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**Contract Database Metadata Elements**

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**Employer Name: Altmar Parish Williamstown Central School District**

**Union: Altmar Parish Williamstown Administrators' Association**

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4464

July 1, 2003 - June 30, 2006

## Agreement

Between the

Altmar Parish Williamstown  
Central School District

and the

Altmar Parish Williamstown  
Administrators' Association

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## **I. UNIT MEMBERSHIP**

The membership of the Administrative Bargaining Unit is comprised of the Building Principals, Assistant Principals, Director of Pupil Personnel Services, Director of Information Services, and the Director of Health, Physical Education and Athletics. The Building Principals, Director Information Services, HPEA and the Director of Pupil Personnel Services are 12-month employees. The Assistant Principals are 11-month employees. Unit members that are 11-month employees are expected to work weekdays from September 1<sup>st</sup> through June 30<sup>th</sup>, except for the approved Administrative Holidays, unless vacation leave has been approved. The eleventh month of employment will be 20 days of work during July and/or August, to be approved by the immediate supervisor.

## **II. EVALUATION OF ADMINISTRATORS**

### **A. Purposes of Evaluations**

1. The purposes of evaluations are to improve the quality of education in the Altmar-Parish-Williamstown Central School District, to help administrators improve their skills and to compile information to use as one of the bases to validate decisions concerning continuation of employment.
2. The superintendent will evaluate all building principals, and directors as described in Item I. The assistant principals will be evaluated by their building principals.

### **B. Goal Setting**

At a time mutually agreed upon, but prior to the opening of school, each building administrator and director will review with the superintendent their goals for the approaching academic year. The goals must be written and reflect the greatest needs of their building or department and, wherever possible, based on data driven analysis. Accompanying these goals should be written timelines and measuring devices to be used to determine success.

### **C. Review Sessions**

Administrators should arrange review sessions with the superintendent to demonstrate their progress toward achieving their goals. At least one session should be held before April 1<sup>st</sup>.

### **D. Evaluation Reports and Conferences**

1. The superintendent will evaluate, in writing, each administrator under his charge before May 1<sup>st</sup>. A conference must be arranged to review such reports.
2. Building Principals will evaluate their assistants according to a plan that they set up at the beginning of the school year.

### III. VACATIONS

Vacation leave will be granted according to the following schedule:

For 12 month employees:

<u>Years of Experience</u>	<u>Vacation Leave</u>
0 to 10 years	20 days/year
over 10 years	25 days/year

For 11 month employees: 15 days/year.

- (a) Experience is defined as years of service as an administrator in the district.
- (b) Vacation - Unit members are encouraged to take vacation leave when students are not in session. However, with the approval of the Superintendent, up to five (5) days may be taken when students are in session.
- (c) Administrators are encouraged to utilize all vacation in the school year that such time is granted. If, however, an administrator is unable to utilize all vacation time in a given school year, the administrator is permitted to carry over any unused vacation days, but such days must be used by September 1<sup>st</sup> of the next school year. If such "carry over" days are not used by September 1<sup>st</sup>, such days will become part of the Administrator's personal "unused sick day accumulation".

#### IV. HOLIDAYS

Members of the Administrators' Association will be given the same holidays as those granted to members of the Civil Service Employees Association.

#### V. INSURANCE

The district will provide the following coverages to unit members:

- (a) Life Insurance - \$40,000 - District pays 100%.
- (b) Dental Insurance - The District will provide the Blue Cross/Blue Shield Traditional Plan or equivalent for each unit member. The District will pay 92% of the cost for both individual and dependent plans.
- (c) Major Medical and Basic Health Insurance Coverages - will be provided each unit member in accordance with programs provided the unit members of the APW Faculty Association. The District pays 92% of the cost for both individual and dependent plans.
- (d) IRS 125 Flexible Spending Program - The District will enroll unit members in the IRS 125 Flexible Spending Program from which employee contributions toward the Health Insurance premiums will be paid.
- (e) Vision Insurance - The District will provide the Blue Cross/Blue Shield Focus Vision plan or its equivalent for each unit member. The District will pay 92% of the cost for both individual and dependent plans.
- (f) Employee Assistance Program - All unit members shall participate in the District's Employee Assistance Program at no cost to the employees.

In the event a member of the bargaining unit is not insurable at the regular rate for a person their age, the District will pay a premium equal to the regular rate towards an insurance policy that the administrator purchases.

Unit members shall also have the option of electing to take the premium cost of the life insurance in additional salary and purchasing his/her own insurance.

## **VI. PAID LEAVES OF ABSENCE**

### **A. PERSONAL OR FAMILY ILLNESS**

- 1) Twelve-month unit members will receive 18 days per year for personal or family illness. Eleven-month unit members will receive 16.5 days per year for personal or family illness.
- 2) Unused personal or family illness days for 12-month unit members may accumulate to a maximum of 240 days. Unused personal or family illness days for 11-month unit members may accumulate to 230 days. Any unused days that exceed the aforementioned maximum as of the end of June, will not be cumulative.
- 3) With the approval of the Superintendent, a maximum of 3 days per year may be taken for personal leave, to be deducted from the yearly allotment of personal or family illness leave days. Whenever possible, a 72 hour notice should be given.
- 4) The above notwithstanding, such personal days and/or days without pay shall not be used to extend a vacation period in either direction, except in the case of emergency with approval of the Superintendent or his/her designee. The decision of the Superintendent shall not be subject to the grievance procedure and shall not constitute a precedent for any future requests.
- 5) Upon retirement, i.e., the time the employee draws benefits from the New York State Teachers' Retirement System, an employee shall receive a lump sum retirement equivalent to \$60.00 times the number of sick days he/she has accumulated at the time of retirement. However, under no circumstances will the "lump sum retirement award" for unused sick leave be calculated by a "number of days" factor that is greater than the contractually agreed upon maximum number of allowable accumulated sick leave.

### **B. BEREAVEMENT LEAVE**

The district will grant a unit member up to 5 school days in the event of a death in the member's immediate family, i.e., spouse, child, parent, sibling, mother-in-law, father-in-law, or household member residing with the employee.

## **VII. DUES DEDUCTION**

Payroll deduction for membership dues in the School Administrators Association of New York State will be made available to members of the bargaining unit.

## **VIII. PHYSICAL EXAMS**

The District requires that each administrator has an annual physical examination before September 1<sup>st</sup> of each fiscal year, and that a copy of the exam results be filed with the

Superintendent of Schools for placement in the administrator's personnel folder. The District will pay up to \$200 for the cost of any such examination after the exam has been submitted to the employee's health insurance plan for payment.

## **IX. GRADUATE COURSES**

The District agrees to reimburse administrators the cost of tuition for courses taken and passed at an accredited institution up to one semester course per year. Administrators must receive approval of the Superintendent for the course prior to the beginning of the course if tuition reimbursement is expected.

## **X. GRIEVANCE AND ARBITRATION PROCEDURE**

### **1. Definitions**

- A. Grievance: A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.
- B. Immediate Supervisor: The School District employee to whom the bargaining unit employee is directly responsible (Superintendent or Building Principal).

### **2. Procedure**

A grievance may be raised by an employee within the negotiating unit covered by this Agreement. Once a grievance is raised, the following procedure must be pursued.

#### **Step 1 – Informal Stage**

A grievance shall first be discussed orally by the grievant with his/her immediate supervisor.

#### **Step 2 – Formal Stage**

- a) Any grievance not resolved in Step 1 shall be reduced to writing, signed by the employee and presented to the Superintendent (with a copy to the immediate supervisor, if not the Superintendent) within ten (10) regular work days following the occurrence giving rise to the grievance. The written grievance must be signed and set forth the specific claim and the remedy sought, along with a statement of the facts surrounding the grievance.
- b) The Superintendent may call a meeting of the parties within ten (10) regular workdays after the presentation of the written grievance referred to in paragraph A. above, in order to clarify all of the facts, and positions of the affected staff with respect to the grievance. Within twenty (20) regular work days after the presentation of the written

grievance referred to in paragraph A. above, the Superintendent will deliver his/her decision in writing to the grievant, with copies to the Association President.

### **Step 3 – Arbitration**

- A. If the aggrieved party is not satisfied with the decision at Step 2, and the Association determines that the grievance is meritorious, they may, within a time limit of twenty (20) calendar days after receipt of the Step 2 answer, submit the unresolved grievance in writing (copy to the Superintendent) to a mutually agreed upon arbitrator, or, if none, to the Public Employment Relations Board.
- B. The arbitrator selected shall hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.
- C. The decision or award rendered by the designated arbitrator shall be advisory only and non-binding on the parties.
- D. The fees and expenses of the arbitrator will be shared equally by the District and the Association.
- E. The Association shall have the option of waiving the Step 3 advisory arbitration state, and proceed directly from Step 2 to Step 4.

### **Step 4 – Appeal Stage**

If the aggrieved party is still not satisfied with the decision, he/she may within fifteen (15) school days after the receipt of the arbitrator's recommendation, or after receipt of the Superintendent's decision in Step 2, in the event that Step 3 advisory arbitration is waived, make a written request to the Board of Education for review and determination. The Board will then hold an executive session on the grievance. Within fifteen (15) school days after the session, the Board will issue the final decision on the grievance.



**XI. RETIREMENT BENEFITS**

Administrators who retire from the Altmar Parish Williamstown School District may elect to continue health and dental insurance coverage under the District insurance plans with the same benefits, the same District contribution, and with the same class of coverage (i.e., individual or family) as was in effect one year to the date of the administrator's retirement. Any increase in benefits accorded active District employees after an administrator's retirement shall be available to the retired administrator, and the cost of such improvement shall be pro-rated at the rate of contribution in effect at the time of retirement of such administrator. District contributions to a retiree's health insurance premium shall terminate upon the retired administrator's becoming eligible for Medicare. Each retiring administrator will also receive a stipend equivalent to \$1,000 for each year of service in the district. To be eligible for these benefits, administrators will have had to work in the District for at least five (5) years.

**XII. ADMINISTRATIVE TRANSFER**

Members of the Administrators' Association who express a desire to be considered for an administrative opening in the district will be afforded the courtesy of an interview with the Superintendent of Schools prior to the posting of any administrative position. All members of the Administrators' Association will be notified of any administrative openings as soon as they become available and will have ten (10) business days to advise the Superintendent of their desire to be considered for the opening.

Staff assignments, however, are within the discretion of the superintendent as long as the assignments are within the proper tenure or civil service area.

**XIII. PROFESSIONAL RELATIONSHIP**

In order to effectively fulfill performance responsibilities of their positions by adhering to and enforcing the collective bargaining agreements with other district units (e.g., Teachers' Association, Civil Service, Clerical, etc.), the members of the Administrators' Association will have input into District negotiation proposals for these units.

#### XIV. MEETINGS WITH THE BOARD OF EDUCATION

In order to facilitate articulation between the District and the APWAA, both parties agree to meet together a minimum of two (2) times during each school year (preferably once in the Fall and once in the Spring). Every effort will be made by the Superintendent to give adequate notice for BOE reports and/or appearances.

#### XV. SALARY

To the extent feasible and upon receipt of a properly signed authorization from the administrator, the District will arrange for direct deposit of the employee's paycheck.

- c) 2003-2004 fiscal year – the salary paid each unit member will be increased by 3% over the annual salary agreed to for the 2002-2003 fiscal year.
- d) 2004-2005 fiscal year – the salary paid each unit member will be increased by 3.25% over the annual salary agreed to for the 2003-2004 fiscal year.
- e) 2005-2006 fiscal year – the salary paid each unit member will be increased by 3.5% over the annual salary agreed to for the 2004-2005 fiscal year.

In each of the latter two years of the agreement, the Superintendent may award an additional merit stipend of .5% of the unit members' salary, to be added to the base pay, to be given for superior performance by the individual. Merit stipends will not be automatic and will be subject to the following criteria:

1. Exceeding goal expectations.
2. Playing a significant role in assuring: student success on the NY State Assessments and Regent's Exams; a positive student disciplinary experience; and a strong and beneficial parent/community relationship.
3. Demonstrating value as a district team player.

In the latter two years of the agreement, an additional .5% stipend may be awarded to one unit member who has demonstrated some exemplary service to the APW School District during the school year.


These stipends will be decided upon by the Superintendent in early June and given as a separate check before the end of the school year.

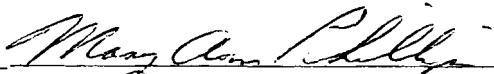
**XVI. CONTRACT AMENDMENT**

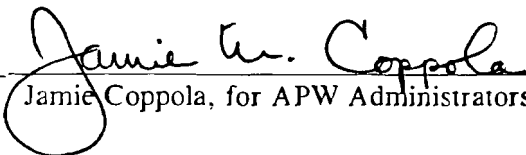
This agreement may only be altered or amended by mutual consent of the parties.

**XVII. DURATION OF AGREEMENT**

This contract shall be retroactively effective from July 1, 2003 and shall continue in effect through June 30, 2006.

Dated: 8/5/04 by:   
Superintendent of Schools

Dated: 8/11/04 by:   
Mary Ann Phillips, President, APW Board of Education

Dated: 6/29/04 by:   
Jamie Coppola, for APW Administrators' Association