

AGREEMENT
BETWEEN
THE SUPERINTENDENT OF
THE WATERVLIET CITY SCHOOL DISTRICT
AND
THE WATERVLIET ADMINISTRATORS' ASSOCIATION

JULY 1, 2013 - JUNE 30, 2016

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PREAMBLE

In order to implement the provisions of the Taylor Law and to encourage and increase the effective and harmonious working relationship between the Board of Education of the Watervliet City School District ("Board") and the administrative employees recognized herein Administrators Association ("Association"), the Chief Executive Officer of the Board ("Superintendent") and the Association hereby enter into the following agreement:

ARTICLE I RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent and representative for all full time positions which require administrative certification and/or person(s) serving in an administrative capacity. Excluded positions shall include the Superintendent and Business Manager.

Pursuant to Section 210, Subdivision (1) of the Taylor Law, the Association hereby affirms that it does not assert the right to strike or any other prohibited full or partial work stoppage, against the District, to assist or participate in any such strike or to impose an obligation on its membership to conduct, assist or participate in any such strike.

ARTICLE II REQUIREMENT OF LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE III SAVINGS CLAUSE

In the event that any provision or application of this Agreement is held contrary to law or regulation, then such provision shall not be enforced or subject to the grievance procedure and all other provisions shall continue in full force and effect. Should any provision of this Agreement be held contrary to law or regulations, the parties shall meet immediately and confer on an appropriate course of action, and may agree to a new provision which will become effective upon ratification by both parties.

**ARTICLE IV
RIGHTS AND RESPONSIBILITIES**

1. An Administrator may serve as an advisor, as required, to the Board's negotiating team in its negotiations with other bargaining units. This participation will be for the purpose of obtaining the administrator's advice and will not constitute actual negotiations on behalf of the Board. None of the duties performed in accordance with this Article shall constitute a basis for a "managerial" designation under section 201(7) of the Civil Service Law.
2. Each month, the business manager of the District shall provide the building principal with specific information regarding the status of his or her budget accounts.
3. Should there be a vacancy in an administrative position, the Superintendent shall consult with the Association regarding the job description for that position.

**ARTICLE V
PROFESSIONAL DEVELOPMENT**

The District shall provide funds for the professional development of Administrators to improve their knowledge, skills and performance as Administrators of the District. In distributing the funds, the goals and guidelines of the District's Staff Development Committee shall be recognized and applied. An amount of \$1,000.00 shall be available each year for each Administrator. These funds may be applied toward, but not limited to:

1. National, state, and local professional dues; and
2. Tuition for approved courses, in-service and workshop fees and conferences costs.

Administrators who receive such benefits under this Article shall provide appropriate documentation for expenses, etc., incurred. Any funds remaining unused by any Administrator at the end of a school year shall be retained by the District.

**ARTICLE VI
DUES DEDUCTION**

1. The Board shall deduct from the salary of each Administrator, who so authorizes such deduction in writing on an agreed form, dues for membership in any appropriate professional organization so designated by the Administrator and shall promptly transmit the deductions to the designated organization. Dues will be deducted in ten ("10") equal installments, beginning with the first paycheck in September.
2. Dues deduction authorized by the Administrator must be renewed annually.

**ARTICLE VII
PROTECTION OF PROFESSIONAL REPUTATION**

1. Evaluation of Building Principals shall be in accord with the District's negotiated APPR Plan. Evaluations of Administrators not covered by the APPR plan shall be performed by a certified administrator who has the duty to supervise such Administrators. These evaluations will be placed in personnel files. Nothing herein shall be interpreted to limit the Board of Education's rights and responsibilities pursuant to the Education Law.
2. Formal written complaint received by the Superintendent from staff members, parents of students, students, community organizations or other interested parties, which directly concern an Administrator's performance of his or her professional duties shall be reported to the Administrator as soon as practicable.
3. No material derogatory to an Administrator's performance of his or her professional duties shall be placed in his or her personnel file until and unless the Administrator has had an opportunity to review and sign the material prior to inclusion. The Administrator shall acknowledge that (s)he has had the opportunity to review the material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material. The Administrator shall also have the right to submit a written reply to the material and his or her reply shall be reviewed by the Superintendent, and attached to the file copy. The refusal or failure of the Administrator to affix his or her signature to the material shall not preclude the District from placing such materials in his or her personnel file.

4. An Administrator shall have the right, upon request, to review the contents of his or her personnel file and to make copies of any documents, except for professional recommendations received by the District regarding the Administrator. An Administrator shall be entitled to have a representative of the Association accompany him or her during the review. The Administrator's review must take place on a working day. No more than twenty-four ("24") hours' notice of such review shall be required.

ARTICLE VIII PERSONAL INJURY BENEFITS

The Board shall be responsible to Administrators for the replacement or repair costs of damages to personal property which are demonstrated as being incurred in the course of employment as an Administrator with the District. The Board shall be responsible for such costs provided the damage is not due to the negligence or willful act of the Administrator.

ARTICLE IX WORK YEAR

1. Administrators shall work from July 1 until June 30 of each school year. For the 2013-2014 school year, Administrators shall be entitled to 22 paid holidays. Commencing in the 2014-2015 school year, administrators shall be entitled to 19 paid holidays each year. Administrators will not be entitled to days off on any "unused snow holidays," even if other employees are not required to report for work. The calendar will be presented and agreed upon by the administrators before July 1st of each school year. Salary shall be received bi-weekly from July 1 through June 30.
2. Should the District create any bargaining unit positions whose work year is less than twelve (12) months, the parties shall meet to negotiate the terms of that position.

**ARTICLE X
LEAVE FOR ADMINISTRATORS**

Section A. Sick Leave

1. Administrators shall be entitled to 18 paid sick days per year.
2. Unused sick leave may accumulate to a maximum of three hundred fifty ("350") days.
3. A doctor's statement may be requested in cases of illness exceeding five ("5") consecutive days.
4. Up to three ("3") days of family sick leave may be used by Administrators in the event of illness requiring bedside or household attention by the Administrator for the Administrator's spouse, child, parent, grandparent, or relative domiciled with the Administrator. Furthermore an Administrator may use up to an additional twelve ("12") days in the aggregate chargeable to the Administrator's sick leave for the care of the individuals stated above upon the approval of the Superintendent.

Section B. Personal Leave

1. Five ("5") days personal leave may be utilized by each Administrator for personal leave. In order to take the first two ("2") days, an Administrator need only state that the leave is personal. The remaining three ("3") days are available upon request and with the approval of the Superintendent.
2. The intent of personal leave is to allow Administrators to attend to matters that cannot be taken care of other than during the regular school day. Personal leave is not to be used to extend a school holiday or vacation.
3. Unused personal leave may be added to accumulated sick leave up to the maximum stated herein.

Section C. Bereavement Leave

Up to five ("5") calendar days of leave may be taken each year in the event of the death of an Administrator's spouse, sibling, sibling-in-law, child, child-in-law, parent, parent-in-law, grandparent, grandparent-in-law or a relative domiciled with the Administrator.

Section D. Jury Duty

An Administrator shall be granted leave without loss of pay to serve on a jury. Such leave will not be deducted from any other leave allowance. An Administrator who serves on any court jury shall pay over to the District any stipend he or she receives from the court if the District paid the Administrator's salary during the period he or she served as a juror.

Section E. Other Leave

Other leave may be granted upon request of the Administrator to the Superintendent. Such leave is within the discretion of the Superintendent and dependent upon the approval of the Board.

Section F. Vacation

Administrators will be granted twenty days (20) of vacation per year as of July 1 of his/her first year. One additional vacation day will be credited for each year as a district administrator (25 days total) beginning with July 1 of the individual's second year as a district administrator. Up to 15 days may be carried forward into the next year. An administrator who is employed less than 12 months will have this benefit prorated.

Section G. Vacation Buy-Back

Each year, administrators may choose to have up to five (5) days of accrued vacation bought back by the district at the per diem rate of the administrator's salary.

**ARTICLE XI
HEALTH AND DENTAL INSURANCE**

Section A. Health Insurance

The District shall contribute toward the premium cost of the eligible bargaining unit members' health insurance (CDPHP or New York State Empire Plan) as follows:

1. Ninety-five percent (95%) for individual and dependents(s) of bargaining unit members who enroll in the CDPHP plan commencing at the beginning of the 2014-15 school year.
2. Eighty percent (80%) for individual and dependent(s) of bargaining unit members who enroll in the Empire Plan commencing at the beginning of the 2014-15 school year.

The office visit co-pay for CDPHP shall be \$25 per visit and \$40 per visit to a specialist. However, the District shall reimburse \$15 per office visit and \$30 per visit to a specialist for the unit member or retiree and any covered dependent. Employees and retirees shall pay the plan co-pays in existence as of June 30, 2009, with the District reimbursing them any increase that may occur on or after July 1, 2009. District reimbursement procedures shall be provided by a third party administrator (TPA) and shall require submission of proof of payment by the covered individual.

The CDPHP prescription drug plan shall have co-pays of \$5 generic, \$25 formulary and \$40 non-formulary. Mail order co-pays shall be 2.5 times the single co-pay amount for a ninety (90) day supply.

New York State Empire Plan benefits levels, office visit co-pays and prescription drug co-pays are established by the State of New York through negotiations with State employee unions and extended administratively to local government agencies that participate in the New York State Health Insurance Program (NYSHIP).

Administrators who have achieved ten consecutive years of service in the District in any capacity and retire from the District will receive health insurance in retirement for life. The rate of contribution an administrator shall contribute to the cost of health insurance in retirement shall be fixed at the same rate of

contribution the administrator paid in her/his last year of employment in the District.

Section B. Dental Insurance

The District shall pay the full cost (100%) of individual, two person or family dental insurance for unit members. The District presently participates in a self-funded dental insurance plan administered by Ameritas. The District shall have the right to select the dental insurance carrier and plan, provided it does not reduce the level of benefits available under the coverage provided as of July 1, 1998.

Section C. Health Insurance Buy-out

1. Administrators who are eligible for health insurance under this Agreement shall also be eligible for an insurance buy-out if they are otherwise insured.
2. Any administrator who elects the health insurance buy-out must file written notice of exercising this option, with proof of other health insurance coverage, to the Superintendent by May 15 for a period of one year commencing July 1.
3. Administrators appointed after July 1 must make the selection within thirty ("30") days of their appointment.
4. The payment of this option shall be 30% of the coverage premium. Payment shall be made in December and June.
5. Re-entry will be allowed at any time subject only to the rules governing the health insurance plan chosen.
6. Retirees shall not be eligible for such buy-out.

ARTICLE XII GRIEVANCE PROCEDURE

Section A. Definitions

As used in this Article, the following terms shall have the following meanings:

1. "Employee" or "Administrator" shall mean any person employed by the District who is a member of the bargaining unit represented by the Watervliet Administrators' Association.
2. "Grievance" shall mean any alleged violation of this Agreement.
3. "Days" shall mean business days as set forth in the General Construction Law.

Section B. Grievance Procedures

Stage I — An Aggrieved Administrator shall present his or her grievance to the Superintendent in writing within ten ("10") days after the Administrator knew or should have known of the events or conditions on which the grievance is based. The Superintendent may investigate the matter and shall render his or her decision on the grievance within ten ("10") days after the grievance is presented at this stage.

Stage II — If the Administrator is not satisfied with the Superintendent's resolution of the grievance at Stage I, he or she may, within ten ("10") days of his or her receipt of the Superintendent's decision, request in writing that the grievance be considered by the Board. The aggrieved employee may at the time (s)he submits his or her grievance to the Board request a meeting with the Board. If such a request is made, such a meeting shall be held within thirty ("30") days of the meeting with the Grievant or, if no meeting is held, within thirty ("30") days of the Board's receipt of the written grievance.

Stage III — In the event the Association is not satisfied with the statement of the Board with respect to the grievance, it may, within fifteen ("15") days after receiving the statement, submit the grievance to binding arbitration in accordance with the rules and procedures of the American Arbitration Association.

**ARTICLE XIII
RETIREMENT BENEFITS**

1. Members of the bargaining unit who retire from the District shall be entitled to payment for fifty ("50") percent of unused sick days at their final per diem rate. For the purposes of this provision, unused sick days may be accumulated to a maximum of two hundred ("200") days plus one ("1") day for each year of full time service in the district regardless of position.
2. Members of the bargaining unit who retire from the District shall be entitled to payment for accumulated unused vacation leave up to a maximum of forty ("40") days at their final per diem rate.
3. For purposes of this provision, payment to retiring members hired before July 1, 2014 shall be based on their per diem rate at the time of retirement calculated by dividing their annual salary by two hundred forty ("240") days; all others will be divided by two hundred sixty days ("260").

**ARTICLE XIV
SALARY**

Section A. Salary Range

The salaries of Administrators shall be subject to the minimum salary ranges set forth below:

Years of Administrative Experience	Assistant Principals	Directors	Principals
0	\$65,975.00	\$72,065.00	\$81,200.00
1	\$66,964.00	\$73,146.00	\$82,418.00
2	\$67,969.00	\$74,243.00	\$83,654.00
3	\$68,988.00	\$75,357.00	\$84,909.00
4	\$70,023.00	\$76,487.00	\$86,183.00
5	\$71,073.00	\$77,634.00	\$87,475.00

Section B. Salary Adjustment

Each Administrator's salary shall be increased as follows:

2013-2014	Pay Freeze
2014-2015	2.25%
2015-2016	2.25%

Section C. Stipends

1. Members of the bargaining unit assigned to the duties of Summer School Principal shall receive an annual stipend of \$5,000.
2. Members of the bargaining unit assigned to the duties of Director of Adult Education shall receive an annual stipend of \$2,000.
3. Members of the bargaining unit assigned to the duties of Director of Physical Education shall receive an annual stipend of \$1,000. This position shall first be offered to any unit member who is both certified in administration and Physical Education before being opened to persons not covered under this agreement. Notwithstanding, it is expressly understood that the parties recognize the exclusivity of the position being a unit position regardless of whether it is filled by persons within or outside the unit.
4. Longevity Salary Adjustment

Years of Administrative Service in the District	Base Salary Adjustment
At 3 years	\$2,000
At 7 years	\$2,500
At 9 years	\$3,500
At 11 years	\$4,000
At 13 years	\$4,500

For unit members hired before July 1, 2014, longevity salary adjustments will be added to the base salary, shall be cumulative and will be paid at the beginning of the year required to qualify for such salary adjustments.

For unit members hired after July 1, 2014, longevity salary adjustments shall not be added to base salary, shall be non-cumulative, and will be paid upon completion of the year required to qualify for such salary adjustments.

5. Salary Adjustment for Degree

Degree earned at Watervliet	Base Salary Adjustment
2 nd Masters	\$650
Doctorate	\$1,000

6. Professional Development

Effective with any coursework approved by the Superintendent following the date of ratification, the District will pay for the costs of tuition and texts for approved graduate course work for up to six (6) credit hours per semester. Payment will only be made when the coursework is completed with a grade of B or better and the cost shall be capped at the SUNY Albany charge for graduate credit hours.

Section D. Calculation of Salary Upon Separation from Service

In contemplation of termination of employment, each administrator employed by the District prior to June 30, 2014, shall inform the Superintendent of the exact date of his/her resignation or retirement. Upon separation from service, each administrator shall be entitled to 1/12 of his/her annual salary for each full month worked. If an administrator provides service for ½ or fewer of the working days in a month, he/she shall be entitled to 1/240 of his/her annual salary for each day worked. If an administrator provides service for more than ½ of the working days in a month, he/she shall be entitled to 1/12 of his/her annual salary with a deduction of 1/240 of his/her annual salary for each day not worked. Administrators hired by the District on or after July 1, 2014 shall inform the Superintendent of the exact date of his/her resignation or retirement. Upon separation from service, each administrator shall be entitled to 1/12 of his/her annual salary for each full month worked. If an administrator provides service for ½ or fewer of the working days in a month, he/she shall be entitled to 1/260 of his/her annual salary for each day worked. If an administrator provides service for more than ½ of the working days in a month, he/she shall be entitled to 1/12 of his/her annual salary with a deduction of 1/260 of his/her annual salary for each day not worked.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

1. The Superintendent shall have the right to transfer any administrator to another administrative position in the District based upon the Superintendent's interpretation of the District's needs and goals. If the Superintendent plans to transfer an administrator, the Superintendent will inform the administrator as soon as possible; likewise, if an administrator plans to leave the district he/she will inform the Superintendent as soon as possible, but at the very least, thirty ("30") days prior to the intended departure as required by Section 3019(a) of Education Law. (Either party may request a meeting).
2. Administrators shall be required to work snow days unless cancelled by the Superintendent.
3. Each building must be covered at all times by at least one of its building administrators, unless prior approval has been obtained from the Superintendent, subject to administrators' rights to sick and personal leave.
4. At least one administrator from each building shall attend meetings of the Board of Education, unless prior approval is obtained from the Superintendent. Administrators shall be excused if the Board of Education meetings in February or April take place during school vacations.

**ARTICLE XVI
DURATION OF AGREEMENT**

This contract shall be in effect for the period from July 1, 2013 through June 30, 2016.

FOR THE DISTRICT:

FOR THE ASSOCIATION:



Dr. Lori S Caplan 4-23-2014
Superintendent of Schools
Watervliet City School District



Janelle Gianni
President
Watervliet Administrators' Association