

COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
THE SUPERINTENDENT OF SCHOOLS
OF THE
SWEET HOME CENTRAL SCHOOL DISTRICT
AND
SWEET HOME ADMINISTRATORS'/SUPERVISORS' ASSOCIATION

2025-2026
2026-2027
2027-2028
2028-2029

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PREAMBLE

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

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

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

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

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

ARTICLE I PROFESSIONAL NEGOTIATIONS AND RECOGNITION AGREEMENT

A. RECOGNITION OF EMPLOYEE UNIT

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

B. DUES DEDUCTION

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

C. NEGOTIATION PROCEDURES

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

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

D. CONFORMITY TO LAW CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to law, such provision shall not be applicable, or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to negotiation.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

E. IMPASSE AGREEMENT

1. Whereas the District and the Association agree to enter into good faith negotiations, the following impasse procedures are herewith agreed to:
2. If such an agreement is not concluded by sixty (60) days prior to budget submission date, either party may declare that an impasse exists and may request the New York State PERB to assist the parties to reach agreement pursuant to the provisions of Section 209 of the Civil Service Law.

F. INTERIM AMENDMENT CLAUSE

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

G. DURATION OF AGREEMENT

This is a four (4) year agreement, beginning on July 1, 2025, and ending on June 30, 2029.

ARTICLE II

ADMINISTRATORS'/SUPERVISORS' BENEFITS

A. ADMINISTRATORS - Definition

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

- Principal (s)
- Principal for Secondary Education
- Assistant Principal
- Administrator for Culture & Climate
- Director(s)
- Assistant Director of Special Programs
- Director of Athletics, Health, and Physical Education

B. SUPERVISORS - Definition

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

- Supervisor of Buildings and Grounds
- Supervisor of Transportation
- Supervisor of Food Service
- Systems Engineer
- District Treasurer
- Supervisor of Information Processing
- Community Relations Coordinator

C. ADMINISTRATORS/SUPERVISORS BENEFITS

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

HOSPITALIZATION AND MEDICAL INSURANCE

- a) For the duration of the collective bargaining agreement and beyond, the District shall fund health insurance premiums at eighty-seven (87) percent of the cost for the New York 44 Health Benefits Trust Plan for a single or a family plan.
- b) The District shall not be obligated to reimburse the employee for additional costs associated with changes in the health insurance benefits by the Erie 1 BOCES Health Benefit Plan Trust.
- c) In subsequent years, the District may seek alternate healthcare providers. Should the District decide to leave the NY 44 Health Benefit [Plan Trust](#), the District is obligated to provide plan benefits matching those of the NY 44 Health Benefit [Plan Trust](#). Should both the SHEA and SHSEA bargaining units agree to leave the NY 44 Health [Benefit Plan Trust](#) on those terms, SHASA will agree to leave as well at the District's request. Should the District wish to change plan benefit options, change the carrier, or pursue self-funded options, it shall be obligated to negotiate those changes with SHASA.
- d) Dependents shall be defined by the NY 44 Health Benefits [Plan Trust](#).
- e) It is agreed that the employee payroll deductions for the employee's portion of the health insurance premiums will automatically be processed under the "health insurance premium" section of the FLEX plan. As such, all premiums paid will be tax-free as permitted by Section 125 of the Internal Revenue Code. Additional money may be voluntarily contributed to the FLEX Medical Reimbursement Account and/or Flex Dependent Care Account each year during the open enrollment period.

VISION

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

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

Service	Reimbursement
Eye Examination	\$ 30.00
Single Vision Glasses w/Frames	\$ 60.00
Bifocal Lenses w/Frames	\$ 85.00
Trifocal Lenses w/Frames	\$110.00
Hard or Soft Contact Lenses	\$110.00
Maximum Reimbursement Per Year Per Dependent	\$170.00

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

105H PLAN

- a. During the life of this agreement, all SHASA members will be enrolled in a 105H Plan with an annual district contribution of \$1,500.00.
- b. Medical/Dental bills can be forwarded to the 105H administrator for payment from this fund. Balances remaining in this account as of June 30 are carried forward into the next fiscal year. Accounts of Retired members will remain intact until funds are exhausted.

WITHDRAWAL OF MEDICAL COVERAGE

As of July 1, 2020, any SHASA member eligible to receive medical insurance coverage under this agreement, and who withdraws from such coverage prior to the close of the open enrollment period for the following school year, shall receive a payment of \$6,000 at the end of the respective school year.

Prior to July 1st of the given year, the SHASA member must provide the District with the necessary documentation it may need to confirm that the SHASA member has health insurance coverage elsewhere. Such compensation shall be made in the SHASA member's last paycheck of the year (end of year being June 30).

If the spouse of a SHASA member receives medical insurance coverage by the District, the SHASA member is not eligible for compensation for the medical insurance withdrawal.

CHILD REARING LEAVE

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

MILITARY LEAVE

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

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

GROUP LIFE INSURANCE

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

JURY DUTY

- a. Any administrator or supervisor called for jury duty shall be granted a leave of absence with full pay, for the duration of such jury assignment. Money received for jury duty is retained by the employee.
- b. Jury duty days may be subject to proof as called for by the Superintendent of Schools or his designee.

LONG TERM DISABILITY INSURANCE

- a. The district shall pay disability income as herein provided in the event of disability arising from an illness or accident provided such disability entitles the employee to disability benefits under the Social Security laws of the United States.
- b. Benefits shall begin 180 calendar days following the beginning of the disability and shall continue until rehabilitation occurs, subject to the following conditions and limitations:
 - 1. The District shall be provided with:
 - I. Statement of Social Security disability benefits
 - II. A statement of New York State Teachers' Retirement System benefits
 - 2. Eligibility for benefits under this clause commences after completion of one year of service in the current appointment of the Sweet Home Central School District. The benefit will be payable for a maximum time period equivalent to two and one-half (2.5) years plus the equivalent of total complete years of Sweet Home employment.
 - 3. Maximum age to receive benefits under this clause shall be age 65.
- c. The benefit shall be 70% of annual salary up to \$2,500 a month for 12 months, less the amounts received from the Social Security System and the New York State Teachers' Retirement System. For purposes of this computation, the annual salary shall be defined as the yearly salary at the onset of the disability.
 - 1. The initial district disability income benefit shall be reduced by the sum of the amounts to be received by the employee and his dependents from the Social Security Administration and the New York State Teachers' Retirement System as a result of the employee's disability.
 - 2. Once the district benefit level is established, it shall continue unchanged for the duration of the disability as defined herein.

DEATH IN IMMEDIATE FAMILY

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

- (1) Spouse (domestic partner)
- (2) Employee's or Spouse's
 - (a) Children
 - (b) Father
 - (c) Mother
 - (d) Grandparents
 - (e) Sister
 - (f) Brother
 - (g) Grandchildren
 - (h) Sister's spouse
 - (i) Brother's spouse
- (3) Individuals personally residing in the employee's home.
- (4) Individuals for whom the employee or spouse is responsible.

An employee shall be entitled to one (1) day of bereavement leave to attend the funeral of the SHASA member's (or spouse's) aunt, uncle, cousin, niece or nephew.

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

NON-RESIDENT EMPLOYEE TUITION WAIVER

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

SICK LEAVE

- a. Administrators/supervisors may now accumulate a maximum of 275 sick leave days. The maximum number of days may not exceed 275. However, it shall be presumed that any member having 275 days as of June 30 of a given year shall be awarded an additional 17 days and unused personal days on July 1 of the next year. At the end of that year, if less than 17 sick days are used, the total reverts to the 275 amount as of June 30 of that year.
- b. New employees hired after July 1, 1988, would be granted a total of 54 sick leave days from which to draw. At the end of three years, the total of sick leave days remaining shall serve as the base for accrual of sick leave days. Sick leave days will be granted at the rate of 17 per year. Any Sweet Home teacher or former Sweet Home teacher appointed to an administrative position will be awarded all sick leave days accrued while employed as a teacher.

SICK LEAVE CONVERSION AT RETIREMENT

- a. Any administrator or supervisor with a minimum of 10 years of service in the district after September 1, 1999 and eligible to begin receiving retirement benefits from the New York State Teacher's Retirement or the New York State Teachers Retirement System or New York State Employees Retirement System who has accumulated up to 275 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive up to \$27,500. Conversion of unused sick leave shall be at the rate of \$100 per day.
- b. In the event of the death of the employee, the remainder of the benefit will be received by the surviving spouse. In the event of the death of the surviving spouse, any remaining dollars will revert to the estate.
- c. The district agrees to make a non-elective employer contribution in the amount established by article II.C.13, subject to the contribution limits as outlined by the Internal Revenue Code, Section 415(c). Should the District be unable to fund the entire retirement benefit and sick leave conversion in the year of retirement due to Internal Revenue Code §415(c) limits, the District will remit the maximum allowable in the first year of retirement, and the remainder will be remitted by January 31st of the following year in accordance with Treas. Reg. 1.403(b)-1(f)(7) and Section 415(c) of the IRC concerning up to "five years of post-retirement deposits."

PERSONAL LEAVE

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

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

PROFESSIONAL ASSOCIATION MEMBERSHIP

- a. Professional Association Membership - The District agrees to allocate \$200 annually for each SHASA unit member to use for membership in professional organizations. All memberships are subject to approval by the superintendent of schools.
- b. Upon presentation to the Superintendent of Schools of appropriate documentation the District shall pay membership in the School Administrators Association of New York State (SAANYS) dues for any applying SHASA member.

CAFETERIA PLAN

- a. The District and the Association agree to provide the options of a cafeteria plan under Section 125 of the Internal Revenue Code to the members of SHASA.
- b. The plan shall be administered by a third party. The selection of the third party will be by mutual agreement. The administrative cost shall be the responsibility of the District. Options available shall be determined between the parties. The maximum to be sheltered for un-reimbursed medical expenses shall be determined by IRS regulations. The Flexible Spending Account Plan Year begins July 1 and ends June 30. Those people participating will have the predetermined amount deducted in equal amounts for 18 pays. Any balance remaining shall be applied to reduce the administrative cost in the next year.

403B CONTRIBUTION

- a. The District shall establish a tax-deferred annuity program under Internal Revenue Code section 403(b). In each year of this contract (2025-2029), the District agrees to contribute on behalf of administrators and supervisors who choose to participate in the program an amount equal to the administrator's or supervisor's contribution to an annual maximum according to the following chart:

Schedule	Amount
2025-2026	\$1,200
2026-2027	\$1,300
2027-2028	\$1,400
2028-2029	\$1,500

- a. The District's obligation to match is only for money that is being contributed after January 1, 2006. If the administrator or supervisor is contributing the maximum dollar amount allowable by law, the District contribution shall be counted above and beyond the maximum as per 403(b) guidelines.
- b. The District contribution shall be made quarterly, equaling the employee's contribution until the maximum in the preceding chart is reached. The District shall contribute to a plan of the administrator's or supervisor's choosing. The administrator or supervisor has the right to change his/her contribution at the beginning of any month.

PARENTAL LEAVE

One day of paid leave, not deducted from sick leave, shall be granted to an employee to attend the birth or adoption of a child or the return from the hospital.

ABSENCE DUE TO INJURY

Employees shall be paid for absences due to injuries covered by Workman's Compensation in one of two ways – at the employee's option.

If the employee accepts Workman's Compensation, there will be no deduction from the sick leave time.

Sick leave time will be used to supplement Workmen's Compensation benefits. Upon application by the employee, the difference between the weekly benefits received from Workman's Compensation and full salary will be paid by the board of education.

CANCER SCREENING

Pursuant to New York State CLS Civil Service Law §159-b and –c (2007) employees will be entitled to paid leave for the purpose of cancer screening under the following guidelines:

- For record-keeping purposes, annual refers to the school fiscal year (July-June)
- Leave time for cancer screening is not cumulative, nor is it retroactive.
- If the cancer screening takes longer than four (4) hours, the additional time will need to be designated as sick time or leave without pay.
- Employees must submit a Cancer Screening Leave Request Form to their immediate supervisor at least 72 hours prior to the appointment.
- Employees must verify their attendance at said appointment by submitting a Verification of Cancer Screening Appointment form, signed by the appropriate medical personnel, to the Office of Human Resources & Planning; the results of the screening are confidential and are not provided to the District.
- Cancer Screening Leave requests will not be approved on the day immediately preceding or following a holiday.
- Appointments for cancer screening should be made either in the morning or afternoon of your normal work hours
- In cases of extenuating circumstances, an appeal for credited cancer screening leave time can be made to the Superintendent of Schools.

D. ADMINISTRATIVE/SUPERVISOR SALARIES

1. SALARIES

- a. New SHASA members hired after July 1, 2025, will have a minimum starting salary based upon the figures outlined in the table below.

Position	2025-2029
Director	123,398
HS Principal	121,574
MS Principal	116,938
Elementary Principal	115,908
Assistant Principal	105,908
Administrator for Culture & Climate, Assistant Director of Special Programs	105,908
Director of Athletics, Health & Physical Education	105,908
Supervisor for Buildings & Grounds, Supervisor for Food Services, Supervisor of Transportation, Systems Engineer	100,000
Coordinator of Public Relations, District Treasurer, Supervisor of Information Processing	81,394

- b. Salary increases will be provided to the base salary for employees during the below school years:

Year	Percent Increase
2025-26	3.5%
2026-27	3.5%
2027-28	3.5%
2028-29	3.5%

For the category of Assistant Principal, Administrator for Culture and Climate, & Assistant Director of Special Programs, any unit member that receives an annual salary of \$135,000 or more, would receive an annual increase of \$1500/per year in lieu of the agreed upon contractual annual increase after the threshold is met.

CAREER STEPS

- a. Those administrators/supervisors who complete 10 years of administration or supervisory service in the district shall receive a longevity award of \$2500. Those administrators who complete 15 years of administrative or supervisory service in the district shall receive an additional longevity award of \$2500. Beginning in the 2013-2014 school year, upon completing the following years of service, administrators, and supervisors will receive the longevity awards as stipulated below:

Years of Service	Additional Longevity award
16	\$200
17	\$200
18	\$200
19	\$200

- b. Those administrators who complete 20 years of administrative or supervisory service in the district shall receive an additional longevity award of \$1200.
- c. Service in the district shall be defined as the performance of duties while recognized as a member of SHASA. All SHASA members who have accrued ten years of service as a SHASA member after January 1, 2008, will be eligible to receive these increments.

OTHER COMPENSATION

- a. INSURANCE STIPEND
Beginning in the 2020-21 school year, a sum of \$550 for the purchase of insurance services will be made available to all SHASA members. Reimbursement will be made to the employee only when satisfactory documentation is submitted to the Assistant Superintendent of Finance and Plant Services. Any unused monies may be carried over into the next year through the life of this contract. This request should be made in writing to the Assistant Superintendent of Finance and Plant Services.
- b. PERFORMANCE CREDIT
Beginning in the 2020-21 school year, each administrator and supervisor will create a building or departmental improvement plan and provide evidence of its progress to the Superintendent (or his/her designee) by June 1st of the school year. Upon review, a lump sum payment of \$1,000.00 will be made to each SHASA member.

ADMINISTRATIVE MENTORING

- a. Newly hired SHASA members (as of 2023-2024 school year) will be mentored for three years by approved SHASA mentors. An appropriately certified administrator who is a current SHASA member may serve as an approved leadership mentor. Administrators or Supervisors moving to new positions may be mentored with Superintendent approval. This includes unit members who transfer under the same title. The Superintendent, in consultation with the SHASA President, will assign approved SHASA mentors to new administrators/ supervisors. The mentoring assignment will be up to three (3) years. If a mentor should leave the district before the end of the three years, the Superintendent and SHASA President will designate a new mentor collaboratively.
- Year 1: The mentor will collaborate with the new SHASA member for 20 hours of service outside the school day in support of the newly hired SHASA member in year one. Approved SHASA members providing mentoring will receive a stipend of \$1500 after year 1.

- Year 2: The mentor will collaborate with the new SHASA member for 15 hours of service outside the school day in support of the newly hired SHASA member in year two. Approved SHASA members providing mentoring will receive a stipend of \$1200 after year 2.
- Year 3: The mentor will collaborate with the new SHASA member for 5 hours of service outside the school day in support of the newly hired SHASA member in year three. Approved SHASA members providing mentoring will receive a stipend of \$500 after year 3.

The assigned mentor shall not act in a supervising capacity to the new SHASA member.

LEADERSHIP STIPENDS

The District proposes that in the absence of a TOSA responsible for supervising summer school in any of the building-based programs, the District will open negotiations with SHASA regarding how to fill the summer school supervisory role with a SHASA member and discuss compensation for the SHASA member. Negotiations will begin annually on July 1.

The District proposes that during periods of construction during a capital improvement project that is \$20,000,000 or more in scope, the two sides will open negotiations to discuss additional compensation for the supervisor of buildings and grounds. Any work that is performed in this capacity is in addition to the supervisor of buildings and grounds' regular responsibilities. Negotiations will begin annually on July 1.

WORK YEAR - ADMINISTRATORS

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

A. ADMINISTRATORS/SUPERVISORS VACATIONS

1. 12-month Administrators shall be granted vacation days based on schedule in 4.a.3. after the first year of employment, plus paid school holidays.
2. Vacation time may be taken at any time of the year based upon the discretion of the Superintendent of Schools.
3. Vacation time shall be scheduled on a fiscal year basis, July 1 - June 30. During the first fiscal year of employment and each year thereafter, vacation time or credit will be based upon the time accrued during the previous year as per the schedule below:

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

4. In order to gain a full month's vacation credit for only a partial month's work, the Administrator or Supervisor must be employed at least 16 days of the month in question.
5. All SHASA members are granted leave without loss of pay for all school holidays listed below:

I. Independence Day	VIII. Christmas Day
II. Labor Day	IX. New Year's Day
III. Columbus Day	X. Martin Luther King Day
IV. Veteran's Day	XI. President's Day
V. Thanksgiving Day	XII. Good Friday
VI. Day after Thanksgiving	XIII. Memorial Day
VII. Christmas Eve Day	XIV. Juneteenth

Should one of these days fall on a weekend, the Superintendent will designate another day for its observance.

6. Newly hired SHASA members hired between July 1 and January 1 of any school year will be granted five vacation days for use in that school year.
7. Vacation time is not cumulative. Unused vacation days in a fiscal year (July 1 - June 30) are voided with the following exception: Administrators and Supervisors unable to utilize all vacation days due to unusual circumstances connected with their professional responsibilities will be allowed to carry-over 10 unused vacation days to be used during the first two months of the next fiscal year.
8. Administrators and Supervisors may accumulate a maximum of ten (10) carryover vacation days to be used for payment at his or her time of retirement or resignation.
9. In the 2025-26 through 2028-29 school years, all SHASA members upon written request to the Superintendent prior to June 30th of each contract year may convert up to four (4) unused vacation days at the rate of \$550 per day. Any converted days will not carry over. Vacations for successive years may be taken in sequence when granted by the Superintendent of Schools.

B. ADMINISTRATORS' CONFERENCE DAYS

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

C. ADMINISTRATIVE STAFFING

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

D. ADMINISTRATORS' TRANSPORTATION ALLOWANCE

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

E. COMMITTEE ASSIGNMENTS

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

F. TRANSFERS

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

G. SABBATICAL LEAVE

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

a. Eligibility

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

b. Remuneration

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

H. PERSONNEL FILE

Pursuant to NYS Labor Law, the District maintains personnel files which record information relevant to the employment relationship between the district and the employee. The District abides by all NYS Labor Law requirements related to employee personnel files. Employees can review their personnel files by making an appointment through Human Resources.

ARTICLE III

GRIEVANCE PROCEDURES

A. PURPOSE

10. The establishment and maintenance of a harmonious relationship between the District and its employees is essential to the operation of the Sweet Home Central School System. Therefore, it is the purpose of this procedure to provide an orderly process whereby all employees may equitably solve complaints, disputes or problems that may arise during their employment. This process shall be free from coercion, restraint, interference, discrimination or reprisal, in accordance with the formal grievance procedure provided herein. Employees shall have the right to be represented at all steps.
11. However, an employee has the right at any time to discuss a complaint, dispute or problem with his supervisor or those appropriate supervisors listed on Chart A in that order, without filing a formal grievance.

B. DEFINITION OF GRIEVANCE

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

C. DEFINITIONS

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

D. REPRESENTATIVES

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

E. GROUP GRIEVANCE

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

F. FORMS

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

G. WITHDRAWAL OF GRIEVANCE

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

H. TIME LIMITS

1. Time limits stated in all steps of the grievance procedure do not include Saturdays, Sundays or holidays when school is closed.
2. Time limits may be waived in the event the problem cannot be reasonably answered or submitted within the established time limits. Time waiver statements must be agreed to by both parties in writing.
3. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred.

4. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party or his representative within the specified time limit shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. No alleged grievance will be entertained and such grievance will be deemed waived unless the grievance is forwarded at the first available step within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based.

I. PUBLICATION

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

J. RIGHTS OF AGGRIEVED

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

K. OFFICIAL GRIEVANCE RECORD

1. Copies of all written reports, requests, minutes and decisions at all steps between the aggrieved party and all involved supervisors shall be sent to the Superintendent of Schools or his designee within those time limits set down in this procedure. The Superintendent or his designee shall be responsible for the compilation of an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony as the case may be, written arguments and briefs considered at all steps.
2. a. This official grievance record shall be available for inspection during regular school district hours through the Superintendent of Schools...or by special appointment with the Superintendent.
3. The Superintendent or his designee shall report to the Association, the name or names of those filing a grievance. In turn, the Grievance Committee of the Association would have access to pertinent grievance records unless specifically forbidden in writing by the person filing the grievance.
4. All such reports will be filed separately from the personnel file of those involved employees.

L. COMMUNICATION CHANNELS

The communication channels for the grievance procedure shall be as per below:

STAFF	STEP I	STEP II
Assistant Principal	Building Principal	Superintendent
Building Principal	Assistant Superintendent for Curriculum & Instruction	Superintendent
Directors	Assistant Superintendent for Curriculum & Instruction	Superintendent
Assistant Directors	Assistant Superintendent for Human Resources and Planning	Superintendent
Supervisors	Assistant Superintendent for Finance & Plant Services	Superintendent

M. WRITTEN APPEAL

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

N. PROCESSING GRIEVANCE

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

O. INVESTIGATION

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

P. GRIEVANCE PROCEDURE STEPS

1. Step One (1)

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

2. Step Two (2)

- a. The second step shall consist of a written request for a hearing with the Superintendent of Schools or his designee. The request shall be passed through the Step One (1) Supervisors and must be initiated within five (5) days following the receipt of the Step One (1) Supervisor's disposition. The request shall include individually submitted statements by the Step One (1) Supervisor and the aggrieved party along with all records and minutes exchanged in the Step One (1) procedure.
- b. The Step Two (2) hearing shall be held within ten (10) days after being requested. The aggrieved party shall receive a written disposition within ten (10) days of the hearing. If it is not acceptable, the aggrieved party may file for arbitration when approved by SHASA.

3. Arbitration

- a. If the aggrieved party after the hearing with the Superintendent is still not satisfied, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within 30 days of the Superintendent's findings.
- b. Within five (5) school days after such written notice of submission to arbitration, the Superintendent and the aggrieved party will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the arbitration hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his finding of fact, reasoning and conclusions of the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Contract. All decisions must be within the scope of this Contract.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE V

RETIREMENT INCENTIVE PLAN

For Administrators/Supervisors first employed within the SHASA bargaining unit after July 1, 2008.

A. LENGTH OF AGREEMENT AND COVERAGE

The following agreement between the Sweet Home Administrators'/Supervisors' Association (SHASA) and the Sweet Home Central School District (District) shall extend from July 1, 2008 to June 30, 2029. Any changes or additions to this section shall only be by mutual consent of both parties in writing. This agreement covers only those District employees within the bargaining unit covered by the contract between the District and SHASA who were appointed as Administrators or Supervisors after July 1, 2008.

B. DEFINITIONS

1. Employee - an administrator or supervisor within the bargaining unit covered by the District and SHASA.
2. Date of first eligibility- July 1st immediately following that fiscal year (July 1-June 30) during which an employee:
 - a. Has been a full time employee of the District for a period of ten years or longer, and
 - b. Is eligible to first begin receiving retirement benefits from the New York State Teachers Retirement System (NYSTRS) or the New York State Employee Retirement System (NYSERS), whichever is applicable.
3. The Incentive
 - a. The District will provide an Administrator or Supervisor first employed by the District as an administrator or supervisor after July 1, 2008 who have ten years of service as a Sweet Home Administrator or Supervisor and who retire at first eligibility without reduction, a lump sum payment of \$60,000.00.
 - b. A District paid \$100,000 term life insurance policy on the life of the employee until age 70 or his or her death.

C. ELIGIBILITY

Employees who retire effective as of the date of first eligibility having at least ten years of service in the bargaining unit covered by this agreement and having met the notice requirement of paragraph D below shall be entitled to receive the incentive.

D. NOTIFICATION

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

E. EXCEPTIONS

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

ARTICLE VII
EVALUATION PROCEDURES

An Annual Professional Performance Review shall be conducted annually for each Administrator in compliance with the requirements of Education Law 3012c. The goal of this annual assessment is to improve the leadership skills of the administrative staff.

The District and SHASA further agree that they will engage in negotiations related to the APPR as necessary to ensure compliance with the Regulations of the Commissioner and Education Law 3012c.

AGREEMENT

This Negotiations and Recognition Agreement shall be effective as of July 1, 2025, and shall continue in effect through June 30, 2029.

Signatures below represent agreement on all matters herein.

ASSOCIATION

By _____
James P. Ryan
President of SHASA

Date

DISTRICT

By _____
Michael V. Ginestre
Superintendent of Schools

Date