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AGREEMENT

BETWEEN THE SUPERINTENDENT

WHEATLAND-CHILI CENTRAL
SCHOOL DISTRICT

AND THE

WHEATLAND-CHILI
ADMINISTRATORS ASSOCIATION

2009-2012



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Article I - Recognition

The Wheatland-Chili Central School District hereinafter called the "District," having determined that the Wheatland-Chili Administrators Association, hereinafter called the "Association," is supported by a majority of administrators in a unit composed of all professional, regularly employed, full time (ten, eleven, and twelve month) certified administrative personnel, except the Superintendent, has recognized the Wheatland-Chili Administrators Association as the exclusive negotiating agent within the terms of the law for the administrators in such unit, and will grant unchallenged representation to it for the maximum period permitted by law.

Article II - No-Strike

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees" Fair Employment Act," the Wheatland-Chili Administrators Association does hereby affirm that:

1. It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
2. This affirmation has been duly authorized by the Board of the Wheatland-Chili Administrators Association.

Any or all newly created or substantially altered administrators' positions with similar community of interests shall be included in this recognition.

Article III - Duration of Agreement

The term of this agreement by and between the District and the Association shall commence on [July 1, 2009](#) and end on [June 30, 2012](#).

Article IV -Negotiation Procedures

- A. Further Negotiations. It is contemplated that terms and conditions of employment provided through this agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties shall cooperate in meeting to discuss matters that may from time to time arise that are of vital mutual concern to the parties and which may not have been fully or adequately negotiated between them.
- B. Facts and Views. All reports and announcements emanating from the negotiations which may be issued to parties outside of the Association and the District shall be issued only after consultation by both parties.
- C. Proposals. It is agreed that the District and the Association shall simultaneously exchange proposals at a mutually agreed upon time.

ARTICLE V - FAIR DISMISSAL

- A. No unit member shall be dismissed or disciplined except for just cause as provided in this Article.
- B. Unit members with more than two years and one day service.
 - 1. If the District is considering the dismissal of the unit member for reasons of professional performance, the unit member, Association representative designated by the unit member, and superintendent or designee shall meet to discuss improving the unit member's performance in order to continue employment. The unit member shall be provided no less than 80 days to improve that performance.
 - 2. If the District is considering the dismissal of the unit member for reasons other than professional performance, the unit member, Association representative designated by the unit member, and superintendent or designee shall meet to discuss the reasons for considering dismissal. This meeting will take place at least seven (7) days prior to the superintendent's recommendation.
 - 3. Following the actions in "B.1." or "B.2." and if the superintendent determines that a commendation of dismissal is appropriate, the unit member shall be notified of the specific reasons for the recommendation of dismissal, with a copy to the Association President. Within ten (10) days of receipt of this recommendation, the unit member may request submission to arbitration pursuant to Article XV, Stage 3, herein; provided that the reasons for denial of tenure at the completion of the probationary term shall not be subject to arbitration.
 - 4. This procedure is the sole and exclusive method for the discipline or dismissal of such unit members.
- C. Unit members with less than two years and one day service.
 - 1. In the event that the superintendent recommends to the Board dismissal of such unit members, the unit member may, within ten (10) school days of receipt of the recommendation, request a hearing before the Board by delivery of a written request for hearing to the Clerk of the Board. The hearing will be held in executive session within ten (10) school days of the unit member's request or the Board may designate one or two members to hear the matter. Within five (5) school days of the hearing, the Board will render its written decision, and may dismiss or retain the unit member or impose a lesser penalty. The Board's decision is not subject to Article XV, Stage 3, herein. This procedure shall be in lieu of Section 3031 of the Education Law.
- D. Any suspension pending arbitration will be with pay unless otherwise permitted under Education Law.

Article VI - Confidentiality of Personnel Discussions

- A. Every effort shall be made to insure that all discussions of the conduct, performance, and/or employment status of unit members engaged in by the superintendent and the Board of Education shall be conducted in a private and confidential manner and shall not be conducted in such a manner as to unjustly damage the professional standing of any unit member.
- B. Prior to the superintendent formally discussing with the Board of Education the conduct or performance of a unit member wherein action is desired, the superintendent shall so notify the unit member and assure that the unit member has an opportunity to present appropriate information to the superintendent for review.
- C. In the event the superintendent decides, after the above review, to formally discuss with the Board of Education the conduct or performance of a unit member, or if a Board member initiates such discussion without administrative action, the unit member shall be advised of such meeting and allowed to attend such meeting for the purpose of presenting to the Board of Education appropriate information prior to the Board's taking action.

- D. Discussions regarding the conduct, performance, and/or employment status of unit members shall be treated in a confidential manner and shall be conducted by the superintendent and/or elected members of the Board of Education.
- E. It is the intent of the parties that matters relating to the conduct, performance, and/or employment status of unit members shall not be discussed in the presence of any member of the student body of the Wheatland-Chili Central School District. This is to include any members of the student body who serve by appointment or by election as student representatives to the Board of Education.

Article VII - Seniority

- A. Seniority shall be computed from the most recent date of hire in the District in a position contained within the definition of the Unit (Article I).
- B. Seniority shall accumulate only while the administrator is a member of the bargaining unit. Seniority shall not be allowed to accumulate while a unit member is on an unpaid leave of absence. Unit members shall have their seniority frozen while on unpaid leave.
- C. Seniority shall be broken for any of the following:
 - 1. Discharge
 - 2. Resignation
 - 3. Failure to return from leave of absence
 - 4. At the expiration of seven(7) years from date of layoff

Article VIII - Effect on Future Changes

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association president shall meet with the superintendent for the purpose of fully discussing and understanding such changes and resolving any differences. Should any differences remain, the Association shall have the right to meet with the Board to resolve these differences, provided a request is made within ten(10) school days after the meeting with the superintendent. When the differences are resolved, the Board and the Association agree to assist in the implementation of the change.

Article IX - Health, Life, and Dental Insurance

A. Health Insurance Plan

1. District Contribution

The district shall pay 85% of the premium costs of the [Blue Point 2](#) Select Plan or 100% of the other plan selected by the employee beyond the cost of Blue Point 2 Value.

2. Plan Administration

- a. Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.

B. Life Insurance

Term insurance shall be offered to all administrators in the amount of \$20,000 with the costs of such a policy to be shared equally between the District and the administrators. It should be emphasized that administrators' participation in such a plan is voluntary. If permitted by the insurance carrier, unit members may add units equal to \$10,000 at their own expense.

C. Dental Insurance

The district agrees to provide a district sponsored dental expense reimbursement program to all unit members. Effective November 1, 1992, the schedule of benefits shall be that provided by the Blue Cross-Blue Shield Smile Saver II Program, but with 80% of the Schedule of Allowances for preventive and diagnostic services and as provided for restoration services. ~~The annual maximum per covered person shall be \$500. There is no maximum benefit on prevention and diagnostic services.~~

D. Flexible Benefits

The district will establish a flexible benefit program, at the discretion of and funded by the unit member for the following expenses: HMO premium, health insurance premiums, dental insurance premium, group life insurance premiums, child care expenses, out-of-pocket medical or dental expenses. The flexible benefit program will be subject to IRS approval.

The district will contribute to the employee's plan as follows:

2009-10	\$300 Family	\$250 Single
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105 Plan

A 105 Plan shall be established effective July 1, 2010. The District will contribute District contributions to the Flexible Benefit plan will cease but employees will have the opportunity to contribute to this plan.

The district shall contribute the following to the 105 Plan:

2010-11	\$500Family	\$300 Single
2011-12	\$500Family	\$300 Single

E. Retirement Provision

Any unit member who is in Tier I or Tier II of the TRS and has attained the age of 55 or older, or who is otherwise eligible to retire and collect benefits, or who is in Tier III or Tier IV and attained the age of 62 or older, or who is otherwise eligible to retire and collect benefits, who also has either five (5) or more consecutive years of full time service in the capacity of an administrator in the district and a minimum of fifteen (15) years of credited service in the TRS or a minimum of 20 consecutive years of combined full time service as a teacher and an administrator in the district, may upon his/her retirement from the district receive the following benefits under this provision:

1. The district shall annually contribute towards the premium for any of the district's health care plans elected by the retiree, individual or family, an amount equal to 85% of the premium for Blue Point 2 Select. The retiree may elect coverage under any plan available to active employees but will personally incur the cost difference between such a plan and Blue Point 2 Select.
2. If the retiree has accrued sick leave upon the effective date of retirement, each block of 20 sick leave days may be applied to increase the final rate paid by the district by one year. For example if the employee retires in July, 1996 but had 40 accrued sick leave days at the date of retirement, then the district shall be obligated to pay any inflationary increases for that coverage for the next two years,

and the retired employee shall not be responsible to pay for the new annual inflationary increases for that coverage until August, 1998. The maximum number of sick days that will be usable for this purpose shall be 200. Partial blocks of fewer than 20 days shall not be usable for this purpose.

When a retiree becomes eligible for Medicare coverage, the amount of the annual premium paid by the district shall be reduced by the amount of any corresponding premium reductions.

3. The retiree must be enrolled in a district health care plan at the effective date of the retirement to be eligible for any provisions of this benefit. Continuation of the benefit requires the participant to maintain enrollment in a district plan.
4. ~~Former administrators who retired from the Wheatland-Chili Central School District prior to July 1, 1992, shall continue at the same level of health care benefit that was in effect as of the date of their retirement without change.~~
5. Retired employees receiving benefits from the district under this provision must remit payment in full to the district for any premium charges within sixty days of billing, or eligibility for coverage shall be rescinded. If after thirty days the district has not received payment for premiums due, the district shall notify the retiree by registered letter of the consequences of non-payment. Also, a retiree whose spouse is covered under this provision must notify the district within ~~30 days~~ ~~six months~~ of the death of that spouse or the retiree's divorce. Failure to do so will require the employee to remit the difference between single and spousal coverage, retroactive to the time of death or divorce. ~~The district shall annually remind the retiree of this obligation.~~ If the retiree shall pre-decease his or her spouse, the retiree's spouse may elect to continue single coverage, provided he/she annually remits the full premium cost to the District. No spouse may be added to the retired employee's coverage after retirement has begun. It shall be the responsibility of the retired employee or his/her spouse to notify the district of a change of address. ~~This obligation will annually be made known to the retiree.~~
6. In lieu of the above adjustment to retiree health benefits in future years, a retiring administrator may accept payment of \$50 per day for each accumulated unused sick day earned while in the district's employ. No credited sick days from previous employment may be used for this purpose. The decision to use accumulated unused sick days for either purpose as specified above shall be the employee's and shall be irrevocable once made.
7. Members who retire and collect benefits from NYSTRS who have less than five years of service to the district as an administrator will be eligible to remain members of the school sponsored health insurance group provided such members pay all costs for premiums in advance in accordance with directors for so doing from the business office.

Article X - Work Year

12 Month - Employees who are scheduled to work 12 months shall be required to work a full year, less any leave entitlements. Their work year shall be 260 days less vacation, holidays, and other authorized absences.

11 Month - Employees who are scheduled to work 11 months shall be required to work from September 1 through June 30, plus 20 days during the summer, which shall be scheduled by the employee's supervisor and/or the Superintendent. 11 month employees shall be entitled to each of the paid holidays that 12 month employees receive between September 1 - June 30.

10 Month - Employees who are scheduled to work 10 months shall work from September 1 through June 30 and shall receive paid holidays for those holidays granted to 12 month employees that fall within their work year. Ten month employees are not required to work the vacation periods that fall within the work year.

Article XI - Vacation

Administrators appointed to 12 month positions will be granted paid vacation at the rate of four (4) weeks per year for the first year. Thereafter, an administrator shall earn one additional day per year to a total of five (5) weeks per year after the conclusion of the fifth year. If an administrator leaves the employment of the District before completing the year for which vacation has been allotted and takes more vacation than was earned for that year, the excess taken shall be deducted from the employee’s vacation accrual. If the accrual is insufficient, the value of the excess vacation taken shall be deducted from the employees last check(s).

General Vacation Provisions

Eleven and ten month administrators shall not receive paid vacation.

Vacation shall not be taken without advanced authorization by the administrator’s immediate supervisor or the superintendent.

Administrators may accrue vacation. However the maximum of the vacation accrual , including days from previous years and the current vacation allotment, shall not exceed forty days. Any vacation time beyond that maximum shall be lost upon the issuance of the new annual allotment on July 1st. When an administrator leaves the employment of the district to retire or seek other employment, any accrued vacation will be paid to the employee at the rate of 1/260 of his/her current salary.

Although exceptions may be granted by the Superintendent, it is expected that vacation will usually be taken when school is not in session.

An administrator who is unable to take all of his/her vacation during the course of the school year may elect to be paid for vacation time in lieu of accruing it. Such requests may not exceed **seven (7) vacation days** in any one school year. Requests for payment must be submitted to the Superintendent before the end of April and will be paid in June at the rate of 1/260th of the administrator’s current salary for each day requested.

Article XII - Holidays

The following holidays shall be granted as paid days when they fall within the employee’s work year.

- | | |
|----------------------------|---------------------------------------|
| Independence Day* | Christmas Day |
| Labor Day | Day Before and After Christmas |
| Columbus Day | New Year’s Day |
| Veterans Day | Martin Luther King Day |
| Thanksgiving Day | Good Friday |
| Day After Thanksgiving Day | President's Day |
| Memorial Day | |

***If holiday falls on a weekend, it can be assigned to Monday or Friday depending on Federal calendar.**

Article XIII - Leaves of Absence

A. Sick Leave

1. All full time administrative unit members shall be allowed twenty days (20) sick leave for each year in the district. Days unused shall accumulate to the credit of the administrator to a maximum of **two hundred twenty (220) days**.
2. For serious long-term disability of more than three(3)months duration, the District shall under the following circumstances, grant the employee additional sick leave:

- a. Upon the exhaustion of the employee's accumulated sick leave, the District shall provide additional sick leave up to an amount equal to the employee's accumulated sick leave balance at the time of onset of disability.
 - b. Such additional sick leave grant shall not in any event extend the period of disability beyond one year.
 - c. No recipient administrator shall receive more sick days than are utilized during the period of disability.
 - d. Where this plan is utilized, there shall be no interruption of salary payments during the period of disability.
 - e. A physician's report may be required by the District prior to or during the award of such benefit; if examination and report are directed to be made by the District's physician, that examination and report shall be at District expense.
3. When absence due to prolonged illness exceeds these provisions, additional days may be allowed at the discretion of the superintendent providing a physician's statement has been filed with the superintendent. Upon approval by the Board of Education, the administrator, in such case, shall receive his or her full salary.
 4. Members of the Association appointed on or after 9-1-82 by the Board of Education shall be granted 20(twenty) sick days for each year of total service in New York State public schools up to a maximum of 100 sick days.

B. Personal Business

1. All full time administrators shall be granted up to three(3) days per year with full pay for personal business. The personal business must be of such nature that it cannot be conducted at a time when school is not in session; i.e., appearance in court, house closing, children's college graduation, religious holidays, etc. Such leave for personal business shall not be deducted from sick leave time. Prior notice of one week, except in extenuating circumstances, is required to the superintendent. Requests for personal leave shall be made in writing. Personal leave days shall not be used for hunting, fishing, shopping, or recreational purposes.
2. Personal days shall not be taken the day before or day after a holiday or vacation for the purpose of extending the holiday or vacation period.

C. Death or Illness in Family

In the case of death or serious illness in the immediate family, one(1) to three(3) days with full salary shall be allowed as needed for each occurrence. The total in any one year shall not exceed ten(10) days and days used shall not be deducted from sick leave. The immediate family shall be defined as mother, father, spouse, son or daughter, brother, sister, mother- or father-in-law, grandparents, son- or daughter-in-law.

D. Personal Leave of Absence

A leave of absence without pay or increment may be granted for personal reasons (research, travel, study, etc.) at the discretion of the Board.

E. Childbearing and Child Rearing Leave

1. Childbearing Leave

As soon as practicable after diagnosis of a pregnancy by an administrator's doctor, or no later than six months after pregnancy, the administrator will notify the superintendent of the expected date of onset of the period of disability due to pregnancy. At a date determined by the administrator and her attending physician, the administrator may apply for and will receive a leave of absence due to disability by reason of pregnancy. Such disability leave will continue until the disability period is terminated. Administrators may elect to use all, part, or none of their accumulated sick days while on childbearing leave. If the administrator elects to use all or part of her accumulated sick days, she must so request in writing to the superintendent prior to the start of the childbearing leave. The onset and termination dates of this disability shall be determined by the administrator and her doctor. The administrator shall provide to the District the date indicated by her doctor when she can anticipate returning to her teaching responsibilities. Every effort will be made to give as much advance notice as possible of the return date.

2. Child Rearing Leave

- a. An administrator may apply for and will receive an unpaid leave of absence for the purpose of child rearing for a period of time not to three(3) months. This leave will commence with the termination of childbearing leave under paragraph 1 of this section or the date of adoption of a child.
- b. An administrator will return from this leave with all rights, privileges, and benefits to which that administrator was entitled at the onset of such leave provided the administrator submits thirty (30) days advance written notice to the District of the intent to return. The District may waive this notice upon the request of the administrator. Such waiver will not be unreasonably withheld.
- c. Up to three (3) days with pay may be taken by a unit member for the legal proceedings associated with the administrator's adoption of a child.

E. Military Leave

Military leave shall be granted to any administrator as provided by military law.

Article XIV - Sabbatical Leave

The District may grant one(1) Sabbatical Leave each year for the purpose of study, travel, or other educational activities, after recommendation by the superintendent and approval by the Board. In order to be eligible to apply for and receive a sabbatical leave, an administrator shall meet the following criteria:

1. The administrator shall have completed five(5) years of continuous service in the district.
2.
 - a. The course of study shall lead to an advance degree for which the administrator is enrolled, or
 - b. The course of study, travel, or educational activity would offer some immediate benefit to the district.

A Sabbatical Leave shall consist of a paid leave of absence for a full school year at half-pay or a paid leave of absence for a half-school year at full pay.

Applications shall be due on January 1 of the year preceding the proposed leave. Written notification of the grant or denial shall be made to all applicants by March 1 of the year preceding the proposed leave.

The screening committee shall be made up of two Board members, the superintendent, and one(1) representative appointed by the president of the Association.

The unit member selected agrees to complete two(2) years service to the District upon return from Sabbatical Leave or to return that portion of the two(2) years service obligation not completed. This requirement may be waived by the mutual agreement of the District and the unit member.

Article XV - Grievance Procedure

A. Definitions

1. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific provisions of this agreement.
2. Chief School Officer is the Superintendent.
3. Aggrieved Party shall mean the Association and/or any person or group of persons in the bargaining unit filing a grievance.
4. Party in Interest shall mean any person named in a written grievance who is not the aggrieved party.

B. Procedures

1. All grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, and the time when and the place where the alleged events or conditions constituting the grievance occurred. The grievance shall be signed by the aggrieved party.
2. All decisions shall be rendered in writing at each step of the grievance.
3. Nothing contained herein shall be construed as limiting the right of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, providing that the adjustment is not in violation of the terms of the Agreement.
4. Grievance hearing shall be conducted at a time mutually convenient to the parties.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records, other than confidential placement folders, concerning the alleged grievance.
6. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

C. Time Limits

1. Any grievance shall be deemed waived unless such grievance is presented to the first available stage within thirty(30) school days after the administrator knew or should have known of the act or condition on which the grievance is based.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred. If the District fails to respond to any grievance within the time limits specified herein, the grievance shall automatically go the next level. The time limits specified for either party may be extended only by mutual agreement.

D. Stage 1

1. Within five(5) business days from the date the written grievance is received, the Chief School Officer shall have a hearing with the Aggrieved Party and a representative, if any.
2. No later than the end of the fifth school day following the day of the hearing, the Chief School Officer shall render his/her decision thereon, in writing and present it in duplicate, to the aggrieved party.

Stage 2

1. If the aggrieved party is dissatisfied with the decision at Stage 1, the grievant may, within ten(10) business days of the date the aggrieved party received the Stage 1 decision, submit the grievance to the Board of Education.
2. The Board shall, within fifteen(15) business days of the day the written appeal was received, hold a hearing with the aggrieved party and an Association representative, if any. If either party requests it, the hearing shall be held in executive session.
3. No later than the end of the fifth school day following the close of the hearing, the Board shall render its decision thereon, in writing, and present it, in duplicate, to the aggrieved party.

Stage 3 - Arbitration

1. If the aggrieved party is dissatisfied with the decision of Stage 2, the grievant may, within ten(10) business days of the date the aggrieved party received the Stage 2 decision, submit the matter to arbitration through the American Arbitration Association. Notice of intent to arbitrate must be in writing and sent to the Chief School Officer.
2. The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accord with the rules established by the AAA.
3. The decision of the arbitrator shall be final and binding on all parties.
4. Submission of any grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
5. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the District and the Association.
6. Administrators directly involved or who are needed as witnesses in arbitration hearings held during the regular school day shall be released with full pay.
7. The cost of fees of any person(s), whether employees of the District or not, called as a witness or used to represent any interested party shall be borne by the party calling or employing such person.
8. The Arbitrator shall have no authority to add to, subtract from, or in any manner, alter the specific terms and provisions of this contract or to make any award requiring the commission of any act prohibited by law or violate any of the terms and provisions of the contract. The Arbitrator is authorized to decide only the issue(s) submitted to him.
9. The Arbitration Award shall be delivered to both parties within thirty (30) days of the date the record was closed.

Article XVI - Rights and Privileges

- A. Use of Facilities. All building facilities shall be available for Association business as stated below:
 - 1. At the beginning of the school year, the president of the Association shall submit a list of regularly scheduled Association meetings for the school year. Such list shall include dates, times, and places. If the facilities are available, they may be used by the Association for Association meetings at no cost.
 - 2. In the event of emergency meetings, the president shall inform the superintendent concerning the date, time, and place as soon as he/she is aware of the need. The superintendent shall determine if the facilities are available.
 - 3. The Association shall be responsible for the facilities the same as any other user organization.
- B. **Released Time for Official Hearings and Investigations.** Members of the Association who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted released time with full compensation.
- C. **Board Minutes.** Minutes of the Board of Education meetings shall be distributed to the Association president prior to the next Board meeting.

Article XVII - Confidentiality and Accessibility of Records

- A. Confidentiality of evaluation records shall be maintained. No copy shall be available for inspection by a third party without permission of both parties, unless used in a fair dismissal procedure, court proceedings, or the commissioner's hearings. (Third party shall be defined as those other than school administrators and his/her representative.) The Board of Education shall have access to such records in accordance with its rights under Educational Law and the terms of this agreement.
- B. Individual unit members shall have the right to access, with representative(s) of his/her choice, to all materials contained in any and all records and/or files maintained by the District that pertain to the unit member's employment. Further, the unit members shall have the right to copy all materials contained in such files and/or records.
- C. No material shall be added to a unit member's official district personnel file without the Administrator's knowledge. Administrators shall indicate that they have seen any material filed by adding their signature. This signature shall not indicate agreement with the contents.

Article XVIII - Compensation for Injury

- A. All administrators are covered by Worker's Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the administrator should immediately notify the superintendent so that the proper forms may be executed by the school authorities and attending physician.
- B. Whenever a regularly employed administrator is absent from his/her employment and unable to perform his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, and the administrator has not been personally negligent with reference to the

incident, he/she will be paid his/her full salary during his/her absence but not to exceed six(6) months. The amount of any weekly Worker's Compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee and no part of such absence will be charged to his/her annual or accumulated sick leave. In any event, and Worker's Compensation award made for a permanent disability due to such injury will be retained by the unit member.

- C. The District will reimburse administrators 100% of the cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Worker's Compensation which are damaged or destroyed as a result of an injury sustained in the course of the administrator's employment, when the administrator has not been personally negligent with reference to the incident. Such incident must be reported within two(2) days of the loss.

Article XIX- Deductions

The District shall make such deductions from the salaries of its employees permissible by law as may be requested by said employees from time to time, including but not limited to insurances, tax sheltered annuities, membership dues, U.S. savings bonds, and credit unit obligations. It shall be the individual responsibility of each employee to inform the District of the desired deductions and to fill out and sign the necessary forms.

Article XX –Miscellaneous

- A. Savings Clause: If any provisions of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Physical Examination
 - 1. Unit members who have a physical exam and submit the results of such exam to the District shall be reimbursed the costs of such physical exam up to a maximum of \$50. The physical exam shall be solely at the discretion of the unit member. Unit members may exercise the reimbursement benefit once only in a period of three(3) years.
 - 2. The cost of physical exams required by the District shall be borne by the District.
- C. Staff Appointments. The superintendent shall recommend that all full-time professional administrative positions be filled with certified individuals, subject to the approval of the Board of Education.
- D. Mileage Allowance. Mileage costs incurred by an administrator in the performance of job duties that require the administrator to use his/her vehicle to attend meetings, etc. during the course of the work day shall be compensated upon the submission of a claim voucher at the IRS rate. ~~currently approved by the Board of Education.~~
- E. Professional Growth. Administrators are expected to take steps as professional people to improve their administrative competency and to grow in technical skill and teaching stature. In addition to professional growth or inservice education opportunities sponsored by the school district, administrators are expected to participate in appropriate professional activities as part of their own professional growth program. Expenses incurred at professional meetings, conferences, workshops, or costs for professional materials which are of interest to administrators and meet some need of the school district may be reimbursed by District funds, provided prior approval of the superintendent has been granted.

- F. School Calendar. The Association will be consulted in the preparation of the school calendar with the understanding that the school calendar is the responsibility of and subject to change by the Board of Education.
- G. Professional Fees. The district shall annually pay each administrator up to \$500 for job-related professional memberships for organizations other than those devoted to labor relations.
- H. Tuition Reimbursement. A bank of \$20,000 per year would be set aside for tuition reimbursement. Unit members must make requests in writing to the unit president to assure that equitable distribution of courses has been established among unit members for that year. After the unit president has conferred with the unit and has agreed on the requests, the unit members may submit for superintendent approval. It is required that the administrator shall in advance of enrollment seek the superintendent's authorization to take a specific course. The superintendent shall make that determination based upon the relationship of the course to either the responsibilities of the administrator and/or to the requirements of the administrator's degree requirements. If available, the administrator shall utilize a tuition voucher to offset the district's cost.

If a unit member does not remain employed by the district for at least one year beyond the year in which he/she completes two or more courses at the district's expense, the unit member must reimburse the district for any and all course tuitions beginning with the second course and beyond.

XXI - Compensation

Components

- A. Guaranteed increase of 2% to each unit member's base salary.
- B. Potential increase of an additional 2.0% based on Administrative Leadership Skills Rubric (Appendix I).
 - 2.0% - effective
 - 1.5% - progressing towards effective
 - 1.0% - satisfaction
 - 0% - ineffective
 - 1.0% potential on an additional goal:
 - Goal to be mutually agreed upon by administrator and superintendent.
 - Goals to be established by July 1 of the current school year.
 - The goal will contain a written goal statement and indicators of goal attainment.
 - A mid-year update on progress on goals to be provided to superintendent by each unit member.
 - By June 15, year-end evaluation of goal attainment to occur.
 - Responsibility of unit member to provide evidence and documentation of goal attainment.
 - If a factor out of the unit member's control hinders the attainment of goal, the situation will be discussed and the performance value will be determined.

~~C. For this contract only, in 2007-08, administrators will receive an annual salary increase of 4%.
— In 2008-09, they will follow the schedule in Section B to determine salary rate increase.~~

C. Longevity:

After three(3) years of administrative service	\$1,500 stipend added to base (one time payment)
After five(5) years of administrative service	\$2,000 stipend added to base (one time payment)
After nine(9) years of administrative service	\$2,000 stipend (one time payment)
After twelve(12) years of administrative service	\$3,000 stipend (one time payment)

Article XXII - Vacancies

The superintendent shall give to each member written notice of any vacancy which occurs in any existing administrative position or which occurs as the result of the creation of a new administrative position within the district.

Article XXIII - Evaluation

Evaluations shall be conducted according to the WCCSD Performance Review and shall involve the Superintendent and the administrator in the mutual development of goals (See Appendix II).

The process of coaching an administrator is a very important tool in the entire improvement effort of a school district. It defines expectations, enhances communication, prioritizes district goals and encourages supervisors to focus their attention on the administrator's role in improving achievement for all students.

A new approach to administrator's performance review that reflects a systems approach is particularly in order in these times of increased accountability. A process as important as this one should be guided by a set of ethics – values and beliefs – that support the work so both the administrator and supervisors can operate with integrity.

An effective performance review process is predicated on a spirit of providing feedback for growth, not on finding evidence of shortcomings. The purpose of this process is to improve performance, not prove incompetence.

Operating Principles. A comprehensive administrative performance review process must:

1. **Align with all the listed Standards for School Leaders** (See Appendix III).
Rationale: Provides a frame work for expectations for building administrators.
2. **Be intended to acknowledge strengths and improve performance.**
Rationale: An effective evaluation process is predicated on a spirit of providing feedback for growth.
3. **Connect academic, social, emotional, and developmental growth for all students in the building/system.**
Rationale: Multiple indicators for all types of student growth must be included in the definition of accountability.
4. **Recognize the importance of an administrator's role in improving the culture of the learning community.**
Rationale: Research is very clear that the quality of leadership in a building has a direct correlation to positive relationships and the achievement levels of all learners.
5. **Have research-based criteria about effective administrator behaviors which are substantiated by measureable data form multiple sources and are legal, feasible, accurate, and useful** (See Appendix IV).
Rationale: Examples may include self-assessment, a portfolio compiled by the administrator, 360 degree feedback, the school improvement plan, artifacts that address previous goals, and meeting agendas.
6. **Provide opportunities for personal and professional growth as a facilitator/leader of learning.**
Rationale: Evaluation processes must consider the needs of the whole professional and be oriented toward continuous improvement.
7. **Be ongoing and connected to school improvement goals.**
Rationale: An evaluation is a process, not a once a year conversation, and must be connected comprehensive school improvement plans.
8. **Align building and/or program with district goals and community members' vision for education.**
Rationale: Goals cannot be developed in isolation; district and building goals must reflect the community's highest hope for their public schools.

Each probationary administrator shall be evaluated twice annually at six month intervals that begin on the administrator's first date of employment. Each tenured administrator shall be evaluated at least once annually. The administrator shall sign his/her evaluation to acknowledge receipt, but not agreement, and may attach her/his response or reaction to the evaluation. Each such evaluation along with any attached response shall be discussed with the administrator and subsequently placed in the administrator's personnel file.

By June 1st of each year, the Superintendent shall submit to the Board of Education any evaluations that were added to the file since the Board's last annual review of administrators' evaluations. These evaluations shall be submitted and discussed in executive session.

The Superintendent shall have the authority to make any additional evaluations that he/she may deem appropriate or necessary.

Article XXIV-Duration

This agreement shall be effective **July 1, 2009**, and it shall continue in full effect through midnight, **June 30, 2010**, and each year thereafter unless amended by the parties.

In the event either party wishes to amend this agreement, written notice to the party shall be given not later than December 15 immediately preceding termination of the agreement. Amendments resulting from such negotiation shall be effective the following July 1 or at such time as may be mutually agreeable to the parties. **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.**

For the Association: _____ Date: _____

For the District: _____ Date: _____