

2019 - 2022
AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
of the
THE CITY OF ALBANY
and the
ALBANY PUBLIC SCHOOL
ADMINISTRATORS' ASSOCIATION

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PREAMBLE

WHEREAS, the Albany Board of Education and the Albany Public School Administrators Association mutually recognize as their fundamental goal the providing of quality education to the children of the City of Albany; and

WHEREAS, it is mutually recognized that to achieve this common purpose an administrative staff of highly professional quality and of high morale is essential; and

WHEREAS, in a joint effort to achieve this fundamental goal, negotiations in good faith to determine the conditions of work under which that professional staff shall operate shall be carried on by both parties, pursuant to the Public Employees Fair Employment Act.

The Albany Public School Administrators' Association and the City School District of Albany enter into the following agreement:

ARTICLE 1

DEFINITIONS

- 1.1 In order to implement the provisions of the Taylor Law and to encourage and increase the effective and harmonious working relationship between the Board of Education of the City School District of Albany (hereinafter called Board) and its supervisory and administrative employees (hereinafter called Administrators) represented by the Albany Public School Administrators' Association (hereinafter called Association), the Chief Executive Officer of the Board (hereinafter called Superintendent) and the "Association" enter into this agreement.
- 1.2 The word Administrator as used in this Agreement shall mean all certified and legally employed administrators and supervisory personnel in the City School District of Albany except for the Superintendent, Deputy Superintendent, Assistant Superintendent(s), and any other employees deemed management and/or confidential status.

ARTICLE 2

RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive bargaining agent and representative for all Administrators and supervisory personnel in the City School District of Albany, except for the Superintendent, Deputy Superintendent, Assistant Superintendent, and any other employees deemed management and/or confidential status.
- 2.2 Any and all newly created, or substantially altered existing, supervisory positions shall be automatically included in this recognition. The appointee shall be represented by the Association.
- 2.3 The Board shall deduct from the salary of each Administrator, who so authorizes in writing on the form annexed hereto as Appendix A, dues for membership in any appropriate professional organization so designated by the Administrator.
- 2.4 Deduction authorization shall continue in full force and effect until the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second pay check after being received in the business office.

ARTICLE 3

COLLECTIVE NEGOTIATIONS

- 3.1 During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Each party to the negotiation shall make available upon request of the other party such records and information in its possession relevant to negotiations.

ARTICLE 4

REQUIREMENT PER TAYLOR LAW

- 4.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

- 5.1 At the request of the Superintendent, an Administrator will be available to serve as an observer/advisor to the Board's negotiating team in its negotiations with other employee units. None of the duties performed in accordance with this section shall constitute a basis for managerial designation under Section 201(7) of the Taylor Law. This is to be accomplished at no additional cost to the District.
- 5.2 The Superintendent shall continue to consult where possible with building and departmental Administrators prior to actions affecting personnel or programs within their administrative areas.
- 5.3 Sixty (60) days prior to the presentation of each school year calendar to the Board of Education the Superintendent will request input from the Association. The Association, in consultation with the Superintendent or his/her designee will provide that input for each school year calendar. The Superintendent or designee shall consult with a District-wide Joint Calendar Committee to discuss the distribution of days in the calendar and to formulate the new yearly calendar. Consideration will be given to the local parochial and the three nearest BOCES calendars in an attempt to minimize family disruptions.
- 5.4 The Board will continue its policy of making available the use of school facilities for Association purposes.
- 5.5 Recognizing the importance of communicating with the Administrators' Association, the Superintendent and the Administrators' Association mutually will agree to meet to discuss matters having to do with the improvement of education or for other special purposes.
- 5.6 Professional Development:
- A. The District shall establish a Professional Development Planning Committee which will include Association representatives and a Superintendent level Administrator;
 - B. The Professional Development Planning Committee shall identify and coordinate

professional development activities with the District. These activities will include plans for Superintendent's Conference Days, use of professional development hours, and guidelines for dissemination of information about conferences, attendance at conferences and distribution of conference reports; and

- C. A minimum of twenty (20) hours of professional development shall be allocated in the following manner:
1. Up to six (6) hours of individual professional development that meets the following criteria;
 - a. The professional development shall be beyond and/or enhance the Administrator's ordinary duties;
 - b. The professional development shall expand, modify or enhance the standard curriculum and/or operation of the District;
 - c. The professional development shall be uncompensated beyond the Administrator's expenses; and
 - d. The professional development is designed to enhance or improve student achievement and/or the operations of the District.
 2. At least fourteen (14) hours of District, building, or department professional development activities. In the event that the District's list of Professional Development activities is not available Administrators will participate in individual professional development activities beyond the six (6) hours as set forth in subparagraph C-1 above;
 3. Each Administrator will be responsible for participation in at least twenty (20) hours of professional development and will be responsible for providing proof of participation in all hours of individual professional development activities. For individual professional development activities completion and submission of an

Individual Professional Development Participation Form will be required. For District, building, or department professional development activities, attendance records will be accepted. The time spent by Administrators in the District's Summer Institute can be used towards the twenty (20) hour professional development obligation of the upcoming school year;

4. In order to obtain credit for individual professional development activities, Individual Professional Development Participation Forms must be submitted to the Professional Development Planning Committee with a copy to the Superintendent by June 1st; and
5. The Professional Development Planning Committee will develop a menu of professional development opportunities and designate hours among District, building, department and individual professional development activities and recommend procedures to the Association and District for review and inclusion in the current contract.

5.7 Innovation, Research, Reform and Restructuring:

- A. The District and the Association will collaborate in securing grants and resources for professional development and improvement of education. The Professional Development Planning Committee will encourage development and use of Administrators to present in-service workshops for Administrators; and
- B. The District and the Association recognize the need for a portion of the budget at both the building level and District level to support innovation, professional development, and school improvement.

5.8 Administrators who reside outside the City School District of Albany may enroll their children in the District without the payment of tuition. It is understood that such members have no right to placement in any particular school or program (e.g. a magnet school, open enrollment, etc.).

ARTICLE 6

ADMINISTRATIVE PROTECTION

- 6.1 The Board of Education is responsible for setting forth the procedures and policies regarding discipline of pupils in the City School District of Albany. These procedures and policies shall be published and distributed to all Administrators working in the City School District of Albany. If an Administrator is hired after that time, the aforementioned shall be distributed to the Administrator upon commencing work. The Board and Administrators recognize that there exists a mutual responsibility for the implementation and enforcement of such policies.
- 6.2 It is recognized and agreed that there is a continuing need to review discipline policies and procedures. Any suggestions or requests by the Association in reference to discipline shall be forwarded in writing to the Superintendent who will in turn forward said suggestions and/or requests to the Board. The Board will give consideration to all written suggestions regarding discipline made by the Association. The Superintendent will respond to the Association in writing advising them of any action taken by the Board in reference to their suggestions and/or requests. The Superintendent will have posted in every school bulletin an explanation of any changes in any procedure or policies regarding discipline.
- 6.3 In the event that an assault on an Administrator takes place during the course of his/her employment, the Administrator shall provide all particulars of the incident to the Superintendent or designated central office Administrator. The Administrator shall file a written notice with the Superintendent within forty-eight (48) hours of the alleged assault, whenever possible.
- 6.4 It will be the obligation of the Superintendent to notify the appropriate counsel by letter and to make arrangements for counsel who shall advise the Administrator of his or her rights under the law. It shall be the responsibility of the Administrator to assist and cooperate with the Board, Superintendent and other authorities in prosecuting any charges against such person in the appropriate court or administrative agency. In such case the Administrator may be represented by

an attorney for the District and/or his or her own attorney. In addition, the Administrator may elect to take independent action as a result of assault in which case it shall be at the Administrator's own expense and with counsel of the Administrator's choice. In the event an Administrator is represented by an attorney for the District who is unable to be present for a court appearance at which the Administrator has been notified to be present, such attorney shall notify the Administrator of the postponement and of the adjournment date.

- 6.5 The Board acknowledges Section 3023 of the Education Law in which it agrees to save harmless and protect all Administrators from financial loss arising out of any claim, demand, suit or judgment, by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building; it also acknowledges that the Administrators are directed by Section 3023 of the Education Law to deliver the original or a copy of any summons, complaint, process, demand, or pleading to the Board of Education within ten (10) days of the time the above mentioned are served on the Administrator. The Board shall in writing notify each Administrator of the Board of Education's liability under Section 3023 and of the Administrator's duty to deliver any summons, complaint, process, notice, demand, or pleading to the Board of Education within ten (10) days after receipt thereof.

ARTICLE 7

EVALUATIONS

- 7.1 Evaluation shall be done only by professional educators who are not members of any other bargaining unit.
- 7.2 Complaints by staff members, by parents of students, by students, community organizations or other interested parties, which are directed towards an Administrator shall be called to the Administrator's attention as soon as practicable, and if an answer is called for the Administrator shall have the opportunity to reply.
- 7.3 If the complaint could possibly jeopardize the position of the Administrator, the Administrator shall promptly be given the opportunity of discussing the matter with the complainant and the opportunity of making a written reply. Administrators should be informed regardless of the nature of the complaint.
- 7.4 Any complaint or derogatory letters that are directed towards an Administrator and which become a permanent part of his/her personnel file will be promptly called to the Administrator's attention. If such a complaint or derogatory letter is to be placed in his/her personnel file, the Administrator will be given an opportunity to attach a statement. Upon request the Administrator shall be given access to any or all aforementioned complaints or derogatory letters and attachments that are a part of his/her personnel file.
- 7.5 A Joint Labor Management Committee of not more than three (3) members of the Administrators' Association selected by the President and not more than two (2) additional individuals representing the administration selected by the Superintendent of Schools shall meet quarterly, as mutually agreed, to discuss issues relative to the Association and the District. An agenda for all meetings of this Committee shall be agreed upon not less than seven (7) working days prior to the scheduled meeting. The purpose and goal of this Committee shall be the discussion and resolution of issues impacting the District and/or the Association.

Notwithstanding the provisions of this Article, the Superintendent and/or his/her designated representative(s) shall not be precluded from otherwise meeting and/or communicating with any member of this bargaining unit for any purpose.

7.6 Evaluations: For building principals, their evaluation shall be in accordance with Education Law Section 3012-c, its implementing regulations, and the Memoranda of Agreement/APPR Plan dated May 4, 2011, January 18, 2012, and March 3, 2015 as may be amended by the parties at any time by mutual agreement. All other administrators, unless stated otherwise in an MOA between the parties, shall be evaluated in accordance with the following provisions.

A. Purpose:

1. Evaluation should apprise Administrators of their observed performance in regards to their assigned duties.
2. Evaluation should be used as a tool to improve performance.
3. Administrators should be put on notice of an observed deficiency in a timely manner.
4. The evaluator should suggest constructive and specific ways in which improvement may be achieved in a particular area.
5. Perceived strengths, and weaknesses, if such be noted, should be reflected in the evaluation. Positive contributions to the District should be noted.

B. Implementation:

1. Non-tenured Administrators:

First Year:

- a. There should be a meeting between the evaluator and the Administrator no later than by September 30th to review performance expectations. In the event an Administrator is hired, whose initial date of employment is other than July 1 through August 31, such meeting shall occur within ninety (90) days of the Administrator's date of employment.

- b. There should be a mid-year meeting during the month of January for the evaluator to generally review the performance of the Administrator, and to the extent there are observed deficiencies, the evaluator shall suggest constructive and specific ways in which improvement may be achieved in a particular area.

Second Year:

- a. To the extent there were areas of concern outlined in the first year's evaluation, after the July evaluation conference, and before September 1st, the District will develop a written plan, including constructive and specific steps the Administrator should follow to address the concerns raised in the evaluation. This written plan may be within the evaluation or in a separate document.
- b. The plan will be reviewed as part of the September meeting; otherwise the same procedures will be followed as the First Year.

Third Year:

- a. The same format shall be followed.
- b. The Administrator will receive a formal evaluation by March 15th.
Administrators whose probationary period expires between the dates of July 1st through December 31st of any school year shall be notified by the Superintendent of Schools no later than March 31st of the same calendar year of the recommendation of the Superintendent regarding tenure. All other administrators will receive written notification from the Superintendent of his/her recommendation concerning tenure no later than six (6) months prior to the expiration of their probationary appointment.

2. Tenured Administrators:

- a. Tenured Administrators about whom there are performance concerns shall be met with at mid-year in the same manner as non-tenured Administrators.

- b. If the performance concerns have not been addressed by year end, the District will develop the same type of plan as referred to for Second Year Administrators about whom there were performance concerns.

C. All Administrators:

1. Prior to June 30th, Administrators may submit, for consideration by the evaluator, such information as they choose, in connection with their evaluation.
2. The evaluator shall schedule a pre-evaluation conference with the Administrator; on a day the Administrator is working, prior to July 31st, to discuss the evaluation. If the schedules of the evaluator and Administrator prohibit, or do not readily permit, the pre-evaluation conference to occur in July, upon mutual agreement of the evaluator and Administrator, the pre-evaluation conference may be scheduled during the month of August.
3. The evaluator shall submit the evaluation to the Administrator no later than August 31st.
4. The Administrator may submit a response to the evaluation.

D. Form:

The Evaluation Form to be used for evaluation of Administrators (Appendix "B") shall be the form attached hereto titled Principal and Administrator Performance Review dated October, 2003. A Joint Committee appointed by the Superintendent and Association President shall review the form for possible revision.

7.7 Number of Observations:

- A. Probationary Administrators will be observed as frequently as necessary, but not less than two (2) formal observations will be made in a school year; and
- B. Tenured Administrators may be observed as directed by the Superintendent.

7.8 Conduct of Observations:

- A. Formal monitoring or observation of the work performance of an Administrator shall be conducted openly and with full knowledge of the Administrator;
- B. Observations will be conducted only by Administrators who are not members of any other bargaining unit;
- C. Normally the Administrator will be apprised in advance of the impending visit though Administrators retain the prerogative of making observations unannounced;
- D. A single observation by an observer in any one (1) year shall not be considered as the sole basis for the termination of service; and
- E. Evaluations of Administrators shall not be forwarded to any other agency or prospective employer without the expressed written consent of the Administrator involved.

ARTICLE 8

ADMINISTRATIVE ASSIGNMENT, TRANSFER AND PROMOTION

8.1 Appointments:

- 8.1.1 All appointments will be made in accordance with the New York State Education Law and regulations of the Commissioner of Education.
- 8.1.2 In order to provide for quality education and a qualified and competent administrative staff, as well as keeping the administrative staff intact while pursuing its professional and educational goals, every effort should be made to appoint fully certified, probationary Administrators.
- 8.2 The Superintendent will continue to grant internships in accordance with established Board policy.
- 8.3 Thirty (30) days prior to the effective date of any proposed administrative transfer a conference will be held where practical with the affected Administrator and Superintendent concerning the reason and need thereof. An involuntary transfer of an Administrator within his/her tenure area, but which involves moving from one title schedule to a lower paying title schedule shall not result in any loss of salary. In such event, the Administrator's salary shall remain as it was until such time

as the title schedule for that position encompasses his/her salary, at which time the Administrator shall be paid in accordance with the applicable title schedule. A voluntary transfer of an Administrator within his/her tenure area to a lower paying title schedule shall result in that Administrator being immediately placed on the new title schedule.

8.4 Professional Vacancies and Openings:

A. The Superintendent or his/her designee shall inform the President of the Association of all professional administrative vacancies and openings, whether newly created or caused by realignment, stating the appropriate details, including title, the effective date of the opening, the nature of the assignment, description of the educational qualifications, salary, and the probable date of appointment.

B. No reported opening or vacancy shall be filled permanently until at least two (2) weeks after the notification required by the first paragraph of this section.

8.5 Notification of Assignment:

Administrators will be notified in writing of their tentative administrative assignments for the coming school year no later than July 30th.

ARTICLE 9

REDUCTION IN FORCE

9.1 In the event of a reduction in force, the Board shall lay off personnel in the order required by Education Law Section 2510.

9.2 Should the Superintendent recommend a reduction in force to the Board for formal action, he/she shall advise the President of APSAA of his/her recommendation at the same time he/she sends notice of his/her recommendation to the Board.

ARTICLE 10

ACCIDENT INDEMNITY

- 10.1 In the event the Administrator receives Workers Compensation for the period of his/her disability, he/she shall pay it over to the Board. It is understood, however, that if an Administrator receives a lump sum settlement or award for a schedule loss, no reimbursement will be required to be paid to the Board by the Administrator.

ARTICLE 11

SICK LEAVE

- 11.1 Administrators on Probationary or on Permanent Appointment May be Absent Without

Deduction from Salary:

- A. Administrators may be absent without deduction from salary for personal illness not to exceed fifteen (15) school days in any one (1) school year. Payment for such absences shall be authorized by the Superintendent of Schools. If the absence is for five (5) or more consecutive school days, the Administrator must furnish a certificate from an attending physician. All unused sick leave may be accumulated at the rate of fifteen (15) days per year;
- B. Administrators on probationary or permanent appointment, regardless of date of appointment, may be absent without deduction and salary for personal illness beyond the number of days provided in paragraphs 1 or 2 if the Administrator's accumulative sick leave supports the granting of the additional sick leave days; and
- C. All members of this bargaining unit may accumulate unused sick leave days from year to year to a maximum accumulation of two-hundred fifty (250) days for each member.

- 11.2 Statement of Accumulated Sick Leave:

Each Administrator shall receive, by October 1st of each school year, a written statement showing the number of days of sick leave used during the previous year and the total number of remaining

sick leave days accumulated by the employee in accordance with past practice.

11.3 Absence Arising Out of Incidents in the Course of Employment:

Administrators out on Worker's Compensation will first use accrued sick leave and then be reimbursed on a pro-rated basis upon receipt of an award providing for reimbursement to the District.

11.4 Absence Due to Disability Related to Pregnancy:

Administrators who are disabled from performing their duties because of pregnancy or post-delivery problems related to pregnancies shall receive the sick leave benefits provided herein on the same basis as Administrators whose disabilities are related to physical or emotional conditions. The requirements of 11.1 of this Article shall apply to sick leave for maternity reasons.

11.5 Terminal Payment for Unused Sick Leave:

- A. An Administrator may be eligible for a lump sum terminal leave salary in an amount not to exceed 40% of the accumulated leave on a per diem basis as figured by dividing the actual salary payable and received for service during the period July 1 to June 30 by two-hundred fifty (250). The number of days for said bonus shall not exceed one hundred (100);
- B. To be eligible for the terminal leave salary which will be payable on or about July 1, immediately following the year of the latest service, the unit member:
 - 1. Must be eligible for service retirement and meet the necessary requirements for such retirement;
 - 2. For those Administrators hired by the District prior to February 1, 1995, they must demonstrate that they have served in the City School District of Albany for a period of not less than ten (10) years. For Administrators hired by the District after February 1, 1995, they must demonstrate that they have served in the City School District of Albany for a period of not less than fifteen (15) years;
 - 3. Under no circumstances will a terminal leave salary be given to an Administrator

who is not in service for the school year immediately preceding the retirement, unless the Administrator is on an approved leave of absence from the District, and, furthermore, no Administrator will be eligible for the retirement leave salary who chooses a date other than June 30 and/or July 1; and

4. In the case of death prior to actual retirement date, the Administrator's estate will receive this benefit, if the Administrator submitted a letter of retirement satisfying the conditions of this Article.
- C. It is agreed by and between the parties of this Agreement that the meaning and intent of this contract is that any Administrator who indicates a desire to retire must, in order to receive the benefits provided in this Article, notify the Board by January 15th of his/her intention to retire and take the retirement bonus, execute and file an application for retirement by January 15th, and remain in his/her administrative position until the close of school in June of the year in which he/she has previously notified the Board of Education he/she shall retire.

11.6 Member Funded Sick Leave Bank:

- A. A leave bank shall be established to provide additional leave for those members who have a prolonged, catastrophic or long-term illness, injury or disability and who have exhausted their leave;
- B. Membership in the bank shall be voluntary and will be indicated by signing a form provided by APSAA prior to November 1st of each year. APSAA will provide the District with a membership list. Membership will be open to Administrators who have twenty (20) days accumulated leave prior to the year in which they join;
- C. Administration of the bank will be by a joint Committee comprised of three (3) members selected by the APSAA President and two (2) members selected by the Superintendent. Decisions will be by a 4/5 vote and shall be non-grievable. This Committee may develop

further rules required for the administration of the bank;

- D. Contributions will consist of one (1) day per member per year. The bank of available days is not to exceed four (4) times the number of persons in the bargaining unit except when necessary to allow for new members. If the bank falls below one hundred (100) days, members may be assessed an additional day;
- E. Withdrawals may be made when a member has exhausted all accumulated leave and has taken five (5) days of unpaid leave. In order to make withdrawals the Administrator must have been a member of the bank the previous school year. The member must provide medical documentation to support the illness or injury;

The number of leave bank days that a member may withdraw cannot exceed the number of accumulated leave days that the member had available at the beginning of the school year in which the days are withdrawn. However, all Administrators shall be eligible for a minimum of thirty (30) days. In any case, the maximum number of days that may be withdrawn is ninety (90). After a member has withdrawn all the leave bank days to which he/she is entitled, the member may reapply for extra days contingent upon the member applying for disability retirement under either any public retirement system or social security; and

- F. When the member is able to return to work, the member shall be assessed three (3) days each July 1st until the borrowed days are repaid.

ARTICLE 12

OTHER AUTHORIZED LEAVES

12.1 Personal Leave:

The Board and the Association recognize that certain and important obligations may entail an Administrator's absence from duties. In the interest of carrying on the proper education of students, such absence must be limited. Administrators may receive five (5) days of personal leave in any school year under the following conditions:

- A. Request for such leave should be given to the Superintendent or designated central office Administrator at least two (2) days in advance, except in case of emergency, when every effort should be made by the Administrator to give notice as soon as possible;
- B. Except in cases of real emergency, such personal leave days may not be taken on a school day either immediately before or immediately after a holiday or recess period. In this connection, a weekend is not considered a holiday or recess period;
- C. Absence due to personal leave will be deducted from the annual sick leave allowance;
- D. Requests for personal leave will be granted automatically when the Administrator signs the absence record slip provided by the Board of Education, checking one of the following reasons for absence:
 - 1. Funeral of a relative (not immediate family), fellow Administrator, or close personal friend;
 - 2. Illness in the immediate family;
 - 3. Wedding in the immediate family;
 - 4. Marriage of the employed Administrator;
 - 5. Graduation exercises for Administrator on a School day;
 - 6. Graduation of son or daughter of the Administrator from college on a school day;
 - 7. Moving on a school day;

8. Legal business on a school day;
 9. Attendance required at court (jury duty excluded);
 10. Religious holidays; and
 11. Confidential circumstances of a serious personal nature.
- E. Absences in excess of five (5) days, for reasons indicated by Section D 1-11 may be allowed by the Superintendent with appropriate deduction in salary; and
- F. Cases of absence not provided for in Section 4, which pertain to personal leave, may be the subject of a special request by the Administrator to the Superintendent, which retains the prerogative of denying or of granting leaves, with or without deduction of salary.

12.2 Bereavement Leave:

Absence of a member because of the death of a parent, grandparent, guardian, spouse, brother, sister, child, in-law, grandchild, step-child, step-parent, and step-sibling, or other member of the family who resides in the household (to include domestic partners) not to exceed five (5) days within a ten (10) calendar day period of the death for each death commencing on the date immediately following the death for each death. Members may use up to two (2) days of personal leave for the death of an extended family member not covered above. If a member does not have any personal leave, they may use up to two (2) days of sick leave instead. If documentation is required pursuant to Article 11.1, it may consist of a death notice or other acceptable proof.

12.3 Professional Leave:

Administrators may be absent without deduction from salary:

- A. To visit schools when authorized by the Superintendent, not to exceed a total of two (2) days in any one (1) school year; and
- B. To attend meetings, workshops or conferences directly related to education, when authorized by the Board.

12.4 Other Leaves:

Cases of absence not provided for in this contract shall be presented to the Superintendent for decision.

12.5 Additional Leave:

In the Superintendent's complete discretion, the Superintendent may grant a member of the bargaining unit time off from regular work, in whole or half day increments, for extraordinary work or services provided by the member to the District that goes above and beyond normal expectations. Such time off shall not be charged to the member's leave accruals. The Superintendent may choose to do this by relieving the member of one or more of the recess days required to be worked by that member pursuant to Article 18.2.

ARTICLE 13

INSURANCE

13.1 Health Insurance:

- A. The District will provide health insurance for individual and dependent coverage under the following terms:
- B. The District will pay the portion towards the premium of the base plan which shall be the Capital District Physicians' Health Plan set forth in 13.1.C. Any Administrator selecting or continuing in a plan with a more expensive premium shall pay 100 % of the additional cost of that plan above the base plan. Any Administrator selecting a plan with a less expensive premium shall have the same percentage of that premium paid by the District as is set forth in 13.1.C. The intent is to have the District's contribution towards the health insurance premium be no more than its share of the premium of the base plan as set forth in 13.1.C. Any employee who retires and is unable to secure coverage through the then existing base plan will be reimbursed for the premium of another plan up to the District's share of the cost of the base plan upon presentation to the District of proof of coverage and

cost incurred.

- C. The District shall contribute 80% towards health insurance premiums.
- D. The District reserves the right to change the carrier who provides the base plan to any comparable plan. In the event the District changes the carrier who provides the base plan, the President of the Association shall be notified and consulted in advance of any such change. In the event the Association does not agree that the new plan is comparable, it may submit the issue of comparability to arbitration in accordance with grievance procedure in this Agreement.
- E. Health insurance will be provided for retired Administrators as set forth by this Article. To be eligible for health insurance upon retirement from the District, a unit member must have been continuously employed by the District for a minimum period of ten (10) consecutive years (as a teacher and/or administrator) immediately prior to retirement in order to qualify for health insurance in retirement. Leaves are not considered a break in service. Periods of unpaid leave (e.g., child care leaves) are not breaks in service but shall not count towards completing the required minimum of ten (10) years. Unit members who retire prior to July 1, 2014 will have 100% district paid health insurance for the period of their retirement. Those unit members who retire in the 2014-2015 school year only (i.e. July 1, 2014 to June 30, 2015), any member who elects to receive health insurance in retirement shall contribute five percent (5%) of the cost of the premium for the base plan and type of plan selected (i.e. individual or dependent). Effective for those members who retire effective July 1, 2015 and thereafter, any member who elects to receive health insurance in retirement shall contribute a percentage rate equal to the percentage rate they are paying at the date of retirement for the base plan. This percentage rate will be fixed for the period of their retirement notwithstanding any future modifications to what active members contribute. Regardless of the date of retirement, any retired Administrator

selecting or continuing in a plan with a more expensive premium shall pay 100% of the additional cost of that plan above the base plan.

F. The benefits pertaining to Administrators who retire on or after September 1, 1991 shall be those available to Administrators at the time of their retirement as outlined in this Article unless a change is made unilaterally by the provider. The District shall not be required to pay Medicare reimbursement to retirees who retired on or after September 1, 1991. Medicare reimbursement for retirees who retire prior to September 1, 1991 will remain at the 1993-94 amount. Health insurance benefits for those retirees who retired prior to September 1, 1991 shall be the equivalent of those in place and effect on July 1, 1991, except that, effective 9/1/96 all Administrators and retirees have a \$5.00 co-pay. The annual deductible for retirees will be \$200 for the individual plan and \$400 for the family plan.

G. Administrators and retirees will have benefit of mail order prescription with no co-pay.

H. All Health Maintenance Organization benefits for retirees will be consistent with the benefits for the current staff.

I. The Association and the District will implement a managed care prescription program with the purpose of containing costs and maintaining quality during the life of the contract.

J. Other Insurance:

1. The District will offer dental and optical insurance through an IRS Section 125 Regulation Cafeteria Plan at 100 % payable by the Administrator; and

2. The District will offer insurance options for Administrators on a need basis through any available and District approved Benefit Trust cafeteria plan at 100% payable by the Administrator.

K. The health insurance buy-out program shall no longer be available to members of the unit who are married to other employees of the District.

L. The District and APSAA shall form a joint committee to examine health insurance costs and issues, with such committee also containing members of other bargaining units such that a single review of health insurance is necessary. The purpose of such committee is to make recommendations to the District concerning any changes in health insurance (plan benefits, administrative fees, etc.) that would result in additional savings in this area and/or the better delivery of health insurance benefits to administrators. The precise composition and charge of the committee is to be established by mutual agreement.

13.2 Tax Sheltered Annuity:

The Board will continue its Tax-Sheltered Annuity Program.

13.3 Employee Assistance Plan:

- A. The District will provide an Employee Assistance Plan for Administrators; and
- B. Prior to taking disciplinary action, the Superintendent may refer an Administrator for EAP assistance. Participation information may be given to the District provided standards of confidentiality are met upon receipt of a signed authorization from the Administrator.

ARTICLE 14

SALARY

14.1 Effective July 1, 2019 each step of the salary schedules shall be increased by 1.060%, effective July 1, 2020 each step of the salary schedules shall be increased by 1.168%, and effective July 1, 2021 each step of the salary schedules shall be increased by 1.227%. Each unit member eligible for step movement shall move a step each July 1. Those unit members on top step in any year of the Agreement shall receive a 3.00% "off-step" payment which shall go into that unit member's base salary. The salary schedules for the 2019-20, 2020-21 and 2021-22 school years are annexed hereto as Appendix A. Each unit member who was at the top step (i.e. Step 10) and did not receive step movement on July 1, 2014 shall receive an off-schedule recurring payment of \$2,400. This

payment will be made annually to those unit members who did not receive a step on July 1, 2014, but shall not be added to the salary schedules or apply to any other unit member in the future who moves to Step 10. In other words, this group of members who receive the off-schedule recurring payment of \$2,400 shall constitute a grandfathered group who shall continue to receive this off-schedule recurring payment while their employment continues with the District.

14.2 The District has the complete discretion to place any newly hired or appointed Administrator at a point within the range of that title it deems appropriate. The Superintendent shall notify the President of the Association of any newly hired Administrator and his/her salary placement.

14.3 The District and Association agree to move to a July 1 - June 30 Agreement year commencing on July 1, 2000. Thus, schedule advancements, salary increases, and leave accrual determinations shall all be determined and implemented effective on July 1, 2000 and of each school year thereafter.

14.4 Any member who has not worked for 80% of the school year (July 1 – June 30) due to taking an unpaid leave and/or being hired after October 1st shall not advance a step on the salary schedule.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1 A. Definition:

A grievance is the complaint of an employee, a group of employees similarly affected, or the Association, of an alleged violation, misinterpretation, or misapplication of any of the terms and conditions of this agreement.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Time Limits:

1. All time limits herein shall consist of calendar days. The time limits specified may

be extended by mutual agreement.

2. No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is submitted at the first available stage within sixty (60) days after the Administrator, a group of Administrators, or the Association knew, or should have known, of the act or condition on which the grievance is based.
3. a. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this contract shall be barred.
- b. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his/her representatives within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

D. Procedure:

1. Level One

The grievant shall present his/her grievance in writing to the Superintendent of Schools or his/her designee who shall conduct a hearing within fourteen (14) days after receipt of said grievance. The Superintendent or designee shall provide the grievant with a written decision within seven (7) days after the hearing.

2. Level Two

If the grievant is not satisfied with the written decision at the conclusion of Level One, an appeal may be filed in writing with the Board of Education within fourteen (14) days after receipt of the decision at Level One. The Board of Education shall hold a hearing on the grievance at its next regularly scheduled meeting after receipt

of an appeal. The Board of Education shall render a decision in writing within fourteen (14) days after the conclusion of the hearing.

3. Level Three

If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant, within twenty (20) days, may elect, with the approval of the Association, to submit his/her claim to arbitration by filing a Demand for Arbitration with the American Arbitration Association. The decision of the Arbitrator will be binding upon the parties except in cases in which the matter may properly be reviewed by a court of law. The cost of arbitration will be borne by both parties.

E. When it is mutually agreed by the District and the Association a grievance may be submitted directly to binding arbitration.

F. Representation:

Either party shall be entitled to representation by a person(s) of his/her own choosing at Levels One, Two, and Three, and shall be entitled to present such witnesses as may be necessary for the proper prosecution of the grievance or the defense thereof, as may be determined by the arbitrator.

G. Miscellaneous:

1. Grievance proceedings are deemed to be confidential and the records of such proceedings shall be maintained separately from personnel records. No account of such proceedings shall be made known or available to persons or media except with the written mutual consent of the parties thereto or to the extent permitted by law.
2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, which is violative of the terms of this contract, or which adds to or changes the specific provisions of this contract.

3. No action of any kind will be taken by the Board or by any member of the administration against any participant in the grievance procedure by reason of such participation.

ARTICLE 16

PROFESSIONAL PROJECT DEVELOPMENT FUND

16.1 The Association and the District agree that it is mutually beneficial to encourage the creativity and productivity of Administrators. Toward that end, the District agrees to establish an annual fund not to exceed \$12,000.00 which shall be utilized in the Superintendent's discretion to assist and provide an opportunity for Administrators to develop ideas and programs above and beyond their usual scope of responsibilities. The proposals will address District priorities and the improvement of District operations. The development of procedures relative to this fund shall be established by the Superintendent with the approval of the Board of Education after input of the Association. Administrators shall receive mileage reimbursement at the prevailing IRS rate. Tuition reimbursement, subject to the Superintendent's prior approval and at a rate not to exceed the SUNY tuition rate, is included in the Professional Development Fund and within the existing cap of funds available. The following conditions apply:

- Any requests by members must be submitted at least two months prior to the start of the semester of the course;
- Any coursework must be relevant to current and future leadership opportunities in the District;
- Priority will be given to members who did not access this opportunity in the previous year;
- If there are more applicants than resources available under the funding cap, than requests will be reviewed by the Association President and Superintendent (e.g. by lottery);
- If a member receives reimbursement under this provision for course work, they are expected to remain employed by the District for three years. If they leave employment within one year of

reimbursement, the member must repay 100% of the reimbursement, if they leave employment within two years of reimbursement, they must repay 50% of the reimbursement, and if they leave employment within three years of reimbursement, they must repay 25% of the reimbursement.

ARTICLE 17

ADMINISTRATIVE EXCHANGE

17.1 Upon approval of the Superintendent of Schools, an Administrator, after serving at his/her administrative position for five (5) years in an administrative capacity may request to exchange an administrative position within the District for a period of up to one (1) year. No loss of tenure rights or benefits will result from such an exchange. Salary of the Administrators involved in any such exchange shall be the salary of their regular assignment or appointment. Exchanges under this section shall not be considered transfers under law or contract.

Requests may be made by an Administrator for extensions on additional leaves under this section and the fact that one is granted for one (1) year or for one person shall not establish a precedent for other and/or future requests.

ARTICLE 18

WORK YEAR

18.1 Vacation:

All Administrators, except as set forth herein, shall work a twelve (12) month work year with twenty (20) days of paid vacation during July and/or August. The paid vacation is included in the base salary. Administrators hired to commence employment at any other date than July 1st, shall receive a pro-rated number of vacation days based on the portion of the school year worked in that initial year and rounded to the nearest whole day. Such administrators may use their pro-rated vacation leave in lieu of the recess days required in 18.2 below and/or as may be approved by the Superintendent in 18.3 below. Any days unused shall be forfeited and shall not accrue.

18.2 Recess Days:

Administrators shall be entitled to the paid holidays and recess periods during the school year as contained in the Superintendent's school calendar, except that Administrators shall work a total of six (6) recess or snow days. Administrators may choose to use vacation days rather than work one or more of these six days.

18.3 Vacation Leave Process: Paid vacation set forth above is provided pursuant to the following procedures:

- A. Vacation leave is credited on July 1st of each year in advance to be earned by the member working the entire year (e.g., twenty days credited on July 1, 2007 are earned by working the complete 2007-2008 school year);
- B. Vacation leave will be used during July and August of the year credited. However, as an exception to this requirement, a member may request in writing to use vacation leave during the school year which shall require the prior written express approval of the Superintendent of Schools;
- C. Members shall submit to the Superintendent a schedule demonstrating their request for days of vacation no later than June 1st of each year. The Superintendent shall approve such request balancing the member's request, administrator coverage of buildings and areas, and other factors. No member may take vacation during the week prior to the opening of school without the express prior permission of the Superintendent; and
- D. It is incumbent on each member to schedule and use their vacation leave. Unused vacation leave shall be forfeited and shall not accrue to the following year.

ARTICLE 19

MENTOR PROGRAM

19.1 An administrator mentor program will be created with an annual stipend of \$2,000 for the mentor. The Superintendent, after consultation with APSAA, shall determine if a mentor should be appointed for a particular untenured administrator and who the mentor shall be. The mentor must be a tenured administrator and is expected to work a minimum of twelve hours during the year as a mentor. There is no compensation for the mentee.

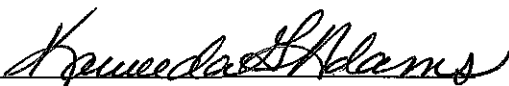
ARTICLE 20

DURATION OF AGREEMENT

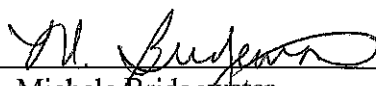
20.1 The duration of this agreement shall be from July 1, 2019 through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto, the President of the Association for the Albany Public School Administrators' Association and the Superintendent of Schools have hereunto affixed their names.

CITY SCHOOL DISTRICT OF ALBANY

BY: 
Kaweeda G. Adams
Superintendent of Schools

ALBANY PUBLIC SCHOOL ADMINISTRATORS' ASSOCIATION

BY: 
Michele Bridgewater
President, APSAA

2019-20 APSAA Salary Schedules 4/11/2019

Step	Asst Director	Director	Elem Asst Principal	Supervisor	MS Asst Principal	Asst House Principal	House Principal	Elem Principal	MS & Alt HS Principal	HS Principal	Vice Principal
1	\$ 105,087	\$ 115,728	\$ 98,436	\$ 103,090	\$ 105,087	\$ 101,096	\$ 109,077	\$ 109,077	\$ 114,398	\$ 119,719	\$ 114,130
2	107,993	118,626	101,410	106,135	107,993	104,111	112,043	112,043	117,275	122,675	117,096
3	110,899	121,523	104,384	109,179	110,899	107,125	115,008	115,008	120,152	125,631	120,061
4	113,804	124,420	107,359	112,223	113,804	110,138	117,973	117,973	123,028	128,587	123,026
5	116,710	127,317	110,332	115,266	116,710	113,153	120,939	120,939	125,906	131,545	125,992
6	119,617	130,215	113,307	118,311	119,617	116,166	123,904	123,904	128,783	134,501	128,957
7	122,521	133,111	116,282	121,355	122,521	119,181	126,870	126,870	131,660	137,457	131,923
8	125,428	136,010	119,257	124,399	125,428	122,196	129,835	129,835	134,535	140,413	134,888
9	128,332	138,907	122,230	127,442	128,332	125,209	132,800	132,800	137,412	143,370	137,853
10	131,239	141,803	125,205	130,487	131,239	128,223	135,765	135,765	140,289	146,326	140,818
11	134,270	144,835	128,237	133,518	134,270	131,255	138,797	138,797	143,321	149,358	143,850

Note: Those who were on top step in 2014-15 when everyone else received a step increase maintain their \$2,400 off-schedule payment. In 2019-20 all three individuals employed are above step 11. Therefore, the \$2,400 is already in their base salaries and these individuals going forward simply receive

2020-21 APSAA Salary Schedules 4/11/2019

Step	Asst Director	Director	Elem Asst Principal	Supervisor	MS Asst Principal	Asst House Principal	House Principal	Elem Principal	MS & Alt HS Principal	HS Principal	Vice Principal
1	\$ 106,315	\$ 117,080	\$ 99,586	\$ 104,294	\$ 106,315	\$ 102,277	\$ 110,351	\$ 110,351	\$ 115,734	\$ 121,117	\$ 115,463
2	109,254	120,012	102,594	107,375	109,254	105,327	113,352	113,352	118,645	124,108	118,464
3	112,195	122,942	105,603	110,454	112,195	108,376	116,352	116,352	121,556	127,098	121,464
4	115,133	125,873	108,613	113,534	115,133	111,425	119,351	119,351	124,465	130,089	124,463
5	118,073	128,804	111,621	116,612	118,073	114,474	122,351	122,351	127,376	133,081	127,463
6	121,014	131,736	114,631	119,693	121,014	117,523	125,351	125,351	130,287	136,072	130,463
7	123,952	134,666	117,640	122,772	123,952	120,573	128,352	128,352	133,198	139,062	133,464
8	126,893	137,598	120,650	125,852	126,893	123,623	131,351	131,351	136,106	142,053	136,463
9	129,831	140,529	123,658	128,930	129,831	126,672	134,351	134,351	139,017	145,044	139,463
10	132,771	143,460	126,668	132,011	132,771	129,721	137,351	137,351	141,928	148,035	142,463
11	135,839	146,527	129,735	135,078	135,839	132,788	140,418	140,418	144,995	151,102	145,530

Note: Those who were on top step in 2014-15 when everyone else received a step increase maintain their \$2,400 off-schedule payment. In 2020-21 all three individuals employed are above step 11. Therefore, the \$2,400 is already in their base salaries and these individuals going forward simply receive

2021-22 APSAA Salary Schedules

4/11/2019

Step	Asst Director	Director	Elem Asst Principal	Supervisor	MS Asst Principal	Asst House Principal	House Principal	Elem Principal	MS & Alt HS Principal	HS Principal	Vice Principal
1	107,619	118,516	100,808	105,574	107,619	103,532	111,705	111,705	117,154	122,603	116,880
2	110,595	121,484	103,853	108,692	110,595	106,619	114,743	114,743	120,101	125,630	119,917
3	113,571	124,451	106,899	111,810	113,571	109,706	117,779	117,779	123,047	128,658	122,954
4	116,546	127,418	109,946	114,927	116,546	112,792	120,816	120,816	125,993	131,685	125,991
5	119,522	130,385	112,991	118,043	119,522	115,879	123,852	123,852	128,939	134,714	129,027
6	122,499	133,352	116,037	121,161	122,499	118,965	126,889	126,889	131,886	137,741	132,064
7	125,473	136,318	119,083	124,279	125,473	122,053	129,926	129,926	134,832	140,769	135,101
8	128,450	139,287	122,130	127,396	128,450	125,140	132,963	132,963	137,777	143,796	138,138
9	131,424	142,254	125,175	130,512	131,424	128,226	136,000	136,000	140,723	146,824	141,174
10	134,401	145,220	128,222	133,631	134,401	131,312	139,036	139,036	143,670	149,851	144,211
11	137,505	148,325	131,327	136,735	137,505	134,417	142,141	142,141	146,774	152,956	147,316

Note: Those who were on top step in 2014-15 when everyone else received a step increase maintain their \$2,400 off-schedule payment. In 2021-22 all three individuals employed are above step 11. Therefore, the \$2,400 is already in their base salaries and these individuals going forward simply receive