

Bainbridge-Guilford Central School
Agreement between the B-G Superintendent
and the B-G Administrators Association July 1, 2013-June 30, 2017
July 1, 2017-June 30, 2021

ARTICLE I - RECOGNITION:

This document shall apply to twelve (12) month administrators. The Bainbridge-Guilford Central School District Board of Education, (the "Board") recognizes the Bainbridge-Guilford Administrators Association (the "Association") as the exclusive bargaining agent and representative for all administrators in the Bainbridge-Guilford Central School District, (the "District") to include the following titles: School District Administrator, Elementary Principal, Junior High/Senior High Principal, High School Principal, and Coordinator of Special Education, and Director of Physical Education and Athletics and Assistant Principal, (see Article X).

ARTICLE II - LEAVES

A - SICK LEAVE:

Fifteen (15) days per year for all administrators with unlimited accumulation. The administrator may use sick leave for family illness for either personal or immediate family (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person residing in administrator's household).

Upon retirement, eighty percent (80%) of the total sick time accumulation, at the administrator's current daily salary rate (1/240th), shall be paid into the administrator's non-elective 403(b) plan. This payment shall be made within one month of retirement. To the extent the amount exceeds the unit member's annual additions limit to the 403(b) account as defined by law in any year, any excess shall be carried over by the District without interest and the remainder would be paid into the account the following calendar year, (January following the actual retirement) and continue each subsequent January until all the cash award has been paid. In order to preserve the status of the benefit as an employer non-elective contribution, failure to establish a qualified 403(b) plan prior to retirement from the District shall result in the unit member forfeiting any claim to the benefit. Any member hired after July 1, 2013 shall have the benefit capped at \$40,000.00

When an administrator's position is eliminated, accumulated sick leave will be paid at a rate of \$50 per day, but shall not exceed 100 days.

B - PERSONAL LEAVE:

Each administrator will be allowed up to four (4) personal business days with full pay during each year. Unused personal days shall be added to accumulated sick leave.

If an administrator has personal business which cannot be transacted other than on a school day, it may be requested through the Superintendent. No administrator will be required to give a reason to anyone concerning why he is requesting a personal business day.

C - BEREAVEMENT LEAVE

An administrator will be allowed up to five bereavement days each year. If additional days are needed, the Superintendent may approve the time.

D - JURY DUTY

Time off for jury duty will be granted at the current rate of pay.

E - HOLIDAYS

| | |
|-------------------------------------|-----------------------------|
| New Year's Day – 1 | Labor Day – 1 |
| Martin Luther King Day – 1 | Columbus Day – 1 |
| Washington's or Lincoln's B'Day – 1 | Veteran's Day – 1 |
| Good Friday – 1 | Thanksgiving Day & Fri. – 2 |
| Memorial Day – 1 | Christmas – 2 |
| 4 th of July – 1 | |

If a holiday falls on a weekend, alternate days for the observance will be designated by the Superintendent.

F - VACATION – (12 month administrators only)

Vacation time will be granted on July 1 of each school year at the rate of twenty (20) days with pay. After five years the following schedule will be used.

Beginning 6th Year – 22 Days
Beginning 8th Year – 23 Days
Beginning 10th Year - 25
Beginning 12th Year – 26
Beginning 14th Year – 27
Beginning 16th Year - 28
Beginning 18th Year - 29
Beginning 20th Year - 30

A carryover of five (5) vacation days from one school year to the next will be allowed. Unused vacation time beyond the five (5) carryover days, must be used on or before August 31 or Administrators will have the option to sell back up to 5 unused vacation days at their daily rate, and paid out during the month of September.

Upon retirement administrators will be paid in full for unused vacation after one full year of service. When an administrator separates from the district during a school year, vacation days will be prorated on a monthly basis.

ARTICLE III –WORK YEAR

A -NEW ADMINISTRATOR

New administrators hired after July 1 of each school year will have the following benefits prorated for time actually worked during the first year of employment.

Sick Leave
Personal Leave
Vacation

New administrators will receive and be paid for those holidays that occur during their actual period of employment during the first year.

B - HOURS

As required to get the job done.

Attendance at Board Meetings is expected at the regular business meeting until after the Administrative Reports portion of the meeting. It is understood that the first meeting is normally the regular business meeting. Should that change, it is expected that administrators will attend the regular business meeting. If the regular business meeting is changed from the first meeting of the month, administrators will be given notice of this change at the previous regular business meeting. Administrators shall attend additional board meetings or stay longer than Administrative Reports portion of the meeting as requested by the Superintendent.

C - STATE OF EMERGENCY

If the roads are closed in Chenango County due to a State of Emergency preventing administrators from getting to work, they will not lose vacation, personal leave, or lose pay for time missed.

D - EMERGENCY CLOSING LEAVE

Administrators may take one emergency closing day without using vacation or personal leave. Unused emergency closing days added as vacation days to the calendar are included in this option.

E - WORK YEAR

July 1 through June 30

ARTICLE IV - BENEFITS

A - HEALTH INSURANCE

Health Insurance – Administrators will receive the District's health plan with the District contributing ninety-five percent (95%) toward an individual policy and eighty-five percent (85%) toward a family policy. For employees hired after June 30, 2011 the Board will contribute ninety percent (90%) toward an individual policy and eighty percent (80%) toward a family policy.

District agrees to make available to retired administrators the identical Health Plan they would enjoy if employed. The retired administrator will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on the rates charged the Board by the carrier.

The unit agrees to switch to NY44 Trust Health insurance effective July 1, 2014.

B - RETIREE HEALTH INSURANCE

The District will pay sixty-five percent (65%) of the premium of the employee rate only for the retired administrator retiring after July 1, 1998 who meet the following conditions:

- a. The administrator must have served for ten (10) continuous years in the Bainbridge-Guilford School District.
- b. The administrator must be eligible to retire under the N.Y.S. Retirement System.

- c. The District will pay its share of the premium until the retired administrator reaches age sixty-five (65). The administrator may cover eligible dependents by paying the full premium.

C – HEALTH INSURANCE BUYOUT

All unit members shall have the option of dropping the Health Insurance Plan provided by the District and will receive \$2,750 annually. The following conditions shall apply:

- a) Initial notification for requesting this option must be given in writing by April 30th and proof of alternative health insurance coverage must be provided to the Superintendent/designee. Election will remain in force until revoked by Administrator.
- b) If an administrator wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year.
- c) Payment will be issued in the last paycheck at the end of June each school year.
- d) An administrator who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry into the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped. The member will be assessed the appropriate share of premium for the remainder of the period of coverage.

D – DENTAL INSURANCE

Dental Insurance – Administrators will receive the District's dental plan with the District contributing the same percent toward an individual or family policy as is contributed for the professional staff.

E – IRS 125 ACCOUNT

IRS 125 Account – Administrators will be allowed to participate on IRS 125 Flexible Benefit Plan with the District paying the monthly administrative fee, provided the Internal Revenue Service allows its continuation.

F – RETIREMENT SYSTEM

Retirement – Administrators will participate in the appropriate New York State Retirement System.

G – MILEAGE

Mileage – When on approved school business, administrators may take a school vehicle or if he/she takes his/her own vehicle, he/she will be reimbursed the rate established by the Board of Education.

ARTICLE IV – PROFESSIONAL BENEFITS

A - PROFESSIONAL LEAVE

1. With the recommendation of the Chief Executive and the approval of the Board, a leave of absence of up to one year may be granted with or without pay. Leaves of six (6) months or longer with pay will be granted after an administrator has completed seven (7) years service with the B-G Central School.
2. Leaves may be granted for the following reasons: further education through University studies, travel for purposes of studies of educational systems in or out of the country and other reasons approved by the board.

3. A written request must be submitted at least six (6) months before the leave is to be taken.
4. If the leave is with pay, the administrator will return for a minimum of two (2) years or reimburse B-G Central School for pay received during the leave of absence.
5. Before a leave is granted, the administrator will submit to the board a detailed report on how the leave time is to be spent. Upon returning from the leave, a detailed report will be submitted to the board delineating the value of the leave experience to the administrator and to the district.

B - PROFESSIONAL DEVELOPMENT

The Bainbridge-Guilford Central School District recognizes the need and encourages the participation of administrators in professional development activities. The activities listed below are examples of possible choices that an administrator may select, but the list is not intended to restrict professional development to the activities listed. A total amount not to exceed one thousand dollars (\$1000) may be used for professional development opportunities chosen by the administrator with prior approval of the Superintendent. Administrators may consider the following:

1. The reimbursement of graduate course tuition costs with proof of successful completion of a course.
2. Professional organizational dues excepting those for any organization/association that is acting, or could be acting in the future, as the bargaining agent for administrators. Such costs for dues should be reflected in the administrator's budget.
3. The costs of attendance at professional development opportunities that benefit organizational goals. Whenever possible, these costs should be reflected in the administrator's budget.
4. Subscriptions to education or administrative periodicals. Such costs for subscriptions should be reflected in the administrator's budget.
5. The administrator will be required to complete a final report of professional development activities by August 31st of each year.

ARTICLE V – COMPENSATION

A - SALARY

2017-2018 2.2% plus \$500 added to base

The parties agree to open negotiations for the purpose of negotiating salary and health insurance only for each of the remaining years of the contract - 2018-2019, 2019-2020 and 2020-2021. In the event an agreement is not reached on the aforementioned years' salary increase, the salary increase shall revert to the 2016-2017 salary increase of \$2500 added to base for each member.

In addition each year that the NYSUT rubric is used for the District's APPR rubric, each member of the association will receive an additional \$1500 a year (not added to base).

**Annual Stipend for Director of Physical Education and Athletics - \$1500 and reportable to TRS
Evaluation of coaches will be \$100/evaluation paid to the evaluator.**

Event Supervisor pay for sporting events or any event as requested by the Superintendent, the administrator attending the event will be compensated \$100.

ARTICLE VI – NEGOTIATIONS

A - NEGOTIATION PROCEDURES

1. Negotiations for a successor contract will commence upon written request of either party. The parties will then establish a mutually agreeable schedule of meeting dates.
2. At the first meeting, the parties will exchange proposals in writing.
3. Both parties agree to work toward compromises in the course of negotiations, subject however, to final ratification of the Association and the Board of Education.

ARTICLE VII - GRIEVANCE PROCEDURE

A – DEFINITION

Definition of Grievance – A grievance is a specific violation of the terms and conditions of this agreement or any dispute with respect to the agreement's meaning or application.

B - LEVELS

Level 1- Informal Stage

The aggrieved association member shall orally present his/her grievance within ten (10) days of the alleged violation to an association officer, who shall orally discuss the grievance with the aggrieved member. The member and the president or designee shall upon initial consultation determine whether the grievance should be reduced to writing and presented to the Superintendent of Schools. This will occur within ten (10) workdays from the date of the initial consultation.

Level 2- Formal Stage

Within 10 days of the level 1 request, the superintendent shall orally and informally discuss the grievance with the aggrieved member and the president. If the grievance is not satisfactorily resolved, the superintendent will render in writing his or her determination of the matter to the aggrieved member within ten (10) days of the Level 2 meeting.

Level 3- Board Appeal Stage

The aggrieved association member may, within ten (10) workdays of receipt of the superintendent's determination, make a written request to the BOE for review and determination. The BOE will offer the grievant and/or his/her representative an opportunity to meet with the BOE to discuss the matter in executive session at the next regularly scheduled meeting. The BOE will submit a written decision to grievant within twenty (20) days from the date the BOE meeting occurred.

Level 4 – Advisory Arbitration Stage

After receiving an unsatisfactory written determination from BOE, the grievant with the consent of the association, may submit the grievance to advisory arbitration within ten (10) workdays from the level three decision.

Within ten (10) workdays after the written notice of submission to arbitration, the BOE and the association will agree upon a mutually acceptable arbitrator competent in the area of the grievance. Both parties will equally share the cost of such arbitration.

Dissolution of the Bainbridge-Guilford Administrators Association due to loss of members either through attrition, consolidation or merger – If the bargaining unit is legally unable to continue due to loss of members and only one member remains with the understanding that no new members

currently within the Recognition Clause, the District agrees to continue to provide the same benefits that was provided to the unit to the last remaining member.

ARTICLE VIII – EVALUATION

A – Annual Professional Performance Review

An evaluative tool and procedures used in the process shall be developed between the Superintendent and the Bargaining Unit in accordance with New York State Education Law Section 3012-d and will be reviewed and mutually agreed upon yearly. APPR evaluation shall only apply to Principals.

ARTICLE IX – MISCELLANEOUS

A - JUST CAUSE

Those administrators not covered under existing tenure statutes shall be afforded a fair dismissal procedure which shall include:

- Written charges for cause
- Appropriate hearing before the Board of Education
- Right to counsel and witness any such hearing.

B - CONTINUING APPOINTMENT

Those administrators serving a probationary appointment in the employ of the school district for a period of two (2) years or more shall receive no less than four (4) months notice, if they are not going to be appointed to tenure.

None of the above provisions shall waive the Board of Education's right to terminate the employment of any school administrator for just cause.

In the event the district will reduce in force an administrator, notification will be provided as soon as possible but no later than May 15. If the notification occurs after May 15, then an administrator will be given a 30-day notice.

ARTICLE X – ASSISTANT PRINCIPAL

A - WORK YEAR

The work year of the Assistant Principal shall be two hundred and twenty (220) days, inclusive of the District's 10-month calendar plus twenty (20) days between the months of July and August. The days worked in July and August will be determined by the Assistant Principal, the Principal and the Superintendent. The daily rate for this position shall be 1/220th.

B - HOLIDAYS

The Assistant Principal shall be granted each holiday on the Instructional calendar.

C – LEAVE TIME

The Assistant Principal shall not be granted vacation days. Other leaves shall be used on the same basis as other unit members.

D – EFFECTIVE DATE

The Article shall be effective July 1, 2017.

William Zakraseh
Administration Representative

7/26/17
Date

Timothy Rly
District Representative

7/26/17
Date