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Contract Database Metadata Elements

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Union: **North Syracuse Academic Directors Association**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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CONTRACTUAL AGREEMENT OFFICE OF THE CHAIR

BETWEEN

**NORTH SYRACUSE ACADEMIC DIRECTORS'
ASSOCIATION**

AND

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 14 2009

ADMINISTRATION

JULY 1, 2008 - JUNE 30, 2011

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4. New Board policies shall not conflict with any provisions of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility. Should any such conflicting policy be necessary, then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically be subject matter refers to an all other Paragraphs of this Agreement not affected shall continue in full force and effect.

MANAGEMENT

5. Except as expressly provided otherwise in this Agreement, nothing herein shall be deemed to limit the District in the exercise of the regular and customary functions of management including (but not excluding others) the sole right to employ, supervise, direct and transfer unit members; suspend, or discharge for cause; to establish equipment from any sources available; and to conduct its business in accordance with law and the provisions of this Agreement.

BARGAINING UNIT

6. The Unit includes twelve-month academic and related area administrators serving as Instructional Directors, or Instructional Assistant Directors for the following areas:

- | | |
|-----------------------------------|-------------------------------|
| (a) Alternative/Suspension School | (o) Instructional Technology |
| (b) Interscholastic Athletics | (p) Language Arts/Reading |
| (c) Compensatory Programs | (q) Library/Media |
| (d) Computer Education | (r) Mathematics |
| (e) Co-curricular | (s) Occupational Education |
| (f) English | (t) Physical Education |
| (g) Evaluation/AIS and Testing | (u) Research |
| (h) Federal Projects | (v) Safety Education |
| (i) Fine Arts (Art and Music) | (w) Science |
| (j) Foreign Language | (x) Social Studies |
| (k) Gifted Education | (y) Special Education |
| (l) Guidance | (z) Special Projects |
| (m) Health Education | (aa) Professional Development |
| (n) Health and Social Service | (bb) Technology |

Any position created and/or reinstated during the course of this Agreement and within the community of interest to the Association will be included in this Agreement as an addendum.

- (e) The provisions of Medicare apply to active or retired unit members 65 years of age and to any enrolled dependents 65 years of age.
- (f) Qualified unit members may elect to receive the following annual stipend as part of their regular salary, (stipend added to regular pay for 20 pay periods), for declining enrollment in the District's Health Insurance Benefit Program.

Declination of Single Coverage:	\$400.00
Declination of Family/Double Coverage:	\$800.00

If a unit member who has selected this option has a change in family status and/or existing insurance, he/she may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.

9. Dental Insurance

The District shall pay 90% of the family and 95% of the individual dental insurance premiums per year for each unit member who chooses to participate.

TIME OFF FOR LEGAL PROCEEDINGS

- 10. Unit members shall be granted days of absence with pay for appearances in any legal proceedings connected to their employment by or association with the District. Days of absence with pay shall also be granted for jury duty and for days of attendance required to satisfy subpoenas as non-party witnesses to court proceedings. It is agreed that any compensation received for such services in excess of expenses shall be paid to the District.

UNIT MEMBERS APPOINTMENTS

- 11. Unit members currently on tenure, as said term is understood in the Education Law of the State of New York, will retain all rights and privileges under said laws. The unit members not currently on tenure shall be afforded the same rights and privileges of probationary staff as said term is understood in the Education Law.
- 12. The procedure to be followed when the services of a unit member are to be discontinued is as follows:
 - (a) The Board of Education shall review all recommendations to terminate the services of a unit member.

REPRISALS PROHIBITED

14. There will be no reprisals taken against any unit member by reason of his/her membership in the Association or his/her participation in any of its professional activities.

SAVING CLAUSE

15. If any provision of this Agreement shall be found contrary to or in violation of existing laws, then such provision shall not be deemed valid and subsisting, but all other provisions will continue in full force and effect.

LIABILITY PROTECTION

16. Unit members shall be saved harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, or judgment and shall be provided with reasonable attorney's fees for the defense of any prosecution arising out of any act or omission to act by such unit member within or without the school buildings; provided that such unit member, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment under the direction of the District.
17. The unit member shall provide adequate insurance coverage in case of injury to a person being transported by a member of the Association in the course of his/her employment. It is understood that primary liability coverage is borne by the employee's insurance carrier with excess insurance coverage provided by the District.

SICK/FAMILY LEAVE

18.
 - a. Unit members shall be granted 1.5 days of paid leave for each month of service for illness, injury or in the event of a family death or serious illness requiring bedside care of any member of the unit member's immediate family.
 - b. These days shall accrue at a maximum rate of 18 days/year of service. These days shall accumulate to a maximum of three hundred (300) days.
 - c. Only Unit members who have accumulated the maximum of 300 sick/family illness days will receive an additional eighteen (18) non-accumulative days for use only in the school year in which they are granted. Use of personal and family sick days in such a school year and exceeding 18 will then be taken from the 300 maximum accumulated total as needed.
 - d. Bargaining unit members new to the unit shall, upon hiring, also be granted an additional 12 days to be used for personal illness and/or family death or illness. The purpose of this is to provide the new unit member a total of thirty (30) days which is the minimum required for access to the sick leave bank (Article 22).

- b. If the temporary disability extends one continuous year, the bargaining unit member may elect:
 - 1. to receive an amount determined by the Workers' Compensation Board for the remaining period of disability or
 - 2. the employee may elect by written notice to the district to utilize his/her accrued illness/bereavement days for this extended period of temporary disability. In this case, the award determined by Workers' compensation will be returned to the district and credited to the employee's illness/ bereavement days on a per hourly basis.
- c. If all accrued illness/bereavement days are exhausted, the bargaining unit member will be entitled to only the amount determined by the Workers' Compensation Board.

PARENTAL LEAVE

- 25. Child-Rearing - Child rearing leave may be applied for and shall be granted for the purpose of child rearing, after the birth or adoption of a child.
 - a. The unit member must apply to the Director of Human Resources for the leave within six (6) weeks after the birth or adoption of the child.
 - b. The leave shall be granted for any portion of the remainder of the twelve (12) month school year in which the child is born or adopted, and the following school year. A one (1) year extended leave may be granted upon written application.
 - c. There shall be no illness/bereavement leave compensation during the child rearing period.
 - d. The unit member is entitled to all insurance benefits available through this contract providing that they pay one hundred percent (100%) of the district cost. Such payment will be made in full within sixty (60) days of the initiation of said leave. For leaves extending beyond one (1) year, such payment must be made in full within sixty (60) days of the renewal of said leave.

LEAVES FOR PROFESSIONAL ASSOCIATION OFFICERS

- 26. Unit members may, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in local, state or national association activities. All requests and grants of extensions or renewals of leaves will be in writing.

RESUMPTION OF BENEFITS AFTER LEAVE

30. All benefits to which a unit member was entitled at the time of receiving a leave of absence, including unused accumulated sick leave, family leave, and credits toward sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position or a similar position of like nature or status which he/she held at the time said leave commenced. The unit member will be compensated based on the last unit member salary paid and any negotiated increase for the forthcoming fiscal year service.

SABBATICAL LEAVE

31. Sabbatical leaves for a program of travel, study, or other purposes of value to the school system may be granted to unit members who have served at least seven (7) years in the District (at least three (3) of which must have been as a unit member), or who has been granted prior administrative tenure by the District. No unit member shall be granted a sabbatical leave more often than once in any seven year period.

Such sabbatical leave is intended to afford professional employees an opportunity to improve their ability to render educational service and may be accomplished by:

- (a) Formal Study - a program of study in residence in an institution of higher learning.
- (b) Independent Study - a program of research and/or writing which promises professional values equivalent to that derived from formal study.
- (c) Planned Educational Travel - a travel which can enable the unit member to grow professionally by exposure to and study of different peoples, cultures, environments and experiences.

The District may grant such leaves provided that the granting of the sabbatical leaves will not professionally disadvantage the District. Leaves will not be granted to more than one unit member in the District in any given year.

Formal applications will be submitted to the Superintendent, in writing, by May 1 for the Fall semester, by November 1 for the Spring semester and by January 31 for the following full academic year. Each application for sabbatical leave must state the purpose for which the leave is being requested, and the applicant shall agree to submit such progress reports as may be requested by the Superintendent of Schools. The applicant will be informed of the action taken within thirty (30) days following complete processing by the Board of Education.

SCHOOL CLOSING DUE TO WEATHER

33. Bargaining unit members shall report to work on the days schools are closed due to inclement weather and similar circumstances, except in cases when the Superintendent or his/her designee declares it unsafe for all staff to report to work.

VACATIONS

34. a. Effective July 1, 2008, unit members earn paid vacations at a rate of 1.75 days per month, for a total of 21 vacation days in 2008-2009.

Effective July 1, 2009, unit members earn paid vacations at a rate of 1.83 days per month, for a total of 22 vacation days in 2009-2010 and subsequent fiscal years.

They may use vacation in the fiscal year in which it is earned. At the time of separation from the district, if a unit member has used more vacation than he/she has earned, the unit member will repay the district the difference between the amount actually used and the amount actually earned upon separation from the district.

- b. For the first ten (10) fiscal years of unit membership only, bargaining unit members may elect to convert any unused vacation time beyond 20-days to sick/family time. The unit member must request in writing to the Director of Human Resources that any unused vacation days in excess of twenty (20) be converted to sick/family days.
- c. On June 30 of the unit member's tenth year and each consecutive year thereafter accrued vacation days in excess of twenty (20) will be removed from the unit member's credit.
- d. The District will provide an enhanced benefit for Unit Members eligible for retirement in their last year of employment. Unit members will be eligible to trade up to five (5) vacation days for full per diem pay in their last year, provided the Unit Members notified the District, in writing, six (6) months prior to the effective date of the retirement and provided this is consistent with regulations of the Teacher's Retirement System.
- e. It is agreed that, subject to any existing conditions in the parties' collective bargaining agreement, an employee is entitled to be paid any accrued, unused vacation time upon the employee's separation from employment with the District.

PARTICIPATORY MANAGEMENT

39. Since unit members have significant districtwide responsibilities for the supervision and coordination of their respective program areas as assigned by the district, the importance of unit members' involvement in all district matters concerning these program areas is herein recognized, affirmed and defined. Unit member involvement includes but is not limited to decisions and recommendations made by the workings of any participatory management system established by the district in such areas as the development of board policies and regulations, program goals, building level decisions on program, curriculum development, staff development, models of observation and evaluation, and programmatic budgets. The appropriate level of involvement is to be determined by the Superintendent with the assistance of a designee from the North Syracuse Academic Directors' Association.

It is affirmed that certain matters are to be withheld from any participatory management system and so being withheld are the right of unit members under administrative procedures as established by the district. These matters include but are not limited to final recommendations for appointment of instructional staff, final recommendations for the disciplining of instructional staff, content of all observation and evaluation instruments, content of commentary documents on instructional staff, and staff assignments.

Nothing in this section shall limit the rights and responsibilities of the Superintendent, his/her administrative staff or building administrators.

REPORT OF SPECIAL ACHIEVEMENTS

40. Administrators are encouraged to place in the unit member's file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic or professional nature.

GRIEVANCE

41. Declaration of Policy

The purpose of this procedure is to promote and maintain harmonious and cooperative relationships between unit members, Central Administration, and members of the Board of Education by providing for a prompt and orderly settlement of differences through procedures under which unit members may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

49. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party to his/her representative, and present to the Assistant Superintendent for Instruction within ten (10) regular work days following the occurrence giving rise to the grievance. Within five (5) work days after receipt of the written grievance, the Assistant Superintendent for Instruction shall meet with the Unit President and shall, within five (5) work days after the meeting, provide a written answer to the Unit President.

50. Step 3

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee within three (3) work days after receipt of the Step 2 answer. Within seven (7) days of the receipt of the grievance, the Superintendent or designee shall meet with the aggrieved, the Unit President and/or representative. A written answer shall be provided by the Superintendent or designee within ten (10) work days of the Step 3 meeting.

51. Step 4

- (a) If the grievance is not resolved in Step 3, the Unit President, with the approval of the Association, may, within thirty (30) days from the receipt of the Step 3 answer, submit the grievance to arbitration.
- (b) The American Arbitration Association shall be the agency used for all Agreement interpretation disputes. The rules and regulations of the AAA shall apply. The arbitrator shall only have jurisdiction and authority to apply the Paragraphs of this Agreement and shall not have the power to add to, subcontract from, or modify any Paragraph of this Agreement. Regardless of how the arbitrator finds the facts, he/she shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his/her decision, in writing, within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.
- (c) The fees and expenses of the arbitrator shall be shared equally by the district and the association or the district and the aggrieved unit member. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration. The association retains the right to determine its share of any grievance expense based upon a majority vote of all unit members. Should this association vote not to financially support a grievance, the individual aggrieved unit member will bear the cost of the grievance with the district.
- (d) Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

(b) 403B Contributions

The District and the Association agree that the Retirement Incentive Payment specified in Article 54 of the Agreement will become a non-elective employer contribution to a 403(B) plan of the unit member's choosing. The contribution will be in accordance to the IRS codes, rules and regulations. The contribution will be available to all unit members eligible as specified in Article 54. The contribution will be remitted within thirty (30) days of the unit members' retirement date.

The District will pay any excess over the IRS limits as compensation to the unit member within 30 days of the unit member's retirement date.

Employer contributions for Tier I members with membership dates prior to June 17, 1971, will be reported to the NYSTRS as non-regular compensation. Compensation exceeding the e-403(b) limits will be reported as non-regular compensation to NYSTRS.

Unit members will be provided the opportunity to make changes to their current 403(b) plans and/or designate a new carrier for the employer contribution. In the event that a member does not choose any 403(b) carrier, the District and the Association will mutually designate a "default carrier."

EVALUATION PLAN

55. The unit members and the District agree that the basis for the establishment of a comprehensive evaluation instrument shall be administrative categories and criteria as listed in paragraph 56 (see Appendix C). Evaluations will be conducted no later than June 30 of each contract year.

ADMINISTRATIVE CATEGORIES AND CRITERIA

56. I. INSTRUCTIONAL LEADERSHIP
- 1) Communicates a clear vision to staff, sets standards for instructional effectiveness, and inspires staff to achieve excellence.
 - 2) Is a visible leader and maintains frequent contact with students and staff, parents and community.
 - 3) Works effectively with building administrators in facilitating a climate that encourages and assists staff in developing effective teaching methods.

IV. MANAGEMENT SKILLS

- 1) Effectively implements, monitors and supports district policies and procedures to assure a safe and productive environment conducive to learning.
- 2) Demonstrates the ability to promote professionalism among staff through modeling and staff development opportunities.
- 3) Effectively manages budgets, the acquisition of materials, schedules, and all required reports and inventories.
- 4) Implements and maintains effective communication with staff, parents, students, and the community.
- 5) Facilitates effective and on-going co-curricular activities which directly support district goals and objectives.

V. JOB SPECIFIC GOALS

No later than September 1, of each year of this contract, the evaluator and the evaluatee shall meet to establish the specific criteria for this section of their evaluation. Unit members new to the district will meet to establish specific criteria for this section of their evaluation no later than forty-five (45) days after their start of employment (see Appendix B).

ADMINISTRATIVE INTERVENTION PLAN

57. When the evaluator identifies inadequacies in a unit member's instructional leadership, supervision, evaluation, management abilities, or job specific goals, performance deficiencies will be shared and discussed with that unit member.

Once that discussion has taken place, the following steps must occur:

- a. The evaluator will cite, in writing, the weakness(es) identified, and review any intervention procedure(s) to date, allowing the unit member to participate in an exchange of information or request clarification where necessary.
- b. A three-member support team will be established to provide the unit member with help to overcome the stated weakness(es). The support team shall consist of a designee appointed by the evaluator, a central office administrator assigned by the Superintendent and one individual selected by the unit member. The evaluator may not be on the support team. The district shall supply a reasonable level of resources should outside district personnel be members of the team.

DURATION

58. a. The provisions of this Agreement shall be effective July 1, 2008, and shall remain in full force and effect until midnight June 30, 2011.
- b. In the case of any potential change in a term or condition of this contract, the district agrees to negotiate such a change with the Academic Directors' Association.

MILEAGE

59. Effective, July 1, 2005, unit members will have the option of an annual mileage stipend of \$825.00 for all mileage incurred in Onondaga County. Unit members can choose to receive this in a separate check the first pay period in July, or as a deposit into an existing TSA account in the first paycheck of the school year in which deductions are taken. In subsequent years, unit members must notify the District by June 1st of their intent to take the mileage stipend the following school year. Effective each July 1st, the mileage stipend will be adjusted in accordance with the percentage of change of the IRS mileage reimbursement rate in effect at that time. Unit members hired after July 1st will have the option of receiving a prorated mileage stipend, based on 1/12 of the amount for each month they work in that contract year.

Unit members who do not choose the annual mileage stipend shall be reimbursed for necessary travel on school business in their personal automobiles at the prevailing IRS rate. In order to qualify for this travel reimbursement, they must submit a copy of their travel log, which will give the dates, destinations, and miles traveled; and a properly signed claim form must be attached. Unit member may choose to receive mileage reimbursement as a check or as a deposit into an existing TSA account. Deposits into TSA accounts can only occur during payroll periods in which deductions are taken.

COMMITTEES

60. The unit members' bargaining unit shall, upon notification of the Director of Human Resources, provide a representative to any committee charged with the screening, recommendation, and selection of District Administrators. This representative must be mutually agreeable to the bargaining unit and the Director of Human Resources.

APPENDIX A

1. SALARIES AND STIPENDS

- (a) Salaries for unit members will be determined as follows:

2008-2009; 4% increase over his/her 2007-2008 base salary
(for all bargaining unit members employed as of June 30, 2008, and
retroactive back to July 1, 2008)

2009-2010; 4.1% increase over his/her 2008-2009 base salary

2010-2011; 4.25% increase over his/her 2009-2010 base salary

- (b) Bargaining unit members who receive tenure during the duration of this contract will receive in addition to the raises above a tenure stipend of \$725.
- (c) Tenure stipends will become a part of the unit member's base salary for calculating salaries for the next school year.
- (d) The District will pay only one tenure stipend of \$725 to any unit member.
- (e) \$1,000 longevity stipend will be applied to the base salary after completion of 10 years of service to the District, with at least the last five years as a bargaining unit member.
- (f) Degree stipend for a doctorate degree shall be paid at the equivalent of highest rate in the Principals' or Teachers' Agreement.

2. HIRING SALARY RANGES

- (a) Hiring salary ranges for newly hired Unit Members to this unit are as follows:

Assistant Directors	\$76,860 - \$97,358	2008-2009
	\$79,166 - \$100,279	2009-2010
	\$81,541 - \$103,287	2010-2011
Directors	\$88,687 - \$126,605	2008-2009
	\$91,348 - \$130,403	2009-2010
	\$94,088 - \$134,315	2010-2011

- (b) Unit Members hired prior to July 1, 2002 are exempt from the cap on the above salary ranges.

APPENDIX C

North Syracuse Central School District
Administration
Year End Summary (YES) Form

Name _____ Title _____

Building _____ Evaluator _____ Date _____

Administrative Skills: Instructional Leadership, Supervision and Evaluation, Curriculum Development
and Implementation and Management

Annual Goals: Acknowledgement, feedback, and evaluation

Date

Evaluator's Signature

Administrator's Signature

(Administrator's signature indicates only that this evaluation has been discussed with the evaluator. The administrator has the right to attach his/her own statement within (10) workdays of the affixed date regarding this observation.)

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N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
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BUFFALO OFFICE

AGREEMENT

between the

TONAWANDA CITY SCHOOL DISTRICT

and the

**TONAWANDA ADMINISTRATIVE
SUPERVISORY GROUP**

July 1, 2007 - June 30, 2012

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ARTICLE 1

AGREEMENT-RECOGNITION

- 1.01 This AGREEMENT is made and entered into by and between the TONAWANDA CITY SCHOOL DISTRICT, CITY OF TONAWANDA, (herein called the "District"), and the TONAWANDA ADMINISTRATIVE SUPERVISORY GROUP, (herein called "TASG"), effective July 1, 2007.
- 1.02 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 1.03 The District recognizes the TASG as the exclusive negotiating agent for Principals, Assistant Principals, and Director of Health, Athletics, and Physical Education.
- 1.04 THE ASSOCIATION, ON BEHALF OF ITSELF AND THE MEMBERS OF THE NEGOTIATION UNIT, AGREES THAT IT DOES NOT ASSERT THE RIGHT TO STRIKE, TO ASSIST OR PARTICIPATE IN ANY STRIKE OR IMPOSE AN OBLIGATION TO CONDUCT, ASSERT OR PARTICIPATE IN ANY STRIKE AGAINST THE DISTRICT.

ARTICLE 2

NEGOTIATIONS

- 2.01 Negotiations will be conducted by duly appointed and authorized representatives of the District and TASG respectively.
- 2.02 Negotiations may be initiated by either the District or TASG by filing a written request with the President of the TASG, or the Superintendent, after January 1 in any year this Agreement expires, except for those sections of the contract that specifically call for re-openers before the expiration date. The negotiators for each party will schedule sessions within thirty (30) days after the filing of the written request, and thereafter according to a timetable set by mutual agreement. Negotiating meetings will be held at a mutually agreed upon time and location.
- 2.03 A copy of any public record which would be made available to residents of the District upon request and which are relevant and material to mandatory negotiable subjects will be made available to TASG upon request at no expense to the District.

- 2.04 Sincere efforts will be made to reach agreement on any matter with a fiscal implication no later than May 1.
- 2.05 Neither TASG nor the District will be required by the other to re-negotiate any provision of this Agreement during the term thereof except following appropriate written notice to be filed after January 1, in any year in which this Agreement expires, except for those sections of this contract that specifically call for re-openers before the expiration date.
- 2.06 Negotiations will not be re-opened on any matter not contained herein during the term hereof, except in accordance with section 2.05.
- 2.07 Twenty-five (25) copies of this Agreement shall be reproduced at the expense of the District and made available to the Association as soon as practicable for distribution.

ARTICLE 3

GRIEVANCES - ARBITRATION

3.01 DECLARATION OF PURPOSE

It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, and to assure equitable and proper treatment of employees pursuant to the terms of this grievance procedure.

3.02 GRIEVANCE DEFINITION

- a. "Employee" shall mean any member of the bargaining unit.
- b. "Immediate Supervisor" shall mean the administrator to whom the employee is directly responsible.
- c. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of this Agreement.
- d. A "Board of Review" will be composed of one (1) member from the administrative staff not directly involved with the grievance and who is not a member of the bargaining unit, assigned by the Superintendent; the TASG President, or his designee; and a third member appointed within five (5) days from among the staff members of the Buffalo office of the Public Employment Relations Board who will serve as chairman.
- e. "Aggrieved Party" shall mean a person or persons in the bargaining unit filing a grievance.
- f. "Days" shall mean consecutive calendar days, excluding Saturdays and Sundays.

3.03 BASIC STANDARDS AND PRINCIPLES

- a. The resolution of a grievance at the lowest procedural level will be encouraged.
- b. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- c. An aggrieved party, having filed a grievance, shall have the right to be represented at any step of this grievance procedure by a representative of his own choice and/or a duly authorized representative of the Association. 3.02 (excluding dismissals) may be processed by the aggrieved party under the terms of this Article through Step 2.
- d. Written statements and records pertaining to a grievance case shall be made available during normal office hours upon prior written request, without undue delay, to each party to a grievance.
- e. Confidential information exchanged during grievance meetings will be treated accordingly.
- f. It shall be the Superintendent's responsibility to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider each grievance presented to him, and made a determination, within the authority delegated to him, within the time specified in these procedures.
- g. A grievance which is subject to binding arbitration will be processed in accordance with these procedures.

3.04 THE GRIEVANCE PROCEDURE

INFORMAL STEP - Within no more than thirty (30) days of the complained of event or action, the aggrieved party will orally present a grievance to his immediate supervisor for informal discussion and recommendations. If such grievance is not satisfactorily resolved at this step, the aggrieved party may then proceed to Step 1.

STEP 1 IMMEDIATE SUPERVISOR

The aggrieved party shall prepare a written statement of the grievance and present it to his immediate supervisor, the Superintendent, and the President of TASG, or in his absence, his designee. The immediate supervisor shall furnish his written determination to the aggrieved party within three (3) days after he received the written grievance. If such grievance is not satisfactorily resolved, the aggrieved party may proceed to Step 2.

STEP 2 SUPERINTENDENT

The aggrieved party will submit to the Superintendent not later than five (5) days after the Step 1 determination is issued, a written request for review of the grievance accompanied by all pertinent and additional factual data and specifications of the nature of the grievance. The Superintendent, or his designee, will conduct whatever additional inquiry is necessary and will convene a grievance conference with the persons directly involved and their representatives, within eight (8) days after receipt of the aggrieved party's written request for review and supporting information. Within ten (10) days after the conclusion of the presentations and discussions, the Superintendent, or his designee, will issue his written determination to the aggrieved party.

STEP 3 BOARD OF EDUCATION

If the grievance is not satisfactorily resolved at Step 2, the aggrieved party shall give written notice thereof to the Superintendent, President of the Board of Education, and the TASG President not later than five (5) days after the Step 2 determination was received; otherwise, the grievance will be considered closed.

Not later than twenty-two (22) days thereafter the Board of Education shall issue its determination.

STEP 4 ARBITRATION

- a. If a grievance is not satisfactorily resolved within fifteen (15) days after receipt of the Board of Education determination, TASG, upon written request of the aggrieved party, or the District, may invoke binding arbitration by filing with the other written notice of such intent not later than ten (10) days after the end of the above fifteen (15) day period. Not later than five (5) days thereafter, the party invoking arbitration shall request a panel of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of AAA in the selection of the arbitrator.
- b. The arbitrator will hear the matter promptly and render a written decision setting forth his findings, conclusions and award concerning the issue submitted to arbitration. The decision will be final and binding on the District, TASG, and all parties in interest.
- c. Arbitrators shall have no power or authority to render an award which is explicitly or impliedly contrary to, inconsistent with or which adds to, detracts from or modifies any express term of this Agreement.

- d. The costs of arbitrator's services, including his per diem expenses and his actual and necessary travel subsistence expenses will be shared equally by the District and TASG.

3.05 DISCHARGE OF TENURED PERSONNEL COVERED BY THIS AGREEMENT

If such a person is to be discharged from employment in which the person has been granted tenure by the Board of Education, the person may make a binding, irrevocable election to have the matter processed through binding arbitration in accordance with the terms of the Agreement, as follows:

- a. Within not more than five (5) working days of receipt of the statement of charges referred to in Education Law Section 3020-a, the person shall notify the Clerk of the Board that he does not desire a hearing on the charges pursuant to Section 3020-a, but does desire to invoke binding arbitration under the terms of this Agreement. Said notice shall be written and signed by the employee. A copy must be furnished immediately by the person to the Superintendent and the TASG President. Whenever these conditions are not complied with the person's claim shall be deemed to be waived and absolutely barred from further processing under the terms of this Agreement.
- b. As a further condition precedent to enjoyment of the benefit of binding arbitration under this Agreement, the persons shall stipulate, in writing, with the TASG and the District, that he agrees to be bound by the arbitrator's award; agrees that the award may be confirmed by the New York Supreme Court of the Eighth Judicial District; and agrees to forego and irrevocably waive any rights he has or may have to a hearing or determination by any judicial or administrative tribunal except as is permitted by CPLR Sec. 7511.
- c. The foresaid persons shall not be discharged except for any of the following causes:
 - 1. Insubordination, immoral character or conduct unbecoming a teacher;
 - 2. Inefficiency, incompetency, physical or mental disability or neglect of duty.

The arbitrator shall determine whether the facts established at the hearing constitute just cause for discharge. Failure to maintain certification as required by the Education Law and the regulations of the Commissioner of Education shall constitute just cause for discharge.

ARTICLE 4

SICK LEAVE ALLOWANCE

- 4.01 Each regular full-time employee covered by this Agreement will be credited with an annual paid sick leave allowance on July 1 of each school year, if the employee completes his/her first day's assigned duties. Otherwise, the annual allowance will be credited to the employee on the first day worked each year.
- 4.02 The amount of the annual sick leave allowance will be earned at the rate of one and one-half (1-1/2) days per month of employment each year; e.g. eighteen (18) days for twelve (12) months. Employees hired after July 1 will be credited with the number of full months remaining that school year. Members leaving the employ of the District during the school year shall have sick days pro-rated accordingly and shall be required to pay back, a sum equal to the daily rate times the number of sick days used but not earned.
- 4.03 In addition to this annual sick leave allowance, at the beginning of each school year, each regular full-time employee will be credited with his unused accumulated sick leave. Sick leave shall accumulate up to a maximum of 300 days for twelve-month employees. Accumulated sick leave shall not be considered as terminal pay at the time of retirement or resignation. Annually on or before the first pay day in October, each bargaining unit employee shall receive a written summary of his accumulated leave benefits.
- 4.04 Sick Leave Bank
- a. Eligibility - Regularly scheduled, full-time employees will be eligible to participate in the bank if, on July 1 of the school year, they have:
1. Twenty-five (25) or more days of accumulated sick leave, or
 2. Having less than twenty-five (25) days of accumulated leave but, having three (3) or more years of service in the District, they can establish that the failure to accumulate twenty-five (25) days was the result of a disabling injury or illness in a continuous absence under the care of a physician.
 3. During his/her service with the District, an administrator shall have only one (1) opportunity to become a member of the Sick Bank. Such administrator shall be eligible to become such member within a period of sixty (60) days from the date of eligibility.
- b. Administration - The Bank will be administered by the Superintendent or his appointee under the following regulations:

1. A participant must exhaust all personal sick leave days before using the Sick Leave Bank.
2. Each participating employee will contribute one day of accumulated personal sick leave on an irrevocable basis in July of each year unless the total days in the Bank is four hundred (400) or more on July 1, in which case current members may remain in the Bank without contribution and new members may join by contributing a day of accumulated personal sick leave.
3. For a person who has exhausted his sick leave, use of leave days in the Bank shall be permitted, as provided below for a member suffering a disabling injury or illness. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted with the application. The administrator shall also supply all authorizations and medical records deemed necessary by the District within a reasonable time frame after any demand for same by the District and he shall also attend any and all medical examinations scheduled by the District at District expense. The District may also accept as sufficient any medical reports supplied by the administrator's own physician.
4. A member of the Bank may apply for up to thirty-five (35) days of leave at the rate of ninety percent (90%) of the member's current daily rate of pay. Should the disability or illness continue, a second application for up to an additional twenty-five (25) days may be submitted, to be paid for at a rate of seventy-five percent (75%) of the member's current daily rate of pay. In the event that the disability or illness continues beyond the date of the second leave, a final extension may be granted for up to twenty-five (25) days at sixty percent (60%) of the member's current daily rate of pay.
5. Deductions from the Sick Bank which are made for sick leave utilized herein shall be made on a prorated basis in accordance with sick leave drawn under the provisions of clause number "4" above, that is to say, an administrator who utilizes a day of such leave on the basis of ninety percent (90%) of a day's pay shall result in the deduction of ninety percent (90%) of one such day contributed to the Sick Bank, an administrator who utilizes a day of such sick leave on the basis of seventy-five percent (75%) of a day's pay shall result in the deduction of seventy-five percent (75%) of one such day contributed to the Sick Bank, and so on.

- 4.05 If during an illness or other medically verified disability, an employee exhausts his accumulated leave benefits, the employee will be granted an extension of sick leave without pay, for up to eighteen (18) months after the accumulated leave benefits are exhausted. These benefits apply when the benefits of Article 6 do not apply.
- 4.06 The Board of Education or the Superintendent, at its discretion, may require a doctor's certificate as evidence of the employee's illness in any case. The District shall also be permitted its own medical examination at its own expense should the need arise.
- 4.07 No deduction from the employee's salary or accumulated sick leave will be made for any day of absence originally requested as sick leave for which the employee was not then otherwise required to report for duty on that day due to an official closing of school resulting from, for example, an emergency or extreme weather conditions.

4.08 WORKER'S COMPENSATION

An employee shall not receive both Workers' Compensation benefits and sick leave benefits. After the employee's case has been adjudicated, an award shall be paid directly to the District for those days the employee received sick leave benefits to which he was entitled.

4.09 SICK LEAVE ALLOWANCE

Employees in the bargaining unit with ten (10) or more years of professional education service in the City of Tonawanda shall be entitled to the following leave conversion upon retirement.

- a. Each member will be credited with one year of health insurance for each sixty-five (65) days of accumulated sick leave.
- b. Members will be credited with partial year health insurance coverage (pro-rated) for any amounts of accumulated sick leave totaling less than sixty-five (65) days.
- c. Should an employee upon retirement have fewer than one hundred (100) days of accumulation and be able to show that the cause is a single disabling injury or illness, that employee shall be credited with one hundred (100) days, upon retirement, for purposes of application of this section.
- d. Maximum accumulation under Section 4.09 is limited to three hundred (300) days. "Days," for purposes of sick leave conversion only, shall be defined as the number of days on the employee's "statement of status" issued by the District.

ARTICLE 5

SHORT-TERM LEAVES OF ABSENCE

5.01 Annually, up to a maximum of five (5) days with pay for absences due to the following clauses (5.03-5.09) shall be provided to regular full-time employees, which shall not be deductible from any accumulated leaves.

5.02 Each day of short-term leave of absence specified below in Section (5.03-5.09) in excess of five (5) non-deductible days, shall be deducted from the employee's unused sick leave accumulation.

5.03 DEATH IN FAMILY

A maximum of five (5) days. "Family" for this purpose shall include spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law.

5.04 FUNERALS

One (1) day will be granted for attendance at a funeral of a grandparent, grandchild, aunt, or uncle. One-half (½) day for any other relative or colleague.

5.05 PATERNITY LEAVE

Up to one and one-half (1-1/2) days per school year will be granted a male employee on account of his wife's maternity confinement on days when school is in session.

5.06 FAMILY ILLNESS

A total of five (5) days in any one school year will be granted an employee when his personal attention is required for the care of a sick member of the immediate family. "Immediate family" for this purpose shall mean one closely related and usually residing in the household, such as a spouse, children, and parents.

5.07 PERSONAL OBLIGATIONS

- a. Up to three (3) days will be granted for the transaction of business that cannot be done except during school hours and for exceptional personal obligations or emergencies, with the approval of the Superintendent of Schools or the building principal, which approval shall be subject to the terms of this Agreement.
- b. No employee will be granted a leave of absence for the purpose of accepting another position, except as otherwise provided by law, and at the same time retain his rights in the current position.

- c. These days may not be used immediately preceding or following a school holiday or vacation except upon prior written permission of the Superintendent. In case of emergency, where prior permission cannot be obtained, the Superintendent will grant a request for use of a personal day upon submission of adequate documentation of the emergency following return to the District.
- d. The application will be submitted by the employee to his immediate supervisor at least two (2) days prior to the desired day of absence when possible. The following application form will be used:
- e. The District reserves the right to set reasonable limitation upon the number of employees who may use personal obligation leave on any one (1) day.

5.08 COLLEGE GRADUATION

One (1) day or part thereof will be granted for attendance of graduation exercises of self, spouse, parent, son, or daughter.

5.09 RELIGIOUS HOLIDAY

A maximum of three (3) days per year shall be granted for the observance of major religious holidays which have been regularly observed by an employee as a member of a religious faith, the basic tenet of which requires a total abstinence from work on the employee's regular work day. An employee who plans to request such a leave shall so notify his immediate supervisor within at least thirty (30) days prior to the day of days to be taken off.

5.10 SPECIAL CASES

Special and unusual leave requests not provided for in these regulations may be considered by the Board of Education when presented in writing.

5.11 JURY AND WITNESS SERVICE

An employee who is summoned for and serves as a juror or is subpoenaed for and serves as a witness in a court action in which the employee is not a party, will be granted a paid leave of absence for said purpose. The employee will pay over to the District the fees received for said service less itemized parking fees and approved mileage allowance. On days in which the employee does not appear for jury duty, the employee shall work his/her regular schedule.

ARTICLE 6

CHILD REARING LEAVE

- 6.01 Child rearing leaves of absence will be granted without pay for a period not to exceed eighteen (18) months per child. Such a leave will be granted only to a TASG member who is the custodial parent, step parent, foster parent, or legal guardian of a child who is under six (6) years of age at the same time the leave begins and who resides with the member.
- 6.02 An application for the leave of absence must be filed with the Superintendent as soon as the need for the leave is known to the member and in no event less than thirty (30) calendar days before the desired start of the expected last day of work and the date on which the member will resume active employment, which will be the first day of a semester.
- 6.03 Resumption of active employment will occur at the beginning of the semester specified in the leave application, or on such other date mutually determined by the Superintendent and the member.
- 6.04 The member will confirm in writing to the Superintendent whether or not the member will return to active employment on the date specified in the application. Said notice will be furnished to the Superintendent, on a minimum of thirty (30) days written notice prior to the date upon which the member seeks to return to active employment. If the member applies to extend the leave and return on a later date, the member will be granted an extension of such leave if any period remains available within the maximum specified under Section 6.01. Prior to resumption of active employment, the member will furnish the Superintendent with satisfactory medical confirmation of the member's physical fitness.
- 6.05 If the member fails to resume active employment after termination of the leave, the member will be considered to have resigned voluntarily.
- 6.06 If a final court order in a proceeding to which the District is a party determines that any provision of this Article is invalid and unenforceable, the entire Article shall be renegotiated immediately upon written notice of either the District or the Association to the other.
- 6.07 For any portion of child-rearing leave not covered by the Family and Medical Leave Act (FMLA), the District's Group Health Insurance Program will be continued in effect for a member during the leave if the member pays the necessary premium.
- 6.08 The time when a member is on child-rearing leave shall not count toward the member's seniority or probationary period, but the time shall not be treated as an interruption of

continuous service. Nothing in this paragraph 6.08 shall be deemed to have forfeited seniority previously granted to members while on unpaid leave of absence.

ARTICLE 7

PROFESSIONAL CONFERENCES STATE AND NATIONAL

- 7.01 A written request to attend a professional conference must be submitted to the Superintendent and/or designee for his/her review at least thirty (30) days or soon as practicable if the administrator receives less than thirty (30) days notice of the professional conference. The Superintendent will grant or deny the request as quickly as practicable. Such time frame shall not apply in the event the District requests an administrator to attend a professional conference at District expense.
- 7.02 Unit members covered by the Agreement may be permitted to attend national and state conferences that relate to the educational development and program enhancement of the District.
- a. The District shall establish an administrative conference account to provide for registration and necessary and reasonable expenses for unit members who attend such conferences.
- The number of persons attending and the number of times a person attends shall be governed by:
1. The educational worth of the conference or meetings and the degree of need by the District for the benefits to be gained.
 2. The availability of funds.
 3. The ability of the district to cover the duties of the individual.
- b. The Superintendent shall have discretion to determine approval of the request.
- 7.03 Dues to Professional Organizations - The district shall provide up to Nine Hundred Dollars (\$900) per year per employee for payment of dues to local, state, and national professional organizations whose purpose and function is directly related to the employee's assignment, provided that such funds are not used for Local Union Membership and instead, are used towards professional educational organizations or similar organizations. SAANYS shall not be considered local Union membership for purposes of this Section.

ARTICLE 8

PERSONNEL FILE

- 8.01 Upon request, arrangements will be made by the Superintendent so that a person may review the contents of his own personnel file located at the District Central Office. All pre-employment data and personal references will not be available for inspection. The Superintendent or his administrative delegate will be present at the review of the file. Only those persons with an official right or the person's authorization may inspect that person's personnel file. The person will be entitled to submit for inclusion in his file his own written, signed response to any material in the file.

ARTICLE 9

VACANCIES

- 9.01 Whenever the District contemplates filling a vacancy by hiring a new TASG bargaining unit employee, it will first post the vacancy. During the summer, posting will be placed in the District office and in those school buildings in which summer school classes are conducted, and a copy given to each person covered by this Agreement.
- 9.02 Seniority in the District will be considered when selecting TASG employees to fill vacancies within the TASG bargaining unit.

ARTICLE 10

WORK DAY

- 10.01 Each administrator will be on duty a minimum of seven and one half (7 ½) hours each day exclusive of the lunch period. Between July and August 15 and during the Winter and Spring recesses only, each administrator will be on duty a minimum of seven (7) hours each day exclusive of the lunch period.

ARTICLE 11

HEALTH INSURANCE COVERAGE

- 11.01 Effective April 1, 2008, the parties shall utilize a high deductible insurance plan with a \$1,000 single/\$2,000 family deductible paid at District expense up to ninety percent (90%) for all members of the bargaining unit. It shall be the obligation of the employee to make all additional payments above and beyond the amounts set forth for insurance through payroll. If the plan initially selected is either eliminated or modified, the parties agree to meet to find a mutually acceptable health maintenance organization alternative. The District would also be agreeable to funding a HRA at contribution levels of One

Thousand Dollars (\$1,000) for single plans and Two Thousand Dollars (\$2,000) for family plans per year. Any unused funds in the individual's HRA at the end of the year shall remain in the plan for use in future years and be portable in the event of a voluntary resignation or retirement, except same shall not be portable in the event of termination or resignation/retirement in lieu of and/or in settlement of any disciplinary action. The parties propose using the IHA high deductible plan as outlined in a separate plan document.

11.02 The District and the administrators recognize that there may be changes to the insurance policies in effect as a result of modifications by the insurance company. The District and the Association agree to meet to negotiate the impact of any such changes and to negotiate possible alternatives to any insurance coverage. The District agrees that it shall not unilaterally change the insurance product offered to the employees. In the event that changes occur as a result of the actions of the insurance company, the District will notify the Association president of such changes as soon as possible. The District shall not, however, be responsible for changes in health insurance products offered by any insurance company, including but not limited to any changes in cop-pays, deductibles and/or specific coverages. No grievances shall be entertained in the event of a change of coverages by the insurance carrier.

11.03 When both husband and wife are employees of the District and eligible for insurance, and there are no other dependents, they will be granted on (1) family, one (1) two person plan, or two (2) single coverage at the option of the District.

11.03.1 In the event a husband and wife, regardless of employment, are eligible for insurance, and there are no other dependents, they will be granted one (1) family, one (1) two person, or two (2) single coverages at the option of the District.

11.04 The individual plan or the family plan health insurance will be available to such staff members as of the appointment date of the full employment year, when entitled thereto by either individual.

11.05 The District will contribute eighty-five (85%) of the annual premiums for Dental Insurance mutually selected by the parties. [The District is agreeable to the Delta Dental program].

11.06 NON-DUPLICATION RULES

- a. An employee who was not enrolled in the District's Group Health Plan as of July 1, 1983 shall not be entitled to enroll in the District's Group if the employee is otherwise covered by any group health insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan. The employee shall have the option to select enrollment in

the District's Group during the period of open enrollment providing the employee has rejected coverage under the other group health insurance coverage plan.

- b. No employee shall be entitled to cover a dependent or spouse by the District's Group Health Plan if said dependent or spouse is otherwise enrolled in another group health insurance plan, comparable to or better than the plan offered by the district, and in no event shall this school district furnish duplicate health plan coverage for husband-wife employees of this school district.
- c. An employee enrolled in the District's Group Health Plan, whose entitlement to enroll is affected by change circumstances occurring on or after July 1, 1988 shall have continued enrollment as governed by the provisions of subparagraphs a. and b. above.
- d. A non-duplication policy shall be extended to apply to the District's Group Dental Plan in the same manner and fashion as it applies to the District's Group Plan.

11.07 Retirees, employees on unpaid leave or absence, and employees excessed and on the preferred eligibility list and spouses of deceased employees shall be permitted to continue in the District's group insurance programs at their own expense.

11.08 The Board of Education will purchase and assume payment for a group plan of term life insurance insuring each member of the bargaining unit for the sum of \$50,000.00.

11.09 The District shall pay the amount of Two-Thousand Dollars (\$2,000) for a family plan and One-Thousand Dollars (\$1,000) for a single plan for each Administrator not participating in any manner whatsoever with the District health insurance plan for an entire fiscal year, provided that at least two (2) Administrators do not participate in the insurance plan. In the event three (3) or more Administrators do not participate in the District health insurance plan, Administrators will be paid Three-Thousand Dollars (\$3,000) for a family plan and One-Thousand Five-Hundred Dollars (\$1,500) for a single plan. Such payment shall be made on or about July 15th of each year in which the Administrator does not participate in the plan. In the event both husband and wife are employed by the District and eligible for insurance, they shall not be entitled to a payment if they are also receiving family coverage through the District.

ARTICLE 12

SALARIES

12.01 Upon the execution of this Agreement, the District agrees to increase the salaries of all Administrators hired prior to June 30, 2007, who were still employed as of March 1, 2008, by four percent (4.0%) in their base salary for 2007-2008, 4.0% for 2008-2009,

4.0% for 2009-2010, 4.0% for 2010-2011 and 4.0% for 2011-2012. For employees hired after July 1, 2007, they shall remain at the same entry salary until the following July 1.

12.02 The District will reimburse any member for the actual cost of tuition up to an annual maximum of \$800.00 for the completion of up to three (3) hours of related graduate work upon submission of proof of successful completion of graduate work and proof of prior approval when satisfied that such study benefits the District, is directly related to job duties, and provides professional growth for the member.

12.03 Members of this bargaining unit who, through post graduate study, earn a doctorate from an accredited institution of higher learning shall have their annual salary increased by the sum of \$2,500.00 which shall increase to Two-Thousand Seven-Hundred (\$2,700) effective July 1, 2008.

12.04 Members of this bargaining unit shall be granted an annual longevity increment as follows:

Payable in the fourth (4th) year of service - \$3,000.00

Payable in the eighth (8th) year of service - \$3,000.00

Such increments shall be granted to each unit member based on years of full-time administrative service to the District. Such amounts shall not be added onto the base salary upon which any future incremental increases may be considered, but same shall otherwise be considered earned income in the year earned.

12.05 A unit member may participate in the Professional Development Program (PDP) by filing a proposal for a PDP project with the Superintendent. The superintendent shall have the authority to approve the project proposal and determine the successful completion of the project. Proposals filed with the Superintendent will be acted upon by the Superintendent no later than thirty (30) days after submission.

Proposals submitted to the Superintendent shall be for completion of either;

- a. A special project designed to improve instruction or the educational program of the building or district, or
- b. A three (3) hour graduate course at a college or a university.

The maximum stipend per employee for successful completion of an approved project under this Section shall be \$2,000.00. An employee shall be entitled to only \$2,000.00 per project completed, and no employee shall be entitled to complete more than one project per calendar year. This \$2,000.00 shall be a one-time payment and shall not be considered an addition to the employee's base salary.

- 12.06 The elementary summer school principal stipend is \$2,000.00 which shall increase to \$2,500 effective July 1, 2008. This stipend will not be added to the base salary. The District is agreeable to rotating such position among the elementary principals.

ARTICLE 13

PAYROLL DEDUCTIONS

- 13.01 It is agreed that payroll deductions will be made for dues for professional organizations as follows:

TASG - TONAWANDA ADMINISTRATIVE SUPERVISORY GROUP

SAANYS - SCHOOL ADMINISTRATORS' ASSOCIATION OF NEW YORK STATE

as persons individually and voluntarily authorize such payroll deductions, and such total amount of money deducted will be transmitted promptly to the Treasurer of TASG for the professional dues.

- 13.02 The total annual membership dues for those designated professional associations, as authorized by the individual concerned, shall be deducted in equal installments.
- 13.03 No later than two (2) weeks prior to the first scheduled payroll period, the TASG shall provide the payroll department with a list, by school, and the original signed dues authorization cards of those members who have voluntarily authorized dues deduction for the Association named.
- 13.04 An authorization on file with the District shall be honored until and unless it has been revoked or amended by written notice received by both the Association and the Superintendent. The amount of dues deducted per pay periods for each employee shall be uniform. New deduction authorization must be filed not later than two (2) weeks prior to a scheduled deduction period.
- 13.05 The payroll department, following each pay period, will transmit the total amount deducted to the Treasurer of TASG. The first transmittal shall include a listing of members for whom deductions have been made. The final deduction report shall include the total amount deducted for each individual. In case of termination of employment, the District shall deduct the remainder of the annual dues from the individual's final paycheck as authorized by the individual. The effective date of terminations and additions to the staff shall be reported to the Association monthly.
- 13.06 TASG shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by

the District to comply with the terms of this Article or in reliance on a certification issued by TASG.

13.07 Payroll deductions will be available for savings or payments of loans to the Tonawanda School Employees Federal Credit Union or other District-approved financial institution.

13.08 Payroll deductions will be available for contributions to the United Way of the Tonawandas as employees individually and voluntarily authorized such deductions in writing. Deductions will be transmitted biweekly to the United Way.

13.09 TAX SHELTERED ANNUITY

The Board of Education agrees to enter into a tax-sheltered annuity arrangement with the professional staff to secure tax advantages, of Section 403(b) of the Internal Revenue Code. Such arrangements shall include salary modification by Payroll deduction as authorized by the employee and the execution of annuity applications. Such applications and payments therefore will be forwarded to the companies selected by the employees at intervals agreed upon between the Board and the said companies.

13.10 The Association reserves the right to implement agency fee deductions.

ARTICLE 14

DIRECT DEPOSIT

14.01 All employees shall be required to participate in direct deposit with a bank and/or credit union of their choice.

ARTICLE 15

WORK YEAR

15.01 The Attendance Instructional Calendar adopted by the Board of Education for the school years 2007/2008, 2008/2009, 2009/2010, 2010/2011 and 2011/2012 shall be incorporated and deemed part of this Agreement. The Board annually adopts a school calendar setting forth the days of instruction as set forth herein and unit members are expected to be on regular duty on such days of instruction as part of employment responsibilities.

15.02 Each person covered by this Agreement shall be on a twelve (12) month basis. Each member shall work including the days of the Attendance Instructional Calendar (220 days in 2007/2008, 2008/2009, 2009/2010, 2010/2011 and 2011/2012).

Accordingly, in each year of this Agreement, members shall receive sixteen (16) holiday and twenty-five (25) days of paid vacation each contract year.

Calendars of assigned days will be developed by the District in cooperation with the Tonawanda Administrative Supervisory Group.

It is understood that all persons covered by this Agreement will attempt to utilize vacation days during instructional recess days. Unused vacation days may be taken during the school year by providing the Superintendent with at least five (5) days of advance notice of vacation request. The Superintendent may, for the needs of the District, request that the administrator not take the vacation requested. The administrator cannot unreasonably refuse the request of the Superintendent.

Should a unit member be required to work beyond the number of days agreed upon here, such unit member shall be compensated at the member's daily rate or with compensatory time at the sole and exclusive discretion of the District.

- 15.03 Members of this bargaining unit are expected to report for duty on days designed by the District as "Emergency School Closings." Members of this bargaining unit are expected to make every reasonable effort to be in attendance. If a member cannot reach the District, it shall be his or her responsibility to notify the Superintendent of Schools or his or her designees. Members may leave when all necessary tasks to insure safety of students and faculty and security of the building are completed and the Superintendent is so notified.

ARTICLE 16

SAVINGS CLAUSE

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

ARTICLE 17

TERMINATION

- 17.01 This Agreement shall continue in full force and effect as long as TASG represents a majority of the bargaining unit as determined by the Public Employment Relations Board. This representation entitled TASG to dues check-off. Furthermore, failure to reach a successor contract or resolve salary re-openers by the expiration date shall result in the extension of all provisions of this Agreement until a new contract is agreed upon but not more than twelve (12) months.

ARTICLE 18

EVALUATION OF ADMINISTRATORS

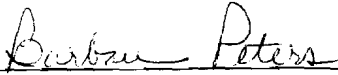
- 18.01 Administrators shall be evaluated by the Superintendent on an annual basis. The parties agree to establish a Committee to develop the procedures used to evaluate the employees covered by this Agreement. The District reserves the right to determine the evaluation criteria to be used.

ARTICLE 19

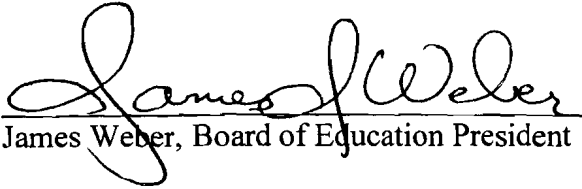
MANAGEMENT RIGHTS

- 19.01 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the mission, purpose, objectives and policies of the District to determine the facilities, methods, means and number of personnel required for selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of position and to classify and reclassify and to allocate or reallocate new or existing positions in accordance with the law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

TONAWANDA CITY SCHOOL DISTRICT



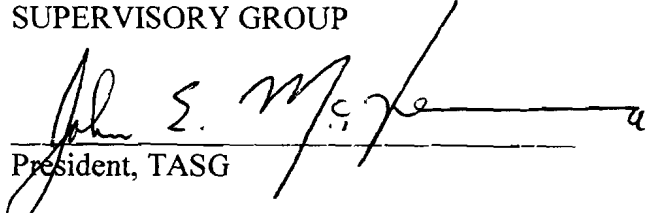
Dr. Barbara Peters, Superintendent
Tonawanda City School District



James Weber, Board of Education President

Ratification Date: 3/25/08

TONAWANDA ADMINISTRATIVE
SUPERVISORY GROUP



President, TASG

John E. McKenna, Ed.D.

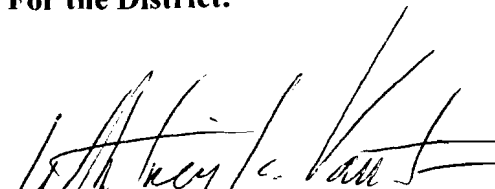
Ratification Date: 10/23/08

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TONAWANDA ADMINISTRATIVE SUPERVISORY
GROUP
AND
THE TONAWANDA CITY SCHOOL DISTRICT**


It is hereby agreed between the Tonawanda City School District and the Tonawanda Administrative and Supervisory Group that solely for the 2007-2008 and 2008-2009 fiscal years, the health insurance buy-out will be offered on a prorated basis for any member of the bargaining unit based upon the grounds that the insurance plan underwent a radical change and was implemented prior to the parties finalizing the negotiations over the collective bargaining agreement which expired at the end of June 30, 2007.

It is hereby understood and agreed by the parties that no prorated benefits will be payable after July 1, 2009. In the future, and consistent with the current contractual language, the employee must remain off the District's health insurance plan for a full fiscal year (July 1 – June 30), in order to be eligible for a buyout payment on or about July 15 in the following fiscal year.

For the District:

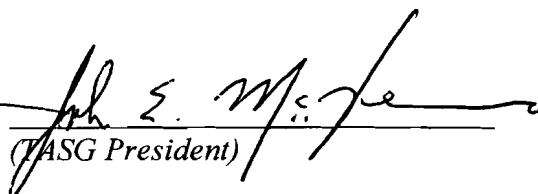


(Superintendent)




(Date)

For the Supervisory Group:



(ASG President)



(Date)

APPENDIX B

PERSONAL OBLIGATION LEAVE APPLICATION

Date(s) Requested _____

Number of Days _____

Number of Half Days _____

- House Emergency
- Legal (i.e. House Closing, Will Probate, Adoption, Court Appearance)
- Medical
- Bereavement
- Religious Observance
- Attendance at Educational Conference (Related to current professional assignment)

FOR _____

- Other (State Reason)

I HEREBY CERTIFY that this matter cannot be handled except during regular working hours.

Signature (Employee)

Date Signed

Respecting the above-stated reasons, no additional applications are required to establish entitlement, except as specifically indicated above. Check the applicable reason and, if required above, furnish the additional information requested.

REVIEWED BY ADMINISTRATOR:

Signature

Date Signed