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#### **Contract Database Metadata Elements**

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AD2/8405

***WEST GENESEE ADMINISTRATORS' ASSOCIATION***

***CONTRACTUAL AGREEMENT***

***WITH***

***WEST GENESEE CENTRAL SCHOOL DISTRICT***

***AND***

***THE WEST GENESEE ADMINISTRATORS' ASSOCIATION***

***July 1, 2004 - June 30, 2007***

**RECEIVED**

**NOV 22 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **PREAMBLE**

The West Genesee Central School District, hereinafter referred to as the "District," and the West Genesee Administrators' Association, hereinafter referred to as the "Association," declare that it is our mutual goal and function to strive for the finest possible education for the children of the West Genesee Central School District. It is toward this end that the District and the Association enter into this collective bargaining Agreement.

## **ARTICLE I AGREEMENT SCOPE**

### Section 1.1 Entire Agreement

This Agreement constitutes the entire agreement between the District and the Association, and the District shall not be obligated by any requirement that is not expressly set forth in this Agreement.

### Section 1.2 Amendment to Agreement

This Agreement may be amended only by signed written agreement between the parties. A party desiring amendment will notify the other in writing, setting forth the proposed amendment. The other party shall not be obligated to discuss or negotiate concerning such proposed amendment, or any other subject matter whether or not covered by this Agreement, during the term of this contract.

## **ARTICLE II RECOGNITION**

### Section 2.1 Recognition

The District, pursuant to the provisions of the Taylor Law hereby recognizes the Association as the exclusive bargaining agent and representative for all of the administrators in the bargaining unit as set forth in Section 2.2 for the term of this Agreement, subject to the provisions of the Taylor Law.

It is mutually agreed that the bargaining unit shall include the titles listed below:

- a) High School Principal
- b) Middle School Principal
- c) Elementary Principal
- d) High School Assistant Principal
- e) High School Academic Dean
- f) Middle School Assistant Principal
- g) District Director of Fine Arts

Section 2.2 Bargaining Unit (contd)

- h) District Director of Physical Education and Athletics
- i) District Director of Special Education
- j) Director of Counseling Services

**ARTICLE III  
CHANGES IN ORGANIZATION STRUCTURE**

Section 3.1 Decision to Add or Abolish Positions

Where practicable, the Association shall be notified in writing sixty (60) days prior to the date of implementation of any proposed modification to the organizational structure of the District which would result in an addition to, or reduction of, positions represented by the Association. The Association may react to such proposed modifications and present a written response within twenty (20) school days to the District for its consideration.

**ARTICLE IV  
PAYROLL DEDUCTIONS**

Section 4.1 Payroll Deductions.

Employees shall be permitted to use a payroll deduction program for each of the following:

- a) Payroll savings plan - to be operated in cooperation with a designated bank. The amount shall be determined by the employee, and deposits shall be made directly to the designated bank.
- b) United Fund - An employee may empower the District to withhold a specified amount from each pay for a stated number of pay periods so as to satisfy his/her United Fund pledge by the end of the current fiscal year.
- c) Premiums for District sponsored insurance program for employees or dependents.
- d) Payroll deduction for Tax Sheltered Annuity:
  - 1. Any member of this bargaining unit is eligible to participate in the plan.
  - 2. Any annuity may be purchased from any company approved by the District.
  - 3. All procedures shall be in accordance with the law regulating such investments.

#### Section 4.1 Payroll Deductions (contd)

4. The School District accepts no responsibility for advising employees for the continuance of permissive legislation.
  5. The plan represents an adjustment of salary for tax purposes, not a payroll savings device.
  6. Participants must be advised by company representatives that they are responsible for contributions to retirement based on full contract salary. Adjustment is made for tax purposes only.
  7. Authorization of modification of salary must be received by District treasurer on form furnished by District (TSA-2).
  8. Payments to companies will be made. Participants must make salary adjustment in advance to be included in six (6) month period immediately following payment.
  9. Employees may join system at any time by authorizing lump sum modification or prorated over regular six (6) month period.
  10. There can be no constructive receipt of funds by employee. Hence, contribution can be made only by salary adjustment and never by direct payment for employee.
- e) WESTAR Credit Union - Amount to be paid to Credit Union shall be designated by member, whether as a savings or as a loan repayment. Amount shall continue to be deducted from pay until authorization is changed by the Credit Union official.
- f) When authorized in writing, the District shall deduct from an administrator's salary dues for:
1. School Administrators' Association of New York State.
  2. National Association of Secondary School Principals.
  3. National Association of Elementary School Principals.
- g) Other payroll deductions may be authorized by agreement between the WGAA and the Superintendent.



**ARTICLE V  
ADMINISTRATORS' RIGHTS**

**Section 5.1**

All disciplinary interviews of administrators will be conducted in private. The administrator will have the right to be represented in any formal disciplinary interview/conference.

**Section 5.2**

Each administrator shall be assigned a primary evaluator as designated by the Superintendent. An administrator covered by this Agreement will receive an annual written evaluation from his/her primary evaluator. The primary evaluator will review the evaluation with the administrator in a personal conference. Each administrator will have the opportunity to attach a written response to the evaluation in the personnel folder.

Each administrator will receive a pre-evaluation conference to establish the major evaluative criteria prior to October 1 of each year.

**Section 5.3**

Official administrative files shall be maintained under the following circumstances:

- a) No written statement, excluding references and information obtained in the process of evaluating the administrator for employment, which is discrediting to an administrator's conduct, service, character or personality, shall be placed in the files unless the administrator shall acknowledge that (s)he has read such material by affixing his/her signature in the copy to be filed. The signature does not necessarily indicate agreement with its content.
- b) Each administrator shall have the right, upon request, to review the contents of his own personnel file and make copies thereof. The review shall be made in the presence of the Superintendent of Schools or his designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### Section 6.1 Definition of Grievance

A grievance shall mean any claimed violation of the express terms of this Agreement.

### Section 6.2 Procedure

A grievance may be raised by the Association according to Step 1 (B) or by the aggrieved administrator covered by this Agreement. Once raised, the grievance will be resolved by the following procedure:

#### Step 1. Informal Stage

- a. The grievance shall be first orally discussed between the grievant, who may be accompanied by a representative, and the grievant's immediate supervisor or other District representatives as designated by the Superintendent. The grievant may also discuss the matter with the Superintendent or his designee.
- b. If a grievance affects a group of administrators or involves system-wide policies, it may be submitted by the Association directly at Step 2.

#### Step 2. Formal Stage

A grievance which is not resolved in Step 1 shall be submitted in writing to the Superintendent or his designee. The written grievance must be signed by the grievant and set forth the specific claim being made together with a statement of the facts surrounding the grievance and the remedy or relief requested. Within two (2) weeks after the submission of the written grievance there shall be a meeting between the Association (maximum - four [4] members) and the Superintendent and/or his designee. A written signed grievance must be received by the District within thirty (30) calendar days of the act, occurrence or event complained of or the grievance will be deemed waived.

#### Step 3. Appeal Stage

If the grievance remains unresolved after the Step 2 meeting, the Association may appeal the grievance in writing to the Board within two (2) weeks after the Step 2 meeting. It shall present its position concerning the grievance to the Board of Education in executive session. In such event, the Association shall be limited to three (3) representatives, only one (1) of whom shall be spokesperson. Both parties shall have the opportunity to rebut the other's respective positions and respond to Board questioning. The Board shall render a final decision within two (2) weeks after receiving the appeal.

#### Step 4. Arbitration

##### a) Advisory Arbitration

1. If the grievance remains unresolved after the Stage 3 decision and if the grievance involves a provision of the contract other than those set forth in subparagraph (b) (1) below, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration in accordance with its voluntary arbitration rules.
2. The parties agree to give good faith consideration to the decision of the arbitrator, but such decisions shall be advisory only. If the arbitrator's award is accepted by the parties hereto, the award shall be final and binding to all parties affected hereby. In the event that either of the parties hereto fails to accept the award of the arbitrator, then this party must submit in writing within ten (10) days a statement of their reasons. Then any party affected shall be free to pursue any remedy available under law.

##### b) Binding Arbitration

1. If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District of an express provision of Article IV, VI, VII, VIII, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration of the grievance in accordance with its voluntary arbitration rules.
2. The decision of the arbitrator in such a case shall be submitted to the Board and the Association within thirty (30) days after the Hearing and, subject to law, shall be final and binding.

##### c) Decision and Expenses

The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

##### d) Powers of the Arbitrator

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor to render any decision which conflicts with a law, regulation, directive, or other obligation binding upon the District; nor to imply any obligation upon the District which is not specifically set forth in this Agreement.

e) Time Limits

If a written copy of the grievance was not served on the District within thirty (30) calendar days of the act, occurrence, or event complained of, or if the grievance was not submitted in writing to the American Arbitration Association within fourteen (14) days after the Step 3 decision, the grievance will be deemed waived and there shall be no right to arbitration. The time limits set forth in this Section (e) may be extended only upon the written consent of the Superintendent. Should the Board not adhere to the time limits set forth in this Article, the Association may proceed to the next following step.

**ARTICLE VII  
LEAVES OF ABSENCE**

Section 7.1 Jury Duty

- a) Jury duty is a civic responsibility which should be recognized and accepted by all citizens.
- b) Administrators called for jury duty will receive regular remuneration less pay for jury duty for each scheduled workday on which they serve on a jury.

Section 7.2. Leave Allowable for Attendance at Court

If an administrator's presence is required in court as a witness for expert testimony, the administrator shall be excused for the period demanded by the court without loss of pay. These days of absence are not to be deducted from the administrator's accumulated days of sick leave. This paragraph only applies where the administrator is not personally involved in the pending legal matter or, if the administrator is personally involved, where the litigation arises out of the administrator's employment with the District.

Section 7.3. Pregnancy Disability

- a) An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires, provided that her attending physician verifies in writing that she is capable of performing her professional obligations. Such verification will be provided to the Superintendent or his designee on a monthly basis beginning with the sixth (6th) month of pregnancy, such administrator shall have the right:
  - 1. To return to active employment whenever, after delivery, her physician verifies in writing that she is capable of performing her professional obligations.
  - 2. To use her accumulated sick leave benefits in the event that she is not capable of performing her professional obligations by reason of a medical disability as verified by her physician in connection with or resulting from her pregnancy.

### Section 7.3 Pregnancy Disability (contd)

- b) If the District desires to verify the findings of the attending physician it may do so through a physician of its own selection and at the expense of the District.
- c) In the event of a professional difference of opinion between the District physician and the administrator's attending physician, the final determination shall be made by a qualified physician selected by the Onondaga County Medical Association.
- d) Reasonable notice will be given by the administrator as to when she intends to leave and when she intends to return.

### Section 7.4. Child Rearing

- a) In the case of a birth or the adoption of a child of ten (10) years or less, an administrator, upon written request, will be granted a leave of absence up to two (2) years for child rearing purposes under the following conditions:
  - 1. Requests shall be submitted at any time between the commencement of the pregnancy and one (1) month after the birth of the child. In the case of adoption, the request shall be made prior to the actual date of placement.
  - 2. When the birth of a child is anticipated during the first two (2) months of the school year and a child rearing leave is being requested, such leave must commence at the beginning of the school year, or at the end of the physical disability caused by the childbirth, whichever is later. Where, pursuant to this sub-paragraph (2), the child rearing leave commences at the beginning of the school year, the following shall apply: During the period of actual physical disability caused by the pregnancy during such time-month period, the administrator shall receive all benefits of maternity disability subject to the availability of her accumulated sick leave benefits.
  - 3. Following such leave, the administrator may return only at the beginning of the school year or the semester break after three (3) months' advance written notice to the District. Unless the Board otherwise approves, such three (3) month notice period will be waived only if there is an unforeseeable and substantial change in circumstances. In such a case, the administrator will give notice as early as possible prior to the beginning of the school year or semester break involved.
  - 4. All child rearing leaves will be without salary. Insurance benefits will be continued during such leave of absence only if the administrator assumes the total cost of such continued coverage. Such insurance benefits may be purchased through the District.

#### Section 7.4 Child Rearing (contd)

5. All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave and previously accrued credits toward tenure, will be restored to the administrator upon his/her return, and the administrator will be assigned to the same position which (s)he had at the time said leave commenced or to a substantially equivalent position, if either or both is available.
6. Additional benefits will not be accumulated during the period of the leave.
7. In the case of a non-tenured administrator, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.
8. It shall be considered just cause for discharge for an administrator to engage in employment in excess of twenty (20) hours of work per week for any other employer or employers during such a leave of absence without prior written consent of the District. If the District refuses permission for the administrator to engage in employment in excess of twenty (20) hours of work per week, the administrator shall be given the option of returning to the administrator's former position, or a substantially equivalent position in the District.

#### Section 7.5. Leave for Personal Business

1. A written notice for personal leave not to exceed three (3) days per year will be granted upon the approval of the Superintendent. No reason has to be given. Unused personal leave will be added to accumulated sick leave.

#### Section 7.6. Sick Leave

Administrators shall be granted 1.2 days sick leave per month of employment without loss of salary due to bona fide inability to work because of sickness or disability. After five (5) days of sick leave in any school year, the Superintendent may, at his discretion, require a physician's certification of illness for subsequent claims under sick provisions. Each administrator will be awarded 1.2 days of sick leave for each month of his/her contract year in advance, as of July 1 of each year. New hires will be granted the same on a prorated basis.

#### Section 7.7. Leave for Sickness or Death in Immediate Family.

Administrators will be allowed five (5) days of absence per school year for each individual incident without loss of pay on account of critical illness (severe or hospitalization) or death in the immediate family.

### Section 7.7 (contd)

- a) Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law or father-in-law, sister or brother, or person occupying the position of parent.
- b) Those days will be deducted from the administrator's accumulated sick leave.

### Section 7.8. Leave for Death of Relatives

One (1) day of deductible leave from the administrator's accumulated days of sick leave shall be allowed for absence due to death of uncle, aunt, cousin, nephew, niece, grandparent, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

### Section 7.9. Leave Allowable Due to Injury Incurred in Line of Duty

In the event of absence due to injury incurred in the performance of duty:

- a) The provisions of the Workers' Compensation Law shall be followed.
- b) Days of absence due to injury in performance of duty are not to be deducted from the administrator's accumulated sick leave. In cases where reimbursement under Workers' Compensation applies, the School District will pay the employee the difference between the amount received under compensation and the employee's salary so as to insure full pay during the period allowed for absence from duty. The District may, at its discretion, increase the number of days allowed on this account.

### Section 7.10. Professional Growth

- a) The Board, may at its discretion, grant additional leaves of absence, either with or without pay, upon application by a member of the administrative staff.
- b) The leave shall in no case be for more than one (1) calendar year.
- c) Upon prior approval and successful completion, the District will reimburse an administrator the cost, of tuition for a maximum of three (3) credit hours per year.

**ARTICLE VIII  
SALARY AND OTHER COMPENSATION**

Section 8.1 Salary Adjustment

For the school years 2004-05, 2005-06 and 2006-07, a four (4%) percent increase will be applied each year as a general across the board increase to the base contract salary for each administrator.

The increases will apply to administrators who occupy the same position as they occupied June 30 of the previous contract year.

Section 8.2. Additional Payments

- a) Administrators with twenty (20) years of service in the West Genesee District are entitled to a longevity increment in the school year 2004-05 of five hundred seventy (\$570) dollars for those holding a masters degree and six hundred seventy-five (\$675) dollars for those holding a CAS and seven hundred eighty (\$780) for those holding a Ph.D/Ed.D.

Administrators with twenty (20) years of service in the West Genesee District are entitled to a longevity increment in the school year 2005-06 of five hundred ninety five (\$595) dollars for those holding a masters degree and seven hundred five (\$705) dollars for those holding a CAS and eight hundred ten (\$810) for those holding a Ph.D/Ed.D.

Administrators with twenty (20) years of service in the West Genesee District are entitled to a longevity increment in the school year 2006-07 of six hundred twenty (\$620) dollars for those holding a masters degree and seven hundred thirty (\$730) dollars for those holding a CAS and eight hundred forty five (\$845) for those holding a Ph.D/Ed.D.

- b) Administrators with twenty five (25) years of service in the West Genesee District are entitled to an additional increment in the school year 2004-05 of five hundred seventy (\$570) dollars for holding a masters degree and six hundred seventy five (\$675) dollars for holding a CAS and seven hundred eighty (\$780) dollars for those holding a Ph.D/Ed.D.

Administrators with twenty five (25) years of service in the West Genesee District are entitled to a longevity increment in the school year 2005-06 of five hundred ninety five (\$595) dollars for holding a masters degree and seven hundred five (\$705) dollars for holding a CAS and eight hundred ten (\$810) dollars for those holding a Ph.D/Ed.D.

Administrators with twenty (25) years of service in the West Genesee District are entitled to a longevity increment in the school year 2006-07 of six hundred twenty (\$620) dollars for those holding a masters degree and seven hundred thirty (\$730) dollars for those holding a CAS and eight hundred forty five (\$845) for those holding a Ph.D/Ed.D.



- c) Administrators with thirty (30) years of service in the West Genesee District are entitled to a longevity increment in the school year 2004-05 of five hundred seventy (\$570) dollars for those holding a masters degree and six hundred seventy-five (\$675) dollars for those holding a CAS and seven hundred eighty (\$780) for those holding a Ph.D/Ed.D.

Administrators with thirty (30) years of service in the West Genesee District are entitled to a longevity increment in the school year 2005-06 of five hundred ninety five (\$595) dollars for holding a masters degree and seven hundred five (\$705) dollars for holding a CAS and eight hundred ten (\$810) dollars for those holding a Ph.D/Ed.D.

Administrators with thirty (30) years of service in the West Genesee District are entitled to a longevity increment in the school year 2006-07 of six hundred twenty (\$620) dollars for those holding a masters degree and seven hundred thirty (\$730) dollars for those holding a CAS and eight hundred forty five (\$845) for those holding a Ph.D/Ed.D.

- d) Administrators with thirty five (35) years of service in the West Genesee District are entitled to a longevity increment in the school year 2004-05 of five hundred seventy (\$570) for those holding a masters degree and six hundred seventy-five (\$675) for those holding a CAS and seven hundred eighty (\$780) for those holding a Ph.D/Ed.D.

Administrators with thirty five (35) years of service in the West Genesee District are entitled to a longevity increment in the school year 2005-06 of five hundred ninety five (\$595) dollars for holding a masters degree and seven hundred five (\$705) dollars for holding a CAS and eight hundred ten (\$810) dollars for those holding a Ph.D/Ed.D.

Administrators with thirty five (35) years of service in the West Genesee District are entitled to a longevity increment in the school year 2006-07 of six hundred twenty (\$620) dollars for those holding a masters degree and seven hundred thirty (\$730) dollars for those holding a CAS and eight hundred forty five (\$845) for those holding a Ph.D/Ed.D.

- e) Administrators holding a Ph.D/Ed.D from an accredited institution or National Board Certification will receive a two thousand (\$2,000) dollar stipend annually.
- f) A one and one-half (1 1/2%) percent pool of monies each year will be calculated against the units prior year's base salaries. This pool shall be established for compensation for additional responsibilities which a unit member and the Superintendent mutually agree are significantly additional beyond the administrators normal work responsibilities so as to warrant extra compensation. The amount agreeded to by the Superintendent shall be paid upon completion of the additional responsibility. It shall not be added to the base salary. The parties further

## Section 8.2. (Contd)

understand and agree that the establishment of the pool is not a guarantee that said monies will be expended. Any dispute over the amount to be awarded for additional responsibilities or whether or not the additional responsibilities have been completed may be appealed by the unit member to the Board of Education whose decision shall be final and binding on all parties.

This provision, notwithstanding Section 209a-1(e) of the Taylor Law, will expire on June 30, 2007.

## Section 8.3. Retirement Incentive

- a) An administrator who actually retires pursuant to the provisions of the New York State Teachers Retirement System and who serves written notice of such intended retirement as well as the effective date of retirement to the District at least ninety (90) days prior to the date of retirement, shall receive upon retirement a one (1) time bonus, which is equal to his/her accumulated and unused sick leave multiplied by thirty five (\$35) dollars per day (In extenuating circumstances an appeal may be made to the Board of Education).
- b) For those administrators who actually retire, the district will offer two (2) years paid up health insurance. This is in addition to any health benefits accrued through the years of service provision.
- b) Any administrator aged fifty-five (55) or older who has completed ten (10) years of service with the district and who actually retires pursuant to the provisions of the New York State Retirement System and who serves written notice of such intended retirement as well as effective date of retirement on the district at least three (3) months prior to the date of retirement, shall be entitled to a retirement award equal to twenty (20%) percent of his/her final year's salary.

Or

- c) Any administrator who serves written notice of his/her intention to retire three (3) years prior to the date of retirement and who will be fifty-five (55) years old or older and who will have completed ten (10) years of service with the district at the time of retirement will receive one third (1/3) of the 20% retirement incentive added to his/her salary for the last three (3) years. The incentive will be based on the administrator's salary in the notification year.

This section (8.3.c), notwithstanding Section 209a-1(e) of the Taylor Law, will expire on June 30, 2007.

## Section 8.4. Insurance

- a) The employer shall continue the basic health and major medical policy as other professional staff members receive in the District.

#### Section 8.4. Insurance (Contd.)

- b) Health Insurance - An administrator who has completed ten (10) years of service with the District and who retires from the District shall be entitled to health insurance coverage at no cost to said unit member for up to a maximum of six (6) years. The coverage (individual or family) shall be the same as that coverage in effect and was received by the employee immediately following the last enrollment period preceding their effective retirement date.  
Any retiring administrator may continue group health insurance coverage at their own expense providing there is no lapse.
- d) Dental Insurance - the District will contribute one hundred seventy-five (\$175) dollars per year for each bargaining unit member who works full time and participates in the plan. The District will also contribute one hundred seventy-five (\$175) dollars per year for dependent coverage for the above unit member's family.
- e) Fire Care Insurance - The District will contribute fifty (\$50) dollars each year the bargaining unit member works full time and participates in the plan. The District will also contribute fifty (\$50) dollars per year for dependent coverage for the above unit member's family.
- f) Any administrator who loses employment due to abolishment shall receive the same insurance coverage for sixty (60) days beyond the last benefit day.

### **ARTICLE IX MISCELLANEOUS**

#### Section 9.1 Change of Administrative Regulations

The Association shall be notified within fifteen (15) days, if practicable, in the event the District changes any policy or Administrative Regulation. The Association may, within ten (10) days, present a written response to such change for consideration by the District.

#### Section 9.2. Health Examinations

All administrative personnel must have a physical examination upon their appointment. The examination may be by a school doctor at the District's expense according to the standard fee schedule set by the District, or by the family doctor at the individual's expense. In either case, the examination must be reported on a form furnished by the School District. The District will reimburse an administrator to a maximum of two hundred (\$200) dollars toward an annual physical.

### Section 9.3. Insurance

Any improvement or change in the District's group insurance programs which is put into effect by the District during the term of this understanding for any other of its professional staff covered by collective bargaining agreements shall automatically become applicable to administrators.

### Section 9.4. Transfer

The District shall not transfer an administrator to a new building or assignment without prior consultation with the individual affected. Such transfer will be voluntary insofar as possible and within the specific tenure area of the administrator involved; provided however the final determination in any transfer shall rest with the District.

### Section 9.5. Legal Assistance

The District agrees to maintain, during the term of this Agreement, the current insurance coverage affording protection in the event of suit as a result of acts by an administrator within the scope of his/her employment.

### Section 9.6. Termination of Employment

- a) If the administrator desires to terminate employment during the term hereof, the administrator may do so upon not less than sixty (60) days prior written notice to the Superintendent. Said notice shall set forth the reason for termination.
- b) If the District desires to terminate the employment of an administrator by abolishment of position during the term hereof, it may do so as follows:
  - 1) If the administrator's position is abolished by the District, the Superintendent or designee shall notify the administrator of said abolishment in writing.
  - 2) If the date of receipt of notice is less than ninety (90) days before the effective date of the abolishment of the position, the administrator shall receive ninety (90) days of compensation.

Section 9.7. Mileage

The employer agrees to pay mileage compensation at the IRS per mile rate. Mileage will be paid only to those persons who, in the Superintendent's judgment, are required to use their cars in the course of assigned duties.

This Agreement shall become effective on July 1, 2004 and remain in full force and effect until June 30, 2007.

*Rudolph C. Burtis*  
Superintendent  
West Genesee Central Schools

*Robert Hachashi*  
President  
West Genesee Administrators' Association

Date: 3/15/04

Date: 3/15/04

## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is entered into this *15<sup>th</sup> day of March 2004*, by and between the West Genesee Central School District (“the District”) and the West Genesee Administrators Association (“the Association”).

**WHEREAS**, the District and the Association have a mutual desire to implement a non-elective employer 403(b) contribution, the following points are agreed to:

The District and Association agree that payments upon retirement specified in Article 8.3 of the Agreement will become non-elective employer contributions to a 403(b) plan of the unit member’s choosing from the District’s list of plan carriers that are able to accept such contributions. The contributions will be in accordance with Internal Revenue Code rules and regulations. The contributions shall be subject to the contribution limits and will be available to all unit members eligible as specified in said Article of the Agreement. The contributions will be remitted within thirty (30) days of the unit member’s retirement date.

In the event that such contributions exceed acceptable contribution limits as specified in Internal Revenue Code rules and regulations, the district agrees to pay any excess over the limits as compensation to the unit member. This payment will be made to the unit member within thirty (30) days of the unit member’s retirement date.

For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution to the 403(b) will be reported as non-regular compensation to the NYSTRS. Any contribution exceeding the 403(b) limits will be reported as non-regular compensation to the NYSTRS.

If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account or the improper withholding or non-withholding of any required deductions, the employee shall hold the District harmless for such penalty or other assessment.

In agreeing to adopt the 403(b) program noted in this Memorandum of Agreement, the District makes no representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or parties.

This Memorandum of Agreement shall be coextensive with operative provisions of Article 8.3 of the negotiated Agreement and, notwithstanding Section 209(a)1(e) of the Taylor Law, shall expire on June 30, 2007 unless otherwise extended by written mutual agreement of the parties.

**MEMORANDUM OF AGREEMENT**

**HEALTH INSURANCE WAIVER**

Full-time employees (29 1/2 or more hours per week) eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:

- A. If an employee elects to waive participation in the District's Health Insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
- B. Employees who elect to waive participation in the District's Health Insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The wavier option must be renewed by the individual annually during the September open enrollment period.
- C. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
- D. Employees who elect to waive their participation in the District's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount of time the employee did not have health insurance coverage through the District.
- E. Employees who elect to waive their participation in the District's health insurance program and then find it necessary to rejoin, would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the District.
- F. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application, is eligible for the waiver inducement amount.
- G. This provision expires effective 6/30/07.

Rey H. Hanchashi 3/15/04  
For the Association Date

Gregory A. Lewis 3/15/04  
For the District Date





