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Windsor Central School District And
Windsor Administrators Assn

AGREEMENT

between the

SUPERINTENDENT OF THE WINDSOR CENTRAL SCHOOLS

and the

WINDSOR ADMINISTRATORS' ASSOCIATION

7/1/2001 - 6/30/2004

RECEIVED

JUL 24 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

7/10/01

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AGREEMENT BETWEEN THE SUPERINTENDENT
OF WINDSOR CENTRAL SCHOOLS
AND WINDSOR ADMINISTRATORS' ASSOCIATION AND
IMPLEMENTED BY THE BOARD OF EDUCATION

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 Windsor Central School District (hereinafter called "Board") and its supervisory and administrative employees (hereinafter called "Administrators"), represented by the Windsor Administrators' Association (hereinafter called "Association"), the Chief Executive Officer of the Board (hereinafter called "Superintendent") and the Association enter this Agreement.

ARTICLE I: RECOGNITION

1. The Windsor Central School District recognizes the Windsor Administrators' Association as the exclusive representative under the Article XIV of the Civil Service Law, the Public Employees Fair Employment Act (Taylor Law) for professional certified administrative and supervisory personnel within the Windsor Central School District. The present position titles to be covered by this recognition are: Building Principals, Associate Principals, and Director of Physical Education & Athletics.

ARTICLE II: NEGOTIATION PROCEDURES

1. Between December 1 and January 1 of the year in which this Agreement terminates, both parties agree to exchange complete proposals. Commencement of negotiations on the same shall begin at a mutually acceptable date.

2. The Board and Superintendent agree to furnish the Professional Negotiators Committee information concerning financial records of the District in order to assist the Association in developing and supporting its proposals.

ARTICLE III: 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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE IV: 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 V: RIGHTS AND RESPONSIBILITIES OF ADMINISTRATOR

1. The Administrator/Supervisor may be consulted by the Superintendent or his/her designee prior to actions affecting personnel or program within the Administrator/Supervisor's assigned area of supervision.
2. The Administrator responsible for supervision may be consulted in matters of professional or non-professional personnel selection, assignment, transfer, or evaluation related to any program conducted in his/her building, including those areas supervised by the department coordinator.
3. A copy of all Board agendas and Board minutes shall be sent or given to the Association President at the same time as sent or given to the Board of Education.

ARTICLE VI: PROFESSIONAL DEVELOPMENT

1. Administrators may be granted leave without loss of salary or benefits for conferences, workshops, clinics, seminars, school visitations, dinner meetings, or meetings (hereinafter referred to as conferences) which are pertinent to the area in which they work. All conferences need prior approval by the Board or its delegated representative.
2. Reimbursement is allowable for necessary expenditures for room, board, travel (at IRS guidelines) and registration. District owned vehicles will be used whenever possible.
3. When driving other than school vehicles, mileage may be claimed, at IRS guidelines, by administrators whose assigned duties require travel to more than one district building. Mileage may also be claimed for official school business during the day or night when so required.
4. Reimbursement will be allowed for all other professional development as deemed necessary by the Board for any administrator.

ARTICLE VII: DUES DEDUCTION

1. The Board shall deduct from the salary of each Administrator, who so authorizes in writing on an agreed upon form, dues for membership in the Windsor Administrators' Association and its other appropriate affiliates so designated by the Administrator, and shall promptly transmit the deductions to that organization.
2. Deduction authorizations shall continue in full force and effect until the Administrator notifies both the District and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the business office.
3. The District and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this article.
4. The Board agrees to make certain other deductions from the individual salaries of its administrators upon the request, in writing, of the person concerned. Items for which payroll deduction shall be granted include: Broome United Way, payments to Broome County Teachers' Federal Credit Union, Teachers' Retirement Loan, and annuities having three (3) or more members for a new plan.

ARTICLE VIII: PROTECTION OF PROFESSIONAL REPUTATION

1. Complaints by staff members, by parents of students, by students, community organizations, Board of Education members or other interested parties, which are directed towards an Administrator shall be called to the Administrator's attention as soon as practicable by the Superintendent and if an answer is called for, the Administrator shall have the opportunity to reply.
2. 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, with the Superintendent and/or Board with Association agent present, and the opportunity of making a written reply. Administrators are not expected to respond to non-specific or anonymous complaints.
3. Before a formal charge is made against an Administrator that he/she is not satisfactorily carrying out his/her professional obligations, the Association may be apprised of the situation and its good offices may be sought to avoid such a confrontation.

4. No material derogatory of an Administrator shall be placed in the personnel file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material. The Administrator will also have the right to submit a written answer to the material and his/her answer shall be reviewed by the Superintendent, initialed by him, and attached to the file copy.

5. An administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. An Administrator shall be entitled to have a representative of the Association, selected by the Association, accompany him/her during the review. The Administrator's review must take place on a working day. Twenty-four (24) hours notice will be required.

6. Where the Board has reason for access to an Administrator's file, the Administrator shall be so apprised by the Superintendent beforehand.

7. No one shall have access to an Administrator's file except those so designated by law.

8. References and information obtained prior to the employment of the Administrator shall be held in confidence.

ARTICLE IX: EVALUATION

Evaluation of Administrators shall be done only by the Superintendent or the Administrator's immediate supervisor within the agreed upon organizational structure. The time and form of the evaluation shall be mutually agreed upon by the Association and the Superintendent.

ARTICLE X: ADMINISTRATIVE ASSIGNMENT AND TRANSFER

1. Any plan that places an Administrator in jeopardy of transfer, position abolishment or re-assignment shall be thoroughly discussed with the Administrator in question prior to any action taken by the District.

2. Discussion concerning such plan shall occur in a reasonable amount of time and as soon as possible so the Administrator in question can be reasonably apprised.

ARTICLE XI: ADMINISTRATIVE EMPLOYMENT

1. The private and personal life of an Administrator is not within the appropriate concern or attention of the Board except as it may interfere with the Administrator's responsibilities.

2. Administrators shall be entitled to full rights of citizenship and no religious activities or political activities of any Administrator (provided such activities do not conflict or interfere with the performance of his/her assignments and professional responsibilities) or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Administrators.

3. Prior accumulated sick leave days shall be transferred up to a total of twenty (20) days as agreed at the time of initial employment.

4. Twelve month employees shall have 22 vacation days to be taken any time during the year with the prior approval of the Superintendent.

5. Twelve month employees shall have thirteen (13) paid holidays per year. Prior to July 1 of each year the President of the Administrators' Association shall meet with the Superintendent of Schools to prepare a schedule of holidays for the following year.

6. (A) Eleven month employees shall work from September 1 through June 30 following the teachers' calendar. They shall also work an additional twenty (20) days equaling an eleventh month.

(B) Ten and one-half month employees shall work from September 1 through June 30 following the Teachers' calendar. They shall also work an additional ten (10) days during July and August.

7. The following positions are twelve month positions:

- High School Principal
- Building Principal - Alice Freeman Palmer Elementary/Windsor Central Middle School
- Associate Principal - Alice Freeman Palmer Elementary/Windsor Central Middle School
- Building Principal - Floyd L. Bell Elementary School
- Building Principal - C. R. Weeks Elementary School

8. The following positions are eleven month positions:

- Associate High School Principal

9. The following position is a ten and one-half month position:

- Director of Physical Education and Athletics

The District reserves the right to redefine the work year of any position when it becomes vacant.

ARTICLE XII: DISABILITY INSURANCE

A Disability Insurance program will be provided by the District. The District will pay up to an average of \$1,500 per Administrator to provide coverage to all members of the unit. A committee consisting of two Association members and two people appointed by the Superintendent shall annually review the plan and decide if any improvements shall be made.

ARTICLE XIII: LEAVE FOR ADMINISTRATORS

A. The District shall make available, to each member of the bargaining unit, a total of 16 days of paid leave to be used in the following ways:

1. Personal Illness
Limit - 16 days (illness of such a nature as to render an Administrator unfit for service)
2. Family Illness
Limit - 5 days (illness of a serious nature)
3. Personal
Limit - 2 days (one of which is very personal and requires no reason)

B. Unused leave under this section shall be allowed to accumulate as sick leave.

C. The paid leave days above shall be increased by one (1) for 11 month employees and by two (2) for twelve month employees.

D. For purposes of Family Illness only, Family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, or member of household.

E. Family Illness may be extended by application to and approval by the Board of Education.

F. Personal Leave is for business that cannot be conducted any other time than during the regular school day. Personal days may not be used for the purpose of extending holidays or recesses. Personal days may not be taken for personal gain. Appropriate district forms are to be used for application for such leave.

G. Conference attendance as approved per the contract will not be charged as personal leave.

H. An Administrator who is unable to perform his/her duties because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability.

OTHER LEAVES

A. Jury Duty - Administrators, upon application to the Superintendent shall be allowed absence with pay to comply with official summons for Jury Duty and court appearances. Pay for such appearances will be less the amount received from the Government for Jury Duty and will not be charged against personal leave.

B. Military Leave - Administrators absent for Military Duty shall have all rights and privileges accorded by Section 242 and 243 and other pertinent provisions of the New York Military Law, as the same may be amended from time to time. Such leave shall not be charged against personal leave.

C. Bereavement Leave - The District shall make available to each member of the bargaining unit five (5) days of bereavement leave for death in the family. For purposes of this section, family shall be defined as: spouse, mother, father, brother, sister, son, daughter, aunt, uncle, step children, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and members of the household. If more bereavement leave is needed, application to and approval by the Board of Education is necessary.

LEAVES OF ABSENCE

A. Parental Leave - Unpaid parental leave shall be granted to Administrators for periods not to exceed two (2) years. Request for such leave must be made to the Superintendent at least thirty (30) days before the intended date of leave. If an Administrator wishes to return prior to the expiration date of a leave, such return may be effectuated upon a mutual arrangement between the Administrator and the Superintendent.

Administrators returning from parental leave shall receive the same level of salary which they were receiving when the leave commenced except Administrators commencing leave after five full months of service shall receive the next highest level of payment when returning in another school year. There

shall be no loss of accumulated benefits or tenured rights upon returning to employment.

B. Military - Military leave will be granted to any Administrator who is required to serve in any branch of the Armed Forces of the United States. Upon return from such leave, an Administrator will be placed at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of two (2) years subject to the provisions of the New York State Education Law.

C. Unpaid Leaves of Absence - The Board may grant an unpaid leave of absence of up to two (2) years to any tenured Administrator for the purpose of participating in exchange programs or administrative programs in other states, territories, or countries, provided said Administrator states his/her intention to return to the school system. Upon return from such leave, an Administrator will be placed at the same level as he/she would have been had he/she served in the District during such period.

D. Unpaid Leave of Absence - The Board may grant an unpaid leave of absence of up to two (2) years to any Administrator for medical or valid need reasons.

SABBATICAL LEAVES

A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, an Administrator may be granted a Sabbatical leave of absence after his/her seventh consecutive year of administration in the District subject to the following conditions:

1. The application for sabbatical leave will be reviewed by the Superintendent who, in turn, will report such request to the Board of Education with accompanying recommendation as to approval or non-approval and reasons for such recommendation.

2. Written request for sabbatical leave will be submitted to the Superintendent no later than February 15 of the school year preceding the school year for which the request is made. The award of sabbatical leave(s) will be made by the Board no later than April 15 of the school year prior to the school year for which the awards are made.

3. An Administrator on sabbatical shall receive the scheduled increments and/or adjustments in salary and credit towards retirement the same as he/she would have received were he/she occupying his/her regular assignment.

4. The Administrator will return to the District after completion of the leave and remain for at least two (2) school years or refund the compensation paid him/her by the District.

B. Sabbatical leaves will be granted at the rate of one-half salary, with all benefits, for one (1) full academic year for those Administrators with ten (10) years of service in the District and three fourths (3/4) salary for Administrators of fifteen (15) years or more of service in the District.

C. Any Grant of Scholarship monies received by the Administrator as part of such sabbatical shall be the Administrator's, up to an amount of money that would equal the Administrator's normal annual salary for the year in which the sabbatical is taken. The monies in excess of said salary shall be turned over to the District. Application of total monies includes salary found in item B.

ARTICLE XIV: INSURANCE

A. The District will provide health insurance coverage under the Blue Cross Blue Shield Select Blue Central New York Health Plan which includes prescription drugs (\$2/\$5 co-pay) and alcoholism coverage. The District will pay 97 percent for individual coverage and 92 percent for dependent coverage.

1. Effective July 1, 1994, the employee co-pay amount on the prescription card shall increase to \$2 per prescription for generic usage and to \$5 per prescription for non-generic usage.

2. Effective July 1, 1994, the District will implement a pre-tax premium program.

3. The District shall establish a flexible benefit plan pursuant to the IRS regulations. This plan may be utilized for insurance premium payments, dependent care and unreimbursed medical expenses. The maximum amount to be designed for premium payments and unreimbursed medical expenses shall be \$1,500. It is expected that the administration of these accounts will result in no net cost to the District.

B. The health insurance coverage will also provide for:

1. A guarantee of coverage for a disabled Administrator for up to two (2) years from the date that the Administrator begins his/her disability leave.

2. A guarantee of coverage for retired Administrators at the 50/50 rate.

3. A guarantee of coverage for surviving spouse and dependents providing said survivors pay 100 percent of the premium rate.

C. 1. The District will provide dental insurance coverage under the Blue Shield Dental Plan, Prime Blue Plan, Option I and II, with 50% reimbursement for Options III and IV. Dental coverage will be provided at the 97/92% rate.

2. Effective July 1, 1994, the District will implement a pre-tax premium program.

D. The District may, at its option, provide for health insurance coverage under the Blue Cross and Blue Shield Premium Credit Plan B. Should the District change to this plan, it agrees to make at least a one-time annual adjustment in Administrators' contribution rates. No Administrator shall suffer any loss of benefits as a result of the District implementing the aforementioned plan.

E. Credit will be given for unused sick leave days at the time of retirement towards paying a retired Administrator's individual Blue Cross and Blue Shield premiums at the rate of \$60.00 for each accumulated day.

ARTICLE XV: COMPENSATION

Salaries shall be increased by 4.0 percent over 2000-2001 salaries for the 2001-2002 school year; by 4.1 percent over 2001-2002 for the 2002-2003 school year; and by 4.4 percent over 2002-2003 for the 2003-2004 school year.

ARTICLE XVI: GRIEVANCE

A. Declaration of Policy - In order to establish a more harmonious and cooperative relationship between the Board and the Administrators, it is hereby declared to be the purpose of this Article to provide for settlement of differences promptly and fairly through procedures under which Administrators may present grievances free from coercion, interference, restraint, discrimination or reprisal.

B. Definitions:

1. A grievance shall be any claim by an Administrator or group of Administrators or the Association on its own behalf that there has been a violation of the Agreement.

2. "Grievant" means the party named as the aggrieved; this can be the Association.

3. "Party-in-Interest" means any party named in a grievance who is not the aggrieved party, including the Association.

4. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

5. Failure in the Association to meet the time limits defined below shall cause the grievance to be void.

C. PROCEDURES

Step 1: Superintendent - Informal

If an Administrator is not able to settle a grievance after talking it over with his/her immediate superior, he/she will discuss it with the Superintendent through an Association representative with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be within 15 school days of when the grievant knows or should have known of the grievance. The Superintendent shall confer with all parties-in-interest with the intent of resolving the grievance.

If the Superintendent has not met with the Association Representative within 15 days of grievant's request, grievant may make the grievance to step 2.

Step 2: Superintendent - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within five (5) school days of the meeting at Step 1. Within five (5) school days after the written grievance is presented to him, the Superintendent shall, without any further consultation with the aggrieved party, or any party-in-interest, give his decision and reasoning.

Step 3: Board

a. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within ten (10) school days after the Superintendent has given his decision.

b. Within ten (10) school days after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be in executive session with an Association Representative present.

c. The Board or sub-committee of the Board shall give its decision, with reasoning, within five (5) school days after the conclusion of the hearing.

Step 4: Arbitration

a. Within thirty (30) days of receiving the decision of the Board, the Association may decide, by written notice to the Board, to take the grievance to arbitration pursuant to the Rules of Procedure of the American Arbitration Association.

b. The hearing shall start within fourteen (14) days of the designation of the arbitrator.

c. If there is a dispute over arbitrability, this shall be the threshold question decided by the arbitrator.

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

ARTICLE XVII: RETIREMENT INCENTIVE

A. An Administrator who retires and meets the eligibility requirements set forth in paragraph 2 of this article shall be eligible for an early retirement incentive as provided for in paragraph 3 of this article.

B. In order to be eligible for an early retirement incentive an Administrator:

1. Have worked in the District at least fifteen (15) years, and
2. Retire the first year that he/she becomes eligible in accordance with the rules and regulations of the New York State Teachers' Retirement System, or the New York State Employees' Retirement System.
3. Provide the District with a letter of resignation/retirement by February 1 of the school year preceding the school year in which he/she intends to retire.

C. An Administrator who is eligible for an early retirement incentive shall be paid said incentive in accordance with the following formula: $S \times D = I$, where, S = the number of an Administrator's unused sick leave days, $D = \$60.00$, and I = the early retirement incentive.

D. An Administrator shall be paid his/her early retirement incentive no later than the last calendar day of the fiscal year in which he/she retires.

E. An Administrator who meets the eligibility requirements in subdivision 1 of paragraph B and who retires in the New York State Teachers' Retirement System, or the New York State Employees' Retirement System, with a disability retirement, shall be eligible for an early retirement incentive in accordance with the provisions of paragraph C and D of this article.

ARTICLE XVIII: LONGEVITY CREDIT

Administrators will receive a longevity credit of \$100 for every five years of service in the District.

ARTICLE XIX: DURATION OF AGREEMENT

This contract shall be in effect for the period July 1, 2001 through June 30, 2004.

July 11, 2001
Date

Donald J. Breeman
Windsor Administrators' Association
President

7/11/01
Date

Oliver W. Blake, Jr.
Superintendent of Schools