

AGREEMENT

Between the

SHENENDEHOWA CENTRAL SCHOOL
DISTRICT

And the

SHENENDEHOWA ADMINISTRATORS'
ASSOCIATION

JULY 1, 2014 – JUNE 30, 2017

1.) **TERM OF AGREEMENT**

This Agreement, and all the provisions herein, shall be for the period **July 1, 2014 through June 30, 2017. (Three years)**

2. **DEFINITIONS**

- a. "Members" or "Administrators" refers to Elementary, Middle and High School Principals, Middle School Assistant Principals, High School Associate Principals, High School Class Assistant Principals and Academic Administrators.
- b. Board of Education is shortened to "Board."
- c. A "school year" is from July 1st of one year to June 30th of the following year.
- d. Shenendehowa Administrators Association is shortened to SAA.

3. **RECOGNITION**

- a. The Board having duly recognized the Shenendehowa Administrators Association (SAA), an affiliate of the School Administrators Association of New York State, as the exclusive representative of all administrators agrees to negotiate in good faith to reach agreement over the establishment or modifications of policies dealing with terms and conditions of employment and matters related thereto. The professional positions incorporated in such recognition include, but are not limited to, the following:

- 1.) Elementary, Middle and High School Principals
- 2.) High School Associate Principals
- 3.) Middle School Assistant Principals
- 4.) High School Class Assistant Principals
- 5.) Academic Administrators

- b. Should any new administrative positions be created by the District and deemed consistent with the requirements of membership as established in this Agreement and the constitution and by-laws of SAA, such position may be deemed appropriate for representation by SAA. The position will be defined by the District and subsequently discussed with SAA. Inclusion within SAA will be rendered using the process of Memorandum of Agreement and the terms and conditions of employment of a person to fill such position shall be governed by this Agreement.

4. **LENGTH OF WORK YEAR**

- a. All administrators in SAA will have a work year of eleven (11) months.
- b. From September 1st through June 30th, SAA members will be entitled to the following non-work days, as found on the school year calendar adopted by the Board of Education:

Labor Day
Rosh Hashanah or Yom Kippur
Columbus Day
Veteran's Day
Thanksgiving Recess
Winter Recess
Martin Luther King Day
Mid-Winter Recess
Good Friday and Spring Recess
Memorial Day Recess

- c. SAA members shall be entitled to the day in July celebrated as Independence Day as a non-work day.
- d. From July 1st through August 31st, each SAA member will designate twenty-one (21) days as summer work days. The twenty-one (21) summer work days shall be submitted in writing to the Superintendent's office by June 1st of each year, to

ensure ample coverage and prepare buildings for the opening of school in September.

- e. The Superintendent, by the preceding October 1st of each year, shall designate two (2) summer work dates for the purpose of holding an administrative retreat. It is expected that, barring an unforeseen emergency, all SAA members will work these two (2) dates.
- f. SAA members who, with the advance approval of the Superintendent, work less than twenty-one (21) summer work days shall make up the appropriate number of missed summer work days.
- g. SAA members who, with the advance approval of the Superintendent, work more than twenty-one (21) summer work days shall be compensated at their per diem rate for each day worked in excess of the twenty-one (21) summer work days. This does not apply to a SAA member serving in an administrative capacity for summer school or any summer program for which a stipend is paid.
- h. In order to ensure the proper administrative staffing and payment for summer school, SAA and the District shall engage in separate negotiation on such topics. The negotiated agreement for summer school shall be codified in a Memorandum of Agreement and incorporated by reference into this agreement as an appendix. It is expressly understood by the parties that the agreement reached shall be applied starting with the 2015 summer school session.

5. **ADMINISTRATIVE RESPONSIBILITIES**

A responsibility of administrators is to regularly interact with the Superintendent and Board on matters relating to school program. It is understood, therefore, that SAA members will be asked to provide input and relevant data on such topics as negotiations, policy development, and the formation of District committees. The

Superintendent and his/her designees shall meet at least quarterly with the President of SAA and its officers to develop appropriate procedures, processes, or mechanisms by which the sharing of input in these areas will occur.

6. **COMMUNICATION WITH THE BOARD AND THE DISTRICT OFFICE**

- a. The Board desires to continue an “openness” of communication with SAA members. SAA members recognize that standard organizational channels of communication are the appropriate vehicle for submission, discussion and refinement of information and recommendations. If the President of SAA finds reason to believe these channels are not functioning properly, he/she may approach the Superintendent directly to discuss the issues and direct any specific recommendations to him/her.
- b. SAA members are encouraged to talk directly with the District Office administrator in charge of any program to resolve any problems before communicating with other personnel about the issue.
- c. SAA also retains the option of requesting up to two (2) meetings per year with the Board of Education.
- d. In an effort to allow for the joint sharing of information relative to needs, goals and objectives of the School District, the District agrees to organize two (2) workshops during the school year at the request of either party. These workshops will be planned by the Superintendent of Schools in consultation with the President of SAA or his/her designee. Members of the Board of Education will be invited to participate in these workshops.

7. **VACANCIES AND TRANSFERS**

- a. Notice of newly created or vacated administrative positions, including summer work, shall be posted for SAA membership

and outside candidates for a minimum of twenty (20) calendar days. Any administrative posting shorter than the minimum specified number of days shall be mutually agreed to by the District and SAA. Any applicant who is represented by SAA shall be granted an interview for newly created or vacated administrative positions. When a SAA member is interviewed for an internal position, the District has the responsibility of informing that member the status of their candidacy within five (5) business days.

- b. If a SAA position is vacated by a SAA member leaving the District and rendered open and unencumbered, or if a SAA position is anticipated to be open for twenty (20) or more work days due to medical or other approved reasons, the District shall make every attempt to fill the open position as soon as possible. Upon the approval of the Superintendent, when a SAA member assumes the responsibilities of the vacated position or a position that is anticipated to be open for twenty (20) or more work days due to medical or other approved reasons, the District will provide additional compensation for that member at the rate of one hundred (\$100.00) dollars per day for the specific period of coverage.
- c. The District will consult with any administrator being considered for a transfer to a new building or assignment prior to making such a change. Such reassignments should be voluntary whenever possible. If a position is abolished, the person serving in the capacity shall be formally notified, in writing, at least sixty (60) days prior to the abolishment.
- d. In a case where an experienced administrator wishes to return to the classroom or other instructionally related position, the District will attempt to assist the administrator under conditions where such a position is open. Should the person be selected to fill the position, the individual's degrees, credits and educational experience will be used in determining his/her step on the teachers' salary schedule.

- e. The District shall make every attempt to notify all SAA members of their assignments for the forthcoming year by July 1st.

8. **APPRAISAL PROCEDURE**

- a. The parties agree to negotiate evaluation standards and processes consistent with Education Law Section 3012-c and all regulations promulgated pursuant to Education Law Section 3012-c.
- b. The Annual Professional Performance Review Document adopted by the Board of Education shall serve as the sole evaluation procedure and instrument for the evaluation of building principals, consistent with Education Law Section 3012-c, and effective in accordance with applicable statutory timelines. The Superintendent will use the Multidimensional Principal Performance Rubric (MPPR) as the lens for observing principals.
- c. The APPR Ad Hoc Committee will review and modify existing APPR Principal Evaluation Plan to ensure full compliance with applicable laws and regulations, eliminating unwarranted date restrictions.
- d. A pilot of the MLPR evaluation for SAA members who do not fall under the definition of "building principal" shall occur during the 2014-15 school year to ascertain the applicability and effectiveness of the evaluation. The pilot shall include two (2) high school associate and/or assistant principals, one (1) middle school assistant principal, one (1) K-5 Academic administrator, one (1) Special Education Academic Administrator and two (2) Academic Administrators for grades 6-12. A total of seven (7) administrators selected by SAA, shall be included in the pilot. A committee shall be convened in the spring of 2015 to review and make recommendations for the evaluation instrument, as referenced above. The final evaluation instrument will be subject to ratification by SAA membership.

All other SAA members that do not fall under the definition of “building principal” will follow the existing evaluation process until it is revised and mutually agreed upon, consistent with the plan.

9. **PERSONNEL FOLDERS**

No material will be placed in the personnel folder of a SAA member unless he/she has the opportunity to review the material. The SAA member will acknowledge this opportunity by affixing his/her signature to the file copy, with the understanding that this signature in no way indicates agreement with the contents. The SAA member will also have the right to submit rebuttal and have this rebuttal attached to the file copy. In the event that the material is mutually determined by the Assistant Superintendent for Human Resources and Professional Development and the President of SAA to be inaccurate, it shall be purged from the personnel file.

10. **CALCULATION OF SALARY**

- a. The salary for all SAA administrative positions shall be adjusted, as follows retroactive to July 1, 2014.
 - Effective 7/1/2014 2.75% increase for SAA members employed prior to July 1, 2014.
 - Effective January 1, 2015 an additional 0.5 % , added to the base salary established by the previous 2.75% increase as of July 1, 2014 for SAA members employed prior to July 1, 2014
 - Effective July 1, 2015 - 3% increase for SAA members
 - Effective July 1, 2016 - 2.75% increase for SAA members
 - Effective January 1, 2017 – an additional 0.5%, added onto the base salary established by the previous 2.75% increase as of July 1, 2016.
- b. All administrators hired after July 1, 2013 shall receive an annual base salary of no less than eighty-one thousand (\$81,000.00) dollars.
- c. SAA members required to work at school or District events on non-work days shall be paid a stipend of forty-five (\$45.00) dollars per hour to a maximum four (4) hours of work. The building administrator shall notify the Superintendent or his/her designee in advance of the events, dates and times of events needing administrative coverage and receive prior approval for such coverage. Should there be a need for coverage of greater than four (4) hours, the building administrator shall seek approval from the Superintendent or his/her designee for such additional payment.
- d. Any SAA member who, after July 1, 2007, earns a doctoral degree from an accredited institution shall receive a one-time payment of one thousand five hundred (\$1,500.00) dollars.

- e. SAA members shall be paid on a twelve (12) month pay schedule.

11. **PAYROLL DEDUCTIONS**

The District will provide payroll deductions for professional organizations for members up to a limit of three (3) organizations.

12. **FLEXIBLE BENEFITS PLAN**

The District shall establish a flexible benefits plan (cafeteria plan) pursuant to §125 of the Internal Revenue Code, providing for deductions from salary for the payment towards benefits provided by law and applicable rules of the Internal Revenue Service, and mutually agreed to by the parties.

13. **PROFESSIONAL DEVELOPMENT FUND**

- a. The District shall establish a professional development fund to provide opportunities to members of the unit to improve their knowledge, skills and performance as administrators in the Shenendehowa Central School District as related to the accomplishment of District goals and objectives. The fund will be calculated annually and will be equal to the total number of members in the Association multiplied seven hundred (\$700) dollars. Each member will be allocated seven-hundred (\$700) per year, pro-rata based on hire date if hired after July 1st.
- b. The fund shall be jointly administered by a committee of SAA members and the Assistant Superintendent for Finance and Operations. SAA members may make application to said committee for reimbursement of expenditures from the fund. Reimbursable expenditures shall include membership dues in professional organizations (to exclude dues for union organizations involved in collective bargaining, i.e., SAANYS dues as of July 1, 2011); attendance at professional

conferences (including travel and lodging expenses); costs of professional periodicals; tuition toward graduate coursework and technology equipment.

- c. Technology equipment deemed essential by the district in consultation with SAA, for proficient performance of administrative functions (i.e. laptop computers or mobile devices) shall be purchased by the School district and managed by IMS. An obsolescence plan shall take effect, recognizing usability and budgetary constraints. Any technology purchased prior to this clause shall be included in the obsolescence plan.

Any technology equipment purchased through the Professional Development Fund shall remain the property of the School District and shall be returned to the District by the SAA member upon his/her leaving the district.

- d. The expenditures made from the fund on behalf of each member will be deducted from their allocated balance throughout the year. If a member has an unused balance at the end of the fiscal year, the unused amount up to a maximum of seven-hundred dollars (\$700) may be carried over into the next fiscal year. The maximum amount available for any one member on July 1 shall not exceed one-thousand four-hundred dollars (\$1400).

14. **VACATION/LEAVES**

- a. Vacation

- 1.) Effective as of July 1, 2007 and beyond, there shall be no additional accrual of vacation leave for SAA members.

- b. Sick Leave

- 1.) The members shall be eligible for sick leave as follows:

Eleven (11) month employees: twelve (12) days per year accumulative to two hundred forty (240) days.

- 2.) SAA members shall carry over sick leave days accumulated as members of the Shenendehowa Teachers Association (STA) up to a maximum of two hundred forty (240) days.

c. Sick Leave Bank

- 1.) SAA members will be allowed to contribute up to one (1) day per year from their yearly sick leave allotment to a sick leave bank to be administered by SAA.
- 2.) If it becomes necessary for sick leave bank days to be used for a SAA member, SAA members will have the option to contribute up to seven (7) sick days per year to restore the sick leave bank. Contributions will be made on or about October 15th of each year. No member shall be entitled to use the sick leave bank once he/she is eligible for disability insurance payments. (See Section 15. c.)
- 3.) In the first week of November of each year the SAA Treasurer and the Assistant Superintendent for Human Resources and Professional Development shall meet to verify the total days accumulated in the SAA sick leave bank and submit a written report to each member and to the Superintendent.

d. Family Illness Leave

Each SAA member shall be credited with five (5) days each year of leave for purposes of illness in his/her immediate family. For purposes of this section, "immediate family" shall be defined as spouse, child, son- or daughter-in-law, parent, grandparent, parents-in-law, or sibling of the SAA member. Such days shall not accumulate if unused.

e. Bereavement Leave

- 1.) Each SAA member shall be entitled to four (4) days of paid leave each year due to a death in his/her immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the SAA member's household.
- 2.) If the death occurs while the SAA member is on sick leave or family illness leave, the days used for the bereavement leave shall not be deducted from these leave allotments. Unused bereavement leave shall not accumulate if unused.
- 3.) The Superintendent may grant additional bereavement leave days in circumstances where it is determined that such leave is necessary and justified.

f. Personal Leave

- 1.) Each SAA member shall be credited with six and one-half (6.5) days of personal leave each year for the purpose of conducting business which cannot be conducted at any other time. Such days shall not accumulate if unused.
- 2.) Inclement weather days or emergency days where school is not in session shall be charged by the SAA member as a personal day if the SAA member does not physically report to work, except when SAA members are directed by the Superintendent not to report to work.
- 3.) Each year, SAA members may select to be compensated for up to two (2) days of unused personal leave days at a corresponding daily rate (1/220) of said individuals per diem, as of the year in which those days were accrued. The request for payment of days shall occur between July 1 and August 15th of the subsequent year, ensuring for a

full accounting of days. Such days will not accumulate if unused.

g. Sabbatical Leave

- 1.) It is the privilege of SAA members to request sabbatical leave of the Board. Decision on such request, however, will be based on the purpose of the leave, on the experience and performance of the individual, and on the needs of the District for the period affected.
- 2.) Any SAA member applying for a sabbatical leave will submit a letter which details the proposed leave by January 15th. The letter will clearly state the purpose of the leave, the activities to be accomplished, and the benefits to be realized by the District. The sabbatical leave plan must be approved by the Superintendent of Schools.
- 3.) Recipients of a sabbatical leave shall be limited to one (1) unit member per year for study purposes only. Recipients will receive full pay for a one semester leave and one-half (.5) pay for a full year's leave. Recipients shall guarantee that they will return to the District for a minimum of one (1) year for a one (1) semester leave and a minimum of two (2) years for a two (2) semester sabbatical leave or will reimburse the District the full amount of salary received while on leave. A stipulation to this effect shall be signed by the individual granted such leave.
- 4.) In the event of a SAA member's death or permanent disability (physical or mental), while on a sabbatical leave, the SAA member's spouse and family will not be liable for repaying any compensation the SAA member received while on sabbatical leave.
- 5.) A sabbatical leave may be granted for study purposes only. The District agrees that a study plan may be submitted that does not directly involve a SAA member's

enrollment in college or university course work. However, a sabbatical leave will not be approved for travel.

h. Absence Report Form

- 1.) Information regarding sick leave, family illness leave, bereavement leave and a singular personal leave day shall be submitted in writing by the SAA member to the Superintendent or his/her designee on a mutually agreed upon Absence Report Form. The completed form shall be submitted within five (5) work days of such absence.
- 2.) Personal leave of two (2) or more consecutive days and professional leave (e.g., attendance at conference) shall be submitted in writing by the SAA member to the Superintendent on the Absence Report Form at least two (2) days in advance of an intended absence. Time spent at conferences, meetings of professional organizations and other similar or related professional development activities shall be considered working time and shall not be credited against any leave allowances.

i. Departure Prior to Retirement

SAA members who have a minimum of seven (7) years of service to the District shall, upon leaving the District, be entitled to receive payment at their per diem rate up to a maximum of twenty (20) days for accumulated sick leave over fifty (50) days.

15. **INSURANCE**

a. Life Insurance

- 1.) The Board will provide each SAA member with a fully-paid group Term Life Insurance Policy equivalent to five (5) times current annual salary with a cap of three hundred

fifty thousand (\$350,000.00) dollars. Each member shall receive a copy of the policy.

- 2.) The policy for each SAA member will include a rider to provide for double indemnity in the event of accidental death.

b. Health Insurance

- All CDPHP co-pays for services shall increase to twenty (\$20.00) dollars for each occurrence
- MVP participation shall be eliminated as of July 1, 2013
- No new enrollees to the Empire Matrix plan
- Empire Matrix Plan deductible shall increase to two hundred fifty (\$250.00) dollars individual/five hundred (\$500.00) dollars family
- Voluntary CanaRx prescription drug program

1.) Percent of Premium Paid by the District

i. Health Insurance

As of July 1, 2014- The District will pay eighty-five (85%) percent of the cost of insurance premiums for all full-time SAA members who participate in any of the District's health insurance programs.

Effective January 1, 2015 The District will pay eighty-four percent (84%) of the cost of insurance premiums for all full-time SAA members employed as of 12/31/2014 who participate in any of the District's health insurance programs.

Effective January 1, 2017 The District will pay eighty-three percent (83%) of the cost of insurance premiums for all full-time SAA members employed as of 12/31/14 who participate in any of the District's health insurance programs.

All SAA members hired after January 1, 2015, new to the Shenendehowa Central School District, will have health and prescription drug premium contributions at 80/20.

SAA members who become employed in a new position within the bargaining unit or current Shenendehowa Central School District employees who become a SAA member will receive the same health insurance contribution levels as incumbent SAA members at the time of hire, as provided in this article. The District will pay eighty (80%) of the cost of insurance premiums for all full-time SAA members new to the district as of January 1, 2015.

ii. Dental Insurance

The District will pay forty-eight (48%) percent of the cost of premiums for dental insurance for all full-time SAA members who participate in the plan.

iii. Prescription Drug

As of January 1, 2012, the District will pay eighty-five (85%) percent of the cost of insurance premiums for all full-time SAA members who participate in the District's prescription drug program.

Effective January 1, 2015 The District will pay eighty-four percent (84%) of the cost of insurance premiums for all full-time SAA members employed as of 12/31/2014 who participate in any of the District's prescription drug program.

Effective January 1, 2017 The District will pay eighty-three percent (83%) of the cost of insurance premiums for all full-time SAA members employed as of 12/31/14 who participate in any of the District's prescription drug program.

All SAA members hired after January 1, 2015, new to the Shenendehowa Central School District, will have health and prescription drug premium contributions at 80/20.

SAA members who become employed in a new position within the bargaining unit or current Shenendehowa Central School District employees who become a SAA member will receive the same health insurance contribution levels as incumbent SAA members at the time of hire, as provided in this article. The District will pay eighty (80%) of the cost of insurance premiums for all full-time SAA members new to the district as of January 1, 2015 who participate in any of the District's prescription drug program.

3.) Co-Payments for Health and Drug Plans

i. CDPHP

As of January 1, 2013, the co-payment for CDPHP shall be twenty (\$20.00) dollars for each occurrence.

ii. Prescription Drug Plan

- For retail prescriptions purchased at the pharmacy, the generic/brand name prescriptions co-pays will be ten (\$10.00) dollars generic/twenty (\$20.00) dollars brand name
- For mail order prescriptions (ninety (90) day supply) the co-pay moves to zero (\$0) dollars generic/forty (\$40.00) dollars brand name. Generic prescriptions purchased through mail order will be free.
- CanaRX may be used on a voluntary basis.

4.) Mental Health Rider

A mental health rider shall be included in the CDPHP program.

5.) Major Medical Deductibles and Lifetime Coverage for BC/BS

The major medical deductibles for the Blue Cross health insurance program shall be two hundred fifty (\$250.00) dollars for the individual plan and five hundred (\$500.00) dollars for the family plan. These deductibles shall be contingent upon the availability of such plan by the insurer. The lifetime maximum coverage shall be an unlimited amount. All future enrollments in the indemnity plan shall end upon ratification of the contract.

6.) Voluntary Premium Conversion

The District shall establish and offer to all SAA members a voluntary premium conversion plan meeting the requirements of applicable sections of the Internal Revenue Code (IRS) and related regulations in order that contributions made by unit members toward medical insurance (including health, prescription drug and dental) premiums may be made through such a plan. For those individuals choosing to participate in the voluntary premium conversion plan the premium will be deducted from pre-tax earnings, and, therefore, their net contributions to the plan will be less than negotiated rate for health, prescription drug and dental insurance.

7.) Flexible Benefits Plan

The District will provide a flexible benefits plan, subject to Federal law, which will provide SAA members with additional tax savings options.

8.) Percentage of Premiums for Part-Time SAA Members

Part-time SAA members who elect to receive health insurance benefits shall contribute toward the payment of health insurance premiums. The District shall pay a percentage of the health insurance premium benefit received by full-time employees as follows:

<u>Other Health FTE</u>	<u>Blue Cross</u>	<u>Insurance Options</u>
.00 to .24	25%	35%
.25 to .49	50%	60%
.50 to .74	75%	85%
.75 to .99	100%	100%

SAA members who have been involuntarily reduced from full-time to part-time shall retain their present health insurance premium contribution level.

9.) Health Insurance Buyout

- i. A SAA member with proof of alternate health insurance coverage shall have the option of not participating in the District's health insurance plan or electing a different coverage option. Such SAA member shall execute any and all documents necessary to verify the election of that option. In the event of non-participation or change of coverage option, the District shall pay to such SAA member, annually, within thirty (30) days following the next December 31st, the following sums, based upon the benefits the SAA member received as of such June 30th.

<u>Coverage Change</u>	<u>Amount</u>
Family or 2 person coverage to no coverage	\$2,000
Family or 2 person coverage to individual	\$1,500
Individual coverage to no coverage	\$1,250

- ii. In the event a SAA member who has not participated or selected a different coverage option leaves District employment or re-enters the plan following a qualifying event before the end of the year, the District will pay, within thirty (30) days following December 31st, pro-rata portion of the amount specified in sub-paragraph i. of this section.
- iii. In case of such withdrawal or change of option, the District shall no longer be required to contribute towards the cost of such insurance for the balance of the year or, in the case of a change in coverage option, to pay the amount required for the original option the SAA member had selected.

- iv. A SAA member, having withdrawn or declined coverage, may rejoin the plan if he or she is no longer to be covered by such alternate health insurance coverage in accordance with the rules, regulations and procedure of the District's insurance carriers. Such conditions now include the death of a spouse or some other qualifying event.

c. Disability Protection Insurance

The Board will provide each SAA member with a fully paid group long-term disability protection plan. The plan shall include the following:

- 1.) An insured SAA member who becomes totally disabled will receive benefits beginning after the qualifying period of two hundred forty (240) days and after the SAA member has exhausted his/her sick leave. An individual who uses any of his/her disability insurance and returns to work will be reinstated with fifteen (15) sick days or twenty percent (20%) of the sick days accumulated prior to the illness or accident, whichever is higher.
- 2.) Benefits are payable during any one period of disability for the following maximum durations:
 - a.) Disability due to accident - To the normal Social Security retirement age.
 - b.) Disability due to sickness - To the normal Social Security retirement age.
- 3.) Benefits are payable in the amount of sixty-six and two-thirds percent (66 2/3%) of monthly salary minus any "other income" reductions outlined in the specific plan.

16. **BENEFITS IN RETIREMENT**

The retirement benefits provided to a SAA member at retirement are those benefits listed in the contract in effect at the time of the SAA member's retirement.

a. Life Insurance

The term life insurance policy, which provides each SAA member with a full-paid group term insurance policy equivalent to five (5) times current salary with a cap of three hundred fifty thousand (\$350,000.00) dollars, may be continued by the SAA member upon retirement. The retiree may exercise any negotiated conversion options available to him/her at the time of retirement. The amount of life insurance that may be continued after retirement is as follows:

Under age 67	one hundred (100%) percent
Age 67 and over	fifty (50%) percent

b. Insurance Premium for Retirees

- i. For SAA members, hired prior to July 1, 2013, the District will pay eighty-five (85%) percent of the premium cost of individual coverage for health and prescription drug insurance in retirement.
- ii. For SAA members, hired after July 1, 2013, the District will pay eighty (80%) percent of the premium cost of individual coverage for health and prescription drug insurance in retirement.
- iii. For SAA members who retire during the period of this Agreement and who select CDPHP health insurance for two-person or family coverage, the District will contribute sixty-five (65%) of the two-person premium rate toward the payment of such medical

coverage. If a SAA member chooses another available insurance option the equivalent dollar value will be provided.

- iv. Should the retired employee predecease his/her spouse, the survivor would be entitled to the same percentage of coverage enjoyed by the employee at the time of death, unless the surviving spouse is already covered under other employment at equal or better coverage.
- v. The retiree may defer participation in the health and prescription drug plans until such time that there is no longer coverage under his/her other plan; however, the level of coverage and contribution share will be determined by the date of retirement.

c. Vacation Days

There shall be no payment by the District for accrued and unused vacation leave at retirement beyond June 30, 2010.

d. Payment for Remaining Sick Leave Days

- i. Upon retirement each SAA member will be entitled to payment for up to sixty-eight (68) unused sick days. The rate of pay is to be the member's per diem rate in the year of his/her retirement, and all sick leave accrued as a SAA member of the School District shall be eligible under this clause.
- ii. STA members entering SAA after the effective date of this contract shall be entitled to carry over for purposes of payment up to thirty (30) days of sick leave accumulated while a member of the Shenendehowa Teachers Association (STA) at their per diem rate at the time of retirement. In no case shall payment for a SAA member's accumulated sick

leave days, whether accrued as an STA member or SAA member, exceeds sixty-eight (68) days.

e. Payment to Designated 403(b) Account

- i. Payments made upon retirement for unused vacation time and unused sick leave identified in 16.c. and 16.d of this contract shall be directed by the District into a Section 403(b) account for each individual employee. Said account will comply with all relevant statutes and IRS regulations.
- ii. A retiring SAA member may, at his or her option, have authorized payments made into such 403(b) plan in more than one (1) installment, starting in the calendar year in which the member retires and in the following years, if permissible by IRS regulations.
- iii. To the extent a SAA member provides incorrect information to The OMNI Group or the employer, which results in litigation or penalties assessed against the employer, SAA agrees to indemnify the employer for all such litigation expenses and damages. SAA further agrees that it will not join any lawsuit initiated by an employee against the employer concerning participation in a 403(b) annuity plan.

17. **GRIEVANCE PROCEDURES**

a. Definition of Grievance

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of Shenendehowa Central School District, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of

employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

b. General Considerations

Throughout all steps of the procedure an employee shall have the right to be represented by a person or persons of his or her choice.

c. Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual consent.

d. Four-Step Grievance Procedure

- i. Employees who feel they have been aggrieved must first present their grievance within thirty (30) calendar days after the grievance arose to their immediate supervisor. The grievance may be stated verbally or given in writing. At this step there shall be an informal comprehensive discussion with the employees of the grievance. Every attempt shall be made by the employees and their supervisor to adjust the grievance at this level. Once a complaint has been received, the supervisor shall provide a complete review and decision within five (5) working days after receipt of the grievance.
- ii. If the grievance is not adjusted at Step 1, the complainant may take the grievance to the Superintendent of Schools or his designee within five (5) working days after receipt of the decision under Step 1. The complainant must file a signed, written statement setting forth the specific nature of the grievance and the facts relating thereto, in full, with

the Superintendent of Schools or his designee. Upon receipt of such written statement, the Superintendent of Schools or his designee shall, at the request of the complainant, hold an informal hearing at which the complainant and his representative may appear and present oral and written statements or arguments. If the complainant requests a hearing, said hearing shall be scheduled not more than ten (10) working days from the date the request for a hearing is received. The Superintendent of Schools or his designee shall provide the complainant with a written decision not more than ten (10) working days from the filing of the written complaint or the date of the hearing, whichever is later.

- iii. If the grievance is not adjusted at Step 2, the complainant's grievance may be appealed to a three (3) member grievance board consisting of members of the Board of Education. The appeal must be made no more than ten (10) working days after the complainant's receipt of the decision under Step 2. The complainant must sign a written request for an appeal with the Clerk of the Board of Education who shall bring the matter to the attention of Board at its next regularly scheduled meeting. The complainant shall be granted a hearing before the grievance board on such appeal. The hearing shall be scheduled not more than ten (10) working days from the date of the Board of Education meeting at which the Clerk informs the grievance board of the request for an appeal. Any such hearing may be conducted by anyone or more members of the grievance board; however, if less than the full board presides at such a hearing, the member or members conducting the hearing shall make a written report to the full board and the full board shall then make its report. The report of the grievance board shall contain a statement setting forth its findings of fact, conclusions and advisory recommendations. A copy of the report shall be sent to each employee involved, his or her representative, if any, the Superintendent of Schools and the employee's immediate supervisor.

iv. Steps in Binding Arbitration

Step A - Binding Arbitration - Interpretation of the Agreement - If the aggrieved party is not satisfied with the decision at Step 3, and if the grievance involves a question concerning the interpretation or meaning of the Agreement, the aggrieved party may file a further appeal, in writing, with the Superintendent of Schools within fifteen (15) days after receiving the decision at Step 3, indicating his/her election to submit the grievance to arbitration in accordance with the rules of the Public Employment Relations Board.

Step B - Within five (5) days after receipt of such notice, the Superintendent of Schools shall contact the Public Employment Relations Board and request it forward to the School District and Association a list of five (5) names of persons who may serve as arbitrator. Upon receipt of the list, the School District and the Association shall each be provided with a copy of the same. Within five (5) days of receipt of such lists, each party shall independently strike two (2) names from the list and then indicate their preference of the remaining names by numbering them 1, 2 and 3. The duplicate panel lists indicating the preferential ranking shall then be signed by the authorized representative of each party and be returned to the Public Employment Relations Board which shall designate the arbitrator.

Step C - The arbitrator so selected will hold hearings promptly at the Shenendehowa Central School District or at some other mutually acceptable place and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted.

Step D - The decisions of the arbitrator will be in writing and will set forth his findings of the fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement.

Step E - The arbitrator's decision shall be binding upon the parties.

Step F - The cost of the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School District and the Association.

Step G - Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became or should have become aware of the grievance except when the grievance involves cash pay earned but not received.

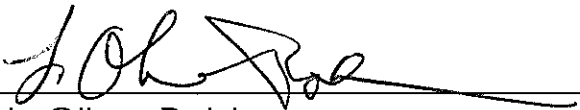
18. **INDEMNIFICATION**

The District shall hold harmless any unit member and provide legal counsel against any action or claim on a judicial or administrative level based on any actions taken in the discharge of the administrative duties, within the scope of his/her authority or at the direction of the District or an Officer of the District. This coverage will extend beyond the member's term of employment to provide defense and indemnification against any claims for actions alleged to have occurred during the member's term of employment with the District, in accordance with the coverage provided to the District by the insurance carrier.

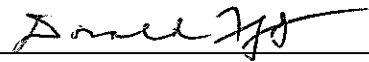
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SHENENDEHOWA CENTRAL SCHOOL DISTRICT

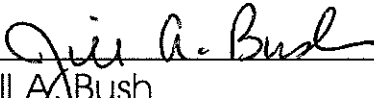
SHENENDEHOWA ADMINISTRATORS' ASSOCIATION



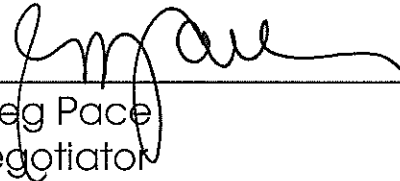
Dr. L. Oliver Robinson
Superintendent of Schools



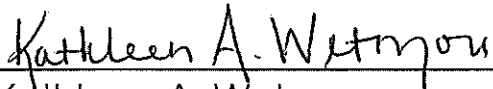
Donald Flynt
Chief Negotiator/ SAA President



Jill A. Bush
Assistant Superintendent for
Human Resources and Professional
Development



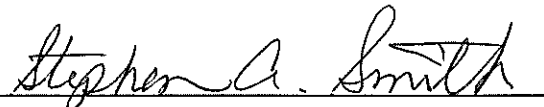
Greg Pace
Negotiator



Kathleen A. Wetmore
Assistant Superintendent for
Finance and Operations



Carrie Peverly
Negotiator



Stephen Smith
Negotiator