACTUAL salary for 2008-2009 to arrive at increase
<table>
<thead>
<tr>
<th>Unit Member</th>
<th>2010-11 Increase**</th>
<th>Increment</th>
<th>2010-11 Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Josh Dann (4) ($79,019)</td>
<td>$3,660</td>
<td>N/A</td>
<td>$82,679</td>
</tr>
<tr>
<td>Patrick Hogan (18) ($89,124)</td>
<td>$3,660</td>
<td>N/A</td>
<td>$92,784</td>
</tr>
<tr>
<td>Patricia Kenyon (12) ($90,929)</td>
<td>$3,660</td>
<td>N/A</td>
<td>$94,589</td>
</tr>
<tr>
<td>Paul Leahy (17) ($91,499)</td>
<td>$3,660</td>
<td>N/A</td>
<td>$95,159</td>
</tr>
<tr>
<td>Chad McCarthy (3) ($77,019)</td>
<td>$3,660</td>
<td>$750</td>
<td>$80,679</td>
</tr>
<tr>
<td>Bruce VanWeelden (16) ($79,519)</td>
<td>$3,660</td>
<td>$750</td>
<td>$83,929</td>
</tr>
</tbody>
</table>

**Four percent (4%) applied to highest ACTUAL salary for 2009-2010 to arrive at increase**

If, over the term of this contract, the duties of the Director of Pupil Personnel/Chairperson of Special Education are expanded, the differential will be increased to equal that amount paid to the two other lowest paid members.

Effective July 1, 2008, the following service increments shall be applied prospectively in addition to any percentage increase on wages:

- $250 after completion of 5 years of service to the District.
- $500 after completion of 10 years of service to the District.
- $750 after completion of 15 years of service to the District.

**ARTICLE VI**

**ASSISTANCE**

1. Unit members shall be provided with clerical assistance as shall be reasonably necessary for them to effectively accomplish the duties assigned to the administrators by the employer.

**ARTICLE VII**

**BENEFITS**

1. **Benefits:** The employer shall provide all the same benefits to the unit members and their dependents as provided to other professional (teachers) employees including health insurance with the exceptions listed below:
a. Unit members shall contribute to the premiums for health insurance each year as follows:

- Individual Plan $ 500 per year
- Family Plan $1,000 per year
- Super Family Plan $ 500 per year

b. Upon retirement, unit members who retire after ten (10) or more years of service as an administrator or after seventeen (17) years of service in the District shall have their retirement contribution paid by the District. Any unit member who retires with less than seventeen (17) years of service in the District will pay the portion of the premium that the unit members are paying at the time of their retirement.

The same health plans and benefits provided in the teacher's contract Article XXX shall apply to Saranac Lake Administrators Association.

2. **Dues Deduction:** When authorized in writing by the unit member, the employer shall deduct from his salary dues for any professional organization or association, and the employer shall promptly transmit such deductions to the authorized organization or association on behalf of the unit member.

3. The District agrees to permit each unit member to budget and expend an amount not to exceed $800.00 per year for dues to professional organizations such as ASCD, AASA, NASSP (SANYS not included) for the benefit of the unit member.

4. As a reward for staying in good health, the District agrees to permit any unit member who maintains a minimum balance of one hundred (100) accumulated sick leave days to convert up to forty (40) days at year’s end at a value of $150 per day to a maximum amount of $6,000 per year. The unit member may elect to contribute all or a portion of such amount to his/her 403(b) plan or receive all or a portion of such amount in cash. If the unit member elects to contribute to his/her 403(b) plan, the District will pay such amount directly to the unit member’s 403(b) plan sponsor by September 1 of each year.
ARTICLE VIII
GRIEVANCE PROCEDURE

1. Definitions
   a. "A grievance shall be any claim by a unit member that a provision of this agreement has been violated or that there has been an alleged misinterpretation of the application of existing laws, rules, or policy."
   b. "Days" shall mean work days.

2. Procedure:
   a. Step One The unit member shall present his grievance to his immediate supervisor. Discussion and resolution of the grievance shall be on an oral and informal basis. If the grievance is not resolved on any informal basis, then the grievance must be presented to the immediate supervisor in written form. Within five days subsequent to the presentation of the grievance in written form the immediate supervisor shall render a written decision setting forth his determination of the grievance together with the reasons for his decision. A copy of the decision shall be delivered promptly to the administrator. If such grievance is not resolved in a manner satisfactory to the unit member, the unit member, within ten days after receipt of the supervisor's written decision may proceed to Step Two.
   b. Step Two The unit member shall request in writing a review and determination of his grievance by the employer. In such case, the aggrieved unit member and his immediate supervisor shall each submit to the president of the Board of Education a written statement setting forth the specific nature of the grievance, the relevant facts, and the decision reached by the immediate supervisor. Thereupon, and within ten days after receipt of the written request for review and determination, the person or committee designated by the employer to resolve the grievance shall hold a hearing on the grievance. The immediate supervisor of the unit member shall not participate in Step Two of the grievance procedure. Unless otherwise requested by the unit member, the hearing shall be conducted in executive session.
Within ten days after the conclusion of the hearing, the person who or committee which heard the case shall render a written decision setting forth his, or its, determination of the grievance together with the reasons for his, or its, determination of the grievance, and it shall be delivered promptly to the unit member and his immediate supervisor. A decision terminating Step Two shall not be construed as prejudicing the unit member from seeking further relief with respect to the grievance in an appropriate administrative or judicial proceeding.

**ARTICLE IX**
**UNIT MEMBER PHYSICALS**

Unit members will be permitted to have the required annual school physical examination conducted by their personal family physician rather than the school physician.

Unit members shall submit medical expenses for this physical examination to their health insurance provider and the District agrees to compensate unit members for any unreimbursed costs in an amount not to exceed $350 per year.

**ARTICLE X**
**SICK LEAVE BANK**

A. **Purpose:** The Sick Leave Bank is established to aid unit members who suffer prolonged illness and whose sick leave accumulation has been exhausted.

B. **Membership:** Any unit member may voluntarily join the Sick Leave Bank. He may do so by signing an authorization form requesting the Board of Education to deduct a maximum of twenty-four (24) days per school year from his accumulated sick time. A member may elect to enroll in this bank during the month of September, February and June of each school year. During any one school year, the total number of days available at any one time in the bank shall not exceed 120 days for each member of the administrators bargaining unit.

C. **Utilization:** Requests to utilize the Sick Leave Bank will be made to the Superintendent
and Board of Education. A request to utilize days from the bank will require:

a) A doctor's statement indicating the nature of the illness or injury.

b) A statement from the district that the unit member has exhausted his/her accumulated sick days.

c) A statement from the unit member indicating the approximate number of days requested.

d) A unit member may borrow a maximum of 120 days during a single school year.

e) If the unit member does not use the total number of days requested, the balance of such days shall be returned to the sick bank.

D. The Association has the responsibility for developing and implementing the guidelines for use of Sick Leave Bank. The decision of the Superintendent and Board of Education in either granting or denying the use of Sick Leave Bank days shall be final and binding and not subject to the grievance procedure.

ARTICLE XI
RETIREMENT INCENTIVE

A. Upon retirement and subject to the limitations and provisions of this article, unit members shall receive a single lump-sum payment according to the following schedule:

- After 10 years of service as a unit member or 15 years of service in the District: $15,000
- Years 11-25 as a unit member: $1,500 per year to a maximum of $22,500

In addition up to 50% of accumulated sick leave will be paid to the unit member at their per diem rate of pay at the time of retirement. The maximum allowable payment under both these provisions shall not exceed $37,500.

B. To be eligible for this benefit upon retirement, a unit member must meet the following criteria and stipulations:

1. The unit member must be eligible and must have made application for retirement under the provisions of the New York State Teacher's Retirement System;

2. The unit member must provide the Board of Education with a letter of retirement one hundred eighty days (180) prior to his/her effective date of retirement.
3. The unit member may, when faced with life altering events, rescind the letter of retirement any time prior to ninety (90) days of his/her effective date of retirement.

C. For the purpose of this Article the following limitations and definitions apply:

1. The effective date of retirement shall mean the day following the last day the unit member is employed by the District.

2. "Year of eligibility" is defined as the year in which the affected unit members’ effective date of retirement takes place in relationship to the eligibility requirements under the appropriate retirement system for eligibility to receive a retirement benefit.

3. a) The unit member will receive the benefit in a single lump-sum payment on the first payroll following the effective date of retirement, unless some other arrangement is made with the District Office before the first payroll of either semester or May 1. The unit member will receive this benefit as a deposit in a non-elective 403(b) account established by the District.

4. If at any time the District is required to participate in a mandatory State offered Retirement Incentive, the unit member, if qualified, shall have the right to select either the State offered incentive or the local incentive, but cannot opt for both.

ARTICLE XII
PROFESSIONAL GOALS AND EVALUATION

1. **Goals:** All unit members will develop goals on an annual basis and submit these for review by the Superintendent no later than October 1. These goals will be in the following areas:

   a. **Leadership** (At least one goal)
   This area refers to specific leadership skills to be acquired or modified to reflect continuous development as an administrative leader. At the discretion of the Superintendent, and only after discussion with the unit member, goal(s) in this area may be assigned.

   b. **Building** (At least two goals)
   This area reflects specific program, grade/department, student achievement, and/or community goals that the unit member wishes to pursue at the building level.

2. **Evaluation:**

   The Superintendent of Schools, on an annual basis, will evaluate all unit members. The evaluations will be completed on or before the first day of each school year (July 1).
ARTICLE XIV
SCOPE AND DISTRIBUTION OF AGREEMENT

1. This agreement contains the entire agreement between the parties hereto. No amendments, alterations, or modifications may be made to this agreement unless such amendment, alteration, or modification is contained in a written document executed by the administrator and a duly authorized representative of the employer with the same degree of formality as this agreement.

2. Any dispute or disagreement between the parties shall be decided in accordance with the applicable provisions of this agreement. If this contract does not contain provision with respect to the cause for such dispute or disagreement, such dispute or disagreement shall be decided in accordance with the established practices between the employer and other employees in effect at the time such dispute or controversy arose.

3. In this agreement, the use of the masculine includes the use of the feminine unless the context requires otherwise.

4. The District shall print copies of the agreement and distribute a copy to each member of the Association not later than sixty (60) days after the final agreement is executed by the parties. Any new member(s) of the Association shall be provided a copy of this agreement within ten (10) working days after he has assumed the position.

5. If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extend permitted by law. However, all other provisions of this Agreement shall continue in full force and effect.
ARTICLE XIV
SIGNATURES

The duration of this Agreement shall be for the period beginning July 1, 2008 and ending June 30, 2011.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and year written below.

BY

Superintendent of Schools

Date

BY

For the Administrators

Date