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AGREEMENT

**RECEIVED**

FEB 12 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

BETWEEN

ASSOCIATION OF ADMINISTRATIVE PERSONNEL

AND

OSWEGO CITY SCHOOL DISTRICT

JULY 1, 2005 – JUNE 30, 2010

**RECEIVED**

FEB 13 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

*dofted 2/5/2008 19 members*



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## **1 PREAMBLE**

This agreement is made and entered into by and between the Superintendent and the Board of Education of the Oswego City School District and the Association of Administrative Personnel, covering terms and conditions of employment for the period July 1, 2005, to June 30, 2010.

## **2 NEGOTIATING PROCEDURE AND DESCRIPTION OF UNIT**

### **2.1 OPENING NEGOTIATIONS**

Upon written request of either party before December 1, 2009, a mutually acceptable meeting date shall be set to open negotiations by December 1, 2009, for a successor Agreement.

### **2.2 NEGOTIATING UNIT DEFINED**

The following positions shall be included within the Association of Administrative Personnel Negotiating Unit, namely:

- High School Executive Principal
- Middle School Principal
- Elementary School Principals
- Director Physical Education and Athletics
- High School House Principals
- Middle School Assistant Principal
- Director of Special Programs
- Assistant Director of Special Programs
- Director of Literacy
- Director of Math
- Director of AIS and Data Management
- Director of Grants and Partnerships

Any new titles created by the Board of Education during the term of this contract, whose duties are of an Administrative, Supervisory or Instructional nature and have a community of interest with the job titles included within the negotiating unit pursuant to this section, shall be added to the titles herein contained upon the effective date of their creation. Any dispute concerning the issue of community interest shall be resolved through the procedures for representation and certification established by the Public Employment Relations Board.

### **2.3 NEW POSITIONS**

1. Whenever a new position is created within the School System which covers the type of work being performed by members of the defined negotiating unit, the Association shall be informed and given the opportunity to discuss with and make recommendations to the appointing authority as to duties to be performed and salary to be paid. This section, however, shall

not require the District to negotiate initial salaries or duties for new positions during the term of this contract.

2. Whenever a building administrator position is vacant for more than thirty (30) days, a temporary full time administrator will be appointed to handle the duties of this position on or before the 31st day of absence. If a unit administrator is assigned to fill the vacancy, the vacancy created by this assignment shall also be filled.

#### **2.4 ASSOCIATION DUES DEDUCTION**

The District agrees to deduct from the salaries of Administrators within this negotiating unit, membership dues or an equivalent amount provided by law (Agency Fees) and as requested and authorized by AAP. Such deduction shall be forwarded to the AAP. The AAP shall certify to the District in writing the current rate of its membership dues. Any change in the rate shall be given to the District thirty (30) days prior to the effective date of any such change.

### **3 NEGOTIATED AGREEMENT**

#### **3.1 GOALS & GUIDELINES: RELATIONSHIP OF PARTIES**

The following goals and guidelines shall be applicable to the relationship between the parties:

##### **3.1.1 STAFF POSITION AND JURISDICTION**

The AAP members shall be consulted in all matters affecting their position and jurisdiction unless doing so would cause the District to breach the confidentiality of negotiations with another bargaining unit.

In addition, AAP members and the Association will advise the Board of Education, central administration, and district on negotiations proposals of other employee groups which impact on AAP job responsibilities.

##### **3.1.2 CLASS SIZE AND/OR TEACHER LOAD**

The District and the Association of Administrative Personnel recognize that class size and teacher loads are important factors in good education and will, whenever possible, subject to space, availability and all other educational considerations, insure that both class size and teacher loads are of the most effective nature for both teacher and pupil. However, the final decision as to class size and teacher loads will be made by the District in the best interests of the pupils.

##### **3.1.3 SPECIAL SUBJECT TEACHERS, SPECIALISTS, CONSULTANTS**

The District recognizes that the District staff will require the assistance of certain specialists in order to carry out their assigned duties

effectively. The Board will seek and act upon the recommendations of its Superintendent in this regard in order to carry out the duty imposed on the Board by law, namely; "To employ an adequate number of qualified persons to operate the school system." The appropriate building administrator will be consulted prior to the placement of any student teachers, tutors, volunteers or other non-certified personnel in any classroom, school building or other facilities used for instructional purposes.

#### 3.1.4 TEACHER AND STORAGE SPACE

Subject to present and future building programs of the district, it is agreed that proper and adequate teaching and storage space will be provided for all subject teachers and special area subject teachers in particular.

#### 3.1.5 SUMMER CURRICULUM STUDIES/PROGRAMS

The Board of Education and the Association of Administrative Personnel agree that summer programs of curriculum study and revision, and in-service education have proved to be of value, and will be continued in the future as long as the need for such programs is justified. Insofar as possible, approval of all summer programs - federal, state, or local sponsored shall be made by April 1 to insure the best possible staff and maximum pupil participation.

#### 3.1.6 PERSONNEL FILES

Upon request in writing by an administrator, he/she shall be given complete access to his/her personnel file in the presence of the Superintendent or his/her designee.

#### 3.1.7 TIMING OF STAFF RECRUITMENT

Every effort will be made to establish a program of early staff recruitment that will insure a full staff of competent and fully certified personnel.

#### 3.1.8 JOINT STUDY COMMITTEES

Any study committees established at the Building or District level shall be consistent with the Shared Decision Making Plan adopted by the Board of Education on February 1, 1994 and revised on January 16, 1996.

## **4 EVALUATION**

The Superintendent shall be responsible for the evaluation of all bargaining unit administrators. Evaluations will be conducted using current practices. Changes in evaluation procedures and the use of an evaluation instrument for AAP unit members will be done on a mutually agreed basis between the AAP and the Superintendent. The parties have agreed to meet with respect to the evaluation tool.



## 5 SALARIES AND BENEFITS

### 5.1 SALARIES

Effective July 1, 2005, and July 1 of each succeeding year during the term of this agreement, the base salary for each member of the negotiating unit, as long as both a change in position and renegotiation of salary for that position did not occur, shall be increased by the sum of 3% (plus agreed adjustment in 06-07 and 07-08).

In years 2008-09 and 2009-2010, each Administrator shall be eligible for merit increase of up to an additional 1% per year.

#### 5.1.1 MERIT INCREASES

- a) Process of goal setting – mutual goals to be established between the Superintendent and the individual Administrator in order to be eligible.
- b) Sunset - This provision will expire on June 30, 2010 unless both parties mutually agree to continue.

#### 5.1.2 IN-SERVICE

Any administrator who takes in-service work approved by the Superintendent shall receive \$107.00 per credit hour during the term of this agreement to be paid to the administrator in blocks of three (3) credit hours to be added to his/her base salary (45 clock hours equal three (3) credit hours). No prior approval will be necessary for district pre-approved courses.

#### 5.1.3 GRADUATE WORK

Any administrator taking graduate work that has been approved by the Superintendent at an accredited college/university and having successfully completed this work, shall have all tuition cost reimbursed to him/her by the District.

#### 5.1.4 STIPENDS

Doctorate Degree (For life of this agreement)	\$2,500.00
Longevity - After 20 verifiable years in NYS Teachers' Retirement System	550.00
Longevity - After 25 verifiable years in NYS Teachers' Retirement System	800.00

#### 5.1.5 MILITARY SERVICE SALARY CREDIT

Military service salary credit shall be granted as follows:

- Eleven months or less - no credit
- Twelve through twenty-three months - one step credit
- More than twenty-three months - two steps credit

All military service must have terminated with an honorable discharge in order to be credited.

The above shall determine the position on the administrator's salary schedule for the individual that shall be used in computing his/her salary as an Administrator.

## **5.2 INSURANCE**

Any improvements in the Health Insurance Plan or sick leave plan for teachers during the term of this agreement shall be incorporated into this agreement during the same period.

### **5.2.1 SAVE HARMLESS**

For any year of the contract, any member of AAP shall not receive a salary less than that of the previous year for the same job assignment.

## **5.3 EARNED BENEFIT**

Those administrators, who submit an irrevocable letter of retirement with six months notice, will receive a monetary earned benefit award of \$85.00 per day for every day of unused sick days.

The amount of sick days which may be utilized for this benefit shall be 320 days.

## **5.4 WORK YEAR**

### **5.4.1 BASIC 12-MONTH WORK YEAR**

All unit members shall have a basic work year of twelve (12) months.

## **5.5 BENEFITS**

### **5.5.1 SICK LEAVE**

Sick leave shall be granted to administrators at the rate of one and one-half days per month accumulative to 320 days in 2009.

Each administrator and/or supervisor shall be entitled to the balance of sick leave days accrued as a teacher in this District in the event that he or she shall be transferred to an administrative and/or supervisory position in this District.

It shall be within the sole discretion of the District whether or not to grant sick leave transfer credit to any or all administrators coming to this District from another school district. If the District chooses to grant such credit, it will be on the basis of one day credit for each two days of sick leave accrued in another district up to a maximum of thirty (30) days.

### **5.5.2 SICK LEAVE LUMP SUM AT RETIREMENT**

Sick leave lump sum at retirement may not be combined with cash equivalent for accumulated days of sick leave used to reduce the insurance contribution payment of insurance premium.

100 days of accumulated sick days to be used for health insurance fully paid by the district in retirement.

Sick Leave accumulation maximum increased to 320 days in 2009.

Rate paid increased to \$85 per day in 2009.

#### 5.5.3 PERSONAL LEAVE

Unit members shall be granted six (6) days of personal leave effective July 1 each year. Such leave shall be non-cumulative, but unused personal days will be added to the individual employee's sick leave accumulation on July 1 of the following school year.

#### 5.5.4 BEREAVEMENT

Bereavement Leave - All employees shall be entitled to three (3) days leave for members of immediate family and one (1) day for extended family for each occurrence. Immediate family shall be defined as: spouse, mother, father, parents-in-law, child, brother, sister, grandparents, and grandchildren or others residing in the employee's same household. Personal leave or sick leave may be used for bereavement.

#### 5.5.5 SABBATICAL LEAVE

Upon completion of seven (7) years of service as a member of the staff of the City School District of Oswego, the major portion of which has been in administration, an individual may apply for a sabbatical leave for study or other activities aimed at the improvement of his or her professional skills. The Superintendent or a duly appointed designee, a representative selected by the AAP, and a mutually selected third party will screen applicants and make recommendations to the Superintendent/Board of Education.

The Administrative member's salary and benefits during sabbatical leave shall be based on his or her normal salary for that year - the year following his or her sabbatical, the member shall receive a salary based on his or her next sequential step, if any.

The variations of leave available are:

Full year - 60 percent pay or  
Half year - full pay

Any other benefits ordinarily extended to the individual will be extended during the period of sabbatical leave as though the person were still employed.

The Board guarantees the same position to the individual upon his or her return. The individual guarantees that, upon completion of his or her sabbatical leave, he or she will remain in the school district's employ for a minimum period of two (2) years.

### 5.5.6 CHILD REARING LEAVE OF ABSENCE

In the case of a birth or adoption of a child, an administrator, upon written request, shall be granted a leave of absence up to a maximum of one (1) work year for child rearing purposes under the following conditions:

- 5.5.6.1 *Requests shall be submitted in writing by the administrator at any time between the commencement of the pregnancy and one month prior to the birth of the child or within one month of the date of adoption of a child.*
- 5.5.6.2 *The administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided that her attending physician verifies in writing that she is capable of performing her professional obligations. Such verification may be required by the Superintendent or his designee on a monthly basis beginning with the sixth month of pregnancy. Such administrator shall have the right: (a) to return to active employment whenever, after delivery, her physician verifies in writing that she is capable of performing her professional obligations; (b) to use their accumulated sick leave benefits in the event she is not capable of performing her professional obligations by reason of a medical disability as verified by her physician in connection with or resulting from her pregnancy.*
- 5.5.6.3 *Child rearing leaves will be without pay.*
- 5.5.6.4 *All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and previously accrued credits toward tenure and sabbatical leave eligibility, will be restored to him/her upon his/her return and he/she will be assigned to an equivalent position which he/she held at the time said leave commenced.*
- 5.5.6.5 *Benefits will not be accumulated during the period of the leave.*
- 5.5.6.6 *In the case of a non-tenured administrator, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.*
- 5.5.6.7 *Upon return from such leave, the administrator will be placed on the salary step he or she was on at the time of commencement of the leave, unless the administrator has completed one-half of the work year immediately preceding the leave.*

**5.5.7 INSURANCE PROGRAM**

The Board of Education agrees to pay a share in the cost of Health Insurance premiums for individual and family coverage, according to the following schedule:

Premium Contribution

<u>Year</u>	<u>Percentage</u>
7/1/07	10%
7/1/08	11%
7/1/09	12%

*5.5.7.1 It is agreed that the co-pay on prescription drugs will be increased to \$5.00 for generic and \$15.00 for brand name drugs effective July 1, 2008.*

*5.5.7.2 It is agreed that the District will provide to all members of AAP who elect to be so covered, the flexible benefits package as provided by The Upstate Benefits Administrators or general equivalent.*

*5.5.7.3 The District will provide to all members of the AAP Disability Insurance as outlined in the OCTA Contract.*

*5.5.7.4 The District agrees to pay the sum of \$400 to each administrator for insurance reimbursement for the life of the contract for health, dental, disability income or protection insurance premiums.*

*5.5.7.5 The Board will provide a \$35,000 Group Life Insurance policy for each member (beneficiary to be designated by the member). The individual members may purchase additional units of coverage at the group rate established for the policy. The District agrees to extend the group life insurance benefit to any retired administrator at the group rate so long as he/she pays the total premium.*

*5.5.7.6 The District agrees to extend health insurance coverage for the benefit of a spouse or dependent for an expired bargaining unit member for up to one (1) year following the date of death.*

*5.5.7.7 Major Med Deductible: January 1, 2010, increase to \$100/\$300*

**5.5.8 DENTAL INSURANCE**

The District will pay \$450.00 per participating member each school year for a dental plan. If the District increases its contribution for dental insurance to other employees during the term of this agreement, participating administrators will receive the increase. In the event that the yearly premium of the District's dental plan is less than the above

designated amount, the balance will be utilized to improve dental plan benefits for administrators. The District and Association shall establish a joint committee to review dental insurance costs and coverage for administrators. While the selection of the dental insurance carrier shall not be subject to negotiation during the term of this Agreement, the District shall consult with the Association before any change in carrier is implemented.

**5.5.9 VACATION, HOLIDAYS, ETC.**

The District and the Association of Administrative Personnel agree to a vacation schedule of 23 days per year for 12-month employees. It is also agreed that administrators shall have the option of (1) carrying over up to ten (10) days of vacation from one year to the next on a non-accumulative basis (i.e., no more than ten (10) days of unused vacation from a prior year may be credited at any given time to an administrator),

OR

the administrator shall have the ability to roll-over five (5) unused vacation days and to be paid for a maximum of five (5) days at the per diem rate of \$300.

Holidays shall be determined pursuant to Board policy and for each year of the contract the holidays shall be:

- |                        |                            |
|------------------------|----------------------------|
| July 4 <sup>th</sup>   | Christmas Day              |
| Labor Day              | New Year's Day             |
| Columbus Day           | Dr. Martin Luther King Day |
| Veterans Day           | President's Day            |
| Thanksgiving Day       | Good Friday                |
| Day after Thanksgiving | Memorial Day               |

**5.5.10 SICK LEAVE BANK**

Effective July 1, 1980, a Sick Leave Bank will be established for the administrators. The Bank shall be administered by a committee of one member selected by the Association of Administrative Personnel and one member selected by the Superintendent. Applications for the Sick Leave Bank will be administered solely by the committee. Decisions shall be final, binding and not subject to grievance, arbitration or further review. The purpose of the Sick Leave Bank is to protect the administrator from serious financial burden due to prolonged catastrophic illness or injury. Newly appointed administrators may elect to join the Sick Leave Bank within thirty (30) days of employment by contributing six (6) days regardless of the total in the bank.

In future years, if available sick leave days drop below 200, administrators will be assessed an amount of days equal to the number of participating administrators divided into the number of days needed to bring the bank up to 200 days. In any event the maximum

contribution per administrator will not exceed six (6) days. In subsequent years a non-participating member may elect to become a participant by filing a written statement of intent, between July 1 and September 1.

A person may not apply to the Sick Leave Bank unless his or her own accumulated sick leave is depleted. In any case the first thirty (30) days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay. Application for the Sick Leave Bank shall be submitted to the Sick Leave Bank Committee and must include a medical report setting forth the nature of illness or injury, anticipated date of recovery and return to work and the date of initial incapacitation.

The maximum number of days available from the Sick Leave Bank shall be eighty (80) for any serious illness or injury. An administrator who severs employment may not withdraw days already contributed to the Sick Leave Bank.

The balance of any unused days authorized from the Sick Leave Bank Committee shall be returned to the Bank upon return to work of the administrator. The Board of Education may, at its sole discretion, grant additional days to administrators, upon request, who have exhausted his or her sick leave allotment. The Board's decision shall not be subject to the grievance/arbitration procedure. It is understood that any central office administrator may elect to participate in the above Sick Leave Bank.

#### 5.5.11 MILEAGE

Approved travel reimbursed at IRS rate.

Unit members at more than one building shall be reimbursed for travel between buildings.

## **6 OTHER PROVISIONS**

### **6.1 ASSAULT AND BATTERY**

Administrators shall report (verbally by the end of the school day) and within 24 hours, in writing, to the Superintendent all cases of assault suffered by them and all other cases of extreme misbehavior on the part of pupils occurring in connection with their employment.

This report shall be forwarded to the Superintendent of Schools who shall comply with any reasonable request from the administrator. The Board of Education shall take the appropriate action as provided by Section 3028 of the Education Law.

If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her

employment, the District shall furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance and shall provide such other assistance as may be required by law. Any administrators who shall be absent from his/her duties as the result of assault or battery as the result of the performance of his/her duties shall not have his/her sick leave reduced for the first sixty (60) school days following the incident. Subsequent to the expiration of the sixty (60) school days, any further absence will be treated in accordance with existing District practices relating to Workers' Compensation claims (Personnel Notice: No. 175, dated October 3, 1974).

## **6.2 COMMUNICATIONS AND MISCELLANEOUS PROVISIONS**

### **6.2.1 THE BOARD OF EDUCATION AGENDA**

The President of the Association of Administrative Personnel shall be provided with an agenda of each Board of Education regular meeting prior to said meeting. Each Administrator shall be provided with Board meeting enclosures that relate specifically to his or her area of jurisdiction.

### **6.2.2 THE BOARD OF EDUCATION MINUTES**

The President of the Association of Administrative Personnel shall be provided with a copy of the minutes of each regular Board of Education meeting.

## **6.3 GRIEVANCE PROCEDURE**

### **6.3.1 Definition**

A grievance shall be defined as an alleged violation or misinterpretation of an express provision of this agreement.

### **6.3.2 Who may process a grievance**

Grievances may be initiated by an individual employee, who may request assistance from his/her Association.

### **6.3.3 Procedure**

The individual shall pursue the following procedure:

#### ***6.3.3.1 Level 1***

The grievance shall first be filed in writing with the immediate superior within ten (10) workdays of the occurrence of the alleged grievance. If the grievance cannot be resolved informally within five (5) workdays, the immediate superior will give written response.

#### ***6.3.3.2 Level 2 (When appropriate)***

If the question is not resolved to the employee's satisfaction, he/she may make a written appeal to the Superintendent or his designee



within five (5) workdays following receipt of the decision at Level 1. The Superintendent or his designee will hear the problem within ten (10) workdays after receiving the appeal. After considering the appeal, he will give a written decision within ten (10) workdays.

#### *6.3.3.3 Level 3*

The individual may appeal to the District if he or she is not satisfied with the decision at the previous level. This appeal must be forwarded to the Board in writing within ten (10) workdays of receipt of the decision at Level 2. The Board will give its decision in writing within twenty (20) workdays after the written appeal is received by the Board.

#### *6.3.3.4 Level 4*

After such a decision, if the individual is not satisfied with the decision at Level 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to the American Arbitration Association (in accordance with the AAA rules and regulations), within fifteen (15) work days of the decision at Stage 3.

The third party shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The costs for the services of the third party including expenses, if any, will be borne equally by the Board of Education and the Association.

The award of the arbitrator shall be binding on both parties with the exceptions of grievances relating to Sections 2.1.1, 2.1.4, 2.1.5, 2.1.7, 2.6.2, 2.6.3 (i.e., denial of sabbaticals not subject to binding arbitration), in which cases the award of the arbitrator shall be advisory only, with final action to be taken by the Board.

### **6.4 FAIR DISMISSAL PROCEDURE**

Principals or supervisors, upon written request, shall have the right to a hearing prior to dismissal. Said hearing will be before the Board of Education. Specific written reasons for the dismissal must be presented to the employee prior to the hearing. The employee will have the right to be represented by the Association of Administrative Personnel. This procedure does not apply to reductions in staff caused by the elimination of positions. Dismissal cases are not subject to binding arbitration. However, nothing herein shall be a waiver of any rights by individual contracts or law.

### **6.5 MEMBERSHIP-DUES**

The District agrees to deduct from the salary of its employees, dues for the AAP, the School Administrators' Association of New York State, and the National Education Association, or any one or a combination of such associations as said employees individually and voluntarily and in

writing authorize the District to deduct on a periodic basis. It is also agreed that deductions for tax-sheltered annuities, credit union, and employees' fund may be made upon written authorization.

#### **6.6 PRINTING OF AGREEMENT**

Copies of this Agreement shall be printed at the expense of the District and made available to all members of the A.A.P. Ten additional copies should be provided for the President of the Association.

#### **6.7 SCHOOL CALENDAR**

The District agrees to provide the administrative employees with the tentative school calendar and to seek reactions and concurrence. Final establishment and adoption of the calendar is a prerogative of the Board.

#### **6.8 PRINCIPALS' HIRING RESPONSIBILITIES**

During the time when the principal is not assigned or is on vacation, hiring procedures will be handled by the central office, unless the affected administrator specifies his/her intent to continue hiring procedures during such times.

#### **6.9 EMERGENCY SCHOOL CLOSING**

On days that school is closed, because of weather or other emergency, administrators should report for work when in their judgment road conditions permit, to engage in professional activities.

#### **6.10 REQUEST FOR INFORMATION**

All information desired or needed by the Board of Education, individually and/or collectively, shall be requested through the Office of the Superintendent of Schools.

#### **6.11 ELIMINATION OF POSITIONS**

Ninety days prior notice will be given to an affected employee when the District is going to eliminate an administrative or supervisory position.

#### **6.12 CONTINUING POLICIES**

##### **6.12.1 EXISTING POLICIES**

Existing policies affecting benefits for administrators, not specifically affected by this agreement, shall continue in effect.

##### **6.12.2 CONTRACT CONTINUITY**

In the event negotiations for a successor agreement have not been concluded prior to the expiration date of this agreement, administrators shall continue to receive the same salary for the same job assignment as received during the prior year, until a new agreement is concluded.

In the event negotiations for a successor agreement have not been concluded prior to the expiration date of this agreement, the following

contractual benefits shall also continue in effect until a new agreement is concluded: Insurance and insurance reimbursement benefits, special leaves, Vacations, Holidays, Sick Leave, Grievance Procedure and Fair Dismissal Procedure.

The continuity provided in this section shall not apply in the event of an unlawful work stoppage or job action.

#### **6.13 ELIGIBILITY FOR OTHER DUTIES**

Members of the Association of Administrative Personnel shall be eligible candidates for any and all extra compensatory positions listed in the teachers' contract, provided such positions will not be in conflict with the regular duties of the administrator.

#### **6.14 AGREEMENT(S) CAUSING LEGISLATIVE ACTION**

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

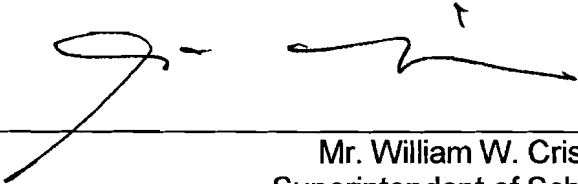
#### **6.15 MANAGEMENT RIGHTS**

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to hire, layoff, assign, transfer and promote employees; to determine the number of administrative, teaching and non-teaching staff; to make administrative assignments; to introduce new or improved methods, techniques and programs; to evaluate personnel, to determine whether or not to subcontract (subcontracting shall be based on sound business reasons and the District agrees to meet with AAP prior to implementing any subcontracting decision); to determine the number of duties and personnel; to discontinue or consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this agreement.

It is understood and agreed that all the rights, power and authority possessed by the District prior to this agreement remain vested in the District, whether previously exercised or not, except those rights which are specifically bridged, deleted or modified by this Agreement.

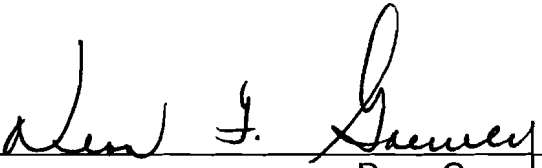
The rights reserved to the District by this Section shall not be exercised in an arbitrary or capricious manner.

**BOARD OF EDUCATION OF THE OSWEGO CITY SCHOOL DISTRICT  
OSWEGO, NEW YORK**

By  \_\_\_\_\_  
Mr. William W. Crist  
Superintendent of Schools

Date 12/24/08

**THE ASSOCIATION OF ADMINISTRATIVE PERSONNEL  
OF  
THE OSWEGO CITY SCHOOL DISTRICT**

By  \_\_\_\_\_  
Dean Goewey  
President, AAP

Date 12/24/08

