

Professional Agreement between the
Burnt Hills-Ballston Lake
Administrators Organization
and the
Burnt Hills-Ballston Lake
Superintendent of Schools
for the Period of
July 1, 2018 through June 30, 2021

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Article I – RECOGNITION

Section 1 Positions in the Unit

The Burnt Hills-Ballston Lake Administrators Organization is the exclusive bargaining agent and representative for the administrative and supervisory positions listed below. The positions incorporated in such recognition include but are not limited to:

- Senior High School Principal
- Middle School Principal
- Elementary School Principals
- Secondary Assistant Principals
- District Department Head, Fine Arts
- District Director, Physical Education, Health & Athletics
- District Director, Special Services
- District Department Head, ELA & RtI / AIS
- District Department Head, Mathematics and Computer Science
- District Department Head, Science and Technology Education
- District Department Head, Social Studies
- District Department Head, Special Services Coordinator
- District Department Head, World Language, ENL and Library

Section 2 Notice of Vacancies

Notice of newly created or vacated administrative and/or supervisory positions will be provided to members of the bargaining unit at least ten (10) working days prior to the date set forth in the notice as the time before which applications for consideration for the vacancy should be submitted.

Section 3 Additions to the Unit

All newly created, greater than half-time supervisory or administrative positions, except central office positions, shall be automatically included in this unit and shall be represented by the Burnt Hills-Ballston Lake Administrators' Organization for the purpose of negotiating terms and conditions of employment.

Section 4 Discussion of Administrative Staffing Changes

The building principal and the Administrative Bargaining Unit President will have an opportunity to discuss with the Superintendent any changes in administrative staffing anticipated within his/her building.

Section 5 Discussion of Personnel or Instructional Changes

Building principals and district department heads will have an opportunity to discuss with the Superintendent anticipated changes in personnel or instructional program within their buildings and/or departments.

Section 6 Monthly Meeting with Superintendent of Schools

The Superintendent and President of the Administrators' Association, or designee, will meet monthly or as needed.

Section 7 Transfer Within the Unit

No member of the Burnt Hills-Ballston Lake Administrators' Organization shall suffer a salary decrease as a result of a transfer to another administrative position within this bargaining unit.

ARTICLE II - RESPONSIBILITIES OF MEMBERS

Section 1 Duties of the Members

The members covered by this agreement shall direct and coordinate the planning, operation, and evaluation of the educational program in the Burnt Hills-Ballston Lake School District, under the supervision of the Superintendent of Schools. The members shall perform such duties as may reasonably be required for the efficient administration of the educational program.

Section 2 Changes in Obligations

Any changes in administrative obligations will be discussed with the administrator concerned and the Administrative Bargaining Unit President. They will be defined and scheduled with sufficient time to allow for satisfactory job performance.

Section 3 Input in Negotiations

Building principals will be informed of non-economic union demands which relate to the responsibilities to administer. Input from principals will be solicited in developing district proposals and counter-proposals.

Section 4 Work Assignments

No District Department Head will be required to teach in more than one building.

Section 5 Review Personnel Files

A professional's personnel file shall be open for inspection and/or copying by the individual professional or his/her designated representative at his/her request, without the withdrawal of any item from these files and as prescribed by law. The exception to this

right of inspection will apply to those items designated confidential by New York or Federal statute. The professional has the right to have his/her response permanently affixed to any document within his/her personnel file.

Section 6 Review Job Descriptions

Revisions to administrator job descriptions after July 1, 2015 will be made final through a Memorandum of Agreement. The Superintendent maintains the authority to reduce or abolish positions, or to create new positions.

Section 7 Annual Professional Performance Review

A committee will be formed to develop and recommend evaluation procedures of all members of the Administrative Bargaining Unit in accordance with APPR regulations. Recommendations will be submitted to the superintendent by September 15, 2015 unless the NYS Education Department's directives change.

Section 8 Attendance at Board of Education Meetings

Building Principals shall attend Board of Education Meetings as requested by the Superintendent of Schools.

ARTICLE III - WORK YEAR AND VACATIONS

Section 1 Work Year for 12 Month Administrators

Building principals, assistant principals, the Director of Special Services ~~Head~~, and the Director of Physical Education, Health and Athletics shall work 225 days per year for the first five years of their employment. Beginning with the sixth year the work requirement for employees working 225 days will decrease one day for each year of employment for these job titles until only 220 work days are required after ten years of service. Salary computation shall be based on 225 work days.

Section 2 Work Year for 10+ Month Administrators

District Department Heads, (except for Physical Education, Health and Athletics and Special Services Directors) shall work 210 days per year. Those persons working 210 days will work the 186 days scheduled on the school calendar adopted annually by the Board of Education. Specific schedules for the remaining work days will be mutually determined with the immediate supervisor and the Superintendent of Schools and will be submitted in writing to the Superintendent's office by July 1 of each school year. Beginning with the 2003-04 school year, 10+ month administrators will earn one day of vacation credit per year which may be accumulated and paid at the per diem rate of 1/210 for retirement eligible employees up to a maximum of 24 days.

Section 3 Vacation Schedules

An administrator shall accrue their full vacation entitlement on July 1 of each fiscal year. A 12 month administrator shall receive 20 vacation days per year for their first five years of employment and beginning in year six shall accrue 1 additional day per year, not to exceed a maximum of 25. Administrators appointed by the Board of Education after August 1 will receive a vacation entitlement reduced by 2 days per month from 7/1. Building principals, assistant principals, and the District Directors of Physical Education, Health and Athletics and Special Services shall mutually develop specific schedules with their immediate supervisor and the Superintendent and will submit a vacation schedule in writing to the Superintendent's office by July 1 of each school year. Cumulative accrued sick, personal and vacation records will be provided to administrators five school days before administrative vacation schedules are due to the Superintendent. It is understood that 225 day employees will not include the paid holidays approved annually for non-instructional employees in their 225 work days for any year.

Section 4 Unused Vacation Days

A 12 month administrator will carry over a maximum of fifteen (15) unused vacation days or 15+ month vacation credits from one school year to the next. Five (5) unused vacation days must be used within the first six months of the succeeding school year. In the event that an administrator terminates employment with the District for any reason (i.e. retirement, resignation, involuntary termination, etc.) the administrator shall accrue two (2) vacation days per month from July 1 of a given fiscal year to the day of termination (in addition to specified carry-over allocation). If the administrator completes a full year of employment in a terminating year, their full vacation entitlement shall be earned up to a maximum of 30 days.

Accrued vacation days will be paid out at the per diem rate of 1/225 for 12 month administrators and 1/210 for 10 month administrators. Administrators who terminate employment with Burnt Hills-Ballston Lake CSD and have used more vacation days than the set accrual rate of two (2) days per month in a new fiscal year shall be required to pay back the unearned income in one of two ways: (1) At the employee's per diem rate, or (2) through the equivalent dollar amount deducted from their accumulated sick time payout of \$75.00 per day.

As of June 30 of each year, unused vacation days will become sick days for twelve-month employees.

Section 5 Sick Time Accrual

In a terminating year, all administrators shall accrue two (2) sick days per month from July 1 to the day of termination up to a maximum of 20.

Section 6 Verification of Sick Days and Vacation Days

Administrators will submit a monthly verification of sick days and vacation days used to the office of the Superintendent.

Section 7 Emergency Closing Days

On emergency closing days, administrators shall either work from home or charge leave accruals for the day. An administrator who elects to work from home shall be required to be available by email or phone during the administrator’s normal work day.

Administrators shall not be required to charge accruals or work from home if the Superintendent of Schools closes the district for all staff.

ARTICLE IV - SALARY AND BENEFIT PROVISIONS

Section 1 Basis for Salary Schedules

Administrative salary schedules are based on an appropriate relationship between the number of days of work required by each position.

Position - Annual Working Days

Senior High Principal	225
Middle School Principal	225
Elementary Principal	225
District Department Head, Fine Arts	210
Director of Physical Education, Health & Athletics	225
Director of Special Services	225
Middle School Assistant Principal	225
Senior High Assistant Principal	225
District Department Head, Mathematics and Computer Science	210
District Department Head, Science and Technology Education	210
District Department Head, ELA & RtI / AIS	210
District Department Head, Social Studies	210
District Department Head, Special Services Coordinator	210
District Department Head, World Language, ENL and Library	210

Section 2 Salaries for 2018-2021

Annual salaries for current administrators to be paid in each of the three years of this negotiated agreement are attached as Appendix A. Administrators who reach or have reached the maximum within their salary band shall receive a 2.5% increase to salary in each year of the Agreement. Administrators who have yet to reach the maximum within their salary band shall receive a 3% increase to salary. In no case shall an administrator receive a salary increase that exceeds the maximum of their salary band.

Section 3 Longevity

Administrators with ten years of total service with the district shall receive a \$1,000 longevity payment on the July 1st following the completion of ten years of service. Administrators with fifteen years of total service with the district shall receive an additional \$500 for a total longevity payment of \$1,500 on the July 1st following the completion of ten years of service. Administrators with twenty years of total service with the district shall receive an additional \$500 for a total longevity payment of \$2,000 on the July 1st following the completion of twenty years of service.

Section 4 Initial Placement

Initial placement salary for members of the bargaining unit will be the responsibility of the Superintendent.

Section 5 Earned Doctorate Entitlement

Any member of the bargaining unit who possesses an earned doctorate in any field of education will be paid \$1,250 annually in addition to his/her salary schedule entitlement.

Section 6 Flexible Benefits Plan

"The District will offer a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax.

Effective January 1, 1998, the district will expand the present Section 125 plan to permit salary deductions for dependent care. The plan will require a minimum annual dependent care contribution of \$1,000. Final approval of the plan shall be subject to the District Auditor review for compliance with Section 125 of the Internal Revenue Code.

The District will continue to study other benefit applications for Section 125. If manageable by the District, other benefits that are permitted by Section 125 will be extended to members of the Administrators Organization prior to the expiration of this Agreement.

Section 7 Indemnification

The District shall provide indemnification to all administrators represented by this bargaining unit and in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies to employees performing their duties within the scope of their employment. Pursuant to Section 3811 of the Education Law, all employees must notify the Board of Education in writing of the commencement of any proceeding against him or her within five (5) days after service of process. Under Section 3023 of the Education Law, employees must deliver a copy of the Summons and Complaint or demand or notice to the Board of Education within ten (10) days of the time the Complaint is served on such person. Delivery to the Board of Education shall be to

the Clerk of such Board of Education. Days are defined in this provision as calendar days and not school days.

Section 8 Salary Notification

Following the ratification by both parties of a newly negotiated agreement between the Burnt Hills-Ballston Lake Administrators' Organization and the Burnt Hills-Ballston Lake School District Superintendent of Schools, salary notification will be provided to unit members within 30 days of the signing of the new contract.

Annual salary notification will be provided to unit members by June 24 of each year.

Section 9 Professional Organization Dues

On a form provided by the Assistant Superintendent for Instruction, administrators may request and the District will reimburse administrators for Professional Association dues [for] to one state and one national organization of the member's choice. Annual reimbursement will not exceed a total of \$600 for such dues. After authorization, SAANYS will submit to the District a single invoice for payment of dues for administrators.

Section 10 Coursework Reimbursement

If additional coursework is required to maintain New York State certifications, the contract will be re-opened to discuss compensation for such coursework.

The District will provide reimbursement for required coursework necessary to obtain an School District Administrator (SDA)/School District Leader (SDL) certificate, to be paid at the SUNY Albany rate (not the MBA rate). Reimbursement shall be paid upon successful completion of the course as verified through semester grade reports.

Section 11 Non-Elective 403B Accounts

The District shall continue to offer members of the Association access to a 403B account.

Section 12 Payroll Schedule

The district and the Administrators' Association agree that the district reserves the right to pay members of the Administrators' Association biweekly or two times per month.

ARTICLE V - LEAVES OF NECESSITY

Section 1 Leave Entitlement

A total of twenty (20) days leave per year will be granted administrative personnel for personal sick leave, illness in the family, and death in the family, with unlimited

accumulation. No more than ten (10) days leave for illness in the family can be used in any single school year.

Section 2 Definition of Family

The following will be considered family:

- A. Husband, wife, children, and related members of the employee's immediate household.
- B. Father, mother.
- C. Sister, brother, sister-in-law, brother-in-law.
- D. Grandfather, grandmother, including in-laws.
- E. Father-in-law, mother-in-law.
- F. A person with whom the employee lived for a period of time as part of the household and to whom the employee looked as a parent-in-fact.
- G. Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law.
- H. Niece and nephew

Section 3 Special Family Circumstances

In situations where death or critical illness in the family of an individual occurs more than once during a single year, the Superintendent may grant an additional four days, non-accumulative to an individual, beyond the specified 20 days in Section 1.

Section 4 Personal Business Leave

In any one year a maximum of three (3) days in addition to those described in Section 1 may be used for personal business which cannot be transacted during times other than the employee's work hours. For example, personal days cannot be used to extend a vacation, for shopping, or for medical and dental appointments except in cases of emergency. An administrator wishing to use a personal day either the day prior to, or following, a regular scheduled vacation or holiday must have the prior approval of the Superintendent of Schools. Absence from one's school assignment to work in another compensated situation is not an acceptable use of personal business days. If an employee does not use personal leave during the employment year, the unused personal leave remaining shall be added to the employee's sick leave accumulation.

Section 5 Workers Compensation

In any workers compensation case there will be no loss of sick leave and the Board of Education will pay the difference between workers compensation and the administrator's salary for a time period up to 12 calendar months.

In any absentee situation under consideration by the Workers Compensation Board, an administrator's sick leave bank will be charged pending determination by the

Compensation Board. If the administrator's disability is approved for compensation, sick leave days will be restored according to the following formula:

Total workers Compensation benefits divided by average daily pay rate equals sick leave days to be reimbursed.

An administrator approved for a Workers Compensation award will be permitted to participate in the health, dental, and prescription drug insurance program on the normal shared basis with the district (80/20 family, 90/10 individual) up to a maximum of 12 calendar months from the beginning date of the award. If an individual continues on Workers Compensation beyond twelve (12) calendar months, the health insurance premium will be shared 50/50 during the remaining time of the award.

Section 6 Leaves for Legal Business

Temporary leaves with full pay will be granted to administrators when attendance is required at PERB hearing, court hearings, legislative hearings and other non-compensated legal processes providing such requirement is not the result of violation of Section 210 of Civil Service Law.

Should a member of the bargaining unit be summoned for jury duty, and a request for excuse from jury duty by the employee and school authorities is denied, the school district will pay the person's daily salary.

Section 7 Sabbatical Leave

- A. All permanently certified and full time administrative personnel who have served five (5) consecutive years in the Burnt Hills-Ballston Lake School System directly prior to the application for sabbatical leave may, upon the recommendation of the Superintendent of Schools and approval of the Board of Education be granted a sabbatical leave for study or other purposes benefiting the school system and contributing to the professional growth of the recipient in the capacity in which he/she is employed.
- B. Sabbatical may be granted for a full year or a half-year. Compensation will be granted at the rate of half-pay for a full-year leave or quarter-pay for a half-year. Payment to recipients will be prorated and will follow the regular payroll schedule during the leave of absence. Payments will be based upon the salary step the person would have been on during the leave for a regular professional assignment. When any other additional compensation is received during the leave and as a result of the leave, and the combination of such compensation and the sabbatical pay exceeds the regular professional salary the recipient would have received under normal employment that year, the sabbatical pay will be adjusted to that amount which represents the total of the regular professional salary for that year.

- C. Application for sabbatical leave should be submitted to the Superintendent's office not later than March 1 preceding the year of the leave.
- D. The standard application form should be used and complete explanation provided on the application form concerning the following questions:
 - Purpose of request
 - Activities anticipated
 - Professional benefits to applicant
 - Educational benefits to the school district
 - Anticipated compensation beyond the sabbatical pay allowance
 - An interview may be requested to provide further information concerning the request
- E. Grants may be restricted in number or denied as necessary in the judgment of the Superintendent.
- F. The recipient will be required to indicate in a contract document his/her intention to return to the district for two (2) full years of employment following the sabbatical leave. If such obligation is not fulfilled, the recipient will return to the school district the full amount received for the leave or an amount prorated for any fractional part of the two (2) school years during which the obligation was not fulfilled. Such an obligation will be repaid in no more than sixty (60) equal monthly payments, although the recipient may specify a schedule that will permit a more rapid repayment.

Section 8 Family Care Leave

- A. A leave of absence for family care will be granted up to a total of two years. Requests for leave should indicate termination of the leave at either the reporting period closest to the middle of the school year or at the end of the school year. The Board of Education may consider a subsequent request made by an administrator to return to employment prior to the originally approved termination date, provided there is a vacancy for which the professional is qualified.
- B. Request for such leave should be made at least 30 days before the date that the requested leave is to begin. For probationary employees the period of leave shall be an interruption of the probationary period.
- C. An administrator requesting a leave will be entitled to all provisions of the Family and Medical Leave Act of 1993.

Section 9 Notice of Return from Leave

Administrators scheduled to return from leave at the beginning of the school year must notify the Personnel Office, in writing, by April 1 preceding the July return date concerning their intention to return. Administrators scheduled to return at the beginning of the second semester, if return during the school year has been approved, must notify the Personnel Office, in writing, by November 15 preceding the return date concerning their intention to return.

Section 10 Leaves of Absence

Unpaid leave for up to two (2) years may be granted in compliance with Board of Education policy. A written request by the administrator is required at least four (4) months prior to the beginning of the leave.

Section 11 Sick Leave Bank

- A. The purpose of the sick leave bank is to provide sick leave for those participating administrators who have a prolonged, catastrophic or long term illness and/or injury and who have exhausted all their available sick and personal leave entitlements. This benefit would not be available in a workers compensation injury matter. If an administrator is reimbursed for any leave time used under this provision and as a result of a workers compensation decision, such reimbursed time shall be returned to the sick bank first, followed by the employee's personal leave time.
- B. Each administrator covered by this agreement who chooses to participate in the sick leave bank shall contribute five (5) sick leave days to the sick leave bank within the first fifteen (15) days of the effective date of the administrator's appointment. Such days become permanently part of the sick leave bank and cannot be withdrawn.
- C. New administrative employees choosing to participate shall contribute five (5) days within fifteen (15) days of the effective date of employment.
- D. Administrators who have not participated in the sick leave bank, and who subsequently choose to participate, may join within the first fifteen (15) days of July of any school year. However, such administrators must match the number of days they would have already contributed to the sick leave bank during the time of their employment in the district since the establishment of the sick bank.
- E. A Sick Leave Bank Committee, composed of the President of the Administrators' Organization, or his/her designee, and the Superintendent of Schools, or his/her designee, shall administer the sick leave bank program. The committee may grant up to thirty (30) sick leave days per application. In no event shall an administrator be granted sick bank days whose number exceeds the equivalent of the administrators annual work days. The administrators' vacation day entitlement will

be reduced by a year's allocation in the event that an administrator accesses the sick leave bank in excess of 195 days. All decisions to accept or reject an application shall be non-grievable.

- F. Future contributions will be required when the number of days in the bank is diminished to a number that equals three (3) times the number of administrators included in the sick bank. At that time, the Sick Leave Bank Committee will determine the rate of additional contributions, not to exceed five (5) days per participant per year.
- G. Eligibility to draw from the sick leave bank shall be limited to those participants who:
 - 1. Have exhausted their own sick leave and personal leave entitlement.
 - 2. Provide medical evidence of prolonged, catastrophic, or long term illness or injury acceptable to the Sick Leave Bank Committee.
 - 3. Make application to the Sick Leave Bank Committee on the appropriate form.
- H. If agreement on a grant is not achieved by the committee of two, or an applicant is dissatisfied with the decision of the Sick Leave Bank Committee, an appeal can be made by the applicant to a review board composed of two members appointed by the Superintendent of Schools, two members appointed by the Administrator's Organization President, and one additional member acceptable to both the Superintendent and the Administrator's Organization President. The decision of the review board shall be final, binding, and non-grievable.
- I. The maximum number of days available to each participant who meets the criteria in Section 7 is limited to 225 days.
- J. The district will contribute five (5) sick leave days for each administrator who joins the sick leave bank. The five (5) days will be added to the bank at the time of the administrator's initial contribution.

ARTICLE VI - HEALTH INSURANCE

Section 1 Health Insurance Committee

An insurance committee composed of representatives from each bargaining unit proportional to the number of individuals represented by each bargaining unit, and chaired by the Director of Human Resources, will act in an advisory capacity to the Superintendent and Board of Education on insurance related matters.

Section 2 Health Insurance Benefit

The District will provide the following health coverage: the CDPHP EPO, the BlueShield 815 PPO and the BlueShield 907 Plan. The District shall provide the following dental coverage: the Delta Dental Plan.

The school district's contribution toward a member's premium for both hospitalization and dental coverages will be:

- Single membership - 90%
- Family or two person membership - 80%
- Retired membership - 50%
- Professionals whose effective date of employment is after July 1, 2006, must have completed 8 years of service in the District to be eligible for the health insurance retirement benefit.

Effective July 1, 2018, the District's contribution towards the BlueShield 907 Plan shall be equivalent to its contribution to the BlueShield 815 Plan. In the event an employee wishes to maintain coverage with the BlueShield 907 Plan, the employee will be responsible for the full difference between the premium of the BlueShield 907 Plan and the district's contribution to the Blue Shield 815 Plan.

Section 3 Health Insurance Buyout

- A. Effective July 1, 2015 professionals that are eligible for Health Insurance (except leave of absence replacements that are less than a full school year) who submit satisfactory proof of alternate health insurance coverage, shall have the option of withdrawing from the District's health insurance plan. Such professional shall execute any District documents required to effect such withdrawal.
- B. Requests to opt out of the district's health insurance plans must be processed by July 1 or January 1. For the 2015-2016 school year and beyond, all subsequent requests must be processed by the end of the school year's open enrollment. The district shall receive notification 30 days in advance of these dates. Professionals with the intent to opt-out of the district's health insurance program must indicate so using the appropriate District form.
- C. For professionals covered by this contract and who are eligible for the health insurance opt out according to this provision, the District shall pay to such professional, \$2,500 per year if covered by insurance other than that provided by the district and \$500 per year if insurance is carried by another district employee. Determination for the health insurance buyout will be made by the district no later than July 1. Payment will be made on June 30th. Payment will be prorated for the year should an employee resign from their position or if such election to opt out of

the district's health insurance program became effective after July 1st of a given school year.

- D. In the event a professional who has elected withdrawal leaves District employment or reenters the plan following a qualifying event before June 30th of any school year, the District will pay a pro-rata portion of the amount specified in section c on June 30th. A qualifying event will be defined in the same way as it is for COBRA eligibility.
- E. A professional hired after the start of a school year and choosing to opt out of the District's health insurance plans will receive a pro-rata portion of the amount specified in section c on June 30th.
- F. During any open enrollment a member who previously elected to participate in the health insurance buyout may opt in to the district's insurance.
- G. At the end of this Agreement, this provision shall revert back to the language contained in the 2015-2018 Agreement between the parties unless negotiated otherwise.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Purpose:

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedure for the satisfaction of grievances.

B. Definitions:

1. A "grievance" shall mean any claim by a member of the negotiating unit of a violation, misinterpretation or inequitable application of the terms of this agreement, or any policy or administrative regulation of the Board of Education.

"Policy" or "administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book.

2. "Days" shall mean school days as designated on the current school calendar.

C. Procedure:

Level I

A grievance will first be discussed with the Assistant Superintendent for Instruction with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
2. Request the organization representative to accompany her/him, or
3. Request the organization representative to act in her/his behalf. If the grievance is not resolved informally, the grievant shall present a written statement of grievance and the relief desired to the Assistant Superintendent for Instruction.

Failure to present a written statement of grievance within thirty (30) days after the occurrence of the claimed grievable event shall result in a waiver of all rights involved.

Within ten (10) days of the presentation day of the written statement of grievance the Assistant Superintendent for Instruction shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the organization and to the Superintendent of Schools.

Level 2

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within ten (10) days file with the Superintendent of Schools an appeal in writing on forms supplied by the district requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance as submitted Level 1, a specification of what section of this agreement, or policy, or regulation has been violated, a statement of why the determination of Level 1 was unsatisfactory, and the relief that the grieving party desires.

The Superintendent or his/her designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within six (6) days after the presentation of the appropriate appeal documents to the Assistant Superintendent for Instruction's office.

Such meeting shall be an attempt to resolve the grievance. Either party may record the proceedings for their own use.

Within six (6) days after such a meeting or meetings the Superintendent of his/her designee shall make a decision in writing, setting forth his/her reasons for such conclusion. A copy of such decision shall be given to the employee, the organization and the President of the Board of Education.

Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 2 of this grievance procedure.

Level 3

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 2, and the alleged grievance claims a violation, misinterpretation or inequitable application of the terms of this agreement, he/she may within twenty (20) days file with the Assistant Superintendent for Instruction an appeal in writing, on forms supplied by the district, requesting his/her grievance by submitted to the Board of Education. Such request shall include, among other things, specification of what section of this agreement has been violated, a statement of why the determination on Level 2 was unsatisfactory, and the relief that the grieving party desires.

The Superintendent of Schools shall within ten (10) days after receipt of the appeal arrange for a hearing of the grievance by the members of the Board of Education. The President of the Board of Education, or a designee, will act as the hearing officer. The members of the Board shall meet with the employee, any Organization representative the employee desires, the Superintendent of Schools, and any other parties directly involved in the grievance in question. All hearings held shall be in closed sessions. Such hearing shall be an attempt to resolve the grievance. Within ten (10) days after such a hearing the President of the Board of Education, or a designee, shall make a decision in writing regarding the grievance and set forth the reason for such a conclusion. A copy of such decision shall be given to the employee, the organization, and the Superintendent of Schools.

Level 4

If the grievance is unresolved at Level 3 within thirty (30) calendar days, the aggrieved administrator may exercise the option to request binding arbitration by filing a demand with the Public Employees Relations Board (PERB) in accordance with such Board's rules and procedures. The cost of such arbitration shall be shared equally between the Board of Education and the Administrators' Association if the Association agrees to sign the appeal to Level 4. If the Association does not sign the appeal to Level 4, the expenses, including the cost of transcripts, shall be shared equally by the Board of Education and the aggrieved administrator. The arbiter's decision shall be confined solely to the language and terms of this agreement. The decision of the arbiter within the scope of his authority shall be final and binding upon all parties.

ARTICLE VIII - RETIREMENT INCREMENT

A retiring administrator with ten years of Burnt Hills service shall receive a retirement termination increment of \$12,500 plus \$80 per day for accrued sick leave in excess of 55 days at the time of retirement. To receive this increment and benefit, an administrator must submit a resignation for retirement purposes in writing to the Superintendent of

Schools by January 1 and at least six months prior to the effective date of retirement, which must occur by June 30. Any other arrangement must be mutually agreed upon between the retiring administrator and the Superintendent. The termination increment will be deposited into a non-elective 403b account for the retiring administrator within 60 days following the date of retirement.

ARTICLE IX - PERSONNEL AND BUDGETARY CONSIDERATIONS

Section 1 Professional Personnel Matters

Except in those emergencies where neither person is readily available, the building principal, or in his/her absence, the assistant principal, shall be consulted in the selection, assignment or transfer of any professional personnel within his/her building.

Section 2 Civil Service Personnel Matters

Except in those emergencies where neither is readily available the building principal or in his/her absence, the assistant principal, shall be consulted in the selection, assignment or transfer of Civil Service personnel within his/her building.

Section 3 Status of Budget Accounts

Upon request, building administrators shall be provided with specific information regarding the status of their budget accounts in all areas within a reasonable time.

ARTICLE X – DURATION

Section 1 Legality of the Agreement

In the event any portion or portions of this agreement shall be found to be unlawful, only those portions so found shall be null and void and the remainder of the contract shall remain in full force and effect.

Section 2 Totality of the Agreement

This document constitutes the entire agreement between the parties and no further matters shall be negotiated under this agreement.

Section 3 Length of the Agreement

This contract shall be in effect for the period from July 1, 2018 through June 30, 2021. Negotiations for a successor contract shall commence no later than February 1, 2021. Upon a request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 days following such a request.

ARTICLE XI - STATEMENT OF CIVIL SERVICE LAW

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. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2018

SUPERINTENDENT OF SCHOOLS,
BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS

PRESIDENT,
BURNT HILLS-BALLSTON LAKE ADMINISTRATORS' ORGANIZATION