AGREEMENT

between the

CITY SCHOOL DISTRICT OF THE

CITY OF WHITE PLAINS, NEW YORK

and the

ADMINISTRATORS AND SUPERVISORS ASSOCIATION

OF THE CITY SCHOOL DISTRICT OF THE

CITY OF WHITE PLAINS, NEW YORK

July 1, 2023 – June 30, 2027

AGREEMENT BETWEEN

THE CITY SCHOOL DISTRICT OF THE CITY OF WHITE PLAINS, NEW YORK

AND

THE WHITE PLAINS ADMINISTRATORS AND SUPERVISORS ASSOCIATION

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AGREEMENT BETWEEN

THE CITY SCHOOL DISTRICT OF THE CITY OF WHITE PLAINS, NEW YORK

AND

THE WHITE PLAINS ADMINISTRATORS AND SUPERVISORS ASSOCIATION

PREAMBLE

The White Plains Administrators and Supervisors Association declares its common interest with the White Plains Board of Education in the desire to achieve the finest possible education for the students of White Plains, consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship between the Board of Education and the school administrators and supervisors of White Plains. It is toward this end, with mutual respect for the rights and responsibilities of the other that the Board and the Association enter into the following agreement.

ARTICLE I

DEFINITIONS

A. The term "ASA" as used in this Agreement shall mean the Administrators and Supervisors Association of the City School District of the City of White Plains, New York.

B. The word "Board" as used in this Agreement shall mean the Board of Education of the City School District of the City of White Plains, New York.

C. The word "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the City School District of the City of White Plains, New York.

D. The term of agreement is July 1, 2023 through June 30, 2027.

ARTICLE II

WORKING CONDITIONS

A.. District will consult with ASA in preparation for teacher and CSEA negotiations. The district will consult with ASA regarding those matters that may impact the working conditions of ASA members, prior to finalizing such negotiations.

B. After the teachers' negotiation package has been approved, the Superintendent and members of the ASA will meet to clarify the intent and implementation of the new agreement.

C. When teachers, either through negotiation or liaison, bargain working conditions which affect the working conditions of administrators, the leadership of the ASA and the individual administrators so affected must be consulted to determine the impact of the proposed working condition.

D. Whenever there is a change in the responsibilities for any administrator, be it at the request of the District or the individual administrator, the negotiation of such change and the resulting compensation shall be done exclusively by the ASA as the administrator's bargaining agent. There shall be no individual negotiation by the representatives of the Board of Education with any individual administrator nor shall there by any negotiation exclusively by any individual administrator with any representative of the Board of Education.

E. The Board will establish a reserve fund of $3,000 for the duration of this contract to cover the cost of claims by ASA members for damage to personal property and clothing occurring in the discharge of their duties, within the scope of their employment, not caused by contributory negligence. Upon submission of a written claim to the Administrators and Supervisors Association and the recommendation of the Association, the Board will pay from the reserve fund the recommended amount.

ARTICLE III

WORK SCHEDULES

1. Eleven month Administrator/Supervisor employees do not receive paid vacation, but usually work from August 15 through July 15. They receive all teacher holidays and recesses scheduled between the first and last day of instruction. An administrator may request a special adjustment to the schedule with the prior approval of the Superintendent. To ensure that 11-month employees have the same number of days off as 12-month employees in certain years, an adjustment to the schedule may be needed. When July 15th falls on a Friday and August 15th falls on a Monday, both Friday, July 15th and Monday, August 15th will be days off. When July 15th falls on a Thursday, July 15th will be a day off. When July 15th falls on a Saturday, July 14th will be a day off.

2. Twelve month Administrator/Supervisor employees shall work from July 1 through June 30. They will receive all teacher holidays and recesses scheduled between the first and last days of the teacher work year. Effective July 1, 2019, all 12 month employees will accrue vacation days at a rate of 1.83 days per month up to 22 days per year. Vacation days are to be taken during the summer. In the event the administrator is unable to take days during the summer, because of work responsibilities, vacation days may be

taken at other times during the school year with the prior approval of the Superintendent. An administrator who is unable to use all of his/her vacation days in any year may roll over to a maximum of 30 days. Administrators appointed on or after July 1, 2019, who are unable to use all of their vacation days in any year, may roll over to a maximum of 25 unused days.

3. At the conclusion of an administrator's service in the District, he/she will be paid for accumulated and unused vacation days at the rate of 1/240th of final-year salary, to a maximum of 30 days. An administrator appointed on or after July 1, 2019 may be paid for accumulated unused vacation days at a rate of 1/240th of the final-year salary to a maximum of 25 days, which includes the time accrued in the final year of employment, at the conclusion of his/her service in the District.

4. All administrative employees will be scheduled for inservice education workshops to be determined by the Superintendent. A joint planning committee consisting of two ASA members appointed by the President and one member appointed by the Superintendent will be formed to recommend final dates and programs. As a matter of concern the committee will be directed to leave vacation periods and weekends free of inservice sessions if at all possible.

5. The President of the ASA will have the responsibility of creating an on-call roster for the purpose of interviewing. The President will provide for the Assistant Superintendent for Human Resources the names of one high school administrator and two elementary-middle school principals or central office personnel (inclusive of 10-month employees) who will be on call to interview for each on-call day.

6. The district plans an Administrative Retreat to occur during the last two weeks of August. The Superintendent will establish the dates prior to April 1st. All administrators are expected to attend. Exceptions can only be authorized by the Superintendent.

ARTICLE IV

FRINGE BENEFITS

A. A payroll deduction plan for the following professional association dues shall be implemented by the Board: ASA, School Administrators Association of New York State, National Education Association, National Association of Secondary School Principals, and National Association of Elementary School Principals.

B. **Health and Dental**

1. The Board will continue to provide a group dental plan selected by the ASA. Effective July 1, 2015, the District will contribute $1,000.00 per year for dental coverage and the employee shall be responsible for remaining cost of coverage under the dental plan via payroll deduction.

2. a. ASA members appointed prior to July 1, 2019 will be required to contribute to health insurance premiums at 16%

ASA members appointed on or after July 1, 2019 will be required to contribute to health insurance premiums at 20%.

b. Effective July 1, 2016, Southern Westchester Schools consortium Health Plan (SWSCHP) shall be the sole health care plan offered, and the only coverage

provided, by the District to unit members and retirees who are eligible for health insurance.

ASA members covered under a health insurance other than provided by the District may convert such coverage to salary in accordance to the procedures outlined in the WPTA Agreement. The percentage of premium savings effective July 1, 2016 at 30% of premium savings, but at no time less than the amount defined in the WPTA agreement.

3. Effective July 1, 2010, retirement health insurance will not be provided to newly hired ASA members working less than 13 years in the District at the time of retirement. Those administrators hired between September 1, 2001 and June 30, 2010 must have 10 years of consecutive service to be eligible for retirement health insurance. Years of service shall include any consecutive years accrued as a teacher in the district. However, administrators must be members of the ASA bargaining unit for at least 5 years.

   For administrators hired after July 1, 2010, the District will provide a credit for one year of service for calculation of retirement service for every two years of comparable administrative service in another school district as determined by the Assistant Superintendent for Human Resources. This additional credited retirement service can be no more than five additional years to the overall calculation.

   Any administrator hired prior to September 1, 2001, including years accrued as a teacher in the district, will receive retirement health insurance in accordance with the collective bargaining agreement in effect at the time of hire as an administrator in the district.

   Any administrator hired **after** September 1, 2001 will receive retirement health insurance in the amount equal to the amount of the health insurance contributions at the time of retirement.

   Administrators appointed on or after July 1, 2019 must have 15 years of consecutive service with the District in order to be eligible for health insurance in retirement and shall contribute towards health insurance premiums at the rate in effect at the time of their retirement.

C. The Board will provide each eligible administrator a disability income protection plan, and/or alternate benefit program selected by the ASA, at an annual cost not to exceed .6 percent of the basic salary schedule.

D. Administrative employees shall continue to be covered by a life insurance policy equal to one hundred eighty percent (180%) of their annual salaries (adjusted to the next lowest thousand) to be fully paid by the Board.

   1. Life insurance coverage at District cost is available for members of ASA who retire after 15 years of service to the District. Such coverage shall be $50,000 or the final year's base salary, whichever is less, decreasing to $10,000 at age 70. There shall be no additional coverage for accidental death and dismemberment.

E. An administrator whose employment by the Board after three years of service has been terminated as result of elimination or abolition of position shall receive two (2) months' salary at the rate then currently paid to him/her. An administrator whose

employment by the Board after ten years of service has been terminated as a result of elimination or abolition of position, shall receive six (6) months' salary at the rate then currently paid to him/her. Upon such payment, the administrator will execute an agreement on a form provided by the District guaranteeing the repayment thereof, should he/she resume employment in the District within six (6) years in an administrative position similar to the one which he/she filled at the time of such elimination or abolition. The Board will continue to provide health, dental, and life insurance, as established by this Agreement, for a period of one (1) year for all excessed ASA members, provided however such coverage shall cease should the employee obtain employment elsewhere during this one year period which provides comparable coverage for any such insurance.

F. **Absences and Leaves**

1. All Civil Service paid holidays will be granted to those represented by the ASA.

	Sick	Personal	Vacation
11 month	13	3	N/A
12 month	16	3	22

2. For the term of this agreement, each retiring administrator who has at least seven (7) years of service with the District at the time of retirement shall receive, at the time of retirement, an amount equal to fifty (50%) percent of accrued sick leave or one hundred twenty five (125) days, whichever is less, at the rate of 125% of the amount in the White Plains Teachers' Association contract. Additionally, the flat rate payment shall be based upon a maximum of 125 days accumulated (at one for one rate). In addition, retiring administrators shall receive 125% per day for each unused sick and personal day accrued during the last three years immediately preceding retirement. Members of the bargaining unit shall give notice to the School District of their intent to retire by February 1 of the school year in which they will retire for a June 30 retirement or five (5) months prior to the effective date of retirement in order to be eligible for this benefit. In the case of disability retirement or special circumstances, the Superintendent may waive this notice provision. A ten percent (10%) penalty shall be imposed on this benefit for each month said notice is late.

3. Effective June 30, 2003, the Employer and Association agree to the following:
   a. **No Cash Option** No employee who is represented by the Association and retiring from the school district may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

   b. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding sentence exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows: the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* with any excess amount to be made as an Employer Non-elective Contribution in January of the next calendar year. In no instance shall the Employee have

any rights to, including the ability to receive, any excess amount as compensation.

c. **403(b) Accounts** Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING)" 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements associated with this Employer's Non-Elective Contribution. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the *Internal Revenue Code*, based upon salary and payroll information provided to the ING representative by the District. Upon the request of the District, ING agrees to provide the Employer with their standard hold harmless agreement.

d. This clause shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect unless such invalidity shall be such as materially to deprive the parties of the benefit of their bargain. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

e. This clause shall further be subject to the approval of ING, which shall review the clause solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*

f. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

g. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment by retiring from the school district during the contract year according to TRS/ERS definitions and who is eligible to receive the benefits described in the Collective Bargaining Agreement. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with the Collective Bargaining Agreement. The employer contribution provided hereunder is in lieu of the cash compensation presently provided for in the Collective Bargaining Agreement. The Employer shall make up to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code* for 1986, as amended, for the year in which the employee severs employment by retiring. The Employer shall deposit the contribution no later than sixty (60) days following the employee's severance date.

h. After the initial year of this agreement, the employer shall have the right to determine the endorsed 403(b) provider for employees who retire thereafter, as long as the endorsed provider's provisions are similar to the ING program.

4. An administrator who has been absent from work due to a medically certifiable long-term or prolonged illness or injury resulting in disability, or who has exhausted his/her own sick leave accumulation, which may have totaled a minimum of sixteen (16) days immediately prior to such illness or injury, may be eligible to draw up to a maximum of seventy-five (75) days from a sick leave bank established by voluntary contributions from other administrators under the following procedures:

   a. An administrator shall submit an application together with a written report from his/her physician.

   b. The application and report must be approved by the school district physician. Periodic verification of continuation of illness or disability may be requested by the Board of Education from the administrator or his/her physician.

   c. Payment of such sick leave may take into account any benefits received by an administrator from the Workmen's Compensation Board.

   d. Payment of such sick leave will not be made during the months of July and August, except for twelve-month administrators.

   e. Contributions to the sick leave bank shall be voluntary and equitably distributed among participants. The maximum number of bank days contributed in any one year shall not exceed one hundred (100) days. Any days unused in any given year shall be permitted to remain in the bank, but any contribution by administrators in subsequent year shall be limited to the difference in the number of the days necessary to make at total of one hundred (100) days for that year.

   f. The sick leave bank will be administered by the Association, and the resolution of any disputes as to the allocation of bank days to eligible administrators shall be the responsibility of the Association. The Board shall have no responsibility or obligations with respect to the administration of the sick leave bank or to the allocation of days to eligible administrators.

ARTICLE V

OTHER PROFESSIONAL RESPONSIBILITIES

A. In an effort to provide opportunities for administrators to initiate projects for professional growth and renewal, the Board and the ASA agree to establish "Professional Development Leaves." These leaves will be competitively awarded in the manner outlined in Section 3 below, based on a combination of two general criteria: (1) the individual's past contributions to the District; and (2) potential value of the proposed project, both to the individual and to the District.

   1. A committee will be established to oversee the planning and implementation of this program. The committee will be composed of two administrators chosen by the ASA and two non-bargaining unit administrators chosen by the Superintendent of Schools.

2. The role of the committee will be (1) to draft guidelines, procedures and criteria for the administration of "Professional Development Leaves", subject to approval by the Superintendent of Schools, and (2) to review proposals that are submitted and to make recommendations to the Superintendent of Schools as part of the procedure outlined in Section 4 below.

3. The submission and review of proposals shall be as follows:

   a. The Joint Committee will prepare a solicitation for proposals which will be distributed to all administrators in the District. This solicitation will describe the program; explain the application procedures and review criteria; and outline the timetable and decision-making process.

   b. Only tenured administrators will be eligible to apply.

   c. The Joint Committee will review all proposals submitted in accordance with the published review criteria and will make their recommendations to the Superintendent of Schools.

   d. The Superintendent, in turn, will review the committee's recommendations and will submit his/her own recommendations to the Board of Education. The Board of Education will make final decisions on awards of "Professional Development Leaves."

4. Other features of the program provide the following:

   a. Recipients of these leaves will agree to return to employment in the District for a minimum of two (2) years subsequent to their leaves, or else will return a pro-rated portion of the cost of their leaves.

   b. Recipients of these leaves will agree to provide a written report to the committee and the Board of Education summarizing the results or outcomes of their leaves.

   c. As part of the annual budget process, the Board of Education will determine the amount of money, if any, to be allocated to support the leaves granted under this program.

   d. Upon return from a professional development leave an administrator shall be considered as if he/she were actively employed by the School District during the leave and will be placed on the salary schedule on the level he/she would have achieved if he/she had been present. Upon his/her return, the administrator shall be restored to his/her former position at his/her former school if at all possible; otherwise, to a substantially equivalent position.

   e. It is the expectation of the parties that administrators on professional leave shall receive full salary.

ARTICLE VI

SALARY

A. Appendix A includes the administrator positions and salary ranges for July 1, 2023 through June 30, 2027.

1. New Administrators will be hired no less than the starting salary for the range. A new administrator with prior administrative experience may be placed within the range, but no higher than the top of the range.

2. Administrators who are ineligible for range movement because they are currently at the top of their range, or above it, or who have reached the top of their range during the life of this agreement, will receive an increase of 2% in 2023-24, 2024-25, 2025-26 and 2026-27 instead of range movement. However, should such Administrators fall back within their range after receiving the 2% increase set forth herein due to the increase to the top of the ranges as set forth in Section A(3), they shall instead be moved to the top of their range.

3. The top of each salary range shall be increased as follows:

   Effective July 1, 2023, 2.6% over the prior year.

   Effective July 1, 2024, 2.6% over the prior year.

   Effective July 1, 2025, 2.5% over the prior year

   Effective July 1, 2026, 2.5% over the prior year

4. Administrators within the range will receive range movement each year of this Agreement (2023-2024, 2024-2025, 2025-2026 and 2026-2027) as set forth in subsection 5 below. All administrators within the current ranges begin the range movement with a divisor of 1/7 as described in subsection 5(a) below.

5. The movement within the range is a seven-year process as follows:

   a. In Year 1, we determine the difference between the top of the range and the current salary adjusted by bringing it to the starting salary and the agreed upon annual increase for that year. The amount is divided by 7 and added to the salary in determining the salary amount for the first year.
   b. In Year 2, we determine the difference between top of the range and the current salary adjusted by the agreed upon annual increase for that year. The amount is divided by 6 and added to the salary in determining the salary amount of the second year.
   c. In each succeeding year, the calculation is done the same but the division is reduced by one each year 5 – 4 – 3 – 2 – 1. (Upon reaching the top of the range, the administrators will only receive the increase established for administrators at or exceeding the top of the range).

6. A newly hired administrator will start no less than the starting salary for their range and the beginning of the following year will begin the 7 – 6 – 5 – 4 – 3 – 2 – 1 progression as defined above. Notwithstanding the foregoing, a new administrator hired after December 31, will not receive range movement the following July 1st.

7. An administrator changing positions/ranges will start over their range increment movement as set forth in section 5 above.

B. Effective July 1, 2002, the position of Administrative Assistant/Assistant Principal for the Secondary Summer School will be compensated based on 25 days of work (4 days a week for 6 weeks plus one additional day) as follows: 8% of the beginning High School Assistant Principal range for the first 20 days, plus an additional ¼ or 25% of that sum for the last 5 days. This salary will be increased in each following year based on the percentage increase agreed to in this contract.

C. As the Superintendent moves existing administrative personnel to redefined positions, the cost of increase should not be deducted from the new monies given to the ASA.

D. Summer Payment:

1. Additional duties assigned by the Superintendent that require an administrator to work during summer vacation periods will be compensated at 1/200th of the administrator's salary.

2. Summer work paid for by grant funds will be compensated at the rate of $300/day, except for attendance at conferences which will be compensated at the rate of $250/day.

E. Any administrator that accepts an additional assignment as a supervisor or leader of a weekend program on an on-going basis (for several weeks), will receive compensation as follows:

50% of their per diem rate of pay for a four-hour program.

F. Any administrator possessing National Board Certification as a teacher in White Plains prior to becoming an administrator is eligible for an additional stipend of $1,000 per year above his/her salary and not included in his/her base salary. This stipend is provided for each year the administrator is Nationally Board certified.

The administrator must maintain credentials upon expiration of the National Board certification in order to continue to receive the $1000 stipend.

The amount is paid each year from the date the administrator becomes a member of the ASA bargaining unit.

G. Effective July 1, 2019, pay dates will be bi-monthly on the 15th and 30th of the month.

H. Effective July 1, 2019, a longevity payment will be provided to an administrator after he/she completes 2 full years at the top of the salary range, in the amount of $1,200 annually, on a noncumulative basis. After completing 6 full years at the top of the salary range, the longevity payment will increase to $1,600 total, on a noncumulative basis.

Effective July 1, 2023, the longevity payment provided to an administrator after he/she completes 2 full years at the top of the salary range, shall be $1,300 annually, on a noncumulative basis, and increased to $2,200 total, on a noncumulative basis, after completing 6 full years at the top of the salary range.

ARTICLE VII

GRIEVANCE PROCEDURES

The following grievance procedure is intended to be used to resolve personnel grievances under this Agreement:

A. **DEFINITION:**

A "grievance" is a claimed violation, misinterpretation or misapplication of an express provision of this Agreement.

B. **PURPOSE:**

1. The purpose of these procedures shall be to promote harmonious and cooperative relationships between school administrators and supervisors and the Superintendent of Schools.

2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the interpretation or application of the administrative agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. When a complaint exists, the person or persons involved will take informal action to resolve the issue before instituting Level One of the grievance procedure.

3. Nothing contained herein shall be construed as depriving an administrator/supervisor of his rights under Section 683 of the General Municipal Law.

C. **PROCEDURE:**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the parties will make every effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. A grievance may be deemed to have been waived unless presented within sixty (60) school days after the event or events on which the grievance is based or known or should reasonably have been known by the aggrieved person. Failure at any step of this procedure to appeal the grievance to the next step of this procedure within the specified time limits may be deemed to be acceptance of the decision rendered at that step.

4. The filing or pendency of any grievance under the provisions of this agreement may in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject to the final decision of this grievance.

D. **STAGES IN THE PROCEDURE:**

1. **Level One**

   a. If the complaint is not resolved informally prior to Level One procedure, the aggrieved person may file a written grievance with his principal or immediate supervisor on a form which will be developed by the Board and the ASA.

      (For the purposes of grievance procedure, the immediate supervisor for principals and central office Administrative/Supervisory Staff will be the appropriate Assistant Superintendent of Schools.)

   b. Within five (5) days after the presentation of the written grievance, the principal, immediate supervisor, or such person designated by either of them, will meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person shall be present and may be represented by an Association Liaison representative or some other person as provided in Section E2 of the procedure. A decision shall be rendered on the grievance within five (5) school days after such meeting.

2. **Level Two**

   a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if a decision has not been rendered within five (5) school days after the meeting at Level One, he/she may file the grievance in writing with the Superintendent of Schools, with a copy to the President of the ASA or his/her designee, within five (5) schools days after the decision at Level One, or fifteen (15) school days after the written grievance was presented, whichever is sooner.

   b. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet the aggrieved person in an effort to resolve it. The Superintendent or his/her designee will render a decision on the grievance within ten (10) school days after he/she first meets on the grievance.

3. **Level Three**

   a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent of Schools or his/her designee, the aggrieved person may file the grievance in writing with the president of the ASA or his/her designee with a copy to the Superintendent of Schools within five (5) school days after a decision by the Superintendent or fifteen (15) schools days after he/she has first met with the Superintendent, whichever is sooner.

   b. Within five (5) school days after receiving the written grievance, the Association may refer it to the Board, with a copy of the Superintendent, if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving it. The Board shall render its decision on the grievance within ten (10) school days after its first meeting with the grievant.

4. **Level Four**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board, he/she may, within five (5) school days after a decision by the Board or fifteen (15) schools days after he/she has first met with the Board, whichever is sooner, file the grievance in writing with the President of the ASA or the President's designee, with a copy to the Superintendent of Schools, requesting the Association to submit his grievance to arbitration. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance to arbitration within ten (10) school days after the receipt of a request by the aggrieved person by notifying the Board and the Superintendent to that effect.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the ASA may agree upon a mutually acceptable arbitrator. If they are unable to agree on an arbitrator within such time, then either party may request the American Arbitration Association to designate a panel of arbitrators experienced in public employment relations with reference to schools from which, in accordance with the rules of the American Arbitration Association, an arbitrator will be selected or designated.

c. The arbitrator so selected will hold closed hearings promptly in the City of White Plains and will issue a written award not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have power to add to, subtract from, change or modify any provisions of the Agreement. He/she shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance. The decision of the arbitrator will be advisory to the parties.

d. The costs for the services of the arbitrator will be borne equally by the School District and the Association.

E. **RIGHTS OF ADMINISTRATORS/SUPERVISORS TO REPRESENTATION**

1. No administrator/supervisor, Liaison Representative, member of the Association or any other participant in a grievance procedure shall suffer reprisals in any way or suffer professional disadvantage by reason of participation in the processing of any grievance.

2. An aggrieved person shall be present and may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an official representative or an officer of any other administrative/supervisory association other than this Association or its designated representative. When an administrator/supervisor is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

F. **MISCELLANEOUS**

1. If a grievance affects a group or class of administrators/supervisors and the Association is authorized in writing to bring the grievance on behalf of the administrators/supervisors from at least two different school buildings, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such a grievance will be commenced at Level Two. In such a group or class grievance, the Association shall have the same status as an aggrieved person.

2. The Association and the Board may institute a grievance in the event that either claims that a violation, misinterpretation, or misapplication of any of the provisions of this Agreement directly affects them as distinguished from persons whom they may represent.

3. Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing, setting forth and the decisions and reasons therefore and shall be transmitted promptly to all persons concerned and to the Association.

4. Decisions rendered at Level Four will be in accordance with the procedures set forth in Paragraph D, Subdivision 4-c.

5. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Board and the Association so as to facilitate operation of the grievance procedure.

ARTICLE VIII

SEPARABILITY

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall be deemed valid and subsisting, except to the extent not permitted by law, but all other provisions or applications will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY SCHOOL DISTRICT OF THE CITY OF WHITE PLAINS, NEW YORK

Dated 4/8/24

By _____
Dr. Joseph L. Ricca, Superintendent

ADMINISTRATORS AND SUPERVISORS ASSOCIATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF WHITE PLAINS, NEW YORK

Dated 4/8/24

By _____
Douglas Cronk, President
Administrators & Supervisors Association

APPENDIX A

ASA CONTRACT 2023-2027
ADMINISTRATIVE POSITIONS AND SALARY RANGES

2023- 2024 (2.6%)

Range 1	173,684	207,098
Range 2	163,263	194,672
Range 3	150,202	182,992
Range 4	144,259	178,733
Range 5	123,500	157,133

2024- 2025 (2.6%)

Range 1	173,684	212,483
Range 2	163,263	199,734
Range 3	150,202	187,750
Range 4	144,259	183,380
Range 5	123,500	161,218

2025- 2026 (2.5%)

Range 1	173,684	217,795
Range 2	163,263	204,727
Range 3	150,202	192,444
Range 4	144,259	187,965
Range 5	123,500	165,249

2026- 2027 (2.5%)

Range 1	173,684	223,240
Range 2	163,263	209,845
Range 3	150,202	197,255
Range 4	144,259	192,664
Range 5	123,500	169,380

Range 1	**High School Principal**
Range 2	**Middle School Principal – Highlands**
Range 3	**Elementary Principals** **Middle School Principal – Eastview** **Director Alternative & Supplemental Programs**
Range 4	**Directors** **Assistant Principals – High School** **Co-Director – Special Education Administrator**
Range 5	**Assistant Principals – Middle & Elementary Schools** **Coordinators** **House Administrators**