

**LANSINGBURGH CENTRAL SCHOOL DISTRICT
576 FIFTH AVENUE
TROY, NEW YORK 12182**

**AGREEMENT
BY
AND
BETWEEN
THE
CHIEF EXECUTIVE OFFICER
OF THE
LANSINGBURGH CENTRAL SCHOOL DISTRICT
AND THE
LANSINGBURGH ADMINISTRATORS ASSOCIATION**

July 1, 2022 – June 30, 2026

Table of Contents

	<u>Page</u>
Article I - Recognition	1
Article II - Negotiations	1
Article III - Administrator Responsibility	1
Article IV - School District Responsibilities	4
Article V - Sick Leave	9
Article VI - Leaves of Absence.....	12
Article VII - Extended Leaves of Absence.....	13
Article VIII - Sabbatical Leaves	14
Article IX - Non-Tenured Employment.....	16
Article X - Compensation	16
Article XI - Insurance.....	19
Article XII - Retirement	21
Article XIII - Professional Dues.....	23
Article XIV - Grievance Procedure.....	23
Article XV - Term	28
Article XVI - Administrative Performance	28
Evaluation	
Appendix A	30

ARTICLE I - Recognition

1. The School Board of Education of the Lansingburgh Central School District (the "District") at Troy recognizes the Lansingburgh Administrators Association (the "Association") as the exclusive negotiations agent and representative for the following administrators: High school, middle school, and elementary principals or house principals; high school and middle school assistant principals and directors as named: director of guidance, athletic director, director of curriculum, and pupil personal services director.

2. If a new position is created during the term of this Agreement (the "Agreement"), the inclusion of said position in this negotiating unit shall be determined by the mutual agreement of the parties.

ARTICLE II - Negotiations

1. During the negotiations the District and Association will present data, exchange points of view and make proposals. Both parties agree to make available to each other, in accordance with reasonable requests, information concerning financial resources of the District, tentative budgetary requirements and allocations and such information as will assist in developing proposals under the terms of this Agreement.

2. Contract negotiations may be reopened by mutual consent.

ARTICLE III - Administrator Responsibility**1. Management**

The Board of Education realizes that in order to discharge the responsibilities incumbent upon him/her, the principal/administrator must

have commensurate primary authority in his building or department. To this end it is expected that the actions of each principal will conform to established and stated policies of the Board.

In situations not covered by policy or directive of the Superintendent, the principal/administrator is empowered to act according to the dictates of his/her professional judgment. This would include, but not be limited to evacuating the building, if in his/her opinion, the health or safety of students or staff was in danger. A determination to close the building temporarily will be made in consultation with the Superintendent, if available.

- A. A principal/administrator, under the direction of the Superintendent, shall have the right to manage his/her individual school or department, including but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the assigned school personnel, and to conduct the operation of the school in a safe effective manner, in accordance with the established policies of the District, the Regulations of the Commissioner of Education, all applicable statutes (State and Federal), and the contractual rights and obligations.
- B. The principal/administrator shall have the responsibility and authority to recommend to the Superintendent the assignment of certified personnel within his/her building or department in a manner consistent with the best organization of the building or department and in accordance with established law, regulations of the Commissioner of Education and with the established policies of the District.
- C. The principal/administrator shall be consulted before the

assignment of all personnel, teaching and non-teaching, to his/her building or department whenever possible.

- D. Information regarding complaints concerning staff members or pupils of a specific school which are made directly to the Board of Education or any member thereof, or the Superintendent, will be provided the building principal and other appropriate administrators. No complaint shall be resolved without consultation and involvement of the building administrator or director or supervisor appropriate to the complaint.
- E. Because of the unusual nature of the building principal assignment and because of additional responsibilities agreed upon in this contract and other responsibilities necessary to manage a school building, when it is necessary for the principal to be out of the building that principal shall arrange for emergency coverage of his/her building in his/her absence.

2. Work Year

Administrators shall serve in eleven (11) month positions working a total of twenty (20) days between the close of school in June, and the opening in September. There shall be an administrator present in each building during the five (5) days immediately prior to school opening. Additional summer work, up to five (5) days, may be assigned to an administrator, to be paid at their daily rate, at the discretion of the Superintendent. The schedule for summer work shall be mutually developed with final approval by the Superintendent.

3. Athletic Director Summer Work

In addition to summer employment, the athletic director, with the approval of the Superintendent/Board of Education, may receive up to five (5) additional days of salary for additional summer responsibilities (emergencies, tournaments, etc.) to be paid at the rate of 1/200th his/her salary.

ARTICLE IV - School District Responsibilities

1. Teacher Evaluation

- A. The responsibility for the evaluation of teachers is shared by the total administrative team. Since the primary responsibility for evaluations rests with the principal of the school or, in the case of special teachers, with their supervisors, or director, all will share with the principal, supervisor, or director information regarding each teacher's performance.
- B. Administrators shall be free to make informal visits to classrooms at any time they deem necessary to supervise the improvement of instruction, implementation of program, study of student behavior, and study of safety standards. Normally, no written or oral reason or report shall be required to be provided to the teacher except when the purpose is for formal teacher evaluation as required by District evaluation procedures.
- C. Principals may delegate the process of evaluating a teacher to another member of the administrative team.
- D. An administrator may ask for the assistance of another administrator in the evaluation of any probationary teacher.
- E. The administrators in charge of an administrative unit or

department shall be responsible for recommending to the Superintendent those probationary teachers who, in their opinion, should be retained or dismissed. The final power to make such decisions with reference to the recommendations to the Board of Education rests with the Superintendent.

- F. Recognizing that the evaluation of teachers is a prime responsibility of administrators and the administration, any contemplated change in the teacher evaluation process shall occur only after consideration of the recommendation of the Association.

2. Teacher Assignment

- A. Administrators shall assign teachers to teaching grades or courses within the teacher's area of tenure and/or certification according to the best interests of the education program of a school building or department for which he/she is responsible, subject to the approval of the Superintendent, and within the time limits set in the contract of other groups.
- B. The principals, in case of emergency may assign a teacher to a duty outside the daily routine of the teacher's job performance.

3. Curriculum Implementation

Administrators shall be represented on all curriculum committees.

4. School District Organization

- A. No change shall occur which would reduce, alter, combine or eliminate present administrative positions without the prior consultation with, and opportunity for reaction within twenty (20)

school days by the Association. Such proposed changes shall be put in writing to the Association.

- B. The administrator assigned to a building, and appropriate directors or supervisors shall be involved in the planning and construction of any new construction, building addition or alteration to a building and its program.

5. Curriculum Committee Assignments

Effort will be made to assign administrators to curriculum committees according to their interests and with the consent of the administrator.

6. Recruiting

- A. Where possible, administrators will interview those candidates who are applicants for positions in the school or department they administer. Normally, it is expected that the only candidates recommended to the Board of Education for employment by the Superintendent of Schools will be those recommended by the administrator.
- B. Where possible, administrators will have the opportunity to visit teacher preparation institutions and schools where prospective candidates are employed, at full District expense, within the limitations of the budgetary appropriation therefor.
- C. The administrator, whenever possible, shall have a candidate's documents in his possession before the candidate is interviewed.

7. Board-Staff Negotiations

- A. The Association will be afforded the opportunity to make known its

position to the Board Negotiating Team regarding portions of other employee group contracts, the terms of which tend to affect the working conditions of the Association, and prior to ratification by the Board of Education.

- B. Any administrator participating in any manner in negotiating sessions, other than Association - Board negotiating sessions, will not be placed in a position of "Confidentiality" and a letter so stating shall be submitted to the Association.

8. Scheduling

Principals will consult with staff members as to the scheduling and placement of individual students in the educational program. Final decisions, in scheduling and placement of individual students will be recommended by the principals and/or assistant principals and subject to review by Superintendent and Board of Education.

9. Duties

Principals shall not be required to perform duties that take time from the essential duties connected with their positions (i.e. - riding buses to supervise children scheduled for music rehearsals, etc.).

10. Protection

The District will provide reimbursement for repair or value, whichever is less, up to a maximum of \$300 per person per incident, for clothing or personal effects damaged or destroyed or stolen during the course of an incident related to employment, provided the loss is not caused by the negligence of the claimant.

11. Vehicle Protection

In each school year a fund of two thousand (\$2,000) shall be established to cover damage to automobiles and/or other vehicles of administrators while on school property or while parking on the public streets, when an administrator is conducting business in any of the District's schools. Such damage must be reported to the police. Central Office parking areas are on the public streets.

12. School District Responsibilities

Whenever duly authorized by an administrator, in writing, payroll deductions will be made in accordance with the authorization for any or all of the following purposes:

- A. U.S. Savings Bonds;
- B. Dues to any professional organization;
- C. Tax Sheltered Annuities (approved by the District);
- D. Credit Union Savings; and/or
- E. Repayment of Retirement system loans.

13. Personnel File Policy

The official record of administrator performance (personnel file) shall be maintained with each administrator's personnel record folder at the Central Office of the District. The personnel file shall include documentation deemed appropriate by either the administrator or supervisor. A copy of each document in the personnel file shall be provided the administrator at the time it is inserted in the file. The contents of the official performance record file may be reviewed at any time during normal working hours by the administrator on reasonable notice to the Superintendent. The administrator

may file a response of reasonable length to any document in the record of administrator performance but the failure to respond shall not indicate agreement with its contents and no adverse inference shall be drawn therefrom.

ARTICLE V - Sick Leave

1. Sick leave is the absence of an administrator due to illness or injury. It may also be the absence of an administrator due to the illness or injury of a person in the immediate family of said administrator. For the purposes of this Agreement, immediate family is defined as: spouse, children, parents, or parents-in-law, siblings, siblings-in-law, grandchildren, or persons residing in the immediate household of the administrator or person who served in fact as parent to either the administrator or administrator's spouse. Leave for illness or injury in the immediate family shall be limited to five (5) days for any one such illness except that in the event of unusual circumstances the administrator may be granted the use of additional days upon application to the Superintendent.

2. General Rules

- A. Administrators shall be entitled to sick leave as of the first day of each school year, whether or not the administrator reports for duty on that day. New administrators must report on the first day. An administrator shall be allowed seventeen (17) days of sick leave annually. Days of sick leave shall be cumulative up to a maximum of 350 days.
- B. While an administrator remains employed he or she may continue to accumulate sick days over the cap for his or her use.

At the time of retirement, however, only days up to the cap shall be considered to have any value and days in excess of the cap shall be forfeited.

- C. When a school is closed because of an emergency, salary or sick leave deductions will not apply to administrators assigned to that school.
- D. An administrator who has exhausted the regular sick leave shall be allowed additional absence from duty in any school year to the amount of thirty-five (35) days, plus two (2) days for each year of service credited for salary purposes or for each year of service in this District, whichever is greater. Unused supplementary sick leave is not cumulative. Each day of absence under supplementary sick leave shall be with salary deduction at the rate of the annual salary divided by 400 for ten month employees, the annual salary divided by 440 for eleven month employees, or the annual salary divided by 520 for twelve month employees. Absence from duty beyond the supplementary sick leave allowance shall be with loss of full salary at the rate of 1/200th of the annual salary. Supplementary sick leave may be denied in specific instances at the discretion of the Board retroactive to the day following the previous regular Board meeting.
- E. A pool of sick leave shall be established to supplement or extend the present practice of granting thirty-five (35) one-half (1/2) days of supplemental sick leave. This pool shall be filled by voluntary contributions from members of the administrative staff of any portion of their own sick leave. Contributions to the pool

may be made at any time during the school year on a form approved by the Superintendent and the Association. Use of sick leave pool is contingent on availability of donated days. Applications to borrow from the sick leave pool will be made to the Superintendent. The Superintendent and the President of the Association will serve as trustees of the sick leave bank, and all decisions relating to applications for borrowing will be made by them. Such decisions shall not be subject to the grievance procedure although a rejected applicant may ask for, and will receive, a review of the decision.

3. Whenever an administrator is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or assault occurring in the course of his/her employment and receives workers' compensation payment for such absence, he/she will be paid his/her full salary during his/her absence from employment up to a period of one (1) year (less the amount of any workers' compensation award made for temporary disability due to said disability) and no part of such absence shall be charged to his/her annual sick leave or accumulated sick leave.

4. Accompanying the first pay check of the school year shall be a statement of the accumulated sick leave for each administrator. Said statement to include the sick leave credited for the current year and current salary.

ARTICLE VI - Leaves of Absence

1. In addition to personal and family illness or injury, six (6) days of sick leave may be utilized for personal business each year to allow staff members to transact business which cannot reasonably be transacted outside of regular school hours. Personal business days do not include vacation and/or employment out of the District. In order to take a personal business day, the administrator need only state that the leave is for personal business. Forty eight (48) hours in advance, except in emergencies, assistant principals will notify their building principal while all other administrators will notify the Superintendent. Such personal leave to be taken preceding or following a vacation period requires the approval of the Superintendent and must not jeopardize the educational program of the school.

2. Up to six (6) days in the aggregate will be granted without loss of pay for the attendance of the official representative(s) of the Association at Association conferences.

3. Time necessary for appearance in any legal proceeding connected with the administrator's employment or with the school system, or the performance of jury duty, or if he/she has been subpoenaed in a legal matter which he/she is not legally personally involved will be granted. An administrator taking such leave shall reimburse the District for any fees he/she receives as a juror or witness.

4. Five (5) days at any one time in the event of death of a member of the immediate family will be granted. For purposes of this section,

"immediate family" shall be defined as the administrator's spouse, child, parent, person who served in fact as the parent or guardian of the administrator or his spouse, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, person residing in the administrator's household, or person in the administrator's custodial care. Days taken in excess of five (5) in any year will be charged against sick leave or accumulated sick leave.

5. Three (3) days leave of absence with pay will be granted annually to any administrator who wishes to observe traditional and customary religious holidays where absence or abstention from work is required by the official rules or laws of that person's religion. These days of absence must be those recognized by the Commissioner of Education as "Days of Religious Observance" and an administrator involved must be willing to have the Board verify his/her being a practicing member of such religion.

ARTICLE VII - Extended Leaves of Absence

1. Military leave will be granted any administrator as provided by military law. Upon returning from such leave, an administrator will be placed at the salary level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

2. A leave of absence without pay or salary increase credit up to one (1) year may be granted for personal reasons by the Board of Education upon the recommendation of the Superintendent.

3. Any administrator whose personal illness extends beyond the period of accumulated sick leave and supplementary sick leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years, without pay or salary increase credits or benefit credit.

4. All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her on his/her return, and he/she will be assigned the same position he/she held at the time his/her leave commenced, if available, if not, to a substantially equivalent position. An administrator who returns from such leave will return at the same level of salary as received when the leave commenced, except that an administrator having served at least five (5) months in the school year in which the leave commenced shall be entitled to any intervening increases.

5. All requests for leave and extensions of renewal of leaves must be applied for and granted in writing.

6. An administrator on a leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least five (5) months prior to the expiration of such leave. Failure to notify the Superintendent shall be assumed to constitute a resignation.

ARTICLE VIII - Sabbatical Leaves

1. Sabbatical leaves may be granted to administrators who served at least seven (7) consecutive years as an employee of the District for study or other purposes of value to the District. An administrator granted a

sabbatical leave shall return immediately following the sabbatical to the school system for at least one (1) full year.

2. Application for sabbatical leave must be submitted to the Superintendent in writing no later than January 15th of the school year preceding the school year for which the sabbatical is requested. Administrators will be informed of the action taken on their request no later than March 1st of the school year the request is made. In the case where there is a principal and an assistant principal in the same building, only one principal may be granted a sabbatical leave or overlapping leave at one time. Not more than two (2) persons within the District may be absent on sabbatical leave at any one time.

3. Sabbatical leaves of one (1) year shall be at one-half the salary the administrator would have received during the period of such leave and for one-half (1/2) of a year, full salary. Administrators will be given credit towards salary increases while on sabbatical leaves. A person granted sabbatical leave may not receive income from other sources including the District which would exceed 1.25 times the salary he would have been entitled to during the period of sabbatical leave.

4. Any monies paid to anyone granted a sabbatical shall be returned if said person does not return to the school system for the specified time of employment. Anyone returning but not remaining for the specified time of employment shall return monies paid them at a prorated schedule. Any monies due to the District will be paid in full by the last day of employment.

ARTICLE IX - Non-Tenured Employment

1. A. Probationary administrators who are to be dismissed for reasons other than a reduction in force shall be notified by the Superintendent on or before April 1. Such notice shall state the reason for such dismissal.
 - B. When a position is abolished, the Association member(s) affected will be notified by March 1, assuming the position ceases to exist on the following September 1. Outside this framework, a six (6) month notification will be required. In the event that this notification is not given within the prescribed guidelines, the member will receive one-half (1/2) year's salary.
-
2. Nothing contained in this Article shall be deemed to restrict the right of the Board of Education to terminate the employment of any tenured administrator or any administrator employee pursuant to individual employment except for cause in accordance with legal requirements.

ARTICLE X - Compensation

1. Salary Increase
 - A. Effective July 1, 2022, all administrators in the negotiating unit will receive an increase in base compensation of 4%.
 - B. Effective July 1, 2023, all administrators in the negotiating unit will receive an increase in base compensation of 3%.
 - C. Effective July 1, 2024, all administrators in the negotiating unit will receive an increase in base compensation of 3%.
 - D. Effective July 1, 2025, all administrators in the negotiating unit will receive an increase in base compensation of 2%.

2. Longevity

Effective July 1, 2022, the longevity payments set forth below will be added to the base salary of an administrator who has achieved the following credited years of teaching/administrative service in the field of education:

5 years	\$1,250.00 (formerly \$300)
10 years	\$1,250.00 (formerly \$550)
15 years	\$1,250.00 (formerly \$700.00)
20 years	\$1,250.00 (formerly \$850.00)
25 years	\$1,250.00 (formerly \$1,000.00)
30 years	\$1,250.00 (formerly \$1,150.00)

Although each administrator eligible for a longevity payment as on July 1, 2022 is entitled to the new payment, no retroactive increases shall be paid for eligibility before July 1, 2022. As an administrator reaches a new threshold, he/she will receive the new longevity payment in addition to any amount(s) previously added to his/her base salary.

Longevity - Sample Calculation

An administrator with 4 years of credited service (start of 5th year of service) would receive the first longevity payment of \$1,250.00 which is added to, and becomes part of the base salary. No additional payments will be added to the base salary until the administrator completes 9 years of credited service (start of 10th year of service) at which time an additional \$1,250.00 will be added to the base salary. (\$2,500 total longevity payment)

3. Administrators will be able to select either Option 1 or Option 2 below, subject to the conditions of each.

Option 1 - The District will provide an additional \$10,000 salary payment in the final year of employment for all persons who:

A. Have served in the District at least ten years.

- B. Will be eligible for retirement with the NYS Teachers Retirement System.
- C. Give the District (and have accepted) notice of retirement no less than seventeen (17) months in advance of the retirement date.

Option 2 - Administrators will be entitled to the retirement incentive payable on July 1 following date of retirement, in the amount equal to 50% of accumulated sick leave and accumulated unused personal leave times \$125 per day, providing the following conditions are met:

- A. Administrators must be eligible to retire from the NYS Teachers Retirement System must have completed ten (10) years of service in the District on or before June 30th of the year at the end of which his or her retirement is to become effective.
- B. Administrators must give the District (and have accepted) notice of retirement no less than seventeen (17) months in advance of the retirement date.
- C. Administrators shall provide the District with a notarized statement saying that upon retirement they no longer wish to participate in the group insurance programs.

NOTE: Acceptance of either of the above incentives will not preclude an administrator from participating in any New York State incentive should one be offered. The unit member will have the option of selecting the most beneficial incentive.

4. Doctoral Stipend.

Administrators that complete an approved doctoral degree program and are conferred a doctorate shall be eligible to receive an annual stipend of \$2,500. This stipend shall be payable beginning July 1st of the year immediately following the conferral of the doctoral degree.

ARTICLE XI - Insurance1. Health Insurance

The District will provide Blue Shield's PPO Plan with carved-out prescription drug coverage through the Rensselaer-Columbia-Greene Health Insurance Trust. All administrators in the negotiating unit will pay 10% of the premium for the option (individual, 2-person or family) they select under the District's health insurance, dental insurance and prescription drug benefits programs. The remainder of the premium will be paid by the District. Any unit member hired after July 1, 2004 will pay 15% of the premium.

2. Dental Insurance

The employer shall provide for a Blue Shield Dental Plan or equal coverage.

3. Life Insurance

The District shall provide a \$10,000.00 face value term life insurance policy for each covered employee. The District shall pay the entire premium for this policy. Each employee participating will select his/her own beneficiaries.

4. Vision Insurance

The employer shall provide a vision care plan which shall provide both individual and family coverage. The specific vision care plan shall be the same Plan provided as specified in the Lansingburgh Teachers' Association Contract ("L.T.A. Contract"). The District's contribution to the Plan will be the same dollar amount per unit member as established in the L.T.A.

Contract. It is understood that premiums beyond that dollar amount will be assumed by participating employees for individual or family coverage.

5. Health Insurance Buyout

An administrator who is enrolled in the District's health insurance plan and who has alternate health insurance coverage from an employer other than the District shall have the option of withdrawing from or declining participation in such plan and shall execute any and all documents necessary to effectuate such withdrawal or declination. In the event of such withdrawal or declination the District shall pay to such employee the following sums:

Persons in the bargaining unit and who withdraw or decline health insurance before June 1, 2011: an amount equal to the amount they were eligible to receive in the 2010-2011 school year.

Persons who join the bargaining unit on or after June 1, 2011 or who withdraw or decline health insurance on or after June 1, 2015:

Individual Coverage	\$5,000;
Two-person or Family Coverage	\$7,500.

The buyout will be paid in two equal payments made in January and in June. No buyout payment will be made for declination of dental or vision plans. In the event of a withdrawal other than at the beginning of a school year, the payment shall be pro-rated. In the event an administrator who has received the benefit provided by this section leaves District service prior to the end of the school year, he or she shall refund to the District the pro-rata portion of the benefit for the balance of the school year. In the case of such withdrawal or declination the District shall no longer be required to

contribute towards the cost of such insurance for the balance of the school year. An administrator, having withdrawn or declined coverage, may rejoin the plan if he or she loses such alternate health insurance coverage (a) in accordance with the rules and regulations of the District's health insurance carrier, and (b) after having repaid to the District the pro-rated portion of sums received attributable to the balance of the school year. An administrator who elects to receive the benefit provided by this section shall continue to be eligible to receive the benefit provided by Section I of Article XII of this Agreement provided he or she is enrolled in the District's health insurance plan on the day prior to retirement.

ARTICLE XII - Retirement

1. Payment of Health Insurance, Dental Plan and Prescription Plan Premium Costs
 - A. Retiring administrators will have 50% of the health insurance, dental insurance, and prescription plan premium costs for both individual and dependents paid by the District for the period of time that the value of their accumulated sick leave at the time of retirement provides. The remaining 50% of the cost will be funded using the administrator's accumulated sick leave.
 - B. Accumulated sick leave value will be determined by the number of days accumulated times the daily rate of salary (1/220th of annual salary at the time of retirement).
 - C. Upon Exhaustion of the dollar value of accumulated sick leave, the District will continue to pay 50% of the cost of individual coverage and 35% of the additional cost of family coverage for the balance

of the administrator's life. The administrator will then be responsible for paying the balance if insurance is continued.

- D. In the event that an administrator or retired administrator predeceases his/her dependent spouse, 100% health insurance, dental insurance and prescription plan premium costs will be provided said spouse until the exhaustion of the dollar value of the accumulation remaining and 50% of individual coverage thereafter for the balance of the spouse's life.
- E. An administrator must be employed by the District for at least ten (10) years at the time of their retirement to be eligible for retiree health insurance coverage under this section.

2. Unused Sick Leave

Employees will be entitled to, on July 1 following the date of retirement, payment in the amount equal to 50% of accumulated sick leave at the rate of \$100 per day. Employees will be no less than 55 years of age at the time of retirement and must have completed ten (10) years of service in the District on or before June 30th of the year at the end of which his or her retirement is to become effective. A letter indicating a retiring administrator's health insurance benefits will be issued by the School Business Manager at the time of retirement.

NOTE: The use of the benefit in Section 2. causes Section 1. to have no dollar value to pay premiums for insurances.

ARTICLE XIII - Professional Dues

The District will pay the administrative dues of any member of the bargaining unit who joins the School Administrators Association of New York

State (SAANYS) and/or the Association for Supervision and Curriculum Development (ASCD).

ARTICLE XIV - Grievance Procedure

1. Basic Principles

- A. The District and the Association declare their joint intent to encourage the prompt resolution of grievances of administrators through recourse to the formal procedure established by this Article. Nothing herein shall be construed, however, to prevent any administrator or the District from discussing a problem informally.
- B. Any administrator shall have the right to present a grievance in accordance with the procedure established by this Article free from coercion, interference, restraint, discrimination, or reprisal.
- C. An administrator shall have the right to be represented at all stages of the grievance procedure by a member of the Association or an attorney or representative of his or her choice, or both, as the administrator may select.

2. Definition of a Grievance

A grievance is a dispute concerning a claimed violation of a specific term or provision of this Agreement.

3. The Grievance Procedure Shall be as Follows:

- A. Step 1: The aggrieved administrator or the Association shall present the grievance, in writing on forms to be provided by the District, to the administrator's immediate supervisor, not later than

thirty (30) days following the date on which the act or omission giving rise to the grievance occurred. In the event such act or omission occurred after June 15 of any school year, the administrator shall present the grievance not later than twenty (20) days following the commencement of the next succeeding school year. The grievance form shall be in the form attached hereto as Appendix B. The supervisor receiving the grievance shall take the steps necessary to insure that an appropriate disposition of the grievance is made and shall reply to the administrator and his or her representative, in writing, within ten (10) school days following the date of submission of the grievance.

- B. Step 2: In the event that the aggrieved administrator or the Association wishes to appeal the decision at Step 1, the appeal shall be submitted to the Superintendent, in writing, on the grievance form, within ten (10) calendar days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the supervisor who considered the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section or sections of this Agreement that the administrator claims to have been violated and the redress sought. The Superintendent or his or her designee shall meet with the aggrieved administrator and/or his or her representative and shall issue a written decision to the administrator or his or her representative within twenty (20) school days following the date on which the appeal was received.
- C. Step 3: In the event that the aggrieved administrator or the Association wishes to appeal the decision at Step 2, the appeal shall

- be submitted to the Superintendent or the Clerk of the Board, in writing, on the grievance form, within ten (10) school days following receipt of the Step 2 decision. Such appeal shall contain a short, plain statement of the grievance and specific references to the section or sections of this Agreement that the administrator claims to have been violated and the redress sought. The Board of Education shall meet with the aggrieved administrator and/or his or her representative and shall issue a written decision to the administrator or his or her representative within thirty (30) calendar days following the date on which the appeal was received.
- D. Step 4: In the event the Association wishes to appeal a decision at Step 3, it may appeal to arbitration by filing a demand for arbitration upon the Superintendent and the American Arbitration Association within fifteen (15) calendar days of the receipt of the Step 3 decision.
- E. In the event the decision is received after June 15 of the school year, the demand for arbitration shall be filed within five (5) calendar days following the commencement of the next succeeding school year. The arbitration hearing shall be held within twenty (20) working days of the selection of the arbitrator.
- F. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement that the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.

- G. The arbitrator shall be selected using the services and procedures of the American Arbitration Association. The Voluntary Labor Arbitration Rules of the American Arbitration Association, as amended by this Agreement shall govern the arbitration.
- H. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.
- I. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.
- J. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

4. General Provisions:

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the

personnel files of the grievant.

- B. As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified for either party will be extended only by mutual consent.
- C. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under this Agreement or elsewhere shall be barred. The failure by the District to meet the time limits specified herein shall permit advancing the matter by appeal to the next step of this procedure.
- D. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.
- E. A grievance affecting more than one work location may be initiated by the Association at Step 2 of the grievance procedure.
- F. In the event service of a reply or determination is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt thereof shall be extended by three days.
- G. An Association-affiliated staff representative may be present at the request of the grievant at any step of the grievance procedure.
- H. There shall be only one spokesperson for the grievant and one for the District at each step of the grievance procedure.

ARTICLE XV – Term

The provisions of this Agreement shall be in effect as of the first day of July, 2022, and shall remain in effect through the 30th day of June, 2026.

ARTICLE XVI – Administrative Performance Evaluation

The District and the Association agree to amend the evaluation process in accordance with existing requirements, which final process shall be based upon mutually acceptable terms, at a later date. Until the evaluation process is modified, existing APPR processes will be followed.

APPENDIX A

1. Within ten (10) calendar days of receipt of the Superintendent's unsatisfactory end of year evaluation, the complainee will submit a letter to the Superintendent requesting an independent third-party advisory involvement.

2. The Superintendent within ten (10) days of receipt of the letter requesting the third party advisory involvement shall reply in writing and suggest a meeting date with the complainee.

3. At this meeting, referred to in Step 2, an impartial third party will be selected as follows: The Superintendent will submit two (2) names and the administrator will submit three (3) names making a total of five (5) names as potential advisors. Each party will cross off one name leaving a total of three (3) names. By lot, one of the two parties will select a chairperson. The chairperson will be notified by the Superintendent by registered mail immediately following this meeting.

4. The chairperson will call a meeting of the Superintendent and the administrator and the other two (2) advisors within fifteen (15) calendar days of the notification by registered mail from the Superintendent. At this meeting each party will present his/her position.

5. Within fifteen (15) calendar days of this meeting in Step 4, the advisory opinion shall be forwarded to the Superintendent and the administrator.