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Washingtonville Central School
District And Washingtonville
Administrators Assn

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20310

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ADI

AGREEMENT

- between -

WASHINGTONVILLE CENTRAL SCHOOL DISTRICT

- and -

WASHINGTONVILLE ADMINISTRATORS ASSOCIATION

JULY 1, 2000 through JUNE 30, 2003

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

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CONCILIATION

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the laws of 1967, to encourage and increase effective and harmonious working relationships between the Washingtonville Board of Education (hereinafter referred to as the "Board") and its Administrators Association, composed of principals, assistant principals, directors and supervisors (hereinafter referred to as "Administrators"), and to enable the Administrators to participate more fully and contribute to the development of good education policies for the total school district, this Agreement is made and entered into by the Board and the Administrators.

ARTICLE I - RECOGNITION

The Board, having determined that the Administrators Association is supported by a majority of building principals, assistant principals, directors and supervisors in the District hereby recognizes the Administrators Association as the exclusive negotiating agent for the Administrators.

ARTICLE II - TERM OF AGREEMENT

A. This contract shall be effective as of July 1, 2000 and shall continue in effect through June 30, 2003, at which time it will expire.

B. Unless either party gives written notice to the other of its intention to modify or terminate this agreement no later than January 15 immediately preceding its expiration, this agreement shall continue in full force and effect without change for one year beyond the expiration date set forth in Paragraph " A" .

C. Once notice of intention to modify or terminate this agreement has been given in accordance with Paragraph " B" , the

parties shall exchange proposals no later than February 15 immediately following such notice.

ARTICLE III - GRIEVANCE PROCEDURE

A. A grievance is a dispute or controversy arising during the term of this agreement out of the interpretation or application of a specific provision of this agreement.

B. Grievances may only be initiated by an aggrieved employee, group of similarly aggrieved employees, or by the Association. All parties have the right to representation of their own choice at all stages of the grievance procedure, provided such representation is not by an officer or other representative of an administrator's organization other than the Association and provided further the Association shall have the right to be present and state its views at all levels of the grievance procedure. Upon request, the aggrieved employee or employees must be present at all stages of the grievance procedure or the grievance shall be deemed waived and not subject to further appeal.

C. Grievances must be initiated within twenty (20) school days of the occurrence giving rise to the grievance. Such grievances must be set down in writing, specifying the name or names of the aggrieved employees, the particular article(s) and subdivision(s) thereof at issue, the events alleged to have given rise to the grievance, and the relief sought. Grievances may be initiated directly at Step 2 within this twenty (20) school day initiation period whenever they affect all Administrators in the District.

D. Step 1 - The grievance is presented to the immediate supervisor within twenty (20) school days of the occurrence alleged to have given rise to the grievance. The supervisor shall render a written decision within ten (10) school days of the presentation of the grievance.

Step 2 - If not settled at Step 1, the grievance shall be submitted to the Superintendent within five (5) school days of the decision at Step 1. A meeting shall be held between a representative of the aggrieved and a representative of the Superintendent. Within five (5) school days of said meeting, the Superintendent shall render a written decision on the grievance.

Step 3 - If the grievance is not settled at Step 2, the matter shall be submitted to the Board within five (5) school days of the decision at Step 2. The representative of the aggrieved and the representative of the Superintendent shall meet with the Board, or a subcommittee of the Board, within ten (10) school days of the submission. A written decision will be rendered by the Board within five (5) school days of such meeting.

Step 4 - If the grievance is not settled at Step 3, the Association shall submit the grievance to the American Arbitration Association within fifteen (15) school days of the decision at Step 3. The grievance will then be processed in accordance with the AAA Voluntary Labor Arbitration Rules, and the decision of the arbitrator shall be final and binding if rendered in accordance with this agreement. The cost of the arbitrator will be shared equally by the parties.

E. Failure to proceed in strict accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal, unless the time has been extended by written mutual consent. The parties will use their best efforts to expedite the processing of grievances filed after May 15 whenever use of all available time will carry the matter beyond the end of the school term and result in hardship to any party.

F. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

G. Each party to a grievance shall have access at reasonable times to all written statements and records in the possession of the other pertaining thereto, as well as the right to obtain copies of same at their own expense.

H. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

I. Pursuit of any legal, statutory or other remedy bars further or subsequent proceedings for relief under this Contract.

J. The arbitrator shall have no authority to add to, subtract from or otherwise modify this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS

A. Administrators may request leave to attend meetings of local, county, state and national educational organizations.

B. The Administrators shall be provided with a copy of the tentative agenda of each regular Board meeting prior to each meeting. The Administrators shall be provided with copies of the official minutes of each Board meeting as soon as possible after the approval of the said minutes by the Board.

C. The Association will have the right to use school buildings and equipment without cost for meetings to conduct Association business, provided such use does not conflict with other scheduled activities. The principal of the building in question will be notified in advance of the time and place of all such meetings.

D. The Association will have the right to place notices, circulars and other materials in Administrators' mailboxes, provided a courtesy copy is simultaneously given to the Superintendent.

ARTICLE V - ASSIGNMENTS AND TRANSFERS

Assignments of Administrators to buildings will be made at the discretion of the Board. Whenever vacancies and/or new administrative or supervisory positions occur in the District, notification will be given to all administrative staff. Transfer of Administrators will be made after consultation between the Superintendent and the Administrator or Administrators involved.

ARTICLE VI - ADMINISTRATOR'S EVALUATION

All Administrators shall be evaluated by the Superintendent or his/her Assistant and the result of the evaluation shall be discussed with the Administrator. An Administrator's performance will not be formally evaluated by persons for whom the Administrator has supervisory responsibility. The written evaluation shall be placed in the Administrator's personnel folder annually, and a copy will be provided to the Administrator. In the absence of a written evaluation, the Administrator's performance will be considered satisfactory.

ARTICLE VII - ADMINISTRATOR'S PROTECTION

A. Administrators shall report immediately in writing to the Superintendent all cases of assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the Administrator for information in its possession not privileged under law which related to the incident or the person involved.

C. Whenever an Administrator is absent from school as a result of personal injury compensable under New York Workers' Compensation Laws, and caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid.

D. The Board shall have the right to have the Administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the Administrator is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

E. No material derogatory to an Administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator shall also have the right to submit a written answer to such material and his/her answer shall be read by the Superintendent and attached to the file copy. Administrators will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in the files. Confidential information used in the hiring of an Administrator shall be excepted from the right of review and copy.

ARTICLE VIII - INSURANCE; RETIREMENT

A. The District will pay one hundred (100%) percent of the cost of insurance in the Orange-Ulster Health Plan for individual and family coverage for all Administrators and retirees.

Unit members whose spouse is entitled to coverage under the Orange-Ulster School District Health Plan shall be prohibited from receiving family health insurance coverage paid for by this District. Such employee shall be entitled to individual coverage at District expense if his/her spouse, likewise, elects individual coverage. If the spouse is subject to the same restriction by contract, the spouse with the earlier birthday shall be entitled to the family coverage. However, if both spouses are employees of this School District, both may enroll for individual coverage or either one may elect to be the covered employee for a single family coverage. Notwithstanding the above, this dual coverage restriction shall not apply if the effect would be: to leave the spouse or children uninsured by reason of how custody and support issues have been determined by the parents or in a court of law; to preclude coverage in retirement; to create ineligibility for coverage by reason of one spouse's coverage maximum being exhausted; and shall not result in forcing the spouse to relinquish Plan I or II coverage where the spouse has the other coverage until the window period for a change-over arrives. An employee who is ineligible for coverage by reason of the restriction set forth above shall be entitled to receive a payment of \$1,500.00 per year in ten (10) equal installments, to be paid between September and June.

If a health insured member predeceases his/her spouse, the spouse will be offered the opportunity to continue insurance. If the spouse was employed by the District for more than ten years, he/she will be continued at no cost or at the rate currently negotiated by the contract. If the spouse was not employed by the District, he/she will be offered the opportunity to be covered by paying the health insurance premium.

B. The Board shall contribute six hundred fifteen (\$615.00) dollars per year per participating Administrator toward the funding of a dental insurance plan selected by the Association.

C. Any Administrator who has at least ten (10) years of service in the District and who retires on or before June 30, 2003, in accordance with the rules and regulations of the New York State Teachers' Retirement System, or any Administrator who has at least twenty (20) years' actual service in the District

and who leaves the District, shall be paid ten thousand (\$10,000.00) dollars plus five hundred (\$500.00) dollars for each year of service beyond ten (10) in the District, but in no event more than seventeen thousand five hundred (\$17,500.00) dollars. One year's advance written notice must be given to the District to receive this benefit; however, this notice requirement shall be waived for any Administrator planning to retire within one year from the signing of this Agreement, provided written notice of such retirement is given as soon as reasonably possible after the signing of this Agreement. This benefit shall not be available to any Administrator who does not retire or leave the District at or prior to the time they first become eligible for retirement under the New York State Teachers' Retirement System.

D. The District will contribute three thousand (\$3,000.00) dollars per Administrator to a life insurance company designated by the Association for the purchase of life insurance.

E. The District shall pay the cost of a mutually acceptable long-term disability policy, provided such cost does not exceed six thousand five hundred (\$6,500.00) dollars per year.

ARTICLE IX - LEAVE OF ABSENCE WITH COMPENSATION

A. Personal Illness. Administrators shall be entitled to sick leave with full pay, up to twelve (12) days per year, cumulative to thirty (30), then Administrators will receive eighteen (18) days thereafter per year. Unused sick leave shall be accumulative to two hundred twenty (220) days. An Administrator may accumulate days beyond the two hundred twenty (220) days limitation for the purposes of retirement consideration. An Administrator who has no accumulative sick leave left may request extended sick leave, up to the total days which had been accumulated at the beginning of that illness. The need must be medically substantiated. No reasonable request will be denied.

B. Personal Leave. Regularly employed Administrators may be granted four (4) days leave per year to conduct matters that cannot be expedited at any other than school time. Prior approval of the Superintendent should be obtained. Unused personal days will be added to sick leave. Administrators shall be permitted to carry one (1) unused personal day forward to the next year rather than having it accumulated immediately to sick leave, provided that at no time shall any Administrator have more than five (5) personal leave days available in any one year.

C. Three (3) days per year absence in the event of each death in the immediate family - wife, husband, parent, child, brother, sister, step-child, corresponding in-law, or any relative residing with the Administrator. Days are not accumulative and will not be deducted from sick leave or personal days.

D. Leaves of absence with full pay not charged against personal illness or personal leave:

1. When called for jury duty.
2. Court appearance when subpoenaed as a witness.

For purposes of salary payment, money paid for services shall be remitted to the Board.

ARTICLE X - LEAVE OF ABSENCE WITHOUT COMPENSATION

A. Extended leave of absence, without pay, will be granted for the following purposes (requests must be submitted prior to February 1, but may be withdrawn by the applicant before April 15):

- ** 1. Military service to any Administrator who enlists, maximum time four (4) years.
- 2. Child care leave not to exceed two (2) years.

B. Extended leaves may be granted for the following (requests will not be unreasonably denied):

1. To serve as an officer of local, state or national professional organization.

- ** 2. Up to two (2) years to serve in Peace Corps, Vista or similar programs after four (4) years in the system.

- ** 3. Up to two (2) years to serve in an overseas school after four (4) years in the system.

4. Advance study during the academic year.
5. Up to one (1) year for care of sick member of the Administrator's immediate family (spouse, parent, spouse's parent, child step-child).
6. To campaign and/or serve in public office.
7. Administrator who has illness extending beyond sick leave allotment.
8. A mandatory leave of absence of not more than one (1) year based on either physical or mental examination; the Board will defray the cost of such examination if it originates the request for examination.
- ** 9. To serve as an exchange Administrator, in which case the Board will maintain the State Insurance plan and retirement benefits for the Administrator.
10. Other leave may be granted by the Board.

** For the purpose of salary, these shall be considered as time employed by the District.

ARTICLE XI - ADMINISTRATORS' WORKING CONDITIONS

A. Whenever dual facilities are assigned to a building, additional Administrators shall be appointed with the resident Administrator in charge of the physical plant. Each Administrator shall have an office for his/her exclusive use.

B. The Association and the Board agree that negotiations with other associations will not alter the duties and responsibilities of building principals and their assistants as presently described in the Board of Education policies 6614 through 6622.

ARTICLE XII - PROFESSIONAL COMPENSATION

A. Salaries during the term of this Agreement shall be in accordance with the schedules set forth in Appendix A for the years 2000-2001, 2001-2002 and 2002-2003. The 2000-2001 Salary Schedule shall be increased by 3.0% effective July 1, 2000; an additional 3.0% effective July 2001; and an additional 3.0% effective July 1, 2002. Increments will be paid where due in each year of this Agreement.

Effective July 1, 2000, two longevity steps have been added to Appendix A - Steps 12 and 16. All longevity steps will be \$1,500.

B. Salary payments shall be made in twenty-six (26) equally divided payments. If payment falls during scheduled school vacation, payments will be made on the last day school is in session prior to that vacation.

C. Supplemental payments beyond the salary schedule shall be made for graduate credits earned beyond masters degree in blocks of nine (9) credits at the rate of fifty-SIX (\$56.00) dollars per semester hour, to a maximum of ninety (90) hours beyond the M.A., provided none of the credits earned were for meeting, obtaining or maintaining qualifications as an Administrator. An additional stipend of two thousand (\$2,000.00) dollars beyond the payment of ninety (90) credits will be paid for an earned doctorate.

D. Administrators granted tenure shall receive an annual stipend of six hundred (\$600.00) dollars.

E. The District will contribute up to six hundred (\$600.00) dollars annually toward the cost of professional dues in organizations selected by each Administrator and approved by the Superintendent.

F. Upon leaving the District after five years of continuous service as an administrator, an administrator will be paid seventy (\$70.00) per day for each unused day of accrued sick leave.

ARTICLE XIII - WORKYEAR; VACATION

A. All Administrators shall be employed on a twelve-month basis, with twenty (20) working days of vacation during July and August.

B. The school calendar shall also apply to Administrators, except that it is understood that Administrators must also work prior to the opening of the school year and subsequent to the ending of the school year to perform all of the responsibilities of their position. Administrators who work during regular school vacation periods at the request of the Superintendent shall be compensated at the rate of 1/250 of annual base salary for each day worked. The Superintendent shall first consult with an Administrator upon reasonable advance notice, not to exceed thirty (30) days before assigning the Administrator to work during a regular school vacation period.

C. Time beyond the twenty (20) working days vacation in July and August may be granted for student purposes or educational travel with approval of the Superintendent.

ARTICLE XIV - 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 24th day of November, 1999.

WASHINGTONVILLE ADMINISTRATORS
ASSOCIATION

WASHINGTONVILLE CENTRAL SCHOOL
DISTRICT

BY: John Carlough
PRESIDENT

By: Patricia Bunn
SUPERINTENDENT

By: Joseph W. Felt
Board of Education President

APPENDIX A

2000-01 SALARY SCHEDULE

Step:	H S PRIN	M S PRIN	ELEM * PRIN	ASST HS** PRIN	ASST JS PRIN	ASST ELE PRIN
1	\$78,274	\$76,944	\$74,970	\$68,984	\$67,658	\$65,292
2	\$80,668	\$79,300	\$77,264	\$71,097	\$69,727	\$67,291
3	\$83,135	\$81,725	\$79,629	\$73,272	\$71,862	\$69,350
4	\$85,680	\$84,227	\$82,066	\$75,514	\$74,062	\$71,473
5	\$88,301	\$86,804	\$84,577	\$77,824	\$76,328	\$73,659
6	\$91,003	\$89,460	\$87,165	\$80,207	\$78,664	\$75,914
7	\$93,732	\$92,142	\$89,780	\$82,613	\$81,024	\$78,191
12	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
16	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
20	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
25	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
30	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

* Directors are paid on this scale

** Supervisors are paid on this scale

APPENDIX A

2001-02 SALARY SCHEDULE

Step:	H S PRIN	M S PRIN	ELEM* PRIN	ASST HS** PRIN	ASST JS PRIN	ASST ELE PRIN
1	\$80,622	\$79,252	\$77,219	\$71,054	\$69,687	\$67,250
2	\$83,088	\$81,679	\$79,582	\$73,230	\$71,819	\$69,310
3	\$85,629	\$84,177	\$82,018	\$75,470	\$74,018	\$71,430
4	\$88,250	\$86,754	\$84,528	\$77,780	\$76,284	\$73,617
5	\$90,950	\$89,408	\$87,115	\$80,158	\$78,618	\$75,869
6	\$93,733	\$92,143	\$89,780	\$82,613	\$81,024	\$78,192
7	\$96,544	\$94,906	\$92,473	\$85,092	\$83,455	\$80,537
12	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
16	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
20	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
25	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
30	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

* Directors are paid on this scale

** Supervisors are paid on this scale

APPENDIX A

2002-03 SALARY SCHEDULE

Step:	H S PRIN	M S PRIN	ELEM* PRIN	ASST HS ** PRIN	ASST JS PRIN	ASST ELE PRIN
1	\$83,041	\$81,630	\$79,535	\$73,185	\$71,778	\$69,268
2	\$85,580	\$84,129	\$81,970	\$75,427	\$73,973	\$71,389
3	\$88,198	\$86,702	\$84,479	\$77,734	\$76,238	\$73,573
4	\$90,897	\$89,357	\$87,064	\$80,113	\$78,573	\$75,825
5	\$93,678	\$92,091	\$89,728	\$82,563	\$80,977	\$78,145
6	\$96,545	\$94,908	\$92,473	\$85,092	\$83,455	\$80,537
7	\$99,440	\$97,753	\$95,248	\$87,644	\$85,958	\$82,953
12	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
16	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
20	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
25	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
30	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

* Directors are paid on this scale

** Supervisors are paid on this scale