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**AGREEMENT**

**between**

**THE SUPERINTENDENT OF SCHOOLS**

**OF THE CITY SCHOOL DISTRICT**

**OF THE CITY OF BATAVIA**

**and**

**THE BATAVIA ADMINISTRATORS' ASSOCIATION**

**2015-2018**

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## AGREEMENT

THIS AGREEMENT, by and between the SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL DISTRICT OF THE CITY OF BATAVIA, New York, hereinafter referred to as the SUPERINTENDENT, and the BATAVIA ADMINISTRATORS' ASSOCIATION of Batavia, New York, hereinafter referred to as the ASSOCIATION;

WHEREAS, the Board has duly adopted a resolution recognizing the Association as the exclusive negotiating agent for all administrative staff employed by the City School District of the City of Batavia, New York, whose employment involves administrative certification by the New York State Education Department; and

WHEREAS, the Superintendent and the Association have met for the purpose of negotiating a written Agreement with respect to the terms and conditions of employment of the employees of the unit so represented by the Association; and

WHEREAS, the Superintendent and the Association have agreed upon such terms and conditions as well as the administration of any grievances of the employees of the Association and wish to reduce such agreement to writing; and

WHEREAS, such negotiation has been conducted pursuant to and in the terms of reference provided by Article 14 of the Civil Service Law;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

### I. DEFINITIONS

A. Board: The term "Board" means the Board of Education of the City School District of the City of Batavia, New York.

B. District: The term "District" shall mean the City School District of the City of Batavia, New York.

C. Administrative Staff: The term "Administrative staff" means all Building Principals; all Assistant Building Principals; the Director of Special Education/Alternative Education; the Director of Health, Physical Education and Interscholastic Athletics; Director of Facilities III; 5<sup>th</sup> and 6<sup>th</sup> Grade House Administrator; Assistant Principal/IT Supervisor; or any person performing the function of any of the above-named positions, whether so entitled or not.

D. Twelve-Month Administrator: An administrator who works an entire calendar year less legal holidays and other time off stipulated by the Agreement.

## II. DEDUCTIONS

### A. DUES

1. At the written request of any administrator, the District will deduct dues or an amount equivalent to dues for the Association and its affiliates from the administrator's pay. This request will remain in effect from year to year unless revoked in writing by the administrator to the business administrator with a copy to the association president.

2. Dues will be deducted in ten (10) equal installments beginning with the second payroll in October and ending with the second payroll in February.

3. The Association will certify to the District Business Administrator, in writing, the current rate of the membership dues of the organizations listed in this section.

4. Dues deduction authorization must be in writing on a form prepared by the District Business Administrator and must be submitted to the District Business Office on or before the first Friday in October.

5. The amounts deducted will be sent bi-weekly to the Treasurer of the Association whose name shall be filed with the District Business Administrator by the Association.

6. The Association shall indemnify the District against all claims resulting from the Administration of the dues deduction privilege.

### B. UNITED WAY

1. At the written request of any administrator, the District will deduct contributions to the Genesee United Way Fund from the administrator's pay.

2. Contributions will be deducted in fifteen (15) equal installments beginning with the second payroll in October and ending with the first payroll in May.

3. Authorization for contribution deductions must be in writing on a form prepared by the District Business Administrator and must be submitted to the District Business Office on or before the first Friday in October.

4. The amounts deducted will be sent bi-weekly to the Genesee United Way Fund.

### C. CREDIT UNION

1. At the written request of any administrator, the District will deduct payments to the Tonawanda Valley Federal Credit Union from the administrator's pay.

2. Payments will be deducted beginning with the second payroll in October and ending with the last payroll in June.

3. Authorization for Credit Union deductions must be in writing on a form prepared by the District Business Administrator and must be submitted to the District Business Office on or before the first Friday in October. Once such deductions have been authorized, the deductions shall continue to be made until a written notice of revocation of deductions authorization is received either from the administrator or the Credit Union.

4. Authorization for Credit Union deduction will not be accepted after the first Friday in October except for deductions for payment of a loan. The Business Administrator will, however, accept authorization for Credit Union deductions after the first Friday in October from administrators who were not employed by the District on the first Friday in October.

5. Notification of such loan must be received by the District Business Office from the treasurer of the Credit Union.

6. The amounts deducted will be sent bi-weekly to the Tonawanda Valley Federal Credit Union.

### III. PAYROLL

Salary checks shall be issued on the payroll schedule in effect in the District unless unusual circumstances arise which are beyond the control of the District.

### IV. EVALUATION PROCEDURE

A. An administrator shall be evaluated in accordance with the policies of the District.

B. Administrators shall be given copies of all evaluation reports on themselves; shall have access to their official District personnel folders in the Superintendent's Office (with the exception of college transcripts and recommendations from other District personnel); and shall be permitted to insert own data and signed letters of comment.

C. An administrator denied recommendation for a tenure appointment shall at his/her request, be granted a conference with the Superintendent. The administrator may at his/her request, have an Administrators' Association representative sit in on this conference. The Superintendent shall give reasons in writing for dismissal of the individual upon request.

D. Notice of Termination

1. In the first year of a probationary appointment, notice of termination of employment shall be given to probationary staff members as soon as possible. In the second or third year, notice shall be given as soon as possible, but in any case no later than April 1st, to staff with a September anniversary date of appointment, and no later than ten (10) weeks before the anniversary of the date of original appointment if different than September.

2. If the probationary period applicable to a particular staff member is amended, the notice dates above shall not be applicable.

3. It is understood that the terminations referred to herein relate only to terminations for professional performance.

V. WORK WEEK

Each administrator shall devote as many hours as necessary to discharge the duties of his/her position.

VI. HIRING

A. As positions on the professional staff become available throughout the regular school year, such positions shall be announced to all administrative staff members by means of a written bulletin to be issued by the Superintendent. Administrative staff members shall have an opportunity to apply for any such open positions.

B. The Association shall be given notification of any changes in job qualifications and/or job descriptions.

VII. WORKING CONDITIONS

A. The District shall reimburse an administrator for the cost of repair or replacement, whichever is less, of clothing or personal effects damaged or destroyed as a result of the administrator doing work within the scope of his/her employment provided, however, that the loss is not caused by the negligence of the claimant or because the claimant took unreasonable risks in wearing clothing or having personal effects unsuitable to the work being done and the conditions there existing. This Section is not intended to provide reimbursement for repair or replacement of clothing torn or otherwise damaged by contact with rough or sharp school furnishings, i.e., stockings torn on a rough desk, a jacket sleeve torn on a piece of playground equipment.

B. Skin Tests and X-Rays

Skin tests and x-rays shall be required according to District policy.

C. Employer Contribution to 403(b) Account

2015-2016 = \$ 2,150

2016-2017 = \$ 2,150

2017-2018 = \$ 2,150

1. This sum of money will be administered by the District Business Administrator.



## VIII. DISCIPLINE AND LEGAL PROCEDURES

A. The Board shall save harmless and protect all administrators from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building provided the administrator at the time of the accident or injury, was acting in the discharge of his/her duties when in the scope of his/her employment and/or under the direction of the Board. The Board shall not be subject to the aforesaid duty unless the administrator delivers, within ten (10) days from the time he/she is served with any summons, complaint, process, notice, demand or pleading, the original or a copy of the same to the Board or its duly designated representative.

B. The Board shall provide an attorney or attorneys and pay such attorneys' fees and expenses necessarily incurred in the defense of an administrator in any civil or criminal action taken against any administrator of the District while in the discharge of his/her duties within the scope of his/her employment. The Board shall not be subjected to the aforesaid responsibility unless the administrator involved delivers, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, the original or a copy of the same to the Board or its duly designated representative.

C. No action shall be taken on any complaint by a parent of a student directed toward an administrator before such matter is formally discussed with the administrator concerned. This does not preclude informal discussion with appropriate personnel, nor shall any notice of such a complaint be included in the administrator's official personnel file before the notice is reported in writing to the administrator involved.

D. Any complaints registered about an administrator, which becomes a matter of record, shall be promptly called to the administrator's attention.

E. Derogatory letters or reports shall not be placed in the administrator's official personnel file without the administrator's knowledge and without the administrator afforded an opportunity to make a written statement of response to be attached to the derogatory statements.

## IX. ABSENCE FROM DUTIES

### A. Sick Leave

1. An experienced administrator coming into the Batavia City Schools may be credited, at the discretion of the Superintendent, with up to one-half (1/2) of the sick days he/she accumulated while employed in another school district.

2. Sick leave for administrators in the Batavia City Schools will accumulate at the following rate, with two hundred fifty (250) days the maximum number of days that can be accumulated.

12-Month Administrators

15 Days

3. Sick leave days will be credited to the administrator as of the first (1st) day of school. It is understood that if a problem arises because an administrator uses his/her full allotment of sick leave days to which he/she is entitled for the year and then leaves before the year ends, provision for reimbursement to the District must be made.

4. Each year the District will establish a non-cumulative bank of thirty-five (35) sick days, which will be available to the administrative unit for extended illness. Any administrator who has used up his/her accumulated sick leave may apply to the Superintendent and request additional sick leave from the District-wide bank. Each request will be judged individually and no extension of sick leave may go beyond the current school year in which it is granted. All requests for help from the bank must be in writing, addressed to the Superintendent.

5. Salary for days absent in excess of those accumulated by the individual administrator will be deducted from the administrator's pay until the Superintendent accords additional sick leave to the administrator, at which time the administrator will be reimbursed for the number of days approved by the Superintendent.

6. Absences in excess of three (3) consecutive days require a written note of explanation from the administrator. The note may be accompanied by a doctor's certificate if the administrator wishes. Whenever there is a reasonable suspicion that the sick leave benefits are being abused, the Superintendent may require a doctor's certificate. Failure to present the certificate within two (2) weeks after request by the Superintendent shall result in a deduction from salary.

7. Except as otherwise specified in the Agreement, sick leave may be used only for personal sickness or physical disability including any personal sickness or physical disability connected with pregnancy. Sick leave may not be used while an administrator is on an unpaid leave of absence.

8. Accumulated sick leave may be used by an administrator who finds it necessary to remain with a sick member of the immediate family or household so long as not more than five (5) days of accumulated sick leave are used for that purpose in any school year.

(a) "Immediate family" means wife, husband, child, parent, brother or sister.

(b) "Household" includes a person or persons who reside permanently with the administrator.

(c) The term "sickness" includes pregnancy only in cases where the husband is needed at home, or where in the absence of the husband, the mother-to-be is residing permanently with the staff member.

9. Accumulated sick leave may also be used to attend funerals or to make arrangements after the death of a close relative including uncles, aunts, in-laws, or others residing in the household who are not members of the immediate family so long as not more than

five (5) days of accumulated sick leave are used for that purpose in any school year.

#### B. Bereavement Days

An administrator may be absent for up to four (4) days with pay for each death in the immediate family, including spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent or last close relative for whom the administrator is responsible for making funeral arrangements. This provision shall not permit any person to use bereavement days and accumulated sick leave for any one death. These days shall not be deducted from sick leave.

#### C. Personal Days

1. Three (3) school days per year will be allowed for personal leave days. These three days are not to be deducted from sick leave and may be used for personal necessities, which cannot be reasonably taken care of outside of the workday.

2. Notification of intent to take a personal leave day must be given to the Superintendent at least twenty-four (24) hours in advance of the day on which the administrator plans to be absent. This provision shall not apply in cases of emergency.

3. In cases of an emergency need for a personal leave day, the administrator is to notify the Superintendent by telephone.

4. Unused personal leave days shall be added to accumulated sick leave but only to a maximum of two hundred fifty (250) days.

5. Because it is recognized that unusual and unique situations may arise in any given year, the District will establish a non-cumulative bank of seven (7) personal leave days which will be handled by the Superintendent in the same manner as extended sick leave requests are handled.

6. Personal days may not be used for vacation purposes or to extend a vacation in any way. This provision may be waived at the discretion of the Superintendent upon written request by an administrator presenting a reasonable argument for such granting.

#### D. Jury Duty

No deduction from pay will be made as a result of an administrator being absent for jury duty.

#### E. Court Subpoena

No deduction from pay will be made if an administrator must be absent in order to respond to a court subpoena in a matter in which the administrator is a disinterested party or to appear as a witness in a grievance arbitration hearing pursuant to this Agreement. A full deduction from salary or the use of a personal leave day will be necessary if the administrator is

required to be in court because he/she is an interested party unless the case is school-related.

#### F. Professional Growth

To the extent provided in the annual budget, the Board of Education shall encourage a variety of incentives for administrative staff. Examples of these incentives to improve skills include payment for approved college courses of study, in-service training, attendance at special workshops, extended professional visits to exemplary programs in other districts, mini-leaves and so forth.

#### G. Absence Without Pay

Absence from duties for personal reasons without pay may be granted at the discretion of the Superintendent.

#### H. Responsibility for Claims

It shall be the responsibility of each administrative staff member to submit his/her own claims or advance notices for any of the aforesaid types of leave with or without pay.

### X. LEAVES OF ABSENCE

#### A. Child-rearing Leave

1. An administrator on permanent appointment to the administrative staff or on probationary status is eligible for child-rearing leave without pay.

2. A written request for child rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave, in order to afford the District the greatest opportunity to retain a qualified substitute.

3. The request for child-rearing leave shall include the date when the administrator wishes to commence leave and the date when the administrator anticipates returning to administrative duties.

4. The administrator shall write the Superintendent not later than November 1 in the fall semester, nor later than April 1 in the spring semester, before the expiration of the requested leave, advising the Superintendent of the administrator's plans for the next school year. Unless an extension is requested and granted, the administrator shall either return to service at the expiration of the leave, or the Board shall treat the failure to return as a voluntary resignation.

5. If an administrator wishes to terminate a child rearing leave prior to the termination date originally requested by the administrator, application may be made to the Superintendent. If there is an available position and if the Superintendent determines that it is in the best interest of the District to permit the early termination, the administrator may be

permitted to return to employment in the District at a mutually agreeable time.

6. A child-rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.

7. A child-rearing leave shall be available only during the pregnancy or during the period immediately following the birth or adoption by an administrator of a child.

8. If an administrator commences a child rearing leave prior to the time she becomes disabled due to pregnancy and/or childbirth, said administrator shall not be entitled to use her sick leave benefits under Article X (A) for the period of physical disability. If the administrator continues to work until she becomes disabled due to pregnancy and/or childbirth, in addition to the sick leave benefits under Article X (A) for physical disability, she is eligible for this child rearing leave to commence after her physical disability has ceased.

#### B. Sabbatical Leave

Sabbatical leaves shall be granted in accordance with the following provisions:

1. No more than one (1) administrator may be given sabbatical leave for use during any one (1) fiscal year of the District.

2. Sabbatical leave may be granted for one (1) year at one-half (1/2) annual salary or for one-half (1/2) year at full salary.

3. During the term of the sabbatical leave, all fringe benefits and salary increments shall continue to accrue, including the payment of health insurance premiums by the District.

4. Any administrator who intends to apply for sabbatical leave in the following school year must file his/her written statement of intent with the Superintendent no later than January 31.

(a) Formal application for sabbatical leave must be filed with the Superintendent no later than March 1 of the school year preceding the requested leave time.

(b) Decisions of the Board with respect to the granting of a sabbatical leave shall be made prior to April 1 of the school year preceding the requested leave time, and the administrators who have applied for sabbatical leave shall be notified of the decision of the Board at that time.

5. The Association understands that an administrator who is given a sabbatical leave is expected to return to the Batavia City Schools for at least one (1) year after the taking of the sabbatical leave. The Association will exert its influence to effectuate this policy. If violations of this policy occur, it may become necessary to require that administrators who do not return after a sabbatical leave reimburse the District for any salary paid during the sabbatical leave.

6. Administrators are eligible for sabbatical leave after seven (7) consecutive years of service for the District. It is understood that sabbaticals are not automatic.

7. Applications for sabbatical leaves will be judged by evaluating the past performance of the administrator, who is applying, and the value and relevance of the proposed leave program to the District.

8. The policy with respect to sabbatical leaves shall be reevaluated as necessary.

#### C. Other Leaves of Absence

1. For good reasons shown, the Superintendent will recommend to the Board that an administrator who has contracted a long-term illness be given a leave of absence without pay. Such a leave of absence may be granted in accordance with the following provisions:

(a) A written statement from the administrator's physician specifying the nature of the illness and that it is going to be a long-term illness must be sent to the Superintendent.

(b) Before the administrator is reinstated, approval by a physician retained by the District shall be requested.

(c) Salary increments shall not accrue during the period of an illness without pay or leave of absence nor shall any fringe benefits accrue during such a period.

2. The Superintendent generally will recommend to the Board a one (1) year leave of absence for any administrator for the purpose of returning to school for further education, or for other compelling reasons.

#### D. Mini-Sabbaticals

In addition to and not subject to conditions in the above sections of the Article, mini-sabbatical leaves may be granted by the Superintendent. Such leaves shall be for up to two (2) weeks, for educational purposes and/or programs, and at full pay. Expenses incurred by the administrator in performance of duties required under the mini-sabbatical shall be reimbursed by the District in full.

#### E. Maintenance of Insurance Benefits

Administrators on leave of absence whose insurance are not being paid by the District shall be permitted to maintain their insurance benefits at a group rate for a period of one (1) year by reimbursing the group carrier. The District shall continue to pay insurance premiums for administrators on sabbatical leaves of absence. At the discretion of the Superintendent, the District may continue to pay insurance premiums for administrators on long-term illness leaves. These provisions shall not apply if the administrator leaves the District to take other employment.

F. Military Obligations

Administrators may fulfill their ordered military obligation subject to applicable military and Civil Law. Administrators are encouraged to fulfill their obligation at such time as it will have the least effect on the operations of the District.

G. General Conditions Applicable to Leaves of Absence

1. If the leave of absence is granted before the expiration of the probationary period, the administrator must complete the unexpired portion of the probationary period satisfactorily upon return from leave before permanent appointment is granted.

2. An administrator returning to the District after leave shall be credited with the accumulated sick leave, seniority, salary step and other benefits and privileges the administrator had when the leave commenced. The only exception to this provision is noted in the Section covering sabbatical leave.

XI. HEALTH INSURANCE

A. The District shall provide the Genesee Area Health Care Program (the GAHP PPO, the GAHP PPOD2 plan and the GAHP High Deductible plan (GAHP HDP)) including prescription drugs to all full time members of the Administrators' Bargaining Unit. Unit members hired on or after July 1, 2015 are eligible for coverage only under the GAHP PPOD2 Plan or the GAHP HDP Plan. Such unit members may, however, enroll in the GAHP PPO plan but must pay the full difference in cost between GAHP PPO and GAHP PPOD2.

B. The premium co-pay contribution for individual, two-person, employee no-spouse, and family coverage shall be as follows:

1.	<u>GAHP PPO</u>	
	2015-2016	16%
	2016-2017	18%
	2017-2018	20%
2.	<u>GAHP PPOD-2</u>	
	2015-2016	13%
	2016-2017	14%
	2017-2018	15%
3.	<u>GAHP HDP</u>	
	2015-2016	13%
	2016-2017	14%
	2017-2018	15%

C. In each plan year that the unit member is enrolled in the GAHP HDP Plan as the primary subscriber, the District will seed a Health Savings Account (HSA) established for such unit member as follows:

- Unit member participation years 1-3: 100% seed
- Unit member participation year 4: 75% seed
- Unit member participation year 5 and thereafter: 50% seed

D. The District will provide dental and vision coverage to unit members covered under the GAHP PPO plan, the GAHP PPOD-2 plan or the GAHP HDP. The premium co-pay contribution for such unit members shall be as follows:

2015-2016	16%
2016-2017	18%
2017-2018	20%

E. The District shall establish an IRC Section 105(h) Health Reimbursement Arrangement (HRA) account for unit members enrolled in either the GAHP PPO plan or the GAHP PPOD-2 plan. The District contribution to such HRA shall be as follows:

Coverage under GAHP PPO:

2015-2016	\$ 950
2016-2017	\$1,000
2017-2018	\$1,000

Coverage under GAHP PPOD-2

2015-2016	\$1,600
2016-2017	\$1,600
2017-2018	\$1,600

If a member of the bargaining unit leaves employment the balance of the 105H funds will be available to the member or their beneficiary to use as outlined under the Internal Revenue Code.

F. Enrollment in the GAHP health insurance plans is governed by federal law and GAHP procedures. In the event open enrollment for any plan is offered on more than one occasion during a school year and the unit member changes plans, the benefits outlined in this contract will be prorated accordingly.

G. Any Administrator, who is the beneficiary of Health Insurance coverage by another employer at least equivalent to that furnished by the District, is expected not to participate in the District plan.

H. Coverage will begin as soon as possible after the first day of employment and will terminate within one (1) month after the administrator resigns from or is terminated from the District.



I. Any Administrator who retires from the District may continue coverage under the terms of this Article by compensating the District in an amount equal to the premium cost to the District for such coverage on a semi-annual basis. It is understood that the provisions of this paragraph will be operable only so long as applicable law and the current Health Insurance Plan regulations permit retired administrators to be included in the District insurance group. This benefit is in addition to those set forth in Article XVIII.

J. The District and the Association agree to reopen negotiations with regard to Article XI in order to comply with federal and/or state laws, rules and regulations so as to avoid any financial penalties.

K. If unit members employed prior to July 1, 2015 opt-out of District provided health insurance coverage, they will receive either \$1,250 (single) or \$ 2,000 (Family, FNS, 2P) in each full year they opt out of District provided health insurance coverage, plus the applicable HRA amount. Unit members must opt-out of the District provided health insurance coverage for the entire year. The opt-out payment will be made by June 30. The unit member must remain off the District's health insurance enrollment for a period of one (1) full year unless a qualifying event is experienced as determined by the GAHP plan provider. In the event that a unit member must re-enroll in the District's insurance plan, the opt-out payment shall be prorated. Unit members hired on or after July 1, 2015 are eligible only for the single (\$1,250) opt-out payment amount.

## XII. TAX SHELTER ANNUITY

Prior to implementation the District shall provide the Association with the opportunity to review any changes recommended by the District's 3<sup>rd</sup> Party Administrator pertaining to the new IRS 403b regulations that become effective January 1, 2009.

## XIII. GRIEVANCE PROCEDURE

### A. Declaration of Purpose

It is the purpose of this procedure to secure at the lowest possible level; equitable solutions to alleged grievances of administrators.

### B. Definitions

1. Aggrieved Party: Aggrieved party shall mean any administrator or group of administrators covered by this Agreement and filing a grievance.

2. Grievance: A grievance is a dispute or controversy arising out of the application or interpretation of this Agreement.

3. Hearing Officer: Hearing officer shall mean any individual or board charged with the duty of hearing issues and rendering decisions at any stage of the procedures hereunder.

4. Party-In-Interest: Party-in-interest shall mean any party named in a grievance who is not the aggrieved party.

### C. General Procedure

1. Each written grievance shall include the name and positions of the aggrieved party, the specific Article and Section of this Agreement involved in the grievance, the time and place where the events or conditions constituting the alleged grievance existed, the identity of the party allegedly responsible for causing the existence of the said events, or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party. Standard form for the presentation of grievances shall be prepared jointly by the Association and the Superintendent and made available to any aggrieved party through the offices of the Association and the Superintendent.

2. The Association may submit a grievance as an aggrieved party.

3. Except as otherwise provided an aggrieved party and any party-in-interest shall have the right to confront and cross-examine all witnesses called against him, to testify and to call witnesses.

4. Nothing contained herein shall be construed as limiting the right of any administrator having an alleged grievance to discuss the matter informally with any appropriate superior.

5. The existence of the grievance procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided.

6. The preparation and processing of grievances, insofar as practicable, shall be conducted during the regular workday. Every effort will be made to avoid involvement of students in any phase of the grievance procedure.

7. The Superintendent and the Association agree to facilitate any investigation, which may be required. Both parties agree to honor reasonable requests for relevant material, documents, communications and records concerning the alleged grievance.

8. Any records dealing with the alleged grievance shall be filed separately from the personnel file of the aggrieved party.

9. The seeking of relief pursuant to this procedure shall constitute a waiver of any right to seek the same or similar relief in any other forum; and the seeking of relief in any other forum shall constitute a waiver of the right to pursue a grievance hereunder.

10. At all stages of the procedure hereunder, the aggrieved party shall have the right to proceed either alone or with a representative of his/her choosing. If the aggrieved party does not choose to have a representative of the Association represent him/her, the Association shall nonetheless be given a written copy of any decision at all stages hereunder, and in addition,

the Association shall have the right to be present, regardless of the aggrieved party's desires, at all stages hereunder except the informal stage.

#### D. Time Limits

1. No alleged grievance shall be entertained and any alleged grievance will be deemed waived unless presented at the first available stage within fifteen (15) calendar days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

2. If an aggrieved party fails to appeal an unsatisfactory disposition of his/her alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

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

4. The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

#### E. Stage One: Informal Stage

1. An administrator having an alleged grievance shall discuss it with his/her immediate superior appropriate to the situation with the objective of resolving the matter informally.

2. The grievant shall have the right to proceed at this informal stage either alone or with a representative of the Association. If the grievant does not choose to have a representative of the Association present at the informal conference hereunder, and the grievance is resolved at that stage, the Association shall be informed in writing of the resolution of the grievance.

#### F. Stage Two: Superintendent

1. If the grievance is not satisfactorily resolved at Stage One of the grievance procedure said aggrieved party shall, within ten (10) calendar days present the written grievance to the Superintendent or his designee.

2. Within five (5) calendar days after the written grievance is presented to him, the Superintendent or his designee shall convene a hearing with the aggrieved party and all parties-in-interest.

3. Within ten (10) calendar days after the close of the hearing, the Superintendent or his designee shall present his written decision to the aggrieved party and to the Association.

## G. Arbitration

1. If the grievance is not satisfactorily resolved at Stage Two, and if the aggrieved party wishes to proceed further under the grievance procedure, the aggrieved party shall within five (5) calendar days after receipt of the decision at Stage Two, present the Superintendent and the Association with a written request that the grievance be submitted to arbitration.

2. Within ten (10) calendar days, a request for a list of arbitrators will be made jointly to the American Arbitration Association. Once the parties have contacted the American Arbitration Association, they agree to be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issue.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law; which is violative of the terms of this Agreement; which alters, modifies, adds to or subtracts from the provisions of the Agreement.

5. The decision of the arbitrator shall be final and binding upon all parties.

6. The cost of the services of the arbitrator will be borne equally by the District and the Association.

## XIV. ADMINISTRATIVE STAFF MEMBER DISCIPLINE AND FAIR DISMISSAL PROCEDURE

- A. Probationary administrators will be terminated during the probationary term or denied tenure at the conclusion of the probationary term in accordance with the Education Law. (Education Law sections 2509, 3031 and 3019-a.)
- B. A tenured administrator shall be afforded the rights and protections of Education Law sections 3020 and 3020-a. In addition to these rights, a tenured administrator whom the Superintendent intends to recommend for dismissal shall be entitled to a Notice of Intent to Dismiss for Cause at least fifteen (15) calendar days before the Board meeting at which the filing of charges is to be considered.
- C. A tenured administrator who has received such Notice of Intent to Dismiss for Cause from the Superintendent may request the specific reasons in writing within five (5) calendar days of the receipt of such notice. The Superintendent shall provide the administrator with the reasons for dismissal within five (5) calendar days after receipt of the request.

- D. Any tenured administrator who has received such Notice of Intent to Dismiss for Cause under this Article is entitled, upon timely request, to an informal conference with the Board prior to any final action with respect to the filing of any disciplinary charge(s). Such tenured administrator must file a written request for said informal conference with the Clerk of the Board within ten (10) calendar days of the receipt of the Notice of Intent to Dismiss for Cause.
- E. Nothing herein shall limit a tenured administrator's rights under Education Law sections 3020 and 3020-a.
- F. Nothing herein shall preclude the suspension of an administrator pending a decision on dismissal.

XV. CURRICULUM COMMITTEES

A. Curriculum committees of professional staff to work with the Superintendent shall be established from time to time. Such committees shall be selected in consultation with the personnel affected by proposed changes. The result of committee work shall be presented to the personnel affected by proposed changes before being presented to the Board.

B. Each such curriculum committee shall have a chairperson. It shall be the responsibility of each committee chairperson to keep appropriate administrators informed of the process and recommendations of the committee. Administrators, in turn, are responsible for keeping other appropriate staff informed.

C. Proposals from teachers to adjust or innovate from the standard curriculum shall be considered by the appropriate curriculum committee.

XVI. ASSOCIATION BUSINESS

A. The Superintendent shall make available, without charge to the Association, facilities for the meetings of the Association's Executive Council, for general meetings of the Association, and for Committee meetings of the Association. These meetings must be scheduled so as not to interfere with the regularly scheduled educational programs of the Batavia City Schools.

B. The Association shall be permitted use of duplication equipment.

XVII. TERMINATION BENEFITS

A. An administrator who voluntarily terminates his/her employment under one of the following conditions shall be eligible for payment to compensate for prior services rendered to the District:

1. The administrator must be in the 10th year of service to the Batavia City School District.

-OR-

2. The administrator must terminate his/her employment not later than the July 1 following the date that the administrator first becomes eligible for benefits without penalty under the New York State Teachers' Retirement System under the terms and conditions of their respective tier. The administrator must have ten (10) years of active service in the District at the time of termination.

B. An administrator wishing to take advantage of this termination pay benefit must submit notice of termination to the Superintendent no later than the April 15 prior to the date on which the termination is to occur unless this requirement is waived by the Superintendent.

C. Lump Sum Termination Pay

Any administrator terminating his/her services during the 2015-2016, 2016-2017 or the 2017-2018 school years, who otherwise meet the conditions of this Article, shall have \$15,000 deposited into an IRC 403(b) account of the administrator's choice by the Batavia City School District.

D. Sick Leave Accumulation Credit

1. An administrator who voluntarily terminates his/her employment shall be eligible for 100% sick leave accumulation credit.

2. Accumulated sick leave for unit members hired prior to July 1, 2015 will be credited at the rate of 1/220th, prorated, of the administrator's final salary for every day of sick leave accumulated at the time of termination.

3. Accumulated sick leave for unit members hired on or after July 1, 2015 will be credited at the rate of 1/220th, prorated, of the administrator's final salary for every day of sick leave accumulated at the time of termination, not to exceed \$400 per accumulated sick day.

4. The District will continue membership in the current health insurance plan carried by the District with the money credited to the administrator for accumulated sick leave. If the District's current health insurance policy does not permit membership of retired administrators, the District will annually release an amount equal to the District's annual policy premium to the retired administrator for purchase of a private plan.

5. If both husband and wife were employees of the District, upon retirement of both, and if one spouse predeceases the other, the surviving spouse shall be allowed to draw insurance credit until such insurance credit is exhausted.

6. In the event of the death of the retiree, the spouse shall be allowed to draw insurance credit until such insurance credit is exhausted.

7. Such payments shall continue beyond the age 65 and/or until such funds are exhausted regardless of age.

E. Lump sum payments and accumulated sick leave credit will be given only for voluntary termination of employment by the administrator. It will not be paid for terminations for cause by the District or for layoffs.

F. Payment of the lump sum shall only be made to the administrator's IRC 403(b) plan in the school year of the July 1 termination of employment. The administrator shall not be entitled to a cash payment in lieu of the contribution to the IRC 403(b) plan.

G. This Article shall take effect the date this Agreement is signed by both parties.

H. A member who gives notice of intent to retire to the Superintendent ninety (90) days prior to the retirement date will be paid for up to twenty-four (24) days of accumulated vacation. Payment shall be made over the last six (6) regular checks prior to retirement.

#### XVIII. MANAGEMENT RIGHTS

A. The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the types of education service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedule and number of hours to be worked; to hire, layoff, assign, transfer and promote employees; to determine the number of administrative, teaching, and non-teaching staff; to make administrative assignments, to introduce new or improved methods, techniques or programs; to evaluate personnel, to determine whether or not to subcontract (subcontracting shall be based on sound business reasons and the District agrees to meet with the Association prior to implementing any subcontracting decision); to determine the number and duties of personnel; to discontinue to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this Agreement.

#### XIX. MISCELLANEOUS

A. Any time this Agreement requires the Superintendent to communicate with the Association, contacting the Chairperson of the Association in writing shall satisfy said requirements.

B. The parties agree to share available and non-confidential information, statistics, and records upon reasonable request which may be necessary to make intelligent decisions relevant to negotiations or necessary for the proper enforcement of terms of this Agreement.

C. In each year of the Agreement, once State Aid is known and a budget is adopted, no administrative position shall be dropped. In the event of an abolition of an administrative position, the affected employee shall be given at least thirty (30) days notice before the effective date.

## XX NON-RESIDENT ATTENDANCE

A. Children of current Batavia City School District BAA members who live outside of the District boundaries may be admitted annually to District schools upon written application to the Superintendent of Schools by August 1<sup>st</sup> immediately preceding the year of attendance. Such students must meet all the criteria set forth below.

Criteria for admission/continued attendance:

1. The student has an exemplary academic and behavior record.
2. Admission will not cause class size to exceed contractual limits.
3. No additional staff will be needed.
4. The student remains in good standing when enrolled. "Good standing" is defined as maintaining satisfactory standards in academics, attendance and behavior. The Superintendent of Schools will determine if a student is/is not in good standing.
5. Students who do not adhere to school rules and regulations will be subject to discipline, including suspension consistent with Section 3214 of the New York State Education Law and/or withdrawal of non-resident student attendance permission.
6. Transportation of the student(s) will be the responsibility of the parent(s).
7. In situations where custody of the child(ren) is shared, the employee must have primary physical custody.

B. The Superintendent of Schools reserves the right at any time to revoke the BAA member's child(ren)'s attendance at the Batavia City School District.

## XXI. CIVIL SERVICE LAW, ARTICLE 14, SECTION 204-a

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.

## XXII. SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the 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.



### XXIII. SALARY CONDITIONS/DETERMINATION

1. Eleven (11) month calendar shall mean teachers calendar plus twenty (20) additional days.
2. Paid vacation time for twelve (12) month employees will accrue at the rate of two (2) days per month, or a total of twenty-four (24) days per year.
  - a. A total of up to five (5) unused vacation days may be converted to Sick Days. These paid vacation days are not cumulative, except in the case of Article 17, Item H.
  - b. Upon the written request of an association member on a form provided by the Business Office, the District will buy back up to five (5) of the member's unused vacation days for that year. The request must be received by June 15 of the school year for the requested buyback. Payment will be made by separate check on or before August 1.

A new 12-month administrator to the District would receive immediately up to five (5) days for the purpose of relocating his/her family. These days would be deducted from the first year total of twenty-four (24) vacation days.

3. Any administrator on an eleven (11) month assignment may be requested by the Superintendent to work extra days at the rate of 1/200th of his/her prorated ten- (10) month salary per day.
4. The Superintendent shall place new administrators on the salary schedule.
5. Longevity Increment:
  - After an administrator completes eight (8) years of administration \$1,500/year shall be added to the administrator's salary after the increase is added.
  - After an administrator completes eleven (11) years of administration \$1,625/year shall be added to the administrator's salary after the increase is added.
  - After an administrator completes fourteen (14) years of administration \$1,750/year shall be added to the administrator's salary after the increase is added.
  - After an administrator completes sixteen (16) years of administration \$1,875/year shall be added to the administrator's salary after the increase is added.

After an administrator completes eighteen (18) years of administration \$2,000/year shall be added to the administrator's salary after the increase is added.

6. Salary Determination:

2015-2016: All members of the Association as of July 1, 2015 shall receive a \$2,700 increase over their 2014-2015 base salary

2016-2017: All members of the Association as of July 1, 2016 shall receive a \$2,850 increase over their 2015-2016 base salary

2017-2018: All members of the Association as of July 1, 2017 shall receive a \$3,000 increase over their 2016-2017 base salary

XXIV. DURATION

This Agreement shall become effective on July 1, 2015, except as otherwise noted herein and shall continue in full force and effect through June 30, 2018. The Association and the Superintendent shall present their proposals for any modification of this Agreement not later than February 15, 2018.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals this

10<sup>th</sup> day of August 2015.

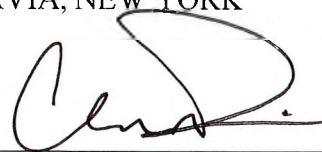
BATAVIA ADMINISTRATORS  
ASSOCIATION

By: \_\_\_\_\_

  
Trisha Finnigan  
Batavia Administrators'  
Association

SUPERINTENDENT OF SCHOOLS OF THE  
CITY SCHOOL DISTRICT OF THE CITY OF  
BATAVIA, NEW YORK

By: \_\_\_\_\_

  
Christopher Dailey  
Superintendent of Schools

BATAVIA CITY SCHOOL DISTRICT  
ADMINISTRATOR'S SALARY SCHEDULE  
2015-2018 (NEW HIRES)

APPENDIX A:

The Superintendent of Schools shall determine administrator starting base salaries within a range of \$88,000 to \$110,000 (not including longevity), in his/her discretion. This salary range does not apply to the Assistant Principal and Director of Facilities III.

The Superintendent of Schools shall determine Assistant Principal and Director of Facilities III starting salary base salaries within a range of \$70,000 to \$75,000 (not including longevity), in his/her discretion.

Should administrative positions be created during the life of the contract, the job description and beginning salary for these positions will be arrived at as the result of a consultation between the Batavia Administrators' Association and the Superintendent.