AGREEMENT

BETWEEN THE

SUPERINTENDENT OF SCHOOLS

AND THE

QUEENSBURY ADMINISTRATORS & SUPERVISORS ASSOCIATION

July 1, 2017 - June 30, 2020
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PREAMBLE

In order to implement the provisions of the Taylor Law and to encourage and increase the effective and harmonious working relationship between the Queensbury Union Free School District (hereinafter called “Board”) and the administrative employees (hereinafter called “Administrators”) of the Board, represented by the Queensbury Administrators and Supervisors Association (hereinafter called “Association”), affiliated with School Administrators Association of New York State (SAANYS), the Chief Executive Officer of the Board (hereinafter called “Superintendent”) and the Association enter this agreement, which was subject to the ratification of the Board and the Association.

ARTICLE I
RECOGNITION

The Board recognizes the Association, affiliated with the School Administrators Association of NYS, as the exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for all regular (excluding per diem) Principals, Assistant Principals (11 month and 12 month), the Director of Physical Education, Health and Athletics, the Director of Guidance, the Director for Student Support Services, Director of Instructional Technology, Part-time Assistant Principals (10 month and 12 month), the CSE/CPSE Chairperson, and the Director of Secondary Curriculum (11 month), employed by the Board, excluding all other employees. For the position of Director of Guidance, it is understood that if the School District abolishes the position, or if the School District determines that the job duties will no longer be provided by a unit member, the position will be deleted from the recognition clause of this bargaining unit, and may revert back to the Teachers Association Bargaining Unit.

Article Exclusions: 11 month Assistant Principals, 11 month Director of Secondary Curriculum, and Part-time Assistant Principals (10 month and 12 month) are not eligible for the Article X, Holiday and Vacation Time as their work schedule is the regular 10 month school calendar schedule, which includes holidays and school recesses. Part-time Assistant Principals (10 month and 12 month) are not eligible for Article XX, Termination Pay. In addition, the longevity payments listed in Article XXI, Compensation, Section (B), shall be prorated for 11 month Assistant Principals, the 11 month Director of Secondary Curriculum and Part-time Assistant Principals (10 month and 12 month) based on their full-time equivalency.

ARTICLE II
REQUIREMENT PER TAYLOR 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III
SAVINGS CLAUSE
If any provision of this Agreement is or shall at any time be judged contrary to law in a court of
competent jurisdiction, then such provision shall not be applicable or performed or enforced or
subject to the grievance procedure, except to the extent permitted by law. However, all other
provisions of this Agreement will continue in effect.

ARTICLE IV
NO STRIKE PLEDGE

The Association, its officers, directors, and members pledge not to engage in strikes, or other
concerted stoppage of work or slowdowns, nor to cause, instigate, encourage, or condone strikes,
or other concerted stoppage of work or slowdowns.

ARTICLE V
MANAGEMENT RIGHTS

Subject to the specific provisions of this agreement, the Association recognizes that the Board
retains all of the authority and rights possessed by the Board including, but not limited to, the
exclusive right to determine its mission, purposes, objective and policies by which its operations
are to be carried on; to determine the facilities, methods, means and number of personnel for the
conduct of the School District’s programs; to direct and utilize its work force; and to carry out
the function and operation of the School District.

ARTICLE VI
RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

A. Matters of pupil supervision which result from negotiations with teachers by the
Superintendent which relieve teachers of non-instructional duties, shall not be resolved
by assigning those duties to administrators except in emergencies of short duration.

B. Upon request, a Building Principal, the Director of Health, Physical Education, and
Athletics, the Director of Guidance and the Director of Student Support Services shall be
provided with information or access to information regarding the status of his/her budget
accounts in any areas within a reasonable time.

C. A copy of the agenda, non-privileged communications specifically relating to
administrators sent or given to the Board, and Board minutes after approval will be sent
to the President of the Association at the same time.

ARTICLE VII
PERSONNEL FILES

A. No material derogatory to an Administrator’s conduct, service, character, or personality
shall be placed in the Administrator’s personnel file maintained by the School District
unless the Administrator has had the opportunity to examine the material when either
he/she has been shown the material in person or a copy has been personally given to the
Administrator or sent by certified mail, return receipt requested, directed to the
Administrator’s last address on file with the School District. When an Administrator is
shown the material in person, he/she shall acknowledge that he/she has examined such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content.

B. The Administrator shall have the right to answer within twenty-one (21) school days, any material filed, and his/her answer shall be attached to the file copy. Prior to the filing, the Superintendent, or the Superintendent’s designee shall acknowledge that he/she has examined such answer by affixing his/her signature on the Administrator’s answer with the understanding that such signature does not necessarily indicate agreement with the Administrator’s answer.

C. Anonymous complaints shall not be included in an Administrator’s file.

D. Upon the request of an Administrator, he/she shall be permitted to examine material in his/her personnel file and have a copy made of any documents contained therein. The Administrator has the right to be accompanied by a representative during regular working hours of the School District’s Office. The right to examine and copy material in a “personnel file” does not include the right to examine and/or copy pre-employment recommendations or pre-employment evaluations.

E. No written material from an Administrator’s official personnel file shall be forwarded to a prospective employer without the Administrator’s permission. This is not to limit candid reference requests of the School District.

ARTICLE VIII
PRINTING OF AGREEMENT

The Board shall be responsible to have this Agreement prepared. The Board will provide each Administrator with a copy of the Agreement within a reasonable time after ratification by the Association and the Board.

ARTICLE IX
GRIEVANCE PROCEDURE

The following shall be the parties’ grievance procedure:

SECTION I - DEFINITIONS

1. A Grievance is defined as a claim by an employee of an alleged violation of this Agreement with respect to its application or interpretation.

2. Aggrieved Party shall mean the Association and/or any person in the negotiating unit filing a grievance.

3. Party-in-Interest shall mean any party named in a grievance who is not the aggrieved party.
SECTION II - PROCEDURES

2.1 Except at the informal stage all grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting this grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2.2 The preparation and processing of grievances shall not be conducted during the hours of employment except with mutual consent of the parties.

2.3 The submission of the subject matter of the grievance in any other forum shall preclude the use of this grievance procedure.

2.4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant. This file shall be available for copying by the grievant, the Association or the Board, but it shall not be deemed a public record.

SECTION III - TIME LIMITS

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

3.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) calendar days after the employee knew or should have known of the act or condition on which the grievance is based.

3.3 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 Agreement shall be barred.

3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

SECTION IV - STAGES OF GRIEVANCE

STAGE 1 - INFORMAL
An employee having a grievance will discuss it with the Superintendent with the objective of resolving the matter informally.

STAGE 2 - FORMAL

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent. Within fourteen (14) calendar days after the written grievances is presented to the Superintendent, a decision thereon, in writing, shall be presented to the aggrieved party and the Association.

STAGE 3 - BOARD OF EDUCATION

A. If the aggrieved party and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Clerk of the Board of Education within fourteen (14) calendar days after receiving the decision at Stage 2.

B. Within twenty-one (21) calendar days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The aggrieved party and his/her representative, if requested, are to be present.

C. Within twenty-one (21) calendar days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and the Association.

STAGE 4 - BINDING ARBITRATION

A. If the aggrieved party and/or the Association are not satisfied with the decision at Stage 3, the Association may decide, by written notice to the President of the Board of Education and the American Arbitration Association within thirty (30) calendar days of the receipt of the Board of Education’s decision, to take the grievance to arbitration pursuant to the rules of the American Arbitration Association.

B. The decision of the arbitrator shall be final and binding on the parties.

C. The arbitrator shall have no power to add to, subtract from, modify or expand the provisions of this agreement, and shall consider only the precise issue presented.

D. The cost of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE X
HOLIDAYS AND VACATION TIME

A. Holidays - the following holidays will be observed by the School District.

   New Year's Day
   Martin Luther King Jr. Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving Day
Working Day before Christmas
Christmas Day
Working Day before New Year’s Day

In the event that school is open during one of the designated holidays, a compensatory day will be observed.

B. Vacation time - Each employee will be entitled to twenty-five (25) days vacation per school year, in addition to the holidays specified above. All vacation days shall be pre-approved by the Superintendent, who shall determine the vacation schedule. Employees may not accumulate vacation days from year to year, except an employee may carry over up to five (5) vacation days to the following school year, so that the maximum number of vacation days that may be taken in one school year is thirty (30). Any employee who serves the School District with at least four weeks notice of an intent to resign from employment from the School District will be entitled to compensation at the rate of 1/240 pay for earned but unused vacation time to which the employee is properly entitled. Additional time may be granted an Administrator at the discretion of the Superintendent.

C. Payment in Lieu of Vacation: Each employee shall, at the end of each school year, be paid for up to five (5) unused vacation days at their applicable per diem rate (based on 1/240th of each employee’s annual salary) of pay. Such payment will be made to each employee upon written request to the Superintendent or his/her designee. Upon receipt of such request and applicable supporting documentation, the Superintendent, or his/her designee, shall make such payment to each employee in his/her next paycheck. In order to receive payment for an unused vacation day in accordance with this section, employee shall work at least six and one half hours of the applicable day.

ARTICLE XI
INDEMNITY AND ADMINISTRATOR PROTECTION

A. Whenever an Administrator is absent from employment and unable to perform his/her duties as a result of personal injury caused by an accident occurring in the course of his/her employment, for which he/she is eligible to receive Worker’s Compensation payments, he/she will be paid his/her full salary and benefits for a period of up to five (5) months. No part of such absence will be charged to the Administrator’s annual or accumulated sick leave. The Board of Education may require the employee to have a reasonable number of physical examinations by a physician selected by the Board of
Education and prior to the determination to return to work, the employee may require consultation between the employee’s physician and the school physician.

B. Any Worker’s Compensation benefit received by the Administrator during his/her period of disability shall be paid 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.

C. The Board of Education will provide reimbursement for repair or replacement, whichever is less, of clothing and personal effects damaged while the Administrator was acting in the discharge of his/her duties within the scope of his/her employment as the result of: a) an assault or b) carrying out any disciplinary aspect of his/her position, provided the loss is not caused by the negligence of the Administrator. Personal effects shall not include automobiles or other vehicles.

ARTICLE XII
JOB SECURITY

In the event the District is going to abolish the position of an Administrator in the Unit, said Administrator will be given four (4) months notice. In the event a teaching position is available and there is no teacher on a preferred eligible list, and/or there is no conflict with the rights of teachers under the Agreement with the Queensbury Teachers Association, and the Administrator in question is both certified and qualified for the position, he/she will be given first consideration for the position. If the position to be abolished is vacant at the time of abolition, no notice need be given. No notice need be given if the Administrator has resigned from the position to be abolished.

ARTICLE XIII
PHYSICAL EXAMINATIONS

Each employee is encouraged to have a physical examination at least once every two (2) years and have a copy of these reports filed with the school physician. If the Board of Education requires an employee to have a physical examination, the examination will be by a school appointed physician and the cost borne by the Board of Education. However, if the employee wishes, he/she may consult his/her own physician and meet the expenses of the examination himself/herself. The Board of Education requires evidence of good health prior to beginning service. A medical form is provided and must be completed by the physician making the examination. This pre-employment physical examination shall be provided at the employee’s own expense. All employees may be required to have an appropriate tuberculosis test every two (2) years. A report of same shall be sent to the school physician.

ARTICLE XIV
SICK LEAVE

A. Each employee will be entitled to seventeen (17) days of sick leave for each school year for personal illness, illness in the immediate family and funerals for others that are
immediate family. Unused sick leave may be accumulated without limit.

B. An accounting of the accumulated sick leave shall be given to each member of the Unit no later than November of each year.

C. If any Unit member uses all of his/her accumulated sick leave due to a prolonged illness, he/she may request up to thirty (30) days on future anticipated sick leave allotments. Additional days beyond this may be granted upon recommendation of the Superintendent and the Board of Education. The Unit member will return not less than one-half (½) of his/her annual accumulated sick leave to the District per year.

D. Unit members (a) hired on or before June 30, 2006 who retire pursuant to the New York State Teachers Retirement System with at least ten (10) years of service to the District and unit members who were hired on or after July 1, 2006 who retire pursuant to the New York State Teachers Retirement System with at least twelve (12) years of service to the District and (b) who are members of the District Health Insurance Program at the time of retirement may elect to exercise one of the following options. Once an option has been implemented, changing options is not allowed.

**OPTION 1**
One (1) month of free health insurance for each four (4) days of accumulated sick leave up to a maximum of 96 months (384 days accumulated sick leave) at the time of retirement.

**OPTION 2**
One (1) month of free dental insurance for each two (2) days of accumulated sick leave up to a maximum of 96 months (192 days accumulated sick leave) at the time of retirement.

**OPTION 3**
One (1) month of free health and dental insurance for each six (6) days of accumulated sick leave up to a maximum of 96 months (576 days accumulated sick leave) at the time of retirement.

The retiring unit member may designate the date on which their health insurance benefit begins. If the spouse of a unit member is also employed by the District, his/her sick leave will be applied in the same manner. There will be no further pro-ration. At the time of retirement, the unit member and/or unit member and spouse will receive in writing the aggregate number of months of health insurance in effect in the District. At the time when a contribution must be made, notice of the amount and dates of first and future payments will be forwarded to the retiree(s) by the District.

E. In the event of the death of an active employee, the District will automatically cover the cost of the first three (3) months of basic health insurance for the surviving/designated spouse. Additionally, if the employee has accumulated sufficient sick time, the District will cover the cost of basic health insurance up to a maximum of six (6) months. (I.e. six (6) months x four (4) days = 24 accumulated sick leave.)
ARTICLE XV
EMERGENCY LEAVE

Up to three (3) emergency leave days may be taken in a school year, for such matters that cannot be scheduled on other than a school day, and are not covered by other leave provisions. The reason for taking such a day will be given to the Superintendent unless the reason is of an extremely private or intimate nature. The Superintendent’s approval is necessary before taking such days. Such approval shall not be unreasonably denied. It is understood that these days may not be used to extend a vacation, holiday, or to engage in a business activity for financial gain. In the event an employee has two unused emergency days at the end of the year, those two days will be accumulated as one sick day to be added to the employee’s accumulated sick leave the first day of the following year.

ARTICLE XVI
BEREAVEMENT LEAVE

In the event of death in the immediate family (mother, father, husband, wife, children, brother, sister, grandparents, in-laws: mother, father, brother, sister, son, daughter, grandchildren, step-parents, step-children) bereavement leave of up to five (5) consecutive days will be granted with pay for each occurrence. The Superintendent may allow bereavement leave to be taken other than on consecutive days. These days are to be used within 15 calendar days of the death of any immediate family member covered by this provision, unless otherwise approved by the Superintendent, and shall not be accrued from one school year to the next school year.

ARTICLE XVII
SABBATICAL LEAVE

The Board of Education may grant a sabbatical leave in its sole discretion on the following basis: application for sabbatical leave will be submitted for consideration to the Superintendent. Recommendations will then be submitted to the Board of Education for consideration. The applicant must have completed at least seven (7) years as an administrator and must agree to the following terms:

A. Sabbatical leave of one (1) year or one-half (½) year, with payment in either case at one-half (½) pay.

B. Return to the system for a minimum of two (2) years immediately following his/her leave.

C. Application made by February 1 and applicant informed on action taken no later than April 1.

If the sabbatical leave is granted, the recipient and the Board of Education must sign a written agreement to the following conditions:

1. Upon completion of sabbatical leave, the recipient will return to the School District.
2. During the sabbatical leave, the benefits of the recipient will accrue as if he/she were teaching in the system.

3. Payment for sabbatical leave will be made to the recipient at regular intervals rather than in one lump sum.

4. In order to protect both the Board of Education and the School District, the recipient must sign an agreement to reimburse the Board of Education of all monies received from the School District during the leave if he/she fails to return for the required number of years immediately following the termination of his/her sabbatical leave.

ARTICLE XVIII
ADDITIONAL LEAVES OF ABSENCE

1. Leave for Jury Duty or Court Appearance

An Administrator shall be given time necessary for appearances in any legal proceeding connected with the Administrator’s employment or with the District or for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. An Administrator taking such leave shall turn over to the District any monies received as a juror or witness, exclusive of expense money.

2. Child Rearing Leave

a. Any Administrator is entitled to apply for unpaid child rearing leave in accordance with provisions of law and Board policy. An unpaid child rearing leave for a period up to one year after the birth or adoption of a child up to seven years of age for the purpose of caring for such child will be granted by the Board of Education.

b. A child rearing leave shall not count toward the fulfilling of probationary requirements; however, such leave shall not result in the loss of any “probationary time” earned prior to the start of such leave.

c. An Administrator returning from child rearing leave will be placed on a salary schedule according to the Administrator’s credited years of service and will return to the Administrator’s area of certification. If the leave was begun between February 1 and August 21, the Administrator will be placed in one level higher than that in effect at the beginning of the leave.

d. An Administrator requesting child rearing leave shall be required to: (1) notify the immediate supervisor of the request as early as possible prior to the anticipated commencement of the leave; (2) notify the Superintendent of the Administrator’s date of intention to return to work. Failure to so notify the Superintendent, or acceptance of a position in another school system by the Administrator, will
automatically terminate such leave and shall constitute resignation.

3. **Other Leaves of Absence**

   a. **Visitations and Conferences** - Administrators will be entitled to the following absences with pay each school year in addition to the sick leave and emergency leave specified and are non-cumulative. Three (3) days will be allowed, for the purpose of visiting other schools or attending meetings or conferences of an educational nature, upon written approval of the Superintendent. These refer to visitations and conferences in addition to those required of the Administrator of the District.

   b. **Leaves Without Pay** - A person applying for such a leave shall be notified of the decision of the Board of Education in writing. Upon completion of the leave, the recipient will return to the system and be placed in his/her area of certification.

**ARTICLE XIX**

**INSURANCE BENEFITS**

A. Administrators shall have the same insurance coverage as the members of the Queensbury Faculty Association, along with the WSWHE Counties Health Insurance Trust Alternative PPO (“Alternate PPO Plan”) and the WSWHE Counties Health Insurance Trust HRA health insurance plans. Contributions the premium of those insurances shall be as follows:

   Effective July 1, 2017, the School District will pay 82% of the premium for the Alternate PPO Plan for all members of this Association taking health insurance through the School District. Association members will pay 100% of the difference in the health insurance premium.

   Effective July 1, 2018, the School District will pay 82% of the premium for the Alternate PPO Plan for all members of this Association taking health insurance through the School District. Association members will pay 100% of the difference in the health insurance premium.

   Effective July 1, 2019, the School District will pay 80% of the premium for the Alternate PPO Plan for all members of this Association taking health insurance through the School District. Association members will pay 100% of the difference in the health insurance premium.

B. **FLEX BENEFITS**

The District provides an IRS 125 Health Benefits Program for employee health insurance contributions. For employees who wish to enroll in expanded “cafeteria” coverage, the District will be responsible for administrative costs up to $2.00 per person per month in
enrollment. Any additional charge will be the responsibility of the employee.

**ARTICLE XX**

**TERMINATION PAY**

A. Upon retirement, an Administrator shall receive the same benefits, if any, as those granted to members of the Queensbury Faculty Association, and shall meet the same requirements as members of the Queensbury Faculty Association.

B. Each employee who retires from the District and who has served in the District for at least (1) 20 years as an administrator or teacher, or (2) 15 years as an administrator, shall receive a longevity payment of $20,000. This sum shall be paid to each eligible employee at the time of his/her retirement in accordance with this paragraph.

In order to receive the termination pay, each employee must:

1. Have at least (1) 20 years of full-time service in the District as an administrator or teacher, or (2) 15 years of full-time service as an administrator, exclusive of unpaid leaves, and be eligible for retirement with full benefits without reductions in accordance with the rules and regulations of the New York State Teachers Retirement System (NYSTRS);

2. Submit an irrevocable letter of resignation for purposes of retirement to the Superintendent no later than February 1 prior to the date of retirement or up to two years prior to the date of expected retirement. The method of remuneration for those using one year’s notice shall be $20,000 payable after July 1, but prior to August 1 of the school fiscal year immediately following the date of retirement. For those requesting and receiving phased-in payments based on having given two years notice of intent to retire, the District shall pay the employee $10,000 in the year prior to retirement and $10,000 in the year of retirement. The precise method of these payments, under either option outlined above, shall be mutually agreed to between the District and the employee.

3. The full retirement payment shall be waived if an employee takes a disability retirement as defined in the NYSTRS and fulfills the 20 year/15 year District service requirement described in paragraph (1) above.

4. The parties agree that upon the mutual agreement of the employee, the District and the Association, the District may extend the first date of retirement eligibility to the end of the year.

5. A retiring employee who meets the conditions outlined above shall also be eligible to receive payments for accrued sick leave as follows. The retiring employee may elect to cash in up to 100 days of accumulated sick leave, payable at a rate of $50.00/day (maximum benefit $5,000). An employee intending to exercise this option must submit an irrevocable letter to the Superintendent stating the number of accumulated sick days to be forfeited, no later than February 1 of
the last school fiscal year in which they work. This option shall be honored at the number of accumulated sick days stated in the aforementioned letter, if said accumulated sick time is still available as of June 30 of said school fiscal year. Should an employee have less time remaining, the benefit shall be exercised on the remaining sick time. Payments pursuant to this paragraph shall be made after July 1, but prior to August 1 of the next school fiscal year after the date of retirement. Payment pursuant to this section shall be made by the District as cash payments only to the applicable administrator.

6. The retirement provisions contained in this article shall “sunset” and are of no further force and effect after June 30, 2017, unless the District and Association agree, in writing, to extend the retirement provision beyond said date. In the event that no new agreement is reached by June 30, 2017, the provisions of Article XX as contained in the 1998-2000 collective bargaining agreement between the District and the Association shall be reinstated and become effective after June 30, 2020.

ARTICLE XXI
COMPENSATION

A. Each member of the Unit shall have his/her salary increased as follows:

2017-18: 3.5%, plus $1,445
2018-19: 3.5%
2019-20: 3.5%

B. Longevity: Each unit member shall be eligible for the following non-cumulative longevity payments:

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<th>Years of Service Completed as an Administrator in QUFSD</th>
<th>Longevity Payment</th>
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<td>4 years</td>
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<td>14 years</td>
<td>$4,000</td>
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If a unit member’s start date with the District is prior to September 7, the unit member will be credited with one (1) year’s service toward longevity for that first year ending June 30.

Payments under this section shall be non-cumulative. In each year of eligibility, each unit member shall have the option of receiving the above payments either:

(1) as a lump sum in his/her first paycheck of July following completion of the required years of service, or
(2) paid in equal installment commencing with the first paycheck in July following completion of the required years of service and continuing throughout such year.

In order to receive full longevity payment, the unit member must work for the entire year of eligibility. If the unit member does not work the entire year, the longevity payment shall be prorated, and if the unit member has elected the lump sum payment, the unit member shall be responsible to reimburse the District for that portion of the year that the unit member did not work for the District.

Regardless of the method chosen, longevity payments shall not be added to employee’s base salary for the purposes of calculating salary increases in paragraph A.

ARTICLE XXII
PROFESSIONAL DEVELOPMENT

The following provisions shall apply:

A. Courses: For each Association member, the District agrees to pay the full cost of tuition for education course work including but necessarily limited to courses or in-service in the areas of school leadership, management and administration. The District shall pay such costs for up to six (6) credit hours per year per administrator. Each administrator agrees to take at least one 3 credit hour course annually or its equivalent in in-service. Payment by the District shall be contingent upon the respective Association member earning the grade of “C” or better in each course taken. In the case of courses in which only “Pass” or “Fail” is designated, a grade of “Pass” shall be deemed necessary to meet this requirement.

B. Process: Upon selection of a mutually agreeable course, each Association member shall submit paperwork and the bill for the cost of such course(s). The District shall pay these costs directly.

C. Retreat: Each Association member agrees to attend one two-day professional retreat, annually, to be arranged and paid for by the District.

D. If an Association member does not work for the District for at least one (1) year after the District paid for the courses referenced herein, the Association member will refund to the District the total amount paid by the District on behalf of the association members.

ARTICLE XXIII
DURATION OF AGREEMENT

This agreement shall be effective July 1, 2017 and expire on June 30, 2020.
IN WITNESS WHEREOF, the Superintendent of Schools of the Queensbury Union Free School District and the President of the Queensbury Administrators & Supervisors Association have hereunto set their hands and seals, in presence of each other, at the direction of the Board of Education and the Membership of the Association.

Superintendent of Schools

President, Association

Dated this 3rd day of November 2016.