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Agreement Between
the
Superintendent
of the
Williamsville Central School District
and the
Williamsville Administrators' Association

July 1, 2007 — June 30, 2011
Agreement Between
the
Superintendent
of the
Williamsville Central School District
and the
Williamsville Administrators’ Association

July 1, 2007 — June 30, 2011
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This agreement is made and entered into between the Superintendent of the Williamsville Central School district (hereinafter called “District”) and the Williamsville Administrators’ Association (hereinafter called “Association”).

Article 1  General Provisions

1.1. Recognition and Terms

1.1.1. The District recognizes the Association as the exclusive collective negotiations representative of employees in the following negotiation unit:

All assistant building principals, building principals, and all other building-level administrative positions requiring more than fifty percent (50%) of their time in the position for administrative responsibilities and requiring administrative certification. All other employees of the District are excluded from this unit.

Such recognition shall continue for the maximum period permitted by law.

1.1.2. This is a four-year Agreement, beginning July 1, 2007, and ending June 30, 2011.

1.1.3. No provision of this Agreement may be deleted, waived, or changed, and no provision may be added to this agreement by implication or by any other means except by a written and dated amendment to this Agreement, signed by each party.

1.1.4. Except as provided in paragraph 1.1.5. of this Agreement, the District and the Association each waive any and all rights to insist on collective negotiations of any matter whether or not covered by this Agreement.

1.1.5. If either party desires to negotiate a successor to this Agreement, it shall serve written notice thereof on the other party not later than December 10th of the final year of this Agreement. The first negotiating meeting shall be held at a mutually agreeable date, time, and place, not later than January 31st of the final year of this Agreement.

1.1.6. The Association, pursuant to the NEW YORK STATE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT, reaffirms that said organization “does not assert to the right to strike or to impose an obligation to conduct, assist, or participate in such a strike.”

1.1.7. 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.

1.1.8. All management rights not expressly bargained away by the District are retained by it and may be exercised as long as such actions are not violative of law or of the terms and conditions of this Agreement.

1.2. Definitions and Legal Effect

1.2.1. Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:

a. "Board," means the District's Board of Education.
b. "Superintendent," means the Superintendent of Schools of the District appointed by the Board or any other person designated by the Board as Chief School Officer or on an acting basis.
c. "Administrator," means a person who is appointed to a position in the negotiating unit set forth in paragraph 1.1.1. of this Agreement.
d. "Party," means the District or the Association.
f. "Agreement," means this Agreement, all appendices to this Agreement, and all amendments to this Agreement.

1.2.2. Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

a. A word used in the singular number applies also to the plural.
b. A word used in one gender applies also to the other gender.
c. This Agreement speaks as of the time it is being applied.
d. Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
e. Each lettered appendix referred to in this Agreement (for example, "Appendix A") and each amendment to this Agreement are a part of this Agreement and are incorporated in this Agreement by reference.

1.2.3. If this Agreement requires a party to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.2.4. This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations.

1.2.5. All policies of the District which are inconsistent with the provisions of this Agreement, including its rules and regulations, shall be amended to the extent necessary to give effect to the provisions of this Agreement.
1.3 **Dues Deductions**

1.3.1. The District shall deduct Association dues and dues of organizations with which the Association is affiliated in a single deduction from the salary checks of an Administrator if, and only so long as, the District has on file a written authorization therefore signed by the Administrator.

1.3.2. Not later than November 15th of each school year, the Association shall certify to the District in writing the total amount of annual dues per Administrator to be deducted and the amount to be deducted from each salary check. Deductions shall begin with the first full pay period following receipt of the Association's certification. Not later than the end of the following week, the District shall remit to the Association all dues deducted during the previous payroll period.

1.3.3. The Association shall hold the District harmless against any claims, demands, suits, and liabilities of any kind arising out of the operation of this Section 1.3.

**Article 2 Grievances**

2.1 **General Provisions**

2.1.1. A "grievance" is a claim that a provision of this Agreement has been violated. A "grievant" is an Administrator or Administrators who have submitted a grievance.

2.1.2. In computing time limits provided in this Article 2, Saturdays, Sundays, and legal holidays shall be excluded.

2.1.3. The time limits set forth in this Article 2 must be strictly adhered to by the parties and the employees. However, the parties may, by mutual consent, extend any such time limit provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension shall not be withheld unreasonably by either party.

2.1.4. Before submitting a formal grievance as permitted by paragraph 2.2.1. of this Agreement, an Administrator must discuss the matter with the appropriate Assistant Superintendent and give him an opportunity to resolve the matter. Such discussion shall take place not later than the fifth consecutive day after the day on which the Administrator knew or should have known of the occurrence out of which the grievance arises. Such discussions shall be informal, but the Administrator shall clearly state to the Assistant Superintendent that he believes he may have a grievance.

2.2 **Steps**

2.2.1. **Step One:** Not earlier than the tenth consecutive day following the discussion required by paragraph 2.1.4. of this Agreement, but not later than the fifteenth consecutive day after such discussion, an Administrator who believes himself aggrieved shall present his grievance to the Assistant
Superintendent on the form provided in Appendix B. The Assistant Superintendent shall answer the grievance in writing not later than the fifth consecutive day after he received the grievance form.

2.2.2. **Step Two:** If the Administrator is not satisfied with the Assistant Superintendent’s answer, he may appeal it to the fifth consecutive day after the answer by written appeal which shall be accompanied by a copy of the grievance form and the Assistant Superintendent’s answer. Not later than the twentieth (20th) consecutive day after he received the appeal, the Superintendent shall meet with the aggrieved Administrator and the Assistant Superintendent and such other persons as either of them or the Superintendent feel may contribute to an understanding of the matter grieved. Not later than the tenth consecutive day following the conclusion of such meeting, the Superintendent shall render a written decision on the grievance, a copy of which shall be given to the Administrator and to the Assistant Superintendent.

2.2.3. **Step Three:** If the Administrator and the Association are not satisfied with the decision of the Superintendent, then the Association may appeal such decision not later than the fifth consecutive day after receipt of such decision by letter to Arbitrator Miriam Winokur and a copy of the letter to the Superintendent of Schools. The Arbitrator will arrange a mutually acceptable time for the arbitration hearing. If Arbitrator Miriam Winokur is unavailable for any reason, the Association may appeal by letter to the American Arbitration Association with a copy of the letter to the Superintendent of Schools. The letter must specifically identify the grievance being submitted and shall request the AAA to send to the Association and to the Assistant Superintendent for Human Resources a list of fifteen names of arbitrators. Within ten working days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the parties’ preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send to each party a second list of fifteen names, and the foregoing procedure will be followed with respect to the list. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.

The arbitrator’s decision shall be binding on the parties. The arbitrator shall have no power or authority to add to, subtract from, or modify this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

2.2.4. The District and the Association shall share equally the arbitrator’s fees and expenses and the fees of the AAA. If either party desires a verbatim
transcript of the arbitration proceedings, a copy of the transcript will be made for the arbitrator and the parties. The cost of the transcript will be shared equally by the parties.

Article 3 Terms of Employment

3.1 Terms and Conditions

3.1.1 Performance: The Superintendent has the right to withhold all or a portion of an increase in salary for the subsequent year provided the Administrator has received an unsatisfactory appraisal for the current year by use of the Appraisal of Administrative and Supervisory Performance form or a similar evaluation tool.

3.1.2 Abolishment of Position: It is the objective of the District any time an administrative position is abolished, to notify the incumbent in a timely fashion. Normally, no position should be eliminated until the close of a fiscal year. However, the District reserves the right to abolish any position with a minimum of ninety (90) days written notice given the incumbent prior to the effective date on which the position is to be abolished.

3.1.3 Assistant Principal Assuming Principal’s Duties: An Assistant Principal assuming the principalship for a period exceeding ten consecutive work days will be remunerated at the rate of $500 per month in addition to his regular salary for each month following the initial ten-day work period.

3.2 Leave Time

3.2.1 Vacation: An Administrator will receive twenty-six (26) days vacation for each twelve-month period worked. Service of less than a full year will result in a prorated amount of the twenty-six (26) days.

Vacation may be used during July and August as needed and upon written request to the immediate supervisor. Administrators should take their vacation when students are not scheduled for instruction. Vacation time used during September through June is by specific approval of the Superintendent.

Unused vacation may accrue at the rate of five (5) days per year to a maximum of fifty (50) days. Such days shall be included in the total number of days which may be accumulated in Article 4. Use of more than ten accrued vacation days in addition to the annual allotment is by specific approval of the Superintendent. Should an Administrator resign from the District for reasons other than retirement as defined in 4.1.4., he shall be paid for up to thirty (30) accumulated vacation days.

At the time of retirement from the District and the New York State Retirement System, an Administrator with twelve years of District service
will have the full allocation of twenty-six (26) vacation days effective July 1\textsuperscript{st}. This allocation may only be used as per Article 4.

3.2.2. **Emergency School Closing**: Administrators who work the first two (2) days that all buildings in the system are closed for emergency reasons such as flooding conditions, heavy snowfall, wind chill factor, etc., will receive compensatory time to be used in accordance with provision 3.2.1. (i.e., vacation). It is expected that Administrators will work on subsequent emergency school closing days if possible unless there is a travel ban. If the Administrator is not able to work on subsequent emergency closing days for reasons other than a travel ban, he may use personal or vacation time.

3.2.3. **Holidays**: Administrators shall be allowed leave without loss of pay for all school holidays listed below:

- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- ½ Day New Year’s Eve
- New Year’s Day
- Martin Luther King Day
- Patriots’ Day
- Good Friday
- Monday after Easter
- Memorial Day

3.2.4. **Sick Leave**: Sick leave without the loss of pay will be allowed if the Administrator has accredited but not used sick leave days. Eighteen sick leave days per year will be credited to each Administrator up to a maximum of two hundred fifty (250) days. An Administrator newly hired by the District shall be credited upon hire with a minimum of forty-five (45) sick leave days. Each year thereafter, effective July 1\textsuperscript{st}, each Administrator will be credited with eighteen sick leave days accumulative to the maximum.

3.2.5. **Family Days**: Six days leave without loss of pay in any work year shall be granted for sickness or death in the Administrator’s immediate family, religious holidays, or appearance in court (other than in the line of duty for the District or on Jury Duty).

3.2.6. **Jury Duty**: If an Administrator is called for Jury Duty, he shall notify the Assistant Superintendent for Human Resources not later than the first workday after he receives the call. Leave without loss of pay for Jury Duty shall be granted. The Administrator shall surrender to the District all fees excluding transportation expenses received for such Jury Duty.
3.2.7. **Conferences:** Upon approval by the Superintendent, an Administrator may be granted leave without loss of pay to attend professional meetings, conferences, and workshops and shall be reimbursed for all reasonable expenses in connection therewith in accordance with the current District policy. The District encourages Administrators to attend local, state, and national conferences and shall make an effort to provide sufficient funds to accomplish this objective.

3.2.8. **Personal Days:** An Administrator may have leave without loss of pay for personal business not to exceed two workdays in any work year. Such leave shall be taken only upon three days written notice to the Assistant Superintendent for Human Resources unless such notice is waived by him in writing.

3.2.9. **Excused Leave:** An excused, planned leave for purposes not covered by any other leave may be granted upon prior written request to the Superintendent who shall notify the Administrator as soon as practicable as to whether such leave is to be granted or denied and whether it shall be with or without loss of pay.

3.2.10. **Child Care:** An Administrator shall be entitled to a child care leave for an infant for as long as approximately two years. Such leaves will be without pay or the accrual of benefits. The leave may commence at any time with an application submitted ninety (90) days prior to the effective date of the leave. The District may waive any portion of the ninety (90) - day notice at its discretion. A binding written statement indicating whether he will return to employment effective July 1st must be received from the Administrator by April 1st. At the conclusion of the leave, the Administrator will be returned to a position within his tenure area.

3.3. **Health Benefits**

3.3.1. **Health Benefits Coverage:** The District makes available for eligible members Independent Health Encompass “C”. Effective July 1st, 2007, Administrators shall contribute to the cost of their health plans by paying five percent (5%) of the premium cost through payroll deduction.

Member contribution rates for the remainder of the Agreement shall be:

- 2008-09 ..................... 5%
- 2009-10 ..................... 7 1/2 %
- 2010-11 ..................... 7 1/2 %

3.3.1.1. **Non-Duplication of Benefits:** If both husband and wife are employees of the District, only one may enroll in a health benefit plan providing dependent coverage. Each may select a plan providing individual coverage if it is allowed by the carrier.
The District will pay five hundred dollars ($500) to each Administrator eligible for family coverage who does not enroll in any health benefits program.

3.3.2. Dental Plan: The Dental Plan will be self-funded by the District at the level in effect during 2006-07.

3.3.3. Section 105.h Account: Effective July 1, 2007, an account shall be credited in the amount of $500.00 per member. The Board contribution in each school year thereafter shall be:

- 2008-09 $500.00
- 2009-10 $750.00
- 2010-11 $750.00

Member payment of eligible medical expenses shall be via a District provided debit card. Balances in the fund may be carried forward in accordance with Federal Law. The balance in excess of fifty dollars ($50.00) remaining at retirement (see Section 4 for retirement eligibility) shall enure to the benefit of the member.

Article 4  Health Insurance into Retirement

4.1. Health Insurance Fund at Time of Retirement

4.1.1. The District shall establish a Health Insurance Benefit account for unit members who retire from the Williamsville Central School District. (See exception in 4.1.2.)

To be eligible for the District’s Health Insurance Benefit, the unit member must be eligible to retire under the rules and regulations of the New York State Teachers’ Retirement System and have twelve years of service to the District. A six-month notice of retirement is required to obtain this benefit. Any hardship caused to the member by the strict application of this provision (4.1.1.) may be waived by the Superintendent at his or her discretion.

Members retiring from the District and the New York State Teachers’ Retirement System (NYSTRS) during the term of this contract (on or before June 30, 2011) who are eligible to retire from the NYSTRS shall be eligible to receive the post-employment health insurance fund per this Article, providing they comply with all other provisions of this Article except total years of service, which in this case, may be less than twelve (12) years. The benefit otherwise generated will be proportional to the member’s actual years of service and twelve (12) years.
The sum of money placed in the account shall be determined in the following manner:

(a) accumulated sick leave at $126 per day to a maximum of 250 days.
(b) accumulated vacation time at the daily per diem rate (1/240) of salary earned in the year of retirement up to a maximum of seventy-six (76) days.

The District shall notify the retiree of total dollars in the account at the time of retirement and each year thereafter.

The retiree shall have a yearly option of membership in the Health Insurance Plan consistent with the policies, rules, and regulations that govern such membership.

Should the retiree die, the remaining dollars in the account shall fund health benefits for spouse until depletion of account or death of spouse.

If changes in Federal or State regulations during the life of this Agreement affect the depletion of health insurance account for retirees, the use of funds from this account may be reopened for negotiations.

4.1.2. If an Administrator will be covered for life by other health insurance after retirement, he must take a cash option in lieu of health insurance. The cash option amount shall be equal to seventy-five percent (75%) of the total dollars specified in 4.1.1. This cash alternative shall not be required for or available to any other Administrator. Section 4.1.3. shall not apply to Administrators who must take this cash option.

4.1.3. Effective July 1, 2001, the benefit contained in 4.1.1. will be contributed to the Administrator’s Post-Employment Health Plan (“the Plan”). Contributions for each Administrator will be made to the Plan incrementally as follows:

(a) Effective July 1st, after the Administrator reaches age fifty (50), the value of the accumulated sick days over one hundred (100) and accumulated vacation days in excess of five days will be contributed to the Plan at the rate of up to thirty (30) sick days and fifteen vacation days per year. The total number of sick days contributed shall not exceed one hundred fifty (150), and the total number of vacation days contributed shall not exceed seventy-one (71). The sum of money placed into the Plan shall be made pursuant to 4.1.1. (a) and (b). An Administrator who has already reached age fifty (50) as of July 1, 2001, shall be included in the Plan.
(b) During any year the Plan is in effect, the contribution set forth above in 4.1.3. (a) shall occur in a lump sum prior to September 1st.

(c) Upon retirement, the dollar value of the remaining balance of days, to the maximums allowed in 4.1.1. (a) and (b), shall be contributed to the Administrator’s Plan during the last month of employment up to $20,000. The dollar amount in excess of $20,000 shall be held in an account maintained by the District as per 4.1.1. The Administrator must exhaust the account maintained by the District prior to using the funds in the Plan.

(d) If, for any reason, the Administrator leaves the District prior to retirement, he must repay all sick leave monies and monies contributed for accumulated vacation beyond thirty (30) days. He shall sign a legally binding document that guarantees such repayment. The District may use payroll deduction for this purpose. Should the Administrator fail to repay the monies owed to the District, the Administrator will pay all attorney fees, court costs, and other related expenses incurred by the District to obtain such repayment.

(e) This benefit shall not be provided to Administrators who must take the cash option specified in 4.1.2.

4.1.4. Effective July 1, 2007, the District shall annually contribute $2,600.00 to each Administrator’s post-employment Health Plan.

These amounts shall not be cumulative. These contributions shall be in two equal installments and made on or before December 31st and June 30th. Service for less than a year shall result in the contribution being prorated.

4.1.5. The District does not have any authority or responsibility in administering the Plan set forth in 4.1.3. and 4.1.4. The District’s only obligation to its Administrators with regard to the Plan is to make contributions to the Plan on behalf of its Administrators pursuant to 4.1.3. and 4.1.4.

4.1.6. Eligible retired members residing within the U.S. but outside the coverage area of Independent Health Association may use their post-employment Health Insurance Fund to participate in a plan of their own choosing.

Article 5 Compensation

5.1 Salary Schedules
The following salary schedules in Appendix A will be in effect for the life of the Agreement. In the event that the Agreement expires prior to the parties approving a successor Agreement, only the increments between steps 1 - 7 shall be paid.
5.2 **Longevity Increment**
Longevity increments are effective only for in-district administrative experience and are cumulative as per the following:

(a) High school principals moving from or beyond step 7 shall receive a $4,500 per year salary increase in each year of the contract.
(b) Middle school principals moving from or beyond step 7 shall receive a $4,300 per year salary increase in each year of the contract.
(c) Elementary principals moving from or beyond step 7 shall receive a $4,100 per year salary increase in each year of the contract.
(d) Assistant principals beyond step 7 shall receive $2,800 salary increase in the first year of their eligibility. The salary increase in the second and each subsequent year shall be $2,500, except that the salary for Assistant Principals shall be capped as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Salary</th>
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<tr>
<td>2008-09</td>
<td>$98,900</td>
</tr>
<tr>
<td>2009-10</td>
<td>$99,400</td>
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<tr>
<td>2010-11</td>
<td>$99,900</td>
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</tbody>
</table>

In the second year of reaching the cap amount the member shall receive an annual, non-cumulative, non-salary stipend of $1,000.

5.3 **Retirement Benefit**
Upon retirement (in accordance with the eligibility provisions of 4.1.1.), the District will make an employer contribution to the unit member's 403(b) plan:

- Effective July 1, 2007 - $15,000
- Effective July 1, 2008 - $10,000
- Effective July 1, 2009 - $10,000
- Effective July 1, 2010 - $10,000

**Article 6 Evaluation**

6.1 **Evaluation**

Effective July 1, 2007, an annual evaluation shall take place in accordance with procedures being developed by a concurrent committee.
## Appendix A

### Salary Schedule

#### 2007-11

<table>
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<th>Step</th>
<th>2006-07</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
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<tr>
<td><strong>High School Principal</strong></td>
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WC  WAA
Salary Schedule
Including AP $1,000
Stipend (not part of
Salary Schedule)

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*includes non-schedule $1,000 stipend
Appendix B

Complete two (2) copies. Retain one and give one to the appropriate Assistant Superintendent.

1. Name: ________________________________________________
   Position: ________________________________________________

2. State briefly what you are grieving: ________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. What paragraph(s) of the Agreement do you feel were violated? ________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

4. What redress are you seeking? ____________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

Your signature: ________________________________________________
Date Submitted: ________________________________________________
WE, the undersigned, certify that this collective bargaining agreement as enumerated herein, has been ratified by the membership of the Williamsville Administrators’ Association and has been and will be funded by the Williamsville Central School District Board of Education.

Williamsville Central School District

Dr. Howard S. Smith
Superintendent of Schools

Ralph E. Smith
Chief Negotiator

Williamsville Administrators’ Association

C. Elvin Simmons
President, W.A.A.

Charles Kramer
Chief Negotiator

Dated this 29th day, June 2007