This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370  ilrref@cornell.edu

Contract Database Metadata Elements

Title: Warwick Valley Central School District and Warwick Valley Administrators Association (2009)

Employer Name: Warwick Valley Central School District

Union: Warwick Valley Administrators Association

Effective Date: 07/01/09

Expiration Date: 06/30/14

PERB ID Number: 6425

Unit Size: 17

Number of Pages: 30

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
WARWICK VALLEY CENTRAL SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WARWICK VALLEY CENTRAL SCHOOL DISTRICT

AND

WARWICK VALLEY ADMINISTRATORS’ ASSOCIATION

JULY 1, 2009 - JUNE 30, 2014

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
DEC 28 2009

ADMINISTRATION
# TABLE OF CONTENTS

**ARTICLE I - PREAMBLE**

A. PURPOSE ................................................................. 1  
B. SCOPE ........................................................................ 1  
C. DEFINITIONS .................................................................. 1  
D. RECOGNITION .................................................................. 2  
E. STRIKE ........................................................................... 2  
F. LEGISLATIVE STATEMENT .................................................. 2  

**ARTICLE II - NEGOTIATIONS PROCEDURES AND GUIDELINES** ........................................ 2  

**ARTICLE III - GRIEVANCE PROCEDURE**

A. DEFINITION ...................................................................... 4  
B. PROVISIONS ..................................................................... 4  
C. PROCEDURE ...................................................................... 5  

**ARTICLE IV - RIGHTS AND RESPONSIBILITIES**

A. GENERAL .......................................................................... 7  
B. RESPONSIBILITIES ............................................................. 8  
C. RIGHTS ............................................................................ 12  

**ARTICLE V - CALENDAR YEAR**

A. EMPLOYMENT BASIS ....................................................... 14  
B. VACATION ........................................................................ 14  

**ARTICLE VI - LEAVES**

A. SICK LEAVE ...................................................................... 15  
B. SABBATICAL LEAVE .......................................................... 16  
C. JURY DUTY ....................................................................... 18  
D. OTHER LEAVES .................................................................. 18  

**ARTICLE VII - COMPENSATION**

A. DUES DEDUCTION ............................................................. 18  
B. HEALTH, DENTAL AND WELFARE PROVISIONS .................. 20  
C. REMUNERATION .............................................................. 21  
D. TERMINATION COMPENSATION .......................................... 22  
E. INSURANCE AND ADDITIONAL BENEFITS .......................... 23  
F. DISABILITY INSURANCE ..................................................... 24  
G. RETIREMENT INCENTIVE PLAN ........................................... 24  

**ARTICLE VII - DURATION** .................................................... 26
ARTICLE I

PREAMBLE

A. PURPOSE

The purpose of this agreement between the Warwick Valley Central School District Board of Education and the Warwick Valley Administrators' Association is to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) for negotiations regarding salary and conditions of employment.

B. SCOPE

The parties agree that each has exercised its right to bargain for any provisions it wished to be included in this contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this contract shall continue in effect. The parties further recognize and agree that the Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion its duties, powers, responsibilities and rights in the direction and management of the Warwick Valley Central School District.

This agreement is the only written agreement between the parties and supersedes all other agreements previously entered into.

C. DEFINITIONS

In an effort to clarify meanings, the following definitions will be used for purpose of this agreement:

District: Warwick Valley Central School District

Board: Board of Education of the Warwick Valley Central School District

Association: Warwick Valley Administrators' Association

Principal(s): All building level administrators, principals and assistant principals, unless specifically delineated.

Superintendent: The Superintendent of Schools

Superintendency: The Superintendent, Associate Superintendent and Assistant Superintendents
Directors: All District-wide Directors (Pupil Personnel Services, Physical Education/Health/Safety, Athletics, English Language Arts/Social Studies/Academic Intervention Services, Mathematics/Business), unless specifically delineated.

Supervisors: All District-wide Supervisors (Supervisor of Special Education), unless specifically delineated.

D. RECOGNITION

The Board recognizes the Association as the exclusive representative of the Building Principals, Assistant Principals, Director of English Language Arts/Social Studies/Academic Intervention Services, Director of Athletics/Health/Physical Education/Safety, Director of Pupil Personnel Services, Director of Mathematics/Business and Supervisor of Special Education, who comprise the membership of this unit. Furthermore, membership in the unit shall include any and all under these titles whose primary (51% or more) function is administrative.

E. STRIKE

The Association affirms that it will not assert the right to strike against any government or division thereof, to assist or participate in any strike, or impose an obligation to conduct, assist, or participate in such a strike.

F. LEGISLATIVE STATEMENT

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 therefor shall not become effective until the appropriate legislative body has given approval.

ARTICLE II
NEGOTIATIONS PROCEDURES AND GUIDELINES

Prior to February 1, 2014, a meeting will be established by the Superintendent and the President of the Association for the purpose of agreeing upon the date, time and place of the initial negotiations session. The procedures and guidelines to be used in negotiations will be:
1. In the initial stage of negotiations (up to impasse), the negotiations representatives shall be three (3) members of the Board, the Superintendent or his/her designee and four (4) members of the Association; one from each side will serve as official spokesperson and another as assistant. In the event that the Board’s official spokesperson’s tenure on the Board terminates, or he/she resigns from the District, the following will take place:

   a. Said side will give thirty (30) days, or thereabouts, notice of the change.

   b. Identify the new official spokesperson who will take over at the end of this period.

   c. Assume the responsibility to insure that the new official spokesperson is thoroughly familiar with the status of negotiations so that the change will not impede the negotiations process.

2. Throughout each stage of negotiations, the same member of each group will be the sole and only official spokesperson for that group. If impasse is declared, both groups shall have the right to change the official spokesperson. At the beginning of the impasse procedure or any other negotiations stage, a change in official spokesperson may occur. In the event that the official spokesperson for either group is unable to attend a scheduled meeting, the assistant will either:

   a. Assume the leadership role for discussion without the authority to initiate or agree; or

   b. With the agreement of the official spokesperson, postpone the meeting, providing a time, place and date for the next meeting as agreed to.

3. In the event that either official spokesperson is incapacitated or unable to serve for a significant span of time, the assistant will assume the official spokesperson’s status and a new assistant will be appointed. The original official who was unable to serve or was incapacitated, may return to the negotiations as assistant or recorder, but not as head spokesperson. However, he/she may become official spokesperson again in the event that the current official spokesperson is incapacitated or unable to serve.

4. Each negotiating group may have a recorder present. The recorder must be a member of either the Board of Education or the Warwick Valley Administrators’ Association, and will not be able to discuss items at the negotiating table.

5. After a declaration of impasse, the procedure, regulations and rules established by PERB or as modified by the negotiated agreement will be followed.

6. Prior to a declaration of impasse, no meeting shall terminate without the establishment of time, place and to the extent possible, items for discussion at the next meeting.
7. The next meeting following the Warwick Valley Administrators’ Association presentation of proposals, the Board shall present its proposals. After the initial proposals of both sides have been presented, no new items not contained in one or both of the proposals shall be initiated unless mandated by law or mutually agreed upon by the spokesperson of each group.

8. Resource people may be asked to discuss a specific topic at the negotiating table only with the mutual agreement of both official spokespersons. This agreement also is to include the items to be discussed.

9. The initial agreement on individual areas is tentative until all areas of the entire contract have been resolved.

10. All aspects and specifics of the negotiations and related information shall be considered confidential information and, therefore, not subject to public information. This statement holds only through the completion of the fact-finder’s report. Any public statement must be mutually agreed upon by both spokespersons and jointly presented at the time of release.

11. During the initial stage of negotiations (up to impasse), all members at the table may discuss items. Only the official spokesperson of either side may initial an item of agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a claim by any person or group of persons of the Association based upon any event or condition affecting the terms and conditions of their employment as contained in this contract.

B. PROVISIONS

1. All grievances shall be in writing and shall include the name and position of the aggrieved party; the identity of the provisions of this agreement involved in the said grievance; the time and place where the alleged events or conditions constituting the grievance occurred; the identity of the party responsible for the causing of said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. No grievance shall be entertained unless signed by the individual or individuals aggrieved.

3. Except for informal decisions, all grievances shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the grievants and Association.
4. If a grievance affects a group of persons and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent.

5. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board, its members, or any member of the Superintendency against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein. Similarly, no interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Association, its members, or any Association officer against the Board, its members, any member of the Superintendency, any party of interest or other participant in the grievance procedure or any other person by reason of participation in the grievance process.

6. No grievance will be entertained and will be deemed waived unless the written grievance is forwarded to the initial stage within fifteen (15) school days after the aggrieved party knew or should have known of the act or condition upon which the grievance is based. Further, if any appeal or a grievance is not done in proper form or within the specified limit, it will be deemed discontinued and further appeal prohibited. Failure of the respondent, at any stage of the grievance procedure, to communicate a decision to the aggrieved party and the Association within the specified time limits shall permit the immediate processing of the grievance to the next step within the applicable time limits.

C. PROCEDURE

1. Informal

   The aggrieved party shall discuss his/her grievance with his/her immediate supervisor in an attempt to adjust or resolve any matter in dispute. For purposes of the grievance procedure, the immediate supervisor will be: for an Assistant Principal, the Building Principal; for a Supervisor, the appropriate Director; and for a Principal or Director the appropriate member of the Superintendency.

   If the grievance is not resolved in this informal discussion, it shall be reduced to writing and forwarded to Step I of the formal grievance procedure within five (5) school days after the date of the informal conference.

2. Formal

   a. Step 1 - The initial step of the formal grievance procedure is the Superintendent.

      1. Upon presentation of a formal grievance, the Superintendent may, within two (2) days of receipt of the grievance, request a reference report concerning the grievance from the principal or member of the superintendency involved at the informal stage. The reference report must contain the essential facts of the matter,
the individual’s decisions and his/her recommendations. It shall be in the hands of the Superintendent within three (3) school days from the date the request was received.

2. Within five (5) school days of the receipt of the reference report, the Superintendent will render a written decision to the grievant, and forward a copy to the Association President. The response will have a copy of the reference report attached. However, it is agreed that the reference report and its contents are supplemental only and not grievable.

3. Prior to the decision, the grievant may be afforded a conference with the Superintendent to discuss the grievance. It is understood that either the grievant or the Superintendent may request or deny the conference.

   b. Optional Step - If the Association has not been involved nor had knowledge of the grievance prior to the receipt of the Superintendent’s decision, the Association may request a conference with the Superintendent, the grievant and an Association representative to discuss the grievance. The conference shall take place within five (5) school days from the day of the request, unless the time span is extended by mutual agreement.

c. Step 2 - The second step in the formal grievance process is the Board.

   1. If the aggrieved party, the Association, or both are not satisfied with the decision of the Superintendent, the appeal may be filed with the Clerk of the Board within ten (10) school days after the receipt of the Superintendent’s decision, unless an extended time is agreed upon by the Association and the Superintendent because of the optional conference step.

   2. The appeal must contain:

      a. the party filing the appeal (the grievant, the Association or both)

      b. a copy of the original grievance, and the Superintendent’s response

      c. a statement of the reason for the appeal.

   3. Within fifteen (15) school days after the receipt of the appeal by the Clerk of the Board, the Board or a sub-committee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session and not to be open to any person not a party to the grievance.

   4. Within ten (10) school days after the conclusion of the hearing, the Board or its subcommittee shall render a decision in writing to the grievant, with copies to the Superintendent and the Association.
d. **Step 3** - If the Association is not satisfied with the disposition of the grievance at the Board's level, the Association may, within ten (10) working days after the receipt of the decision by the Board, submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association. Insofar as consistent with the terms of this Article, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding, including those relating to hearings, fees, expenses, and the selection of the arbitrator, and the arbitration proceedings. The arbitrator shall hold hearings and issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator shall be advisory and in no way binding. The decision of the arbitrator may be adopted, modified or rejected by the Board of Education. The arbitrator's fee will be shared equally by the parties to the dispute.

**ARTICLE IV**

**RIGHTS AND RESPONSIBILITIES**

**A. GENERAL**

It is recognized and agreed that the Board, under Education Law, has specific rights, powers, and responsibilities to govern the District; reach final decisions in relation to matters of the District; determine the direction, policies, procedures, programs, and management of the District; and fulfill their commitments under the law and rules and regulations of the Regents and Commissioner of the State of New York.

It is also recognized and agreed that the Association, as a unit, has the right to negotiate, represent its members, meet and confer at times which do not interfere with or infringe upon the individual principal's District responsibilities and duties, represent the members' positions(s) on pertinent District issues, and be responsible for insuring compliance and conformity of its members with the terms and conditions of the Agreement.

Further, it is recognized that both the Board and the Association must cooperatively work toward educational excellence for the students of the District and proper and efficient management of the District.
B. RESPONSIBILITIES

1. Principal

The Principal is the administrative officer and educational leader within his/her school building(s). He/She is responsible directly to the Superintendent of Schools for his/her performance and the conduct of his/her building(s). The Principal’s assignment, transfer, and duties are to be assigned, within the conditions of this agreement and law, by the Superintendent of Schools, upon approval of the Board. The Principal, by role, is a member of the administrative structure and, as such, is a member of the Superintendent’s Administrative Cabinet and advisor to the Office of the Superintendent. Through these two routes he/she serves as advisor and consultant to the Board on management and educational matters.

The Principal, within the constraints adopted by the Board, is responsible for the organization, assignments, procedures, educational program, educational progress of students, student welfare, implementation of Board policy and regulations and the general atmosphere, decorum, and climate of the building(s). The Principal represents the school in relation to parents, students, and staff in matters related to his/her building(s). As chief administrative officer of the school the Principal’s responsibilities include, but are not limited to, the following:

a. Assignment of staff and students, within legal limitations, within the building. In consultation with other Principals and Office of the Superintendent, assignment of staff functioning in more than one building.

b. Orientation, training, and professional development of building personnel to attain maximum performance.

c. Observation and evaluation of all assigned staff within the building and in accordance with District procedures. As part of the evaluative process to meet, counsel, and confer with staff and to promptly report areas of difficulty or potential difficulty to the Superintendency. To file at least one written observation and a summary evaluation of each tenured teacher per year; to file at least three (3) written observations and an evaluative summary on each non-tenured teacher per year. In the case of a building having a large percentage of non-tenured teachers (about half), the Principal may request assistance in the observation of non-tenured teachers. The request must be specific in relation to the individuals to be observed. The Principal has the right to request the Superintendent and other supervisory staff to make an observation of professional staff when the Principal feels it would be appropriate.

d. It is also the responsibility of the Principal to make recommendations to the Superintendency concerning staff retention, transfer and placement.
e. Assuming primary responsibility for recommendation to the Superintendent on tenure. Toward this end, to meet periodically with the Board to discuss each non-tenured staff member's performance, with particular emphasis on those in their 2nd and 3rd year of probation.

f. To counsel the Office of the Superintendent and upon request meet with the Board concerning staffing needs; patterns; and changes in personnel and positions; curricula and program needs and changes; general procedures of the building and district; and policy and regulation needs.

g. To be responsible for the reporting of pupil progress to parents; establishing and publicizing major events such as concerts and testing schedules; and working with parent and student groups.

h. By the end of each semester to meet with the Superintendent and if required, file with the Superintendent a written report indicating the progress of the educational program within the building. The report is to include, but not be limited to:

1. The general status of the educational program in the building, indicating areas of strength, weakness, or needed change.

2. A report of student progress including failure rate as well as identification of reason(s) and measures or actions being taken or needed to improve the situation. The report may also include the results of testing which indicate performance levels.

3. A report of atypical programs or procedures to meet the needs of a particular group.

4. Staffing needs and recommendations.

5. A mid-year and end-of-year goals assessment report.

The mid-year report should be less detailed, but should include the results of courses terminating at the end of that semester and recommendations for the second semester, if appropriate, and changes affecting the next year's budget, staffing, or curricular areas. The mid-year goals assessment may be a discussion of the status of accomplishment of goals with a follow-up report from the Superintendent or his/her designee to the Administrator.
The end-of-the-year (2\textsuperscript{nd} semester) report is to be done in the form of an annual report and include reports from appropriate departments or divisions in the building.

On or before one month after the semester has terminated the report(s) should be completed and in the office of the Superintendent. In the event all the details of a specific situation are not available, it should be so noted in the report and a supplemental report submitted as soon as the information is available.

Within one month of receipt of the Principal's report, the Superintendent shall schedule a conference to review the Superintendent's reactions to the Principal's report.

i. To be responsible to the Superintendency for the fiscal aspects of the school in relation to the current budget and projected budgetary needs.

j. To work with staff for the institution of program and curricula change, recommend changes to the Superintendency, and meet with the Board or Board Committees to explain the recommended alterations.

k. To be responsible for the educational climate, discipline, and general decorum and atmosphere of his/her building(s), within the constraints established by the Board.

l. To be responsible for recommending to the Superintendency, substitutes for the building(s) and observing their performance.

m. To report all Association members' sick days, vacation days, and personal leave days on the regular time sheets which are submitted by each Principal (currently bi-weekly).

2. **Assistant Principal**

The Assistant Principal is directly responsible to the Principal and will assist the Principal in his/her responsibilities as assigned by the Principal. He/She will assume the duties of the Principal and act in his/her stead in the Principal's absence.

In the case of a prolonged absence of a Principal, the Superintendent will recommend to the Board relief in the form of:
a. Appointment of the Assistant Principal as Acting Principal for the duration of the Principal’s absence, with additional compensation.

OR

b. Appointment of a new or interim Principal for the building.

OR

c. Temporary assignment of a current Administrator to the building(s) with, by mutual agreement,

1. additional compensation
2. administrative assistance
3. both or neither.

3. Principals and Assistant Principals

Principals and Assistant Principals are expected to work all week days during their year of employment, with the exception of legal holidays. They are expected to be present and/or provide for proper supervision and coverage at all events or activities involving their building staff or students. Unit members shall be expected to attend all regular meetings of the Board of Education, unless excused by the Superintendent of Schools. They shall not be required to attend Board work sessions or Board committee meetings unless an agenda item involves their area of responsibility.

4. Directors and Supervisors

In areas relating to curriculum, instruction, and pupil personnel, the Directors and Supervisors are expected to fulfill all duties and obligations appropriate and relevant to their area(s) of responsibility, and not under the sole jurisdiction of building administration.

Directors and Supervisors are expected to work all weekdays during their year of employment, with the exception of legal holidays. They are expected to be present at all regular Board meetings, unless excused by the Superintendent. They are also expected, when requested and appropriate, to attend special or workshop meetings of the Board, as well as Board committee meetings. In relation to Board-appointed citizens committees, Administrators may be requested to participate, when and if appropriate, by the Board.
5. **Administrator Self-Assessment**

All bargaining unit members are to complete a written self-assessment of their goals and objectives for presentation to their immediate supervisor(s) on an annual basis.

The performance of each Administrator is to be evaluated at least once each school year by his/her supervisor and/or the Superintendent or his/her designee.

C. **RIGHTS**

1. To serve, as requested by the Board, as advisor in relation to negotiations with other units where the issues relate to management, the educational process, or building level administration. In addition to the involvement of individual principals, one member of the Association will be identified by the Association to serve as liaison to the Board Negotiations Committee in negotiations with CSEA and Teacher Units. The liaison’s responsibilities include:

   a. Prior to the beginning of negotiations preparing a written report of the Units’ concerns, issues and areas of suggested change within the contracts.

   b. To keep abreast of the developments in negotiations that may affect building level managerial issues, and meet with the Negotiations Committee to review these areas prior to reaching tentative agreement.

2. To participate in staff recruitment and selection in conjunction with the Office of the Superintendent and make recommendations to the Superintendent concerning employment of candidates.

3. To, with approval of the Superintendency, attend appropriate conventions, seminars, and meetings and represent the District at professional meetings. Expenses incurred at such meetings to be reimbursed by the District, in accordance with the Municipal Law. Approved transportation required to be provided by the District or reimbursed at the established district rate.

4. To have at least one written evaluation of performance per year by the Administrator’s immediate Supervisor in accordance with the policies and procedures currently in practice.

5. To be informed promptly of all written or verbal complaints received by the Superintendent or Board members from parents, teachers, students, administrators and others. Complaints from a Board member will be submitted through the Superintendent to the Building Principal.
The Administrator will have the option to reply either in writing or verbally, whichever, in the judgment of the Superintendent, is most appropriate to resolve the difficulty or clarify the situation. Further, any written report, letter, or statement concerning the Administrator's conduct, character, performance, or actions will be brought to the attention of the Administrator. The Administrator may respond in writing and, if possible, personally discuss the issue with the author of the document, prior to the materials being placed in the Administrator's personnel folder. The Administrator may, upon request to the Superintendency, review the contents of his/her personnel folder and have copies made of the contents. The folder may not be removed from the central office.

6. Notwithstanding any other rights referenced above, whenever derogatory materials are to be placed in the personnel file of a unit member, the unit member shall have the right to review the material prior to the same being placed in his/her file and shall sign the material which shall indicate only that the unit member acknowledges having reviewed the same. The unit member shall also have the right to submit an answering document setting forth his/her response to the derogatory allegation and have the same initialed by the Superintendent, attached to the derogatory material and placed in his/her personnel file.

7. To receive a copy of the agenda of the regular Board meetings, addenda items, and a copy of Board minutes. In addition, background information and materials developed or distributed at work sessions, except confidential materials, affecting Building Principals, staff, or program will be given to the appropriate Principals.

8. To be consulted on budgetary considerations related to their building/program staffing, program change, school calendar, and any major changes in program or organization which will affect them or their building.

9. To have a representative of the Association, providing the individual is so identified, accompany or act in his/her stead in matters related to the provisions of this Agreement.

10. The Board will, within the provisions of State Education Law, provide legal counsel to defend or advise an Administrator concerning any legal or quasi-legal action or proceeding arising out of proper and legal performance of his/her duties. It will be the responsibility of the Administrator to inform the Superintendency immediately of any such action or threat of actions.

"The Board shall make its legal counsel available to assist unit members with respect to judicial and quasi-judicial matters which arise during the course of performing the duties of their job."
Such assistance shall be provided at the discretion of the Superintendent, which shall not unreasonably be withheld.

11. Each Association member will be notified of their accumulated sick leave within approximately two (2) weeks after the last time sheets for the school year are submitted.

12. The District shall not employ the services of other than certified administrators employed by the District in an administrative capacity for the purposes of evaluating the job performance of members in this bargaining unit.

ARTICLE V
CALENDAR YEAR

A. EMPLOYMENT BASIS

1. All Principals' and Assistant Principals' positions at the high school and middle school shall be twelve (12) month positions. Additional Assistant Principal positions may be created as less than twelve (12) month positions.

2. During the school calendar year, Administrators are expected to be present unless on approved absence, vacation, school business, Superintendent-approved emergency closing day, or absence due to illness, and shall devote whatever time is required to properly perform his/her duties.

3. In the event that the Board has determined that one or more positions in the bargaining unit shall be abolished, notice of such intended abolition of position(s) shall be communicated in writing to the Association President and any individual unit member(s) who would be affected by the proposed abolition of positions. Such notice shall be given as soon as possible following the determination of the Board to abolish the position(s).

B. VACATION

1. Principals, Assistant Principals, Directors and Supervisors shall be entitled to 20 days paid vacation time during the school year (July 1 to June 30) for the first three (3) years in the District. Vacation days are earned at the rate of 1/12 of the allocation for each month rounded to the nearest half. Days will not be earned for periods of time of less than one-half month. Administrators entering the District after July 1 of a given year will have vacation days prorated. After three (3) consecutive years of service in any position or combination of positions, members will be entitled to 25 days paid vacation time, which will be prorated as 7, 6, 6, and 6 days for each respective three-month span (as indicated above).
Administrators leaving the District prior to the end of the year will have vacation days prorated. If the vacation days have already been used, deduction from the final pay check at the rate of 1/260th of the Administrator’s salary will be made for each additional day over the earned vacation days used.

2. Vacation days are to be planned for throughout the year. To the degree possible, they should be taken when students are on vacation. The Superintendent may approve vacation days at any time during the school year. Approval of the day(s) by the Superintendent is required to insure proper administrative coverage of the District.

3. With permission of the Board, a maximum of ten (10) vacation days may be accumulated and applied to the following year. A written request for such accumulation must be given to the Superintendent, with reason for request, by March 1 in the school year previous to the school year that the accumulated days would be used. The Superintendent will forward the request, with his/her recommendation, to the Board. The Board shall make the final decision. It is understood that the Board’s decision will be based upon adequacy of administrative coverage for extended time and time requested, not on the reason given for the request.

4. During the year prior to retirement, if an Administrator is unable to use his/her vacation days, he/she may, by applying in writing to the Superintendent by January 1, request a maximum of five (5) vacation days which cannot be used during the school year be converted at the rate of 1/260th of the current salary per day. The Board may approve or require all or some of the days be used during the year.

5. Unit members may, by applying in writing to the Superintendent of Schools by January 1st, request a maximum of five (5) of the current year’s vacation days which are not used, to be converted into cash at the rate of 1/260th of the current salary per day.

ARTICLE VI
LEAVES

A. SICK LEAVE

1. Sick leave is to be used for personal illness or illness in the immediate family (spouse, son, daughter, father, mother, mother-in-law, father-in-law, or member of family living in Administrator’s household) which prevents the Administrator from being present.

2. Notification to the Superintendency of the day(s) absence due to illness is required. The Superintendent may require proof or explanation of the illness.

3. The Board retains the right to extend additional leave for illness beyond the accumulated sick days, where the Administrator has exhausted his/her accumulated days
and is certifiably in need of additional sick leave. Upon request of the Administrator and recommendation of the Superintendent, the Board may grant additional time at its discretion and may require said extension to be reduced from further accumulated days at a rate established by the Board.

4. Administrators will be entitled to twenty (20) days sick leave per year cumulative to a maximum of 225 days. Administrators entering during the year will have sick days prorated.

B. SABBATICAL LEAVE

Sabbatical leaves may be granted to Administrators by the Board if, in the judgment of the Board, the leave requested meets provisions established.

1. Criteria

   a. Six (6) full years of service as a full time Administrator in the Warwick Valley Central School District.

   b. All procedural guidelines properly met.

   c. The leave is recommended by the Superintendent and, in the opinion of the Board, the proposal is not only a benefit to the professional improvement of the Administrator, but also a benefit to the District.

2. Procedure

   a. Request for sabbatical, in writing, to the Superintendent on or before January 1 in the school year prior to the year the sabbatical is requested.

   b. The request must include the following:

      1. The year in which the sabbatical is requested.

      2. The purpose of the leave including individual and district benefits.

      3. The specific plans including programs and/or course work.

      4. A statement indicating the recipient agrees to abide by the provisions of the agreement, if the sabbatical is approved.

   c. Review by the Superintendent, including personal conference with Administrator or request for further information, if desired.
3. Stipulations

a. Sabbatical leaves will be granted for one full school year only (July 1 to June 30).

b. The Administrator will be paid 60% of the negotiated salary he/she would have received during the year of sabbatical.

c. All negotiated benefits (medical, dental, etc.) will continue. The accumulated sick days as of June 30 of the school year prior to the sabbatical will continue, but sick days will not be credited for the year of the sabbatical leave.

d. All State and Federal requirements will be met to the 60% salary level (NYS Teacher Retirement, Social Security, State, Federal Withholding, etc.).

e. The recipient is expected to return to the District for a period of at least two (2) years. If the recipient defaults; i.e., does not return to the District, he/she will repay the District the total amount expended by the District (total dollars expended by the District in items 3b, c and d of this section). If he/she returns to the District for less than a full year, July 1 to June 30, he/she will repay the total amount expended by the District. If he/she returns for one full year, but less than two (2) full years, he/she will repay the total amount expended by the District.

f. No Administrator shall apply for a sabbatical leave within four (4) years of his/her retirement.

g. With the exception of approved teaching assistantship or fellowship at a university as part of the sabbatical program, or other approved positions for which remuneration is received which are approved by the Board prior to the sabbatical, the recipient of the sabbatical may not work or hold a position for reimbursement, stipend, or remuneration during the sabbatical.

h. Any violation of the provisions, agreements, or approved plans of the sabbatical may be deemed by the Board as violation of the approved leave and result in cancellation of the leave provisions and reimbursement for the funds already expended.

i. The Administrator on sabbatical shall retain his/her rights to a position in
the District and will be returned to such status as of July 1 (or September 1 - 10 month Administrator) of the school year following the sabbatical leave.

j. Upon return to the District, the Administrator is to submit to the Superintendent a report of his/her sabbatical leave, focusing specifically on recommendations for the improvement of or alterations in District program or procedure. The report is to be submitted to the Superintendent for transmittal to the Board on or before September 10th of the year in which the Administrator returns.

C. JURY DUTY

If an Administrator is required to serve on jury duty, at any level, he/she will attempt to have the time of service required moved to the most convenient period. During the time he/she is required to serve he/she will receive full pay. The Administrator will be required to return to the District all payments, with the exception of mileage and meal allowance, received from service on the jury.

D. OTHER LEAVES

All other leaves, paid or unpaid, must be requested in writing to the Superintendent of Schools in appropriate time for his/her consideration and action. If the Superintendent recommends said request, the Board reserves final decision.

ARTICLE VII

COMPENSATION

A. DUES DEDUCTION

1. The Board may deduct from the salaries of the employees dues for the Warwick Valley Administrators' Association, Orange County School Administrators' Association of New York State, the National Education Association, National Association of Elementary School Principals, the National Association of Secondary School Principals and the Empire State Supervisors and Administrators Association in Section 1, or any of the above associations as said administrators individually and voluntarily authorize the Board to deduct, and to transmit the monies monthly beginning in October to such association or associations. The Board also, if authorized by the Administrator, shall reduce the Administrator's salary for the purpose of Tax Sheltered Annuities. Administrators' authorizations for each school year will be in writing in form set forth. The Administrator shall have the right to change the amount of deduction for the purpose of tax sheltered annuities once during the school year, as well as at the beginning of the year.
2. The amount of the tax sheltered annuity deduction shall not be changed more than one time between January 1st and December 31st each year.

3. **DUES DEDUCTIONS FORM**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Initial</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Address**

**PAYROLL DEDUCTION AUTHORITY:**

I hereby authorize the Board of Education of the Warwick Valley Central School District to deduct from my salary (in ten (10) bi-weekly deductions) payment for membership dues of the Association(s) checked below pursuant to Chapter 392, Laws of 1967, and to make any adjustment necessary for the purpose of payment of dues in the amount certified by the Warwick Valley Administrators' Association, Orange County School Administrators' Association, the Empire State Supervisors and Administrators Association, The National Education Association, National Association of Elementary School Principals, National Association of Secondary School Principals for this school year and for succeeding school years. I understand that the Board of Education will discontinue such deductions for any school year only if I notify the Board in writing to do so not later than September 15 of that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers from any liability therefor.

I revoke all instruments, if any, heretofore made by me for any of the purposes herein set forth. This instrument shall remain in full force and effect while I am employed in the Warwick Valley Central School district or until revoked by me.

AAA OCSAA ESSAA NEA AASA NASEP NASSP

**SIGNATURE**

**DATE**

Tax Sheltered Annuity reduction: Specify:

**SIGNATURE**

**DATE**

**NOTE:** The administrator may change the deduction for a tax sheltered annuity once during the course of the year by notifying the payroll office in writing.

**SIGNATURE**

**DATE**
B. **HEALTH, DENTAL AND WELFARE PROVISIONS**

1. The Board will provide the Administrators with fully paid health insurance for the individual and his/her family, and continue the previous contract level and method of support for Administrators participating in a Health and Welfare Plan for the duration of this agreement.

Unit members hired on or after January 1, 2007 shall be required to contribute 10% of the monthly health insurance premium costs for individual coverage or family coverage as appropriate. Upon retirement from the District, for the purpose of receiving benefits from the New York State Teachers Retirement System, unit members hired on or after January 1, 2007 will be subject to a vesting requirement of eight (8) consecutive years of District service prior to retirement to be entitled to District provided health insurance in retirement. Retirees who meet the vesting requirement shall continue to contribute at the percentage rates referenced herein for active unit members hired on or after January 1, 2007. After the age of 65, this benefit shall be integrated with and made a supplement to Medicare, Social Security or other health insurance benefits.

The health and welfare benefits enjoyed by unit members at the time of the signing of this agreement shall not be diminished or otherwise impaired. To the extent that other bargaining units negotiate superior fringe benefits to those set forth in this agreement, the Association's negotiator may call upon the Board to reopen negotiations with respect to the fringe benefits area(s) in which one or more of the other bargaining units have negotiated superior terms with the Board.

For those employees hired before January 1, 2007, the Employer shall pay 100% of the premium costs of individual or family health insurance coverage for retirees, during the life of the retiree, under the District's then current health insurance plan; provided, however, that after the age of 65 this benefit shall be integrated with and made a supplement to Medicare, Social Security or other Health Insurance benefits so as to assure the retiree 100% coverage under such circumstances.

2. **Health Insurance Buy-Out**

Members of the unit who are presently receiving health insurance coverage through the District may withdraw from the District's Plan during the life of this Agreement and shall receive a family rate health insurance buy-out of 23.5% of the cost of the family plan effective July 1, 2004, or an individual rate health insurance buy-out of $750.00 effective July 1, 2004, if they were receiving individual coverage, provided that they provide written proof that they are otherwise health insured during the period of the buy-out and provided, further, that they remain uncovered for a period of twelve (12) consecutive months. After the first twelve (12) consecutive months of the buy-out, the buy-out shall be
computed on a July 1 through June 30 year and payment shall be made in a June payroll, with a pro-rated payment during the second year only, if necessary. Such buy-out shall continue annually, provided the Administrator has not re-entered the Plan.

Nothing contained herein shall preclude a member of the unit from re-entering the Plan at any time. In the event the member re-enters the Plan within a twelve-month period, no payments shall be made hereunder.

Unit members hired on or after July 1, 2009 shall be required to contribute 15% of the monthly health insurance premium costs for individual or family coverage as appropriate. Upon retirement from the District, for the purpose of receiving benefits from the New York State Teachers' Retirement System, unit members hired on or after July 1, 2009 will be subject to a vesting requirement of eight (8) consecutive years of District service prior to retirement to be entitled to District provided health insurance in retirement. Retirees who meet the vesting requirement shall continue to contribute at the percentage rates referenced herein for active unit members hired on or after July 1, 2009. After age 65, this benefit shall be integrated with and made a supplement to Medicare, Social Security or other health insurance benefits.

3. **Dual Health Insurance Coverage Restriction**

Unit members whose spouses are eligible for family coverage under the Orange-Ulster BOCES Health Insurance plan, through this or another employer, shall be ineligible for dual coverage through this employer. Such employees may have individual coverage if the spouse opts for individual coverage. Should the spouse's governing agreement contain a provision prohibiting dual coverage in the Orange-Ulster BOCES Health Insurance Plan, the spouse with the earlier birthday shall be entitled to the coverage, if both governing agreements employ a birthday rule. Otherwise, a spouse in this District shall remain eligible for family coverage. Where this restriction causes a discontinuation of coverage, the unit member will be entitled to a family rate health insurance buy-out of 23.5% of the cost of the family plan effective July 1, 2004. Payment of the buy-out amount (pro-rated for less than a full school year [July 1-June 30] for employees leaving or re-entering the Plan, as well as those newly hired during a school year) shall be made in a June payroll.

In the event that a unit member subject to the dual coverage restriction of this provision is no longer insurable through his or her spouse, he/she shall be permitted to re-enter the plan, for individual or family coverage, respectively, at the earliest opportunity possible and repay, on a pro-rated basis, the buy-out amount allocable for the rest of the buy-out year, if any.

Where both spouses are employed in the District, to the extent the plan allows, the spouses may decide which one shall receive the family coverage.
C. **RENUMERATION**

1. The employees in the bargaining unit shall receive salary increases over their previous year’s salary as follows:

   - 3.75% effective July 1, 2009
   - 3.75% effective July 1, 2010
   - 3.65% effective July 1, 2011
   - 3.45% effective Jul 1, 2012
   - 3.40% effective July 1, 2013

2. Longevity compensation shall be paid annually to bargaining unit members appointed prior to July 1, 2000, after the completion of the number of full school years of service in the District, as of July 1st of each school year as set forth below:

<table>
<thead>
<tr>
<th>Years</th>
<th>Effective 7/1/09</th>
<th>Effective 7/1/10</th>
<th>Effective 7/1/11</th>
<th>Effective 7/1/12</th>
<th>Effective 7/1/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 - 8 years</td>
<td>$1,764</td>
<td>$1,830</td>
<td>$1,897</td>
<td>$1,962</td>
<td>$2,029</td>
</tr>
<tr>
<td>9 - 13 years</td>
<td>$1,660</td>
<td>$1,722</td>
<td>$1,785</td>
<td>$1,847</td>
<td>$1,910</td>
</tr>
<tr>
<td>14 - 18 years</td>
<td>$1,556</td>
<td>$1,614</td>
<td>$1,673</td>
<td>$1,731</td>
<td>$1,790</td>
</tr>
<tr>
<td>19+ years</td>
<td>$1,038</td>
<td>$1,077</td>
<td>$1,116</td>
<td>$1,155</td>
<td>$1,194</td>
</tr>
</tbody>
</table>

3. For bargaining unit members appointed on or after July 1, 2000, longevity compensation shall be paid annually after the completion of the number of full school years of continuous full-time administrative service in the District, as of July 1st of each school year as set forth below:

<table>
<thead>
<tr>
<th>Years</th>
<th>Effective 7/1/09</th>
<th>Effective 7/1/10</th>
<th>Effective 7/1/11</th>
<th>Effective 7/1/12</th>
<th>Effective 7/1/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 - 8 years</td>
<td>$1,764</td>
<td>$1,830</td>
<td>$1,897</td>
<td>$1,962</td>
<td>$2,029</td>
</tr>
<tr>
<td>9 - 13 years</td>
<td>$1,660</td>
<td>$1,722</td>
<td>$1,785</td>
<td>$1,847</td>
<td>$1,910</td>
</tr>
<tr>
<td>14 - 18 years</td>
<td>$1,556</td>
<td>$1,614</td>
<td>$1,673</td>
<td>$1,731</td>
<td>$1,790</td>
</tr>
<tr>
<td>19+ years</td>
<td>$1,038</td>
<td>$1,077</td>
<td>$1,116</td>
<td>$1,155</td>
<td>$1,194</td>
</tr>
</tbody>
</table>

D. **TERMINATION COMPENSATION**

1. Upon leaving the District due to a reduction of staff or retirement, not including dismissal, an Administrator will be paid for accrued service rendered, based upon his/her service in the District.

2. Once an Administrator has been notified by the Superintendent of the Superintendent’s intention to release or bring dismissal charges against the Administrator, this clause will not be in force. Retirement involves a separate provision and resignation prior to Board dismissal action does not apply to this section.
3. In all instances, the Administrator must have served a full-time administrative position continuously for the district of the years indicated:

   a. After 3 full years - 2 weeks salary
   b. After 5 full years - 3 weeks salary
   c. After 7 full years - 4 weeks salary
   d. After 9 full years - 5 weeks salary
   e. After 10 full years - 6 weeks salary

E. **INSURANCE AND ADDITIONAL BENEFITS**

1. The District shall purchase in the name of each unit member a term life insurance policy in the face amount of $100,000. Such policy may be assumed or renewed by the individual at the individual’s cost upon leaving the District. The individual member in whose name the policy is purchased shall be the rights owner of the policy.

   At the administrator’s option, the cash amount required to purchase the term life insurance policy may be applied towards the purchase of insurance, as referenced in paragraph “4” below, in addition to the amount stated therein.

2. The School District shall reimburse administrators for the reasonable cost, not to exceed $200 per incident, of any clothing or other personal property damaged or destroyed or lost as a result of an assault suffered by him/her while acting in the discharge of his/her duties within the scope of his/her employment, provided such damage, destruction or loss was not due to his/her negligence.

   It is understood that property of an administrator damaged or destroyed by vandalism shall be limited to such property as is brought to the school premises by him/her in connection with his/her work in the District, reimbursement for such loss shall not exceed $100 per incident, and total liability for all such claims for the entire unit for the contract year shall not exceed $1,000. The term “vandalism” shall also include loss by burglary from the school premises while such property is on the school premises.

3. The District shall provide that any administrator who suffers a loss by reason of damage or destruction of his/her automobile parked on school property while he/she is on duty shall be compensated for damages in the amount not exceeding $200 per incident. The total liability of the District for all such claims within the unit during each contract year shall not exceed $1,000. Notice of such damage shall be given to the Assistant Superintendent for Business within twenty-four (24) hours of the incident.

4. In addition to other insurance benefits, each administrator shall be entitled to $700.00 effective July 1, 1995, to be expended by the District towards a life insurance policy owned in the name of the District, the administrator or his/her designee, but with the beneficiaries designated by the Administrator. Upon leaving employment in the
District or upon retirement, ownership of such policy shall be assigned to the Administrator if the policy is in the District's name.

Notwithstanding the above, unit members may have $200.00 effective July 1, 1995 added to their salary in lieu of the benefits provided for herein. Such annual option must be made by May 15th of the preceding school year for the next school year.

F. DISABILITY INSURANCE

The District shall provide a long-term disability insurance policy covering only unit members with benefits of 60% of annual salary, up to a maximum of $3,500.00 per month, payable to age 65 and integrated with Social Security and Teachers' Retirement System benefits. The policy shall provide for a 180 calendar day waiting period; provided, however, that the District shall pay salary after the 30th day of the insurable disability or illness through the 180th day for those unit members whose accumulated sick leave entitlement does not cover that period, but only to the extent of the difference between such employee's accumulation entitlement and 180 days.

G. RETIREMENT INCENTIVE PLAN

1. Administrators who achieve tenure in the bargaining unit on or before July 1, 1994 shall be entitled, upon retirement from the District, to a retirement incentive provided the following conditions are met:

   a. Irrevocable letters of retirement are given to the District by February 15 of the school year of retirement.

   b. The Administrator has been in the employ of the District for ten (10) years or more and reaches the age of fifty-five (55) years or older during the first year of eligibility (June 30, 1986).

   c. The Administrator retires or vests under the New York State Teachers Retirement System by the June 30th following his/her date of eligibility for retirement under the New York State Teachers Retirement System (age 55-10 years service).

   d. Those Administrators who will reach the age of fifty-five (55) with ten (10) or more years of credited service in any succeeding school year shall be eligible for such benefit provided that the notice referenced in paragraph “1” above is given and that the Administrator retires at the end of the school year in which he/she reaches the age of fifty-five (55).
2. **District Rights**

a. If any provision of the retirement incentive is deemed illegal or unenforceable, the entire provision shall be deemed null and void and the parties shall reopen negotiations on this topic. If the parties are unable to agree upon a substitute provision within thirty (30) days of the re-opener, the issue may be submitted by either party to arbitration by making a request to the AAA pursuant to its rules. The "last best offer" rule shall apply to the arbitration.

b. If the total number of administrators retiring, the number of administrators retiring in a particular area or school, or the number of administrators retiring in key positions makes it impractical to allow all such retirements in one year, the Board, in its sole nongrievable discretion, may spread out such retirements over the life of the contract. Notice of such decision shall be given by March 1.

An Administrator deciding to retire, nonetheless, shall forfeit the retirement incentive payments.

c. [The following provision shall apply only to those members of the bargaining unit who were granted discretionary extensions of their retirement incentive entitlement on or before July 1, 1994.]

The Board may, in its sole nongrievable discretion, permit administrators to remain eligible for the retirement incentive beyond their initial eligibility date, provided the following conditions are met:

i. the administrator submits a request to the Board for a one-year extension of eligibility for the retirement incentive by January 1, and

ii. the Board grants/denies such extension by February 1st.

Requests may be made by an administrator and the fact that one is granted for one year does not establish a precedent for future requests.

No reason need be given for the granting or refusal of such extensions.

3. **Payments**

The retirement incentive shall be computed at the rate of 4% of thirty thousand ($30,000.00) dollars for each year of service between ten (10) and up to twenty-five (25) years of service to a maximum of one hundred (100%) percent of the $30,000.00 (i.e., 4% x number of years of service [10 to 25 years] x $30,000.00) for the 1992-93 and 1993-94 school years only, where after the amount shall revert back to $26,000.00. An Administrator who retires within the first ten (10) years of employment in the District shall not receive a retirement incentive plan payment.
ARTICLE VIII

DURATION

It is agreed between the Board and the Association that this negotiated agreement shall become effective July 1, 2006 and shall remain in full force and effect until June 30, 2014.

IN WITNESS WHEREOF, the Board and the Association have ratified this Agreement and said ratification is attested by the signatures of the duly authorized officers on this 30th day of June, 2009.

John Connolly
PRESIDENT, BOARD OF EDUCATION

[Signature]
PRESIDENT, ADMINISTRATORS' ASSOCIATION

[Signature]
SUPERINTENDENT OF SCHOOLS