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BUS / 4668

AGREEMENT

Between

**THE
BYRON-BERGEN CENTRAL SCHOOL
DISTRICT**

and

**THE
BYRON-BERGEN BUS DRIVERS'
ASSOCIATION**

July 1, 2010 to June 30, 2012

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 07 2011

ADMINISTRATION

December 16, 2010

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Preamble

The Board of Education of the Byron-Bergen Central School District (hereinafter referred to as the "Board") and the Byron-Bergen Bus Drivers' Association (hereinafter referred to as "Association") recognize that it is their function to maintain a smooth running operation to the highest possible degree.

Believing that the functions of the Association are realized to the fullest when mutual understanding, cooperation and effective communication exists between the Board and the Bus Drivers' Association and in consideration of the agreements, understandings, and terms and conditions contained herein, the parties agree as follows.

ARTICLE 1

Recognition and No Strike

Section A

Pursuant to the New York State Public Employees Fair Employment Act, the Byron-Bergen Bus Drivers' Association is the exclusive negotiating representative of all regular Contract Drivers, excluding supervisory personnel, employed by the District.

Section B

The Bus Drivers' Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Bus Drivers' Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

Section C

It is understood and agreed that bus drivers have a right to join the Bus Drivers' Association, and that membership in the Bus Drivers' Association is not and shall not be a condition or prerequisite for the employment or the continuation of employment of any employee.

Section D

The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of dues and agency fees.

ARTICLE 2

Grievance Procedure

Section A

Declaration or Purpose

It is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures where they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

Section B

Definitions

1. A Grievance shall be defined as a complaint by an affected member of the contract unit that there has been a violation, misinterpretation or misapplication of a provision of the agreement.
2. The Chief School Officer is the Superintendent of Schools.
3. Byron-Bergen Bus Drivers' Association shall mean Bus Drivers' Association.
4. Aggrieved party shall mean any person or group of persons in the contract unit filing a grievance.

5. Party in Interest shall mean the grievant's representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
6. Working Day – A working day is any day the school's business office is open.

Section C

General Principles

1. All grievances shall include the name and position of the aggrieved party; the Article and Section which has allegedly been violated, misinterpreted or misapplied; the time when, and the place where, the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. All decisions shall be rendered in writing at each step of the grievance procedure.
3. Each individual who wishes to have a grievance considered under the procedure hereby established must initiate and carry through the necessary procedures on his own behalf. However, where the grievance or an appeal seems to involve a similar situation for a number of employees and appears to involve system wide policies, it may be submitted by the Association directly at Stage 3 of the grievance procedure as described below.
4. The preparation and processing of grievances shall be arranged to avoid interruption of the work day.
5. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance formally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

Section D

Time Limits

1. Since it is important to maintain a good working relationship each party agrees grievances are to be processed as rapidly as possible. Every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the Article shall be barred.

3. Failure at any stage of this grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Bus Drivers' Association within the specified time shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section E
Stages

STAGE 1: Supervisor - Informal

- a. As soon as possible, but no later than five (5) working days after the aggrieved party knew of the act or condition on which the grievance is based, such aggrieved party shall present a written grievance to his/her supervisor with the objective of resolving the matter through discussion with his/her supervisor informally.
- b. Within five (5) working days after such discussion the supervisor shall give his/her answer to the aggrieved party.

STAGE 2: Business Official - Written

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the Business Official within two (2) working days after the supervisor has given his/her answer in Section E "Stage 1" above.
- b. Within five (5) working days thereafter, the Business Official shall render a decision in writing and present it to the aggrieved party, his/her representative, if any; and the Bus Drivers' Association.

STAGE 3: Chief School Officer

- a. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within two (2) working days after the conclusion of Stage 2, forward the grievance to the Chief School Officer.
- b. Within seven (7) working days after receipt of the appeal, the Chief School Officer or his duly authorized representative, shall meet with the employee and his/her representative and all other parties in interest.
- c. The Chief School Officer shall render a decision in writing to the aggrieved party, and his representative within three (3) working days after the conclusion of the meeting.

STAGE 4: Arbitration

- a. If the grievance is not resolved at Stage 3 above and the aggrieved party wishes to pursue the grievance to arbitration then within fifteen (15) working days after the Chief School Officer has rendered his decision at Stage 4 above, the aggrieved party and/or the Bus Drivers' Association shall submit a written notice to the Chief School Officer of its intent to proceed to arbitration.
- b. Within five working (5) days, the Chief School Officer and the Association shall select a mutually acceptable arbitrator. If the parties are unable to do so, they shall make a joint request to the American Arbitration Association for a list of arbitrators, pursuant to the rules of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his decision in accordance with the rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to add to, subtract from, or modify any provision of this agreement.
- e. The arbitrator's award will be advisory only, unless each party notifies the other party within five working days that the award is acceptable, in which case the arbitrator's award will be deemed final. If either party finds the award to be unacceptable the award will be reviewed in accordance with Stage 5.
- f. The cost for the service of the arbitrator, including expenses, if any, will be borne equally by the School District and the Bus Drivers' Association.
- g. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- h. No arbitrator shall decide more than one (1) grievance at the same hearing except by mutual agreement in writing between the Bus Drivers' Association and the Chief School Officer.

STAGE 5: Board of Education

In the event the grievance is not satisfactorily resolved under STAGE 4, a request for review before the Board of Education in writing may be made by any party that does not accept the advisory award within thirty (30) calendar days from the date of the receipt of the arbitrator's decision.

The Board shall review the advisory award at a meeting in executive session at which time both sides may appear and present oral and written statements and/or argument. Written statements and argument shall be presented to the Clerk of the Board prior to any such review meeting.

Thereafter, the Board shall make a decision in writing within thirty (30) calendar days from the conclusion of the review meeting, informing all parties of its decision. The Board's decision shall be final and binding upon both parties.

ARTICLE 3 **Employee Definition**

1. Contract Driver
 - a. A Contract Driver is one who is employed for a minimum of five (5) hours per day and is responsible for a regular HS/MS/ES school AM and PM run. This also includes one (1) HS/MS and parochial run; one (1) BOCES run (including two (2) AM; one (1) midday, and one (1) PM trip).
 - b. The District will issue only one (1) contract per full time route.

ARTICLE 4 **Seniority and Absence from Work**

1. Seniority is continuous service with the District, beginning with the first day on the payroll as a contract driver. It includes all time on the payroll, but does not include unpaid leaves of absence, during the period of continuous service.
2. In the event of promotions or transfers, seniority shall be considered by the Board, provided that physical fitness, knowledge, skill and efficiency on the job are equal as recommended by the transportation coordinator and approved by the Board of Education.
3. In the event of a reduction of staff, layoffs will be made in reverse order of seniority. Drivers will be recalled in order of seniority. Any driver who is laid off because of a reduction of staff, will be placed at the top of the substitute list and called to substitute in order of seniority.
4. The probationary period will begin when a driver is awarded a contract for a regular run. The probationary period for unit employees shall be twenty-six (26) consecutive weeks of work on the job. Probation time shall be credited to the employee for the purpose of computing seniority credit for any school year. No employee may accumulate in excess of one (1) year of seniority credit for any school year.
5. An employee's continuous service and his/her seniority rights shall be terminated by the following:
 1. Discharge
 2. Retirement
 3. Resignation

6. Failure to report to work without notifying an immediate supervisor or the Business Official in advance of the reason for such absence, or failure to return from an approved leave of absence on the scheduled date of return, or failure to report to work on the agreed date of recall from layoff shall be considered a resignation effective the first day of such absence or layoff. If an emergency occurs, employees are required to complete an absentee report immediately upon return.
7. Employees on approved leaves of absence shall not gain seniority while on leave. When an employee returns from leave, they will reassume the seniority rights they had at the beginning of their leave.

ARTICLE 5

Leaves

Section A

Sick Leave

1. After three (3) days of absence, a doctor's certificate stating the type of illness must be submitted to the Transportation Coordinator.
2. Absence forms will be filled out explaining reasons for absence on the first day back to work.
3. First year contract drivers will receive one (1) sick day for every school calendar month of work completed (up to a total of 10 days). Contract drivers with more than one year of experience with the District will receive 12 sick days at the outset of each year, with the privilege of accumulating 200 days.
4. All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family Medical Leave Act (FMLA) where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than FMLA.

Employees will be required to complete and return FMLA leave documentation from the employer including appropriate medical certification under the FMLA.

Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days.

5. A total number of a driver's accumulated sick leave days shall be listed on his/her wage agreement each school year.
6. Leave of absence may be given a contract driver without pay for a legitimate reason. Request must be from a contract driver who has worked for the District one (1) year or more, on approval of the Board, providing a qualified replacement may be found.

7. Leaves of absence shall not be used to extend a vacation or holiday without the written authorization of the Transportation Coordinator and the Superintendent of Schools. No seniority is gained on leaves without pay.

Section B

Emergency Leave

Up to five (5) days of emergency leave per year, non-cumulative, are available for contract drivers to cover absences from work which are absolutely necessary for the following reasons:

1. Bereavement
Bereavement leave may be used in the event of a death in the employee's immediate family. "Immediate family" is defined in item 3 below. Where an employee has exhausted five (5) days of emergency leave for purposes of bereavement and/or family illness, an employee may apply to the Superintendent for additional days. Such days must be deducted from accumulated sick days.
2. Family Illness
The employee may use up to five (5) days of his/her sick leave as described in Article 5, Section A, 3. to care for the illness of the immediate family members (defined in Article 5, Section B, 3.).
3. Definition of Immediate Family
Immediate family shall be defined as employee's father, mother, brother, sister, spouse, children, grandparent, grandchild, immediate in-laws, stepchild, or anyone for whom employee is considered legal guardian.

Section C

Personal Leave

1. Contract drivers shall receive three (3) days annually. These days are non-accumulative.
2. Personal leave is defined as that leave granted to conduct personal business that cannot be transacted at any time other than during the regular workday. Personal leave will not be granted to extend a holiday or vacation period.
3. Personal leave request forms must be submitted at least four (4) days prior to scheduled personal leave.
4. Unused personal leave days will be added to the unit member's sick leave accumulation at the end of each school year.

ARTICLE 6

Jury Duty

Jury Duty Any contract driver called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena (except for a legal proceeding involving the contract driver or an arbitration under this agreement) shall be allowed his/her full pay as an employee of the District for a total of up to ten (10) school days per year.

No deduction from pay or benefits will be made as a result of a contract driver being absent for jury duty.

A contract driver who is excused from jury duty before or during the workday shall be required to return to work as long as he/she can report at least three (3) hours prior to the end of his/her scheduled work day.

ARTICLE 7

Medical Insurance

1. Any eligible contract driver employed before July 1, 1996, will contribute 12% of the applicable premiums for medical, prescription and/or dental insurance they participate in which is provided by the District.

This includes those who were hired prior to July 1, 1996, with one hundred (100) days or more of service with the District.

Any contract driver hired after July 1, 1996 who is eligible for health insurance will pay twenty percent (20%) of their health insurance premium. This sum will be deducted from their annual salary.

2. Effective July 1, 2010, all newly hired contract drivers will enroll in the Genesee Area Healthcare Plan GAHP D-2 health insurance plan and contribute twenty percent (20%) toward the medical, prescription and dental health insurance premiums.
3. Contract drivers hired prior to July 1, 2010, may opt to participate in the GAHP D-2 Plan. Contract drivers who opt to participate in the GAHP D-2 plan may not return to their prior coverage provided by the District under the GAHP PPO plan.
4. There shall be provided a buyout option of \$1,000 per year for contract drivers who choose not to take the district health insurance plan and provide proof they are enrolled in a non-school sponsored health insurance program. This buy out shall be paid in equal \$500 amounts in the last paycheck of December and last paycheck in June. In a case where the District employs a contract driver and spouse, the contract driver or spouse may enroll in the District's health care program, however, the contract driver is not eligible for the buyout if the spouse enrolls in the health care program. Contract drivers are to be permitted to re-enroll upon change in circumstances whereby they are no longer covered under other insurance or where such coverage has been discontinued, but will be required to forfeit or repay a prorated amount of the buyout. Contract drivers may also change their election during an open enrollment period.

ARTICLE 8

Personnel File

Upon request of any employee at reasonable times, an employee shall be allowed to view in the presence of the District Clerk or his/her designee, any material in the employee's personnel file, except confidential references. No material, except confidential references, derogatory to the employee's conduct, service, character or personality shall be placed in his/her personnel file unless such employee has been notified of its existence and has had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

Confidential references are the references utilized by the District in reviewing an applicant for a position.

ARTICLE 9

Accumulated Sick Leave Benefit

When a Unit Member is eligible to retire under the New York State Retirement Plan and has twelve (12) or more years as a contract driver with the District, the following benefit will be made available.

For every accumulated sick day the contract driver will be granted one (1) days' pay (the value of a day's pay will be determined by dividing the final year salary by 182). This money can be taken in any one (1) of the following ways.

1. Three (3) annual payments made in equal amounts each of the first three (3) years following retirement. One payment per year.
2. District health insurance payments for the contract driver (single or family plan) until the fund is exhausted.

If the retiree dies prior to receiving the entire amount in cash or benefits, the remaining sum will be paid to his/her designated beneficiary.

ARTICLE 10
Wage

Section A

Bus Driver Wages – Step System:

1.

Step 1: 1st year driver	2010-11	2011-12
Annualized salary	\$ 17,837.42	\$ 18,194.17
Hourly rate	\$ 19.82	\$ 20.22
Percentage increase	3.00%	2.00%
Step 2: Driver beginning their 2nd year and ending their 6th year		
Annualized salary	\$ 21,192.97	\$ 21,616.83
Hourly rate	\$ 23.55	\$ 24.02
Percentage increase	3.00%	2.00%
Step 3: Driver beginning their 7th year and ending their 11th year		
Annualized salary	\$ 21,634.49	\$ 22,067.18
Hourly rate	\$ 24.04	\$ 24.52
Percentage increase	3.00%	2.00%
Step 4: Driver beginning their 12th year or more		
Annualized salary	\$ 22,223.19	\$ 22,667.65
Hourly rate	\$ 24.69	\$ 25.19
Percentage increase	3.00%	2.00%

2. Longevity

Effective July 1, 2000, each bus driver who has completed 10 years of service in the department will receive an annual longevity stipend of the amount indicated on the chart below payable in a separate paycheck.

<u>Years of service</u>	10	\$	300.00
	15	\$	350.00
	20	\$	400.00
	25	\$	450.00
	25+	\$	500.00

3. Anniversary Date

All new employees will be placed on a July 1 anniversary date placing them on the first step of their respective salary schedule if they are employed between July 1 and December 31 or by retaining them on the current step of their respective salary schedule if they are employed between January 1 and June 30.

4. Extra work in transportation shall be equal to the hourly field trip pay. Not to include secretarial or custodial work.
5. Required driving school will be the same pay as field trip pay.
6. A driver who works more than forty (40) hours including paid leave time off during the week will be paid overtime.
7. Vehicle and Traffic Law §19-A Training performed by unit members will be paid at the driver's regular hourly rate.

Section B

Field/Athletics/Extra Duty Trips/Substitute Pay

1. Rate of Pay = \$ 14.00.
2. Field Trips are defined as any bus trip other than the four trip regular contract runs that has been assigned a trip number. Contract drivers will be able to take field trips between 8:45 AM to 2:15 PM, after 4:30 PM, weekends and trips that are not filled by substitute drivers. The Route 15 contract driver cannot take trips during the contract day, but will be able to take trips after the final contract run for the day. If a Field Trip goes overnight it is considered one (1) trip. If a Field Trip request is for two (2) days, each day is considered a separate trip.
3. If there is a conflict between a Field Trip and a driver's contract regular run, the contract driver will be expected to take their regular run.
4. Reasonable notice for a field trip will be notice given on the day or more prior to the trip date.

5. Given reasonable notice, if a driver must refuse a field trip, the driver must wait for his/her next turn on the wheel before being offered another trip.
6. Given reasonable notice, the driver will in turn give a response to the transportation coordinator as soon as possible and within two (2) hours or less (not including drive time) so that the next driver in line can receive reasonable notice. Failure to notify the transportation coordinator within the time limit will be treated as a refusal.
7. If a driver is asked for a trip on the same day as the trip occurs, whether he/she accepts or refuses it, he/she will remain on the wheel for the next unassigned trip.
8. Drivers must stay with the bus or attend the event. If a driver must be away from the bus or event the driver will provide the lead advisor his/her cellular telephone number. A driver may leave the event only with the approval of the transportation coordinator.
9. The hourly rate, stated in A above, will be paid during the period from 9:00 AM to 2:00 PM and after 4:30 PM on school days, days off when trips are scheduled and weekends for all Field Trips. Overnight trips will be paid the hourly rate stated in A above for all on duty time which will include driving and stand-by time. No overtime will be given on Saturday, Sunday, or holidays.
10. Meal Reimbursement = \$ 8.00 maximum w/receipt. A field trip that extends two (2) hours past regular contract hours (11:00 am or 6:30 pm). A driver will be entitled to a reimbursed meal for the term of the day's trip. A fully itemized receipt must be included with the claim form; sales tax will not be included.
11. Bus drivers will be paid for up to thirty (30) minutes of time spent preparing and cleaning the bus for field trips, excluding the contract work shift of 6.30-9:00 AM and 2:00-4:30 PM. Failure to clean the bus following a trip will result in the drivers' name being skipped over in the next trip assignment on the wheel.
12. If a field trip's time of pick up has changed without proper notice to the driver of one (1) hour or more, the driver will be paid a maximum of 1.5 hours of wait time.
13. Field trips requiring a group or team drop-off and stand by for a call to return to pick up shall be paid a minimum of five (5) hours.
14. If a field trip, once assigned is cancelled the driver assigned will be the first to pick the next assigned field trip without going to the wheel.
15. Extra duty is defined as travel other than regular/contract runs, field trips and athletic trips including, but not limited to, swimming, football, transport of buses, meetings, refreshers, etc.

Any deviation from any of these points can be agreed upon on a case by case basis between the Transportation Coordinator and the Association Officers and not to be deemed as past practice or precedent setting for future issues.

Section C

1. All Drivers will daily pre and post trip their assigned bus, fuel and keep the inside of the bus clean.

For purposes of this section, cleaning shall mean:

- a. Removing items between seats
 - b. Sweeping the bus
 - c. Washing all windows with the exception of passenger windows
 - d. All other interior cleaning to prepare bus for DOT inspection
 - When preparing the bus for DOT inspection, you will be paid at the extra duty rate (one hour maximum).
2. As a route becomes available during the school year and prior to March 31st, it will be posted for bid. Each contract driver will have the option to bid on the available route or routes. The senior contract driver requesting the route affected will be assigned. This process will continue until all affected routes are filled. If a route is left open after this procedure it may be then filled by a qualified substitute driver.

3. Special Trips

- a. The District may assign occasional driver trips involving the number of students that may fit in a van (up to seven (7) students) at the discretion of the Transportation Coordinator and must have taken driver training class with 19A instruction.
- b. School groups have the option to contract a commercial bus line with the approval of the Association's officers. However, this approval is not needed for State athletic events, senior events, whale watch trips or similar programs.

4. Summer Clean/Routes

- a. Summer Cleaning - Each driver has the opportunity to clean their own bus during the summer. If a driver chooses not to clean their own bus, other contract drivers are offered the option to clean it (by seniority). The rates for summer cleaning are:

Rate per fleet vehicle	Van/Car	\$	65.00
	Mini Bus	\$	95.00
	Regular Bus	\$	140.00

- b. Summer Routes – Summer routes will be assigned based on seniority, attendance and job performance as determined by the Transportation Coordinator.
5. Each driver will complete and turn in all required paperwork (daily sheets, monthly reports, absence sheets) and keep route books up to date. (Each driver shall report to the appropriate person prior to starting each shift.)

ARTICLE 11
Preemptory Provisions

If any provision of the Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to this extent permitted by law. All other provisions shall continue in full force and effect until amended or appealed.

All rights, powers and authority which the Board had prior to entering into this Agreement are retained by the Board, except as those rights which are expressly and specifically limited by the Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any right, power or authority.

ARTICLE 12
Alteration of Agreement

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the District, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this agreement by either party shall not constitute a waiver of all the terms and conditions herein.

ARTICLE 13
Complete Agreement

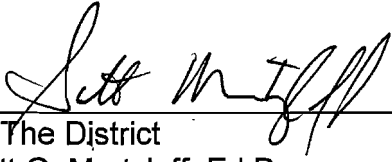
With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, prior to December 2, 2010.

All agreements shall be in writing. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to the Agreement.

ARTICLE 14
Legislative Approval

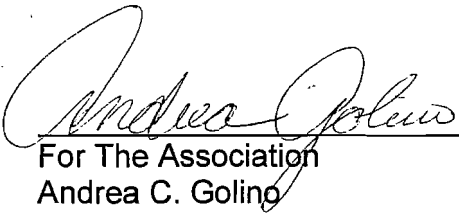
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Signature Page



For The District
Scott G. Martzloff, Ed.D.
Superintendent of Schools

Dated: 12/20/10



For The Association
Andrea C. Golino
President

Dated: 12/17/10