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# AGREEMENT

between the

**Frontier Central School District**

and the

**Frontier Central  
Administrative & Supervisory Association**

7/1 6/30  
2003-2007

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 08 2009

**ADMINISTRATION**

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FRONTIER CENTRAL ADMINISTRATIVE AND  
SUPERVISORY ASSOCIATION AGREEMENT

2003-2007

1.0 MEMBERSHIP & RECOGNITION

1.1 Any professionally certified administrator, as defined by the Board of Education, shall be eligible for membership in the Frontier Central Administrative and Supervisory Association. Such titles typically include Principal, Assistant Principal, Director, Supervisor, and Dean and would include any individual holding probationary or tenured administrative or supervisory positions for which administrative certification is required. Excluded from membership are the positions of Superintendent, Assistant Superintendent for Business, Assistant Superintendent for Instruction, and Assistant Superintendent for Personnel Services, and Assistant Superintendent for Technology.

1.2 The District recognizes the Frontier Central Administrative and Supervisory Association as the exclusive representative and bargaining agent for all those administrators and supervisors.

1.3 Whenever the term administrator and/or supervisor appears within the body of this Agreement, it shall include those job titles identified in 1.1 of this Agreement.

2.0 TERMS AND CONDITIONS

2.1 The employer hereby employs the administrator and the administrator hereby accepts employment upon the terms and conditions herein set forth.

3.0 DURATION

3.1 This contract shall remain in full force and effective for a period Of four (4) years to commence July 1, 2003 and to terminate on June 30, 2007.

4.0 RESPONSIBILITIES

4.1 The administrator is employed to administer, direct and coordinate, under the supervision of the Superintendent of Schools or his designee, the planning, operation and evaluation of the education program as described in the duties set forth in the appropriate job description. The employer shall not assign duties which may subject the administrator to exclusion from a professional association authorized by Article 14 of the New York State Civil Service Law (Taylor Law).

4.2 An administrator may serve as an advisor, as required, to the Board's negotiating team in its negotiation with other employee units. This occasional participation will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Board. None of the duties performed in accordance with this section shall constitute a basis for "managerial" designation under section 201 (7) of the Taylor Law.

5.0 WORK HOURS, YEAR, LEAVES

5.1 Work Hours

The administrator shall devote the necessary work hours per workday in discharging the duties of his position for each work week.

5.2 Work Year and Leaves

The work year for the positions covered by this Agreement shall be twelve (12) months unless otherwise specified.

5.3 Sick Leave

All administrators shall receive sick leave credit on July 1 on the following basis:

5.3.1 Sixteen (16) days per year for twelve-month employees with Less than fifteen (15) years of credited service.

5.3.2 Twenty-four (24) days per year for twelve-month employees with Fifteen (15) or more years of credited service.

5.3.3 The Board or its designee may grant additional sick leave for circumstances which, in its judgment, is justified.

5.3.4 Sick leave shall accumulate to a maximum of two hundred and fifty (250) days.

5.4 Sick Leave Bank

5.4.1 Beginning July 1, 1994, the excess of the administrator's sick leave accrued balance on June 30<sup>th</sup> of the preceding school year and the maximum allowable sick days as specified in Article 5.3.4 (250) days shall be deposited in a sick leave Bank for use by members covered by this Agreement subject to the conditions set forth herein.

5.4.2 Each July 1 thereafter, the same procedure will be followed until the bank has a maximum of two hundred and sixty (260) days.

5.4.3 Administrators who do not have the maximum accruable allowance will contribute four (4) days annually until the bank has a maximum balance of 260 days.

- 5.4.4 If on July 1 of any school year after the establishment of the initial maximum number of sick leave bank days (260 days), the sick leave bank balance falls below 75 sick days, each administrator will contribute two (2) sick days on an irrevocable basis.
- 5.4.5 Membership in the sick bank is automatic for all administrators covered by this Agreement after three (3) full years employment with the District or an accumulation of thirty (30) sick days, whichever occurs first.
- 5.4.6 Application to draw upon the sick leave bank is contingent upon (1) the exhaustion of the sick leave balance of the administrator and (2) a disabling injury or illness. A "disabling injury or illness" is defined as an injury or illness such that the administrator cannot perform his/her essential job function and 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 estimation of the duration of the absence shall be submitted with the administrator's application to use the sick bank. The employer reserves the right to have the administrator examined by a physician designated by the District. In the event of a dispute over an employee's ability to work, a third party medical opinion will be obtained by a physician mutually selected by the District and the association to resolve the dispute, which decision of said third party physician will be final, binding and nonappealable. In the event the parties are unable to mutually select the physician, either party may seek the appointment of a physician as arbitrator to resolve the dispute in accordance with the provisions of Article 75 of the New York Civil Practice Law and Rules. The foregoing provision shall supercede the grievance procedure and arbitration provisions of Article VIII of this Agreement.
- 5.4.7 The administrator may apply to the Superintendent of Schools for up to thirty (30) sick leave days. Should the disability or illness continues, a second application for up to thirty (30) more sick leave days may be requested. In the event that the disability or illness continues beyond the date of the second leave, two extensions may be granted for up to fifteen (15) days each for a total of 90 days in any given year.
- 5.4.8 The administration of the Sick Bank shall be the responsibility of the Superintendent of Schools or his designee.
- 5.5 Leave for Death of Serious Illness in Immediate Family
- 5.5.1 Each administrator shall be allowed up to 5 days of leave without loss of salary for each death in his immediate family from the date of death to two days following the funeral. Immediate family of the administrator is defined to include



The following persons: husband, wife, father, mother, guardian, sister, brother, son, daughter, father-in-law, mother-in-law, and a relative or person living in the administrator's household. Leave for death or for serious illness shall not be charged against the sick leave or vacation allowed under sub-paragraphs 5.3 and 5.7 of this Article. If the death or serious illness occurs within a period during which the administrator is on sick leave (providing he did not remain incapacitated during that time) or vacation, those days to which he is entitled under the provisions of this sub-paragraph shall not be accumulated.

5.5.2 Each administrator shall be allowed up to 5 days leave without loss of pay for serious illness in his immediate family.

5.5.3 Each employee may have one (1) day leave with full compensation, in the event of the death of a relative; however, such time is available between the time of death and the funeral.

5.5.4 The Superintendent or the Board's Agent may grant additional emergency short-term leave in circumstances which in its judgment is justified.

#### 5.6 Jury Duty

The administrator shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When the administrator receives a notice of call to jury duty, he shall notify the employer to that effect according to Board of Education procedures. The administrator shall receive his per diem in addition to the allowance for jury duty.

#### 5.7 Judicial and Administrative Proceedings

The administrator shall be allowed leave without loss of pay for time required to appear in court involuntarily or for appearance in any other judicial or administrative proceeding where such appearance is in response to a subpoena as a witness or similar circumstances but not as a defendant in non-Frontier Central School cases.

Included as part of the leave time allowed under this sub-paragraph shall be the time required to travel to and from the place where the administrator's appearance is made. Leave allowed under this sub-paragraph shall not be charged against other leave provided by this agreement. Any compensatory pay for such time, received through due process of the case shall be turned over to the Frontier Central School District.

#### 5.8 Vacations and Holidays

5.8.1 All administrators hired on or after January 1, 2004 shall earn twenty-five (25) vacation days each work year exclusive of weekends.

5.8.2 All administrators hired prior to January 1, 2004 shall be

granted thirty (30) vacation days each work year exclusive of weekends.

- 5.8.3 In addition to vacation days, administrators shall be granted the following holidays:

Independence Day	Additional Day at Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Holy Thursday (while a District holiday)
Day After Thanksgiving	Good Friday
Christmas Day	Memorial Day

In the event of any change to the Erie One BOCES calendar that results in a change to the Frontier Central calendar, the Monday following the holiday of Easter or the Monday of the 30<sup>th</sup> week of the school year will be considered a paid holiday for all members of the FCASA.

- 5.8.4 Vacation days shall be taken at such times as are mutually agreed upon between the Superintendent of Schools and the administrator. In the event of a failure to agree, the determination of the Superintendent shall be final.
- 5.8.5.1 Vacation days for administrators hired after January 1, 2004 shall be earned at the rate of 2.08 days per full month of service. Vacation days will not be available for use by an administrator hired after January 1, 2004 until July 1 of the school year following his date of hire, specific application must be made to the Superintendent of Schools at least 30 days prior to the requested vacation day or days.
- 5.8.5.2 Vacation days for administrators hired after July 1, 1985 and prior to January 1, 2004 shall be granted according to the following schedule:
- |                  |                                       |
|------------------|---------------------------------------|
| Less than 1 year | - 1 1/2 days per full month's service |
| 1-3 years        | - 2 days per full month's service     |
| 4 + years        | - 2 1/2 days per full month's service |
- Vacation days shall be earned at the rate of 2.5 per month of service.
- 5.8.6 The Superintendent shall have the authority to approve a maximum accumulation of twenty (20) unused vacation days for any administrator who, because of extenuating circumstances, was unable to take vacation time. These vacation days shall be taken in the next work year upon mutual Agreement between the Board, or its designee, and the administrator.
- 5.8.6.1 At separation, payment for unused vacation days to a maximum of twenty (20) days shall be made at the employee's salary divided by 240 times the number of unused vacation days to a maximum of 20 days. For all administrators

hired prior to January 1, 2004 payment for granted vacation days shall be prorated to the date of resignation and payment made at the employee's salary divided by 240 times the number of prorated vacation days to a maximum of 20 days. Payment at separation or retirement for said days shall be made in the employee's final paycheck.

5.9 Leave for Weather or Other Emergency Conditions

In the case of school closing due to inclement weather, each administrator will make every attempt to report to work on time or as soon as possible. The District will provide a custodian in each building for the regular day shift and have all utilities operational in the building.

5.10 Professional Conferences

Upon approval by the employer, the administrator may be granted leave without loss of pay to attend professional meetings, conferences and workshops.

5.11 Graduation and Awards

The administrator shall be entitled to leave of one day without loss of pay to attend his own graduation or a ceremony at which he is the recipient of a special award or honor. Such leave day will not be charged against other leave allowed by this Article if held on a work day.

5.12 Special Leave

The administrator will be granted permission for special leave without loss of pay. Special leave will not be charged against any other leave allowed by this Article Administrators shall have the equivalent of 1/3 Special Leave Day for each month of the year employed. Unused special leave shall be credited to accrued sick leave, rounded to the nearest whole day.

5.13 Child-Rearing Leave

Child-rearing leave shall be granted to any administrator, who desires to take leave from active employment, for the purpose of caring for a child who resides in the administrator's own home during the period of the leave and the child must be under the age of 18.

without notice because of circumstances beyond the administrator's control. If less than thirty calendar days' notice is given, the resulting vacancy need not be posted and may be filled in any matter determined by the District.

The period of the leave shall be for the balance of the semester in which the leave begins and, to the extent requested by the administrator, four (4) additional semesters if the age of the child on the day the leave begins is five years or less; however he leave shall be no longer than five (5) semesters in any five (5) year period. Provided, however that the total of all leaves taken by the employee for one or more child(ren) shall not cumulatively exceed five semesters in any five year period. For the purposes of this Agreement a school year shall be divided into two semesters as follows:

July 1-December 31  
January 1-June 30

Child-rearing leave is without any pay or benefits of any kind.

An administrator will be granted the negotiated percentage salary increase for the year in which the leave began if the administrator completed twenty or more weeks of active service in that year; otherwise no percentage salary increase will be granted for that year.

Probationary service credit will not be granted for any period of time spent on child rearing leave.

An administrator must return from child-rearing leave on the first day of the first semester following the leave. An administrator on leave for a full semester or more shall confirm to the Superintendent in writing his intent to return on the required day.

When an administrator returns from a child-rearing leave, he shall be re-credited with all time-accumulated benefits that had accumulated as of the day prior to the first day of his leave.

#### 5.14 Substitute Calling

Clerical staff shall be provided in the Central Office to call substitute teachers.

#### 5.15 Sabbatical Leave

5.15.1 All administrators, fully certified by the Education Department of the State of New York, having at least seven (7) years of consecutive service in the District's school system are eligible to apply for sabbatical leave. Applications shall be made in writing on forms as directed by the Superintendent and submitted to his office no later than February 1 preceding the school year for which such leave is requested.

5.15.2 The Association shall appoint one of its members to serve on the Sabbatical Leave Committee. The Superintendent or his

designee shall also select one (1) from his staff. These two shall select a third member. The Superintendent shall immediately file all applications with this Committee for its study and recommendation. The Committee shall report its findings and recommendations to the Superintendent. He shall review these recommendations and present the report with his recommendations to the Board of Education for its consideration. The Board shall have complete and full discretionary power to grant or deny sabbatical leave.

- 5.15.3 The Committee and the Superintendent and the Board shall consider of primary importance the possible benefits which may accrue to students of the District. The Selection shall be made through a review of the applications, personal interviews with the candidates, evaluations of their statement of purpose, and other such data as deemed necessary.
- 5.15.4 Each candidate shall agree in a signed contract to continue in the employ of the District for a period of two (2) years subsequent to the expiration of his leave of absence. On default of completing such service, he shall refund to the District an amount equal to the money paid him by the District while on sabbatical leave, unless such default was due to circumstance beyond his control. Administrators, will however, be allowed to exchange unused sick/special leave for satisfying employment regulations involving sabbatical leaves. This unused sick leave may be exchanged in semester blocks only.
- 5.15.5 During the period of leave, the employee cannot basically alter the program initially approved without the written approval of the Superintendent. Periodical as well as terminal reports shall be filed with the Superintendent as requested.
- 5.15.6 Such leave is to be granted for advanced study, and/or research relating to the area of public education. Persons while on sabbatical leave are not to accept full-time positions with another employer, however, grants, assistantships or fellowships by the awarding institution(s) are acceptable.
- 5.15.7 The employee shall not be eligible to return to his position until the expiration of leave except with approval of the Superintendent.
- 5.15.8 When such leave is granted, it shall be for a minimum term of one (1) semester to a maximum of ten (10) months. The program shall cover the entire term of the leave. Such leave, when granted, shall constitute sabbatical leave, regardless of the length of the leave.
- 5.15.9 For the duration of the sabbatical leave, the employee's salary shall be one-half (1/2) of his gross regular salary, subject to the same regulations relative to deductions as if he were not on leave. The employee shall be entitled to the

same rights for salary schedule advancement as if he had continued in his regular assignment.

5.15.10 Other benefits shall be continued during the leave. Costs for health insurance provided by this Agreement shall be assumed by the District to the same amount as if employee had continued in his regular assignment in the school system.

5.15.11 The District shall approve a maximum of one sabbatical leave per year subject to the provisions of this Article.

## 6.0 SALARY AND PAY DAYS

### 6.1 Salary and Longevity

6.1.1 Each administrator will be granted an increase of 3.5% over the 2002-03 Administrative Salary Schedule for the purpose of increasing administrators' salaries for the 2003-04 school year. It is understood that this increase is exclusive of doctoral stipends.

6.1.2 Each administrator will be granted an increase of 3.5% over the 2003-04 Administrative Salary Schedule for the purpose of increasing administrators' salaries for the 2004-05 school year. It is understood that this increase is exclusive of doctoral stipends.

6.1.3 Each administrator will be granted an increase of 3.5% over the 2004-05 Administrative Salary Schedule for the purpose of increasing administrators' salaries for the 2005-06 school year. It is understood that this increase is exclusive of doctorate stipends.

6.1.4 Each administrator will be granted an increase of 3.5% over the 2005-06 Administrative Salary Schedule for the purpose of increasing administrators' salaries for the 2006-07 school year. It is understood that this increase is exclusive of doctoral stipends.

6.1.5 Administrators are entitled to an increase for the next school year provided they began service before January 1.

6.1.6 Longevity payments of \$1,200 shall be received after 17, 22, 27 and 32 years of total accredited educational service.

6.1.7 Any administrator who holds or shall earn the Degree of Doctorate shall receive an additional stipend of \$1,200 to his/her salary.

### 6.2 Career Increment

6.2.1 Effective July 1, 2003 and extending through June 30, 2004 any administrator actualizing their retirement during this period will be subject to the terms established in paragraph 6.2.1 of the agreement between the FCASA and the District for the period July 1, 1999 through June 30, 2003. Commencing July

1,2004 any administrator or supervisor who has signified in writing on or before February 1<sup>st</sup> to the Board of his/her planned retirement in the school year preceding the school year of planned retirement with an effective retirement date of July 1 shall be granted an additional increment over the final school year's salary. The career increment will be held by the District and used as payments toward the retiree's health and/or dental insurance or monthly cash payments established by the District at the rate of \$600/mo in lieu of a family health plan or \$300/mo in lieu of single plan coverage until the exhaustion of said monies.

An administrator will accrue \$2,000 toward his/her career increment for each year of service (as a teacher or administrator) with the District up to a maximum of 15 years or \$30,000. If an administrator is hired prior to January 1 in any given year, he/she will accrue one year of service credit for that year. If the employee is hired from January 1 through June 30, no service credit will be given for that year. Once the maximum is reached, the administrator will remain at that amount until his/her retirement. Upon retirement, the administrator will receive the \$30,000 (or the eligible portion thereof) in the manner described above. If an administrator has not reached the maximum award by the time he/she is first eligible to receive retirement benefits without penalty, he/she will continue to accrue \$2,000 up to the maximum benefit for each year of service with the District until retirement.

6.2.2 Effective July 1,2003 and extending through June 30,2004 any administrator actualizing their retirement during this period will be subject to the terms established in paragraph 6.2.2 of the agreement between the FCASA and the District for the period July 1, 1999 through June 30,2003. Commencing July 1,2004, the administrator with conscientious attendance will receive the following amount for unused sick leave at the time of retirement:

- 1) Minimum - 100-149 days - \$15,000.00
- 2) 150-199 days - \$20,000.00
- 3) 200-249 days - \$25,000.00
- 4) 250 days - \$30,000.00

The conscientious attendance award will be payable in cash on the first day of retirement or be placed in a District sponsored 403b plan at yearly intervals to the maximum allowed by IRS regulations until said funds are exhausted. Should any funds remain beyond the stipulated IRS time frame for said deposits the balance will be paid to the retiree in a single cash payment.

6.2.3 If a retired administrator dies and there is a balance of retirement monies established in 6.2.1 or 6.2.2 said funds shall be paid in a lump sum to the deceased retirees estate.

### 6.3 Pay Days

6.3.1 All administrators and supervisors will be paid 1/26 of their contract salary paid on 26 pay dates.

## 7.0 BENEFITS

### 7.1 Health and Accident Insurance

7.1.1 Beginning July 1, 2003 and continuing through the remainder of the Agreement, the following paragraphs are in place:

a. Employees may choose health insurance coverage with Community Blue (\$5-\$15/\$35 prescription drug co-pay with contraceptives and dependent child coverage to age 23 regardless of whether the dependent is a student), or Univera (\$3-\$10/\$30 prescription drug co-pay with contraceptives and unmarried dependent child coverage to age 23 if full-time student) or Independent Health (\$3-\$15-\$30 prescription drug co-pay with contraceptives and unmarried dependent child coverage to age 23 if full-time college/university student), or a Blue Cross/Blue Shield product to be jointly determined by the Frontier Central Teachers' Association and the District.

b. Regardless of the coverage selected, the District's contribution will be a maximum of 95% of the highest "A" level or "gold" plan HMO with a \$3/\$5-\$10/\$15-\$30/\$35 for prescription drug co-pay or the next best available plan. Should an administrator choose a lesser plan provided by any Of the District sponsored carriers the District will maintain Coverage at the dollar established by the carrier for 95% of Highest "A" level or "gold" plan HMO A level.

c. Part-time employees and employees who work less than the full school year are entitled to health insurance and the District will pay a pro-rata share of the annual maximums indicated.

d. Should at any time any of the HMO's alter the plan or program the District will continue to cover employee health care costs as defined in 7.1.1 b.

7.1.2 Beginning July 1, 2003 and continuing through the remainder of the 2003-2007 Agreement, the following paragraphs shall apply:

a. An employee 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 in September of any year for the balance of that year, providing the employee has rejected coverage under the other group health insurance plan.



self insures, the retiree will annually pay the District the per thousand term insurance rate for his/her age for that year." In those instances where the premium cost exceeds \$10,000 per annum, the District will provide \$100,000 of term insurance after retirement until age 65 as in Section 7.4.1 of the of the 2003-2007 Administrators' Agreement.

## 8.0 GRIEVANCE PROCEDURE

### 8.1 Policy

- 8.1.1 the purpose for establishing this procedure is to provide a means for the orderly settlement of grievances promptly and fairly as they arise and to assure equitable and proper treatment of Association employees pursuant to the terms and provisions of this Agreement.
- 8.1.2 The employee has the right to institute grievance proceedings without fear of reprisal, and to choose whomever he desires to represent him in said proceedings.
- 8.1.3 A group of employees, having a common grievance, may present such grievance as a group, in accordance with this procedure, providing only (1) of its members is given authority by the group to act in its behalf.

### 8.2 Definitions

- 8.2.1 Grievance: A grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms and provisions of this Agreement.
- 8.2.2 The Schedule of Line of Authority is marked Appendix "D" annexed hereto and made a part hereof.
- 8.2.3 The Immediate Supervisor: The administrator to whom the employee is directly responsible. The Chart of Line of Authority should be used to verify this information.
- 8.2.4 Employee: Any member of the administration directly employed and compensated by the Board of Education in a professionally certified area as defined in the Consolidated Education Laws and/or the Regulations of the commissioner of Education of the State of New York.
- 8.2.5 Employees' Representative: Any person selected by an employee to represent him regardless of the representative's occupation or profession.
- 8.2.6 Informal Proceedings: Those proceedings during the first step of the procedure with the immediate supervisor. These proceedings are usually oral in nature.
- 8.2.7 Formal Proceedings: Those proceedings during the second step of the procedure with the Superintendent upon appeal from the first, or informal stage. All phases of these proceedings

shall be completely documented.

- 8.2.8 Chart of Line of Authority: Chart approved by the Board of Education listing all positions in the school system with accompanying identification numbers, and after each position giving the numbers of the position of employees who represent the "Line of Authority".

### 8.3 Procedural Steps

Any employee who has a grievance and wishes to resolve that grievance shall follow the ensuing steps:

#### 8.3.1 Step One

8.3.1.1 (Informal) The proceedings are generally of an oral nature and the grievance shall be presented by the employee to his/her immediate supervisor as defined in the Chart of Line of Authority. Within no more than thirty (30) calendar days of the complained event or action, the employee will orally present a grievance to his immediate supervisor for informal discussion and recommendation. The immediate supervisor shall have five (5) days within which to resolve the matter.

8.3.1.2 (Formal) If the grievance is not satisfactorily resolved at Step 1, the employee will submit the grievance, in writing on the form shown in Appendix A to the immediate supervisor not later than five (5) days after the Step 1 determination is received or, if no determination is received, then not later than the fifth day after the expiration of the five-day period provided in Step 1. The immediate supervisor shall give the employee his decision in writing within five (5) days after the submission of the written grievance.

#### 8.3.2 Step Two

8.3.2.1 If the grievance is not resolved at Step One, the employee may, within a period of five (5) working days, initiate action under Step Two, by satisfying the following requirements:

8.3.2.1.1 Inform, in writing, the Superintendent of his intent to proceed to Step Two.

8.3.2.1.2 Present to the Superintendent, the grievance in writing, stating:

- I. The nature of the grievance.
- II. Historical background.
- III. Evidence supporting grievance.
- IV. Action taken thus far to resolve grievance.

V. Reason for dissatisfaction with action so far.

8.3.2.2 The Superintendent shall have the responsibility to:

8.3.2.2.1 Study the grievance presented.

8.3.2.2.2 Arrange the time, date, and place for a hearing within ten (10) working days after filing of said grievance and so notify the employee in writing. The purpose of the hearing is for the employee to present whatever information the employee determines is relevant to the merits of the grievance.

8.3.2.2.3 Pass upon any request for any extension of time for the hearing.

8.3.2.2.4 Preside at the hearing.

8.3.2.2.5 Render decision within five (5) working days and file written copy with employee.

NOTE: The Superintendent, at his discretion, may appoint a designee to preside at and render a decision for any hearing at Step Two.

8.3.3 Arbitration

8.3.3.1 The Association may invoke arbitration by filing with the Superintendent a demand for arbitration no later than ten (10) working days after the Step two decision is issued. The demand for arbitration shall specify the specific provisions of the Agreement alleged to be violated.

8.3.3.2 Within five (5) days after each notice of intent is filed, the Superintendent and the Association will agree on a mutually acceptable arbitrator who is competent in the area of grievance. Otherwise, the parties shall be bound by the rules of the American Arbitration Association in the selection of an arbitrator.

8.3.3.3 The selected arbitrator will hear the grievance within ten (10) days of his selection, if practicable, and will issue his decision no later than fourteen (14) calendar days, if practicable, from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues. The decision may be made public by mutual Agreement. The arbitrator shall have the authority

to interpret this Agreement as it applies to the grievance properly submitted to him, to decide whether or not the Agreement has been violated as alleged in the grievance, and if so to fashion an appropriate remedy. The arbitrator shall have no power to add to, subtract from or otherwise modify the Agreement.

8.3.3.4 The arbitrator's decision shall be binding on both parties and employee(s) involved.

8.3.3.5 Costs for the arbitrator's services and his expenses, if any, will be shared equally by the District and the Association.

## 9.0 TERMINATION OF EMPLOYMENT

- 9.1 When the Superintendent recommends dismissal of a probationary Administrator at the end of his probationary period, the Superintendent will give ninety (90) days advance notice of the intended recommendation and the date of the Board Meeting when said recommendation will be considered. No later than twenty-one (21) days prior to the meeting, the administrator upon written request will be furnished a written statement of the reason for such recommendation within seven (7) days after receipt of the request.
- 9.2 The dismissal of any administrator prior to consideration of appointment to tenure shall be for just and proper cause.
- 9.3 A decision which is adverse to the Administrator shall not prevent Any appeal there from by the Administrator under applicable provisions of any law.
- 9.4 If an administrator is excessed due to the position being abolished, and he/she has been provided health/dental care insurance by the District, then such insurance shall be continued at the same level provided immediately prior to the termination for a period of six (6) months from the date of termination, or until commencement of new employment, whichever comes first. An administrator who is excessed and fails to secure new employment within six (6) months may enroll at his/her own expense in the District's health insurance program, provided the premiums are paid in advance.

## 10.0 GENERAL PROVISIONS

- 10.1 The Association shall have the privilege of using District school facilities and audio visual equipment which request shall follow the normal District policies and procedures in effect.
- 10.2 Nothing contained in this Agreement shall be construed to violate the rights of any individual or his or the employer's right to seek relief under Judicial Review.
- 10.3 Each Administrator and Supervisor shall have the right to review and add to the contents of his/her own personnel file exclusive of

reference information pertaining to that time prior to initial hiring. No materials shall be entered in the personnel folder

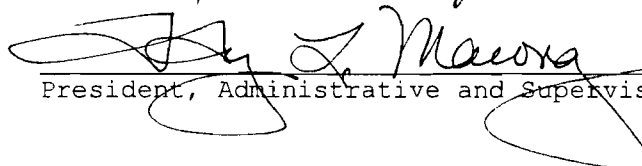
unless it has been signed by the person making the entry and the administrator or supervisor.

- 10.4 The Building Administrator shall have the right to interview and evaluate all employee applicants for his/her building. If the District does not accept his/her recommendation on hiring, the respective Administrator, if he/she chooses, shall have the right to submit a written statement to the District outlining his/her reason(s) for disagreeing with the hiring decision.
- 10.5 A list of the officers of the Association is to be submitted to the Superintendent by July 1.
- 10.6 Each Administrator shall receive board Agenda Sheet at least two (2) working days prior to the Meeting.
- 10.7 A copy of all non-privileged communications sent or given to the Board by the Superintendent will be sent to the officers of the Association at the same time.
- 10.8 No later than April 1 of the year that this Agreement expires, negotiations shall begin for a successor Agreement at a mutually agreeable time between representatives of the Frontier Central Administrative and Supervisory Association and the Frontier Central School District.
- 10.9 Each Administrator shall receive Board Minutes within two weeks of the day of the Board Meeting.
- 10.10 Plans for significant changes in job assignments of administrators shall include input from the involved administrator.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first written.

Date February 5, 2004

By   
Superintendent of School

  
President, Administrative and Supervisory Association