



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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: **Newfane Central School District and Administrative Council of the Newfane Central School District (2007)**

Employer Name: **Newfane Central School District**

Union: **Administrative Council of the Newfane Central School District**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/10**

PERB ID Number: **5744**

Unit Size: **8**

Number of Pages: **22**

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/>

AD1 | 5744

7/1 6/30
2007 - 2010 AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS

of the

NEWFANE CENTRAL SCHOOL DISTRICT

and

THE ADMINISTRATIVE COUNCIL

of the

NEWFANE CENTRAL SCHOOL DISTRICT

RECEIVED

NOV 28 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

of employees:

8

TABLE OF CONTENTS
District Administrative Council Agreement, 2007-10

PREAMBLE		1
ARTICLE I	Concerning This Agreement	1
1.1	Definitions	1
1.2	Underlying Considerations	2
ARTICLE II	Working Conditions	2
2.1	Work Year	2
2.2	Summer Work Week	3
2.3	Vacation	3
2.4	Vacation Accumulation	3
2.5	Appointments and Reductions in Force	3
2.6	Supervisory Authority	3
2.7	Resignation	3
2.8	Certification and Consultation Work	4
2.9	Performance Appraisals	4
2.10	Complaints Against Administrators	4
2.11	Administrative Workloads	4
ARTICLE III	Compensation Matters	4
3.1	Salaries	4
3.2	Mileage	5
3.3	Tax Deferred Annuity Program	5
ARTICLE IV	Leaves of Absence	5
4.1	Sick Leave	5
4.2	Disability Leave	6
4.3	Worker's Compensation	6
4.4	Personal Leave	6
4.5	Temporary Leaves	7
4.6	Childcare and Adoption Leave	7
4.7	Personal Leave with Reduced Work Hours	8
ARTICLE V	Employee Benefits	8
5.1	Flexible Benefits Plan	8
5.2	Duplicate Health Insurance	11

5.3	Health Insurance for Retired Employees	12
5.4	Severance Pay	13
5.5	Benefit Limitations	13
5.6	Retirement System Loans	13
5.7	Membership Fees	13
5.8	Life Insurance	14
5.9	Physical	14
5.10	Graduate Studies	14
ARTICLE VI	Dispute Resolution Procedure	14
SCHEDULE A	Salary Schedule	16
	5.4 Severance Pay Document	17

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 PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

PREAMBLE

WHEREAS, this Agreement has been negotiated in compliance with the Public Employee's Fair Employment Act, Article 14 of the Civil Service Law of the State of New York; and

WHEREAS, the act grants to public employees the right of organization and representation and the right to negotiate their terms and conditions of employment, and the administration of grievances arising thereunder; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I CONCERNING THIS AGREEMENT

1.1 **Definitions:** As used in this Agreement

- 1.1.1 "District" means the Newfane Central School District including its Board of Education as its governing body.
- 1.1.2 "Board" means the Board of Education of the District.
- 1.1.3 "Superintendent" means the person appointed by the Board as Superintendent of Schools of the District.
- 1.1.4 "Bargaining Unit" means all New York State Education Department (NYS SED) certified administrators except the Superintendent of Schools and the School Business Administrator.
- 1.1.5 "Council" means the Administrative Council of the District.
- 1.1.6 "Party" means the District or the Council.
- 1.1.7 "Parties" means the District and the Council.

1.1.8 "Employee" means a person holding a position in the Bargaining Unit.

1.2 Underlying Considerations:

1.2.1 Term of Agreement. This Agreement shall become effective on its date of execution and shall be retroactive to July 1, 2006 for salary, waiver, and flex purposes. All other provisions shall correspond to the execution date. This agreement shall remain in full force and effect until June 30, 2010.

1.2.2 Recognition. The Board recognizes the Council as the exclusive representative for all employees in the Bargaining Unit. Such recognition shall extend to the maximum limit provided by law.

1.2.3 Negotiations. If either Party desires to negotiate a successor to this agreement, written notice to that effect shall be submitted to the other Party not later than November 1st of the final year of the agreement. Such negotiations shall begin not later than November 15th of such final year.

1.2.4 Complete Agreement. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the District adopts a change in policy which affects wages, hours or any other conditions of employment of those in the negotiating unit, which is not covered by the terms of this Agreement, and which has not been proposed by the Council, the District will notify the Council in writing that it is considering such a change. The Council will have the right to negotiate such items with the District.

1.2.5 Council-District Relationships. The District shall provide the Council with periodic opportunities to discuss terms and conditions of employment with the Board and Superintendent upon the request of the Council.

**ARTICLE II
WORKING CONDITIONS**

2.1 Work Year. The work year for administrative employees shall be:

2.1.1 Ten (10) months, September 1 through June 30 annually exclusive of usual school holidays and recess periods as defined by the officially adopted school calendar; and all days in June (Monday to Friday) are workdays.

2.1.2 Two (2) months in July and August exclusive of the July 4th holiday.

- 2.2 Summer Work Week. The summer work schedule shall be determined by mutual agreement between the employee and the Superintendent of Schools. Consideration will be given to coordination of work effort and the responsibilities related to closing and opening of school.
- 2.3 Vacation. Each administrator shall be entitled to twenty-two (22) days of vacation per year. Every effort shall be made to take vacation during July and August. However, with the Superintendent's permission, vacation may be taken during the school year.
- 2.4 Vacation Accumulation. If because of workload conditions, approved by the Superintendent in advance, the administrator is required to work additional days during unusual holiday and recess periods, the administrator shall be credited with an additional day of vacation time for each full day worked. If, because of workload conditions approved by the Superintendent in advance, an administrator is unable to use all or part of his/her vacation, comparable time shall be given off during other periods. If the Superintendent determines that time is not available for vacation at other times, then the administrator may accrue up to twenty (20) days of vacation time or may elect to be compensated for his/her unused annual vacation. Compensation for unused vacation time shall be at the rate of 1/240th of the administrator's annual salary and shall be paid in July of the new fiscal year or upon termination as the case may require.
- 2.5 Appointments and Reductions in Force.
- 2.5.1 Bargaining unit members shall serve in tenure track positions. No tenure track position shall be terminated other than at the end of a fiscal year. Every effort shall be made to inform the Administrator that his/her position will be eliminated as soon as practicable, but not less than ninety (90) days prior to June 30.
- 2.5.2 If a reduction in force must occur, the District shall comply with the requirements of the NYS Education Law and applicable regulations thereunder with respect to reductions in force/abolition of positions, placement of administrators on preferred eligible lists and/or recall of administrators upon existence of an administrative vacancy.
- 2.6 Supervisory Authority. Administrators are authorized and expected to plan, manage and evaluate programs falling under their purview within policies and regulations of the district and budgetary authority.
- 2.7 Resignation. It is expected that any administrator who intends to leave his/her employment with the District will notify the Superintendent, in writing, of his/her intention as soon as practicable but not less than forty-five (45) days prior to the terminal date of his/her employment.

- 2.8 Certification and Consultation Work. Each employee shall furnish throughout the life of his/her employment a valid and appropriate certificate to act as an administrator in the State of New York. Each administrator shall devote his/her time, skill, labor, and attention to the performance of duties during the term of his/her employment. However, administrators may undertake consultative work, speaking engagements, writing, lecturing, or other duties and obligations connected with the field of education.
- 2.9 Performance Appraisals. Each administrator shall have his/her performance appraised annually. Said appraisals shall be committed to writing and shared not later than August 15th annually. Before being finalized or placed in the administrator's personnel file, the appraisal shall be discussed with the administrator. Administrators shall have the opportunity to include a written reply in his/her personnel file.
- 2.10 Complaints Against Administrators. No complaint against an administrator shall become a matter of record unless it has been brought to the attention of the administrator as soon as practicable under the circumstances, provided, however, that no delay in notifying the administrator shall inhibit his/her ability to rebut the complaint.
- 2.11 Administrative Workloads. At least once annually in February, two representatives of the Administrative Council and two representatives of the District shall meet and review the reasonableness and balance of administrative workloads.

ARTICLE III COMPENSATION MATTERS

- 3.1 Salaries. Salaries for individual administrators shall be in accordance with Schedule A attached. Each administrator shall have a starting salary set at the time of hire. Thereafter employees will receive negotiated increases applied to their base salary.
- 3.1.1 Beginning Salary. At hire, based upon background and experience, the District may set the starting rate of pay. However, under no circumstance will such starting rate be greater than a current Administrator in a similar position.
- 3.1.2 Performance Bonus. The Board of Education, upon the recommendation of the Superintendent of Schools, may provide an annual performance bonus to administrators when they deem worthy. Said bonus shall not be added to annual salary, and shall not be required. Granting said bonus shall be completely discretionary and shall not be subject to provisions of Article VI.

- 3.2 Mileage. When any administrator is required to travel in the exercise of his/her assigned duties, and when a school car is not available for such travel, the administrator shall be reimbursed at the rate per mile prescribed by the Board. One round trip to and from home per day may not be included.
- 3.3 Tax Deferred Annuity Program. All administrative employees are eligible to participate in a tax deferred annuity plan selected by the employee. The District, at the request of the administrator and in accordance with State law, shall deduct from the salary of the employee the sum authorized, and transmit said sum to the appropriate agency per the agency billing cycle. Except in the case of emergency, said deductions shall be forwarded on the pay date that it is made.

ARTICLE IV LEAVES OF ABSENCE

- 4.1 Sick Leave
- 4.1.1 Upon Hire. In recognition of the fact that changing jobs results in the loss of accumulated sick leave, upon hire as a member of this Bargaining Unit, the Board may grant an employee up to sixty (60) days of sick leave. Said days shall only be available for the personal disability and/or illness of the employee and his/her family as outlined in Section 4.1.2 of this contract. Said days shall not be applicable toward any severance benefits. This paragraph shall only apply to administrators hired after July 1, 1997 and shall not impact sick leave carried forward or granted prior to that date. The above provision does not apply to individuals who have accumulated sick leave as a teacher, and who move, by Board appointment, into the administrative bargaining unit. Said persons shall maintain the same number of sick days and roll them forward. (i.e.: Earned 140 days as a teacher, would have 140 applied as an administrator.)
- 4.1.2 Number of Sick Days. Each administrator shall be entitled to eighteen (18) sick days per year, the entire amount of such leave to be credited on July 1 of each year, or shall be prorated upon employment. Sick leave with full pay may be taken for personal illness or serious illness in the immediate family (children, spouse, parents, and parents of spouse).
- 4.1.3 Accumulation. Unused annual sick days shall accumulate without limit.
- 4.1.4 Sick Leave With Pay. The Board may grant sick leave with pay beyond that to which the administrator may be entitled by sub-paragraphs 4.1.2 and 4.1.3 above.
- 4.1.5 Sick Leave Without Pay. When an administrator has exhausted his/her sick leave and any extensions thereof with pay, he/she shall, upon application,

be granted sick leave without pay for the remainder of the school year. Upon further application, such sick leave without pay shall be extended for an additional school year.

- 4.1.6 Credit for Service. Any sick leave with pay granted shall be credited as service for increment purposes.
- 4.1.7 Restoration of Sick Leave. Sick leave accumulated prior to a leave of absence shall be credited upon return from such leave.
- 4.1.8 Holidays During Sick Leave. When an administrator is on sick leave with pay, deductions from his/her sick leave allowance shall not be made for any day on which he/she would not be required to work by the terms of this agreement, and he/she shall receive pay and allowances for such days.
- 4.2 Disability. Should any employee be unable to perform any or all of his/her duties by reason of illness, accident, or other cause beyond his/her control, and said disability exists for a period of more than the accumulated number of sick leave days during any school year, the Board may, at its discretion and after consultation with the Council, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) days (or accumulated number of sick leave days, whichever is greater) or if said disability is permanent, irreparable, or of such nature, as in the discretion of the Board will make the performance of his/her duties impossible, the Board may, at its option terminate said employee, whereupon the respective duties, rights, and obligations hereof shall terminate.
- 4.3 Worker's Compensation. Absence of an administrator for school-related injuries during periods when he/she is covered by Worker's Compensation shall not be deducted from sick leave allowance. The administrator shall receive full pay and allowances for such periods and shall assign to the Board any salary allowance paid him/her by Worker's Compensation.
- 4.4 Personal Leave
 - 4.4.1 Number of Personal Days. Each administrator shall be entitled to two (2) days of personal leave per school year with pay.
 - 4.4.2 Request for a Personal Day. Whenever possible, request for such leave should be made to the administrator's immediate supervisor two (2) days prior to the leave.
 - 4.4.3 Personal Leave Without Pay. When personal leave with pay is not warranted, the Superintendent may grant up to five (5) days of personal leave without pay and the Board may grant additional leave without pay.

- 4.4.4 Accumulation. Personal leave not used during any year shall be added to accumulated sick leave.
- 4.5 Temporary Leaves. Temporary leaves of absence with full pay and allowances and no deductions from sick leave or personal leave shall be granted administrators for the following purposes:
- 4.5.1 Bereavement. To be absent during the time following the death of a member of the immediate family but not in excess of five (5) days. Two (2) additional days may be taken to attend bereavement events for non-family members.
- 4.5.2 Religious Holidays. To observe customary and traditional religious holidays where absence or abstention from work is required or customary, but not in excess of three (3) days annually, nor when notice is not given at least two (2) days prior to such leave.
- 4.5.3 Jury Duty. To perform jury duty or other service required by law, court order, or other governmental authority beyond the control of the individual and necessitating absence from duty. However, during such service, the administrator shall be required to perform the duties of his/her position when feasible.
- 4.5.4 Graduation. To attend the administrator's own graduation or ceremonies where he/she is the recipient of a degree, award, or special honor, or the graduation of the administrator's child or spouse, from a regionally accredited college or university, out of the immediate geographic area, which necessitates overnight travel, which can not be reasonably done at any other time, up to a limit of three days, and two separate occasion per year. If in the event of a local college or university, where the commencement occurs during regular work hours of the administrator, the administrator will be excused for that particular day in order to attend.
- 4.6 Childcare and Adoption Leave.
- 4.6.1 Application: An Administrator in the Newfane Central School District applying for child care or adoption leave must submit the application at least sixty (60) days prior to the date on which the leave is to begin. In the case of an emergency or unanticipated circumstance related to the medical condition of either the mother or child, or an unplanned opportunity to adopt, the sixty-day provision will be waived.
- 4.6.2 Leave: An Administrator may apply for, and shall be granted a Family Medical Leave (FMLA) Act leave. Rules of eligibility and entitlement shall be provided by statute.
- 4.6.3 Conditions: If the FMLA leave is due to child delivery disability, up to 6 to 8 weeks of the leave may be paid to the Administrator as sick pay, provided the Administrator has accumulated sufficient sick leave time. During the

FMLA period, the Administrator may choose to be paid vacation pay for the time beyond the child delivery disability, provide the Administrator has accumulated sufficient vacation time.

After the FMLA has been exhausted, the Administrator may apply for, and shall be granted an additional leave for a maximum of eight weeks. The Administrator may choose to be paid vacation pay, provided the Administrator has accumulated sufficient vacation time. The leave requested may be either full-time or part-time. If the leave is part-time, pro-rated allocation of work and salary will be made and recorded in a Memorandum of Understanding.

- 4.6.4 Early Return: An Administrator who is on childcare or adoption leave and desires to return early may submit a written request to the Superintendent for such consideration.
- 4.6.5 Salary Schedule Advancement: An Administrator must work a total of twenty-six weeks in a school year (July 1 – June 30) to be advanced on the salary schedule for next school year.
- 4.6.6 Return Status: An Administrator who is on leave will return to work in the same tenure area that he / she occupied at the time the leave began.

- 4.7 Personal Leave with Reduced Work Hours: If such a circumstance should arise, an Administrator in the Newfane Central School District may initiate via written request, at least thirty (30) days prior to the date on which the leave is to begin, and the Board of Education may grant said Administrator the opportunity to work reduced hours, and have reduced duties, according to a pro-rated salary reduction for a specified period of time. In the case of an emergency, or unplanned circumstances that are impossible to predict, the thirty (30) day notice would be waived. The decision of the Board of Education is final and not subject to appeal or grievance.

It is the position of the Newfane Administrative Council that such a request for reduced work hours would be subject to an individual Memorandum of Understanding with the District which would stipulate all of the duties, responsibilities, and working conditions of the employee requesting the leave, and the pro-rated rate of compensation.

ARTICLE V EMPLOYEE BENEFITS

5.1 Flexible Benefits Plan.

- 5.1.1 Health Insurance Options. The District shall offer two (2) health insurance plans; one dental plan and a flexible benefit plan to employees. Those employees electing not to participate in one of the two health insurance plans shall be eligible for a

waiver payment. The District will make available the following health insurance options to eligible employees.

5.1.1.1 The Orleans-Niagara BOCES Wholehealth Plan of Blue Cross & Blue Shield of Western New York, including the following:

- a) \$150 Single/\$300 Family Deductible for outpatient medical;
- b) Co-payment after deductible. The health insurance plan shall pay 80% of the next \$750 (single), \$1,500 (family) eligible outpatient expenses after the deductible is met.
- c) \$0.00 co-pay for Generic prescriptions, \$5.00 co-pay for brand name prescriptions, and \$5.00 co-pay for a ninety (90) day mail order supply of maintenance medications. (Prescription plans include contraceptives);
- d) \$50.00 co-pay for non-emergency use of a hospital emergency room; and
- e) Riders: Hospice, Managed Care, Rider 8 – Dependent to age 23, Rider 18 – Well Baby Care, Rider 35 – Outpatient Psychiatric

5.1.1.2 The Orleans-Niagara BOCES Choice Plan (Community Blue or Community Blue Advantage options) including the following:

- a) \$5.00/\$0.00 co-pay for Primary Care Physician office visits;
- b) \$10.00/\$15.00 co-pay for Specialist office visits;
- c) Inpatient hospital services fully covered;
- d) \$35.00 Emergency room co-pay (waived if admitted);
- e) Away from home care through BC/BS network of HMO's;
- f) \$3.00 co-pay for prescriptions; \$5.00 out of network (plan includes contraceptives)
- g) Mental Health Services
- h) Substance abuse treatment
- i) Dependent coverage to age 23
- j) Out-of-Network options
 - \$250 single/\$500 family deductible
 - 80%/20% coinsurance
 - \$2,000 single/\$4,000 family out-of-pocket maximum
 - Unlimited lifetime maximum.

5.1.1.3 Effective July 1, 2007 the above language shall be null and void, and the following provision shall apply:

Effective with the execution of this Agreement, all administrators covered under the provisions of this Agreement will be limited to the health insurance option provided in 5.1.1.5 (Choice Plan).

Health Insurance Funding: for full time unit members, the district will contribute 90% of the cost of the health insurance premiums (single, married with family, or married couple as the case may be) for the Orleans – Niagara School Health Consortium Point of Service plan (Traditional Blue POS 298). Full time unit members who opt to have the Orleans – Niagara School Health Consortium Traditional Indemnity Plan (BC/BS Comprehensive Plan Traditional Blue Plan 998) may do so by paying the premium difference between the Orleans – Niagara School Health Consortium Point of Service Plan (Traditional Blue POS 298) and the cost of the – Niagara School Health Consortium Traditional Indemnity Plan (BC/BS Comprehensive Plan Traditional Blue Plan 998). There shall be no increased cost to the District for persons opting to take the BC/BS Comprehensive Plan Traditional Blue Plan 998.

5.1.1.4 The Orleans-Niagara School Health Consortium Traditional indemnity Plan (BC/BS Comprehensive Plan Traditional Blue Plan 998) including the following:

- a) \$150 Single/\$300 Family Deductible for outpatient medical;
- b) Co-payment after deductible. The health insurance plan shall pay 80% of the next \$750 (single), \$1,500 (family) eligible outpatient expenses after the deductible is met.
- c) \$5.00 co-pay for Generic prescriptions, \$15.00 co-pay for brand name prescriptions (preferred prescriptions), \$20.00 co-pay name brand non-preferred prescriptions, and one co-pay for a ninety (90) day mail order supply of maintenance medications. (Prescription plans include contraceptives);
- d) \$50.00 co-pay for non-emergency use of a hospital emergency room; and
- e) Riders: Hospice, Managed Care, Rider 8 – Dependent to age 23, Rider 18 – Well Baby Care, Rider 35 – Outpatient Psychiatric

5.1.1.5 The Orleans-Niagara School Health Consortium Point of Service Plan (Traditional Blue POS 298) including the following:

- a) \$5.00/\$0.00 co-pay for Primary Care Physician office visits;
- f) \$10.00/\$15.00 co-pay for Specialist office visits;
- g) Inpatient hospital services fully covered;
- h) \$35.00 Emergency room co-pay (waived if admitted);
- i) Away from home care through BC/BS network of HMO's;
- j) \$5.00 co-pay for Generic prescriptions, \$10.00 co-pay for name brand prescription preferred prescriptions, \$25.00 co-pay for name brand non-preferred prescriptions, and one co-pay for a ninety (90) day mail order supply of maintenance medications. (Prescription plans include contraceptives)
- k) Mental Health Services
- l) Substance abuse treatment
- m) Dependent coverage to age 23

- n) Out-of-Network options
 - \$250 single/\$500 family deductible
 - 80%/20% coinsurance
 - \$2,000 single/\$4,000 family out-of-pocket maximum
 - Unlimited lifetime maximum.

For part-time administrators the District will contribute a pro-rated percentage of the health insurance coverage equal to the employee's level of employment (e.g. 4/5ths employment would yield a prorated contribution rate of .8 multiplied by the full 90% contribution rate, which equals 72%.)

The contribution rate will be set by the District on June 1st each year, based upon the premium cost projected for the next school fiscal year. In the event that there is an increase in premium cost during the school fiscal year, the District will pay the increased cost until the next annual rate date of July 1st.

5.1.2 Dental Coverage. The District shall offer the Blue Cross Hi-option Dental Program with riders A, B, C, D. Employees may opt to enroll in the dental program upon hire, or annually at open enrollment, at their own cost.

5.1.3 Flexible Spending Account. A flexible spending account is an account set up with pre-tax dollars in the employee's name that may be used to pay, on a calendar year basis, the following:

- 5.1.3.1 employer-sponsored medical premiums not paid by the employer;
- 5.1.3.2 unreimbursed medical expenses; and
- 5.1.3.3 dependent care expenses.

5.1.4. Flex Funding. If the employee submits required forms by December 15th annually, in January of each year the District will contribute the following amounts per calendar year toward each employee's Flexible Benefit Plan:

Single:	\$ 450
Married Couple:	\$ 750
Married Family:	\$ 850

In addition, employees may contribute pre-tax dollars to their flexible spending accounts for the same purposes.

5.2 Duplicate Health Insurance.

5.2.1 This agreement prohibits any enrollments in the District's health insurance plan if an employee or the employee's spouse or dependents are covered by any one of the following three:

5.2.1.1 Any of the following three HMO's (Community Blue, Independent Health, or Health Care Plan) which covers the employee, the employee's spouse, or the employee's dependents. NOTE: If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the District's plan. All other situations not covered by this language shall be considered on a case-by-case basis.

5.2.1.2 Where a husband and wife are both employed by this District, only one health plan for the family will be provided.

5.2.1.3 Where the employee or the employee's spouse elects health coverage with another employer, which provides equal or better benefits as compared to the District's plan.

5.2.2 Waiver Amounts. Employees eligible for a health insurance plan which is funded by the District and not receiving health insurance for one full fiscal year shall receive an annual gross amount of:

- \$2,100 for waiver of the family plan
- \$1000 for waiver of the couple plan
- \$1,000 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the District).

This provision shall sunset upon the expiration date of this Agreement at which time the District reserves the right to return the family figure not less than \$2,100 or such other amount as it deems practical.

5.2.3 In addition to the foregoing, the waiver form shall include the right to 1/12 of the applicable waiver sum for each full calendar month health insurance is waived.

5.2.4 Right of Re-entry to District Health Insurance Program. Every employee barred from enrollment in the District's group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or re-enter the District's plan if the disqualifying circumstances noted above are removed and the employee gives the District written notice of same. There shall be no waiting periods for such re-entry. The date of coverage shall be at the beginning of the month following the date of written notice to the District. The District reserves the right to verify such notice.

5.3 Health Insurance for Retired Employees. Administrators, hired by the District prior to September 1, 2006, who retire under the NYS Teacher Retirement System, shall have their single, couple, or family health insurance coverage funded per guidelines of section 5.1.1.3. for a fifteen-year period from the date of their retirement. In the event of an administrator's death, these benefits would transfer to the surviving spouse.

5.4 Severance Pay.

- 5.4.1 Administrators who sever their employment with the District for the purposes of retirement under the New York State Retirement System may convert all unused sick leave (total accumulated days) into severance pay. The formula for making said conversion shall be:

$$\text{Severance Pay} = \frac{(\text{Sick Leave} - 100 \text{ Days}) \times \text{Annual Salary}}{480}$$

Administrators, who avail themselves of this severance package, shall have the amount capped at \$20,000.

Any amount over \$20,000 shall be set aside to purchase additional health insurance as provided for in 5.3 above.

Upon retirement, the amount shall be calculated and agreed upon. The Administrator shall execute a "5.4 Severance Pay Document" which shall acknowledge receipt of up to \$20,000 in severance pay and the amount of money to be made available for additional health insurance, if any, after exhaustion of the benefit provided in Section 5.3.

At the end of the fifteen-year period of insurance provided for in Section 5.3, the Administrator may present the "5.4 Severance Pay Document" to the District to be applied for continuation of insurance into a sixteenth year. Coverage shall be provided only up to the calculated amount noted in the "5.4 Severance Pay Document."

(See 5.4 Severance Document attached)

- 5.5 Benefit Limitations. The benefits contained in sections 5.3 and 5.4 above shall be denied to any member of the bargaining unit who is dismissed for cause pursuant to a hearing conducted in accordance with section 3020a of Education Law.
- 5.6 Retirement System Loans. The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the Retirement System and forward such credit to the Retirement System in accordance with existing policy.
- 5.7 Membership Fees. The District will pay membership fees for SAANYS and one National Council for each full-time administrator.

The District will also attempt to provide a budget allotment for each administrator for attendance at professional conferences as approved by the Superintendent.

5.8 Life Insurance.

Each administrator will be covered by a term life insurance policy in the amount of \$250,000 paid for by the District.

Said insurance shall be paid for by the District during the period of the employee's employment with the District.

Should an administrator terminate from employment with the District, he/she may keep the term life insurance coverage in effect by making appropriate full premium payments to the insurance company, to cover the annual cost of the insurance.

5.9 Physical. Administrators shall be entitled to a comprehensive executive type physical every three (3) years beginning in their fourth year of service to the District. The maximum District payment shall be \$500 per physical. Personal leave days may be used for the purpose of this physical.

5.10 Graduate Studies. The District will reimburse an administrator for up to six (6) graduate credits per school year (July 1 – June 30) at a rate equal to the cost of a graduate credit hour at SUNY Buffalo for the year in which the course was undertaken, provided the course is from an accredited college or university and directly related to the study of education and/or administration, provided that the administrator is able to submit a grade report indicating satisfactory completion of the course.

ARTICLE VI DISPUTE RESOLUTION PROCEDURE

6.1 A grievance is a complaint regarding an alleged violation, misinterpretation, or inequitable application of any of the provisions of this agreement.

6.2 A grievance shall be presented at STEP 1 within fifteen (15) calendar days after the aggrieved party knew or should have known of the act upon which the alleged grievance is based.

6.3 Any administrator having a grievance may discuss it with the Superintendent directly or through a representative of the Council, with the view of setting the grievance informally, prior to STEP 1.

6.4 STEP 1 – If the grievance is not resolved informally within the fifteen (15) day period specified above, it shall be reduced to writing and submitted to the Superintendent who shall render a written decision within seven (7) calendar days.

6.5 STEP 2 – If the grievance is not resolved within seven (7) calendar days after the Superintendent has rendered a written decision, or the due date of such decision if none is provided, it shall be submitted to the Board for resolution at its next regular meeting if requested by the aggrieved party or the Council.

- 6.6 STEP 3 - If the grievance is not resolved by the Board at its next regular meeting or within fourteen (14) calendar days thereafter, the Council may, within twenty-eight (28) calendar days after the Board meeting, submit the grievance to binding arbitration.
- 6.6.1 The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Council by either party. The parties shall be bound by the rules and procedures of the American Arbitration Council in both the selection of the arbitrator and the arbitration.
- 6.6.2 The arbitrator shall have authority only to interpret, apply, or determine compliance with the provisions of this agreement. The arbitrator shall have no authority to add to, detract from, or amend in any way the provisions of this agreement.
- 6.6.3 The decision of the arbitrator shall be advisory only.
- 6.6.4 The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Council.

SCHEDULE A

ADMINISTRATOR	Position	2005-06	ADJUST	2006-07	2007-08	2008-09	2009-10
		current		3.25%	3.25%	3.25%	3.25%
ADAMS, THOMAS	M.S. – AP	68,401		70,624	72,919	75,289	77,736
BOWER, JENNIFER	Dir. SPED	84,000		84,000	86,730	89,549	92,459
BURLEY, STEVEN	H.S. – Prin.	86,717	1500	91,084	94,044	97,100	100,256
			88,217				
LEIBRING, PAMELA	M.S. – AP	68,401		70,624	72,919	75,289	77,736
NAGLE, KATHY	ELEM – Prin.	86,716		89,534	92,444	95,448	98,550
STANFIELD, AMY	NECC – Prin.	77,587	1,500	81,657	84,311	87,051	89,880
			79,087				
	+ Dir. CIA	5,000		5,000	5,000	5,000	5,000
	+ Grants	5,175		5,175	5,175	5,175	5,175
	=TOTAL	87,762		91,832	94,486	97,226	100,055
YOUNG, PETER	H.S. - AP	70,795		73,096	75,472	77,925	80,458

"5.4 SEVERANCE PAY DOCUMENT"

The Newfane Central School District in accordance with section 5.4 of the Negotiated Agreement between the Superintendent of Schools and the Newfane Administrative Council will pay for health insurance in an amount in excess of \$20,000 provided for in 5.4.1 of the Agreement.

The agreed upon figures for this calculation are as follows:

Sick leave days credited:	_____	(a)
Minus 100 days:	-100	
	_____	(b)
Annual Salary of:	_____	(c) =
Divided by:	480	_____ (d)
Severance Pay Amount:	\$20,000	(e)
Amount Available to Purchase Health Ins	\$ _____	(f)

The amount found in figure "F" shall be set aside and made available in year sixteen to purchase continued health insurance coverage as provided for in Section 5.3.

I, _____, a Newfane Administrator, retiring under provision of the New York State Retirement System, hereby acknowledge that I have received severance pay in the amount of \$20,000. I further acknowledge and agree that the amount available to me, beyond \$20,000, for the purchase of additional health insurance is \$ _____.

I acknowledge that it is my sole responsibility to notify the Superintendent of Schools in writing, by certified letter, return receipt, a minimum of six (6) months prior to the expiration of my health insurance coverage under 5.3 to apply for continuation of benefits into a sixteenth year using the funds noted above that have been set aside for me. It is further acknowledged that the funds will be used to purchase health insurance at the then current cost of insurance. The District shall pay no additional funds or have any additional obligation.

My failure to notify the Superintendent within the time frame aforementioned will result in the total loss of benefit with no obligation on the part of the School District whatsoever.

Date

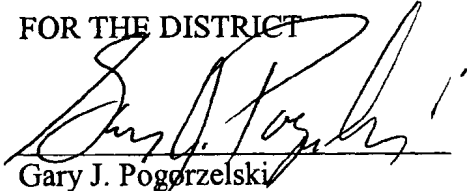
Signed

Date

Acknowledged by _____
Superintendent of Schools

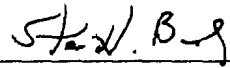
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 17th day of APRIL 2007.

FOR THE DISTRICT



Gary J. Pogorzelski
Superintendent of Schools

FOR THE COUNCIL



Steven H. Burley, President
Newfane Administrative Council