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Contract Database Metadata Elements

Title: **Newfane Central School District and Administrative Council of Newfane Central School District (2003)**

Employer Name: **Newfane Central School District**

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

Local:

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ADI/5744

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2003 - 2006 AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS

of the

NEWFANE CENTRAL SCHOOL DISTRICT

and

THE ADMINISTRATIVE COUNCIL

of the

NEWFANE CENTRAL SCHOOL DISTRICT

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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District Administrative Council Agreement, 2003-06

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

PREAMBLE

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I CONCERNING THIS AGREEMENT

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

1.1.1 "District" means the Newfane Central School District including its Board of Education as its governing body.

1.1.2 "Board" means the Board of Education of the District.

1.1.3 "Superintendent" means the person appointed by the Board as Superintendent of Schools of the District.

1.1.4 "Bargaining Unit" means all New York State Education Department (NYS SED) certified administrators except the Superintendent of Schools and the School Business Administrator.

1.1.5 "Council" means the Administrative Council of the District.

1.1.6 "Party" means the District or the Council.

1.1.7 "Parties" means the District and the Council.

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

1.2 Underlying Considerations:

1.2.1 Term of Agreement. This Agreement shall become effective on its date of execution and shall be retroactive to July 1, 2003 for salary, waiver, and flex purposes. All other provisions shall correspond to the execution date. This agreement shall remain in full force and effect until June 30, 2006.

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

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

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

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

**ARTICLE II
WORKING CONDITIONS**

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

2.1.1 Ten (10) months, September 1 through June 30 annually exclusive of usual school holidays and recess periods as defined by the officially adopted school calendar; and

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

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

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

ARTICLE III COMPENSATION MATTERS

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

- 3.2 Mileage. When any administrator is required to travel in the exercise of his/her assigned duties, and when a school car is not available for such travel, the administrator shall be reimbursed at the rate per mile prescribed by the Board. One round trip to and from home per day may not be included.
- 3.3 Tax Deferred Annuity Program. All administrative employees are eligible to participate in a tax deferred annuity plan selected by the employee. The District, at the request of the administrator and in accordance with State law, shall deduct from the salary of the employee the sum authorized, and transmit said sum to the appropriate agency per the agency billing cycle. Except in the case of emergency, said deductions shall be forwarded on the pay date that it is made.
- 3.4 Coordination of Benefits. Each administrator shall receive life and health insurance coverage, terminal pay, and other fringe and personal benefits accorded to other bargaining unit employees of the District. Any improvements in fringe benefits as may be developed through bargaining or provided on any other basis to bargaining unit personnel will automatically apply to the administrators.

ARTICLE IV LEAVES OF ABSENCE

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

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

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

- 4.4.4 Accumulation. Personal leave not used during any year shall be added to accumulated sick leave.
- 4.5 Temporary Leaves. Temporary leaves of absence with full pay and allowances and no deductions from sick leave or personal leave shall be granted administrators for the following purposes:
- 4.5.1 Bereavement. To be absent during the time following the death of a member of the immediate family but not in excess of five (5) days. Two (2) additional days may be taken to attend bereavement events for non-family members.
- 4.5.2 Religious Holidays. To observe customary and traditional religious holidays where absence or abstention from work is required or customary, but not in excess of three (3) days annually, nor when notice is not given at least two (2) days prior to such leave.
- 4.5.3 Jury Duty. To perform jury duty or other service required by law, court order, or other governmental authority beyond the control of the individual and necessitating absence from duty. However, during such service, the administrator shall be required to perform the duties of his/her position when feasible.
- 4.5.4 Graduation. To attend his/her own graduation or ceremonies at which he/she is recipient of an award or special honor, not in excess of one (1) day. A second day may be authorized, without pay, if required.
- 4.6 Sabbatical Leave.
- 4.6.1 Purpose. Sabbatical Leaves are granted for the purpose of professional growth through advance study, research, travel, and other such endeavors. Fairness and equality in granting leaves require that sabbatical leaves be used for the purpose for which they are granted. The time should be used in such a way as to improve the professional competence of an individual, and therefore, enhance his/her value to the District. Sabbatical leaves may be awarded to administrative staff members who have five (5) consecutive years of administrative experience in the District and who are recommended by the Superintendent and approved by the Board of Education. Sabbatical leave will be limited to a maximum of one (1) administrator at any time. The duration of the leave period shall be one (1) year or one-half (1/2) year.
- 4.6.2 Duration (Five (5) Years in District but Less Than Ten (10)). The duration of sabbatical leave for an administrator with five (5) or more consecutive years of administrative service in the District but less than ten (10) consecutive years of administrative service in the District shall not be in excess of either a period of one-half (1/2) year at full pay or one (1) year at half pay according to the formula hereinafter stated.

- 4.6.3 Duration (Ten (10) or More Years in District). The duration of sabbatical leave for an administrator with ten (10) or more consecutive years of administrative service in the District shall not be in excess of one (1) year at full pay.
- 4.6.4 Rights and Benefits During Leave. The employee granted such leave shall be considered an employee of the District and shall be eligible for all rights and benefits of the District's professional employees.
- 4.6.5 Application Deadline. The deadline for filing applications with the Superintendent for sabbatical leave shall be March 1, prior to the school year in which leave will be taken.
- 4.6.6 Granting of Leave. Sabbatical leave shall be granted only to administrators who are permanently certified.
- 4.6.7 Remuneration. Administrators on sabbatical leave will be paid on the regular pay periods for that year or half year. If the administrator leaves any time during the period of one year after a sabbatical, he/she will reimburse the District for the cost of his/her sabbatical on a pro-rated basis for each month less than a year that he/she works after taking the sabbatical.

ARTICLE V EMPLOYEE BENEFITS

5.1 Flexible Benefits Plan.

- 5.1.1 Health Insurance Options. The District shall offer two (2) health insurance plans; one dental plan and a flexible benefit plan to employees. Those employees electing not to participate in one of the two health insurance plans shall be eligible for a waiver payment. The District will make available the following health insurance options to eligible employees.
- 5.1.1.1 **The Orleans-Niagara BOCES Wholehealth Plan of Blue Cross & Blue Shield of Western New York, including the following:**
- a) \$150 Single/\$300 Family Deductible for outpatient medical;
 - b) Co-payment after deductible. The health insurance plan shall pay 80% of the next \$750 (single), \$1,500 (family) eligible outpatient expenses after the deductible is met.
 - c) \$0.00 co-pay for Generic prescriptions, \$5.00 co-pay for brand name prescription, and \$5.00 co-pay for a ninety (90) day supply of maintenance medications. (Prescription plans include contraceptives);
 - d) \$50.00 co-pay for non-emergency use of a hospital emergency room; and

- e) Riders: Hospice, Managed Care, Rider 8 – Dependent to age 23, Rider 18 – Well Baby Care, Rider 35 – Outpatient Psychiatric

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

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

Effective with the execution of this Agreement, all new administration covered under the provisions of this Agreement will be limited to the health insurance option provided in 5.1.1.2 above (Choice Plan).

5.1.2 Dental Coverage. The District shall offer the Blue Cross Hi-option Dental Program with riders A, B, C, D.

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

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

5.1.4 Funding. For full-time Administrators, the District will contribute 100% of the cost of the Health Insurance premiums (single, married and family, or married couple as the case may be). For part-time administrators the District will contribute a percentage of single, family or couple premiums equal to the employee's level (e.g. 4/5ths employment would yield an 80% contribution). Employees shall earn a full year of health and dental coverage for completion of a full-year of work.

5.1.4.1 Dental Insurance. Employees may opt to enroll in the dental program at their own cost annually on January 1st.

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

Single:	\$ 400
Married Couple:	\$ 700
Married Family:	\$ 800

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

5.2 Duplicate Health Insurance.

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

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

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

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

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

- \$3,200 for waiver of the family plan; or
- \$1,000 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the District).

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

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

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

5.3 Health Insurance for Retired Employees. Administrators who retire under the NYS Teacher Retirement System shall have their single, couple, or family health insurance coverage paid for a fifteen-year period from the date of their retirement. In the event of an administrator's death, these benefits would transfer to the surviving spouse.

5.4 Severance Pay.

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

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

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

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

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

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

(See 5.4 Severance Document attached)

5.5 Benefit Limitations. The benefits contained in sections 5.3 and 5.4 above shall be denied to any member of the bargaining unit who is dismissed for cause pursuant to a hearing conducted in accordance with section 3020a of Education Law.

5.6 Retirement System Loans. The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the Retirement System and forward such credit to the Retirement System in accordance with existing policy.

5.7 Membership Fees. The District will pay membership fees for SAANYS and one National Council for each full-time administrator.

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

5.8 Life Insurance.
Each administrator shall be covered by a term group life insurance policy paid for by the District. The amount of said coverage shall be as shown in Schedule A attached here to.

Said insurance shall be paid for by the District during the period of the employee's employment with the District. Upon termination of employment, said coverage shall terminate. There shall be no other obligation on the part of the District except in cases of retirement under the New York State Teacher's Retirement System.

Should an administrator retire from the District, under the New York State Teachers Retirement System, he/she may keep the term life coverage in effect by making appropriate full premium payments to the District to cover the annual cost of the insurance.

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

5.10 Graduate Studies. Annually, administrators shall be reimbursed for up to 50% of their expenses for graduate study from an accredited institution in the field of educational administration and supervision. However, said reimbursement shall be taxable and shall not exceed \$1,000.

ARTICLE VI DISPUTE RESOLUTION PROCEDURE

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

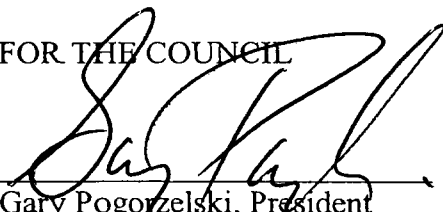
- 6.2 A grievance shall be presented at STEP 1 within fifteen (15) calendar days after the aggrieved party knew or should have known of the act upon which the alleged grievance is based.
- 6.3 Any administrator having a grievance may discuss it with the Superintendent directly or through a representative of the Council, with the view of setting the grievance informally, prior to STEP 1.
- 6.4 STEP 1 – If the grievance is not resolved informally within the fifteen (15) day period specified above, it shall be reduced to writing and submitted to the Superintendent who shall render a written decision within seven (7) calendar days.
- 6.5 STEP 2 – If the grievance is not resolved within seven (7) calendar days after the Superintendent has rendered a written decision, or the due date of such decision if none is provided, it shall be submitted to the Board for resolution at its next regular meeting if requested by the aggrieved party or the Council.
- 6.6 STEP 3 - If the grievance is not resolved by the Board at its next regular meeting or within fourteen (14) calendar days thereafter, the Council may, within twenty-eight (28) calendar days after the Board meeting, submit the grievance to binding arbitration.
- 6.6.1 The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Council by either party. The parties shall be bound by the rules and procedures of the American Arbitration Council in both the selection of the arbitrator and the arbitration.
- 6.6.2 The arbitrator shall have authority only to interpret, apply, or determine compliance with the provisions of this agreement. The arbitrator shall have no authority to add to, detract from, or amend in any way the provisions of this agreement.
- 6.6.3 The decision of the arbitrator shall be advisory only.
- 6.6.4 The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Council.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____ 2004.

FOR THE DISTRICT

 Dr. James Mills, Ph.D.
 Superintendent of Schools

FOR THE COUNCIL


 Gary Pogorzelski, President
 Newfane Administrative Council

SCHEDULE A
20 YEAR TERM LIFE

Burley	\$250,000
Cavaretta	\$250,000
Nagle	\$250,000
Pogorzelski	\$250,000
Waclawek	\$250,000
Bower	\$100,000
Young	\$100,000

SCHEDULE B

Salaries are determined by level of responsibility, and years of service related to position.

Level 1 – District Level Responsibilities

	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
Pogorzelski	\$95,925	\$98,802	\$102,260

Level 2 – Middle or High School Responsibilities

Burley	\$81,344	\$83,784	\$ 86,717
Waclawek	\$94,206	\$97,032	\$100,428

Level 3 – Elementary Level Responsibilities

Nagle	\$81,344	\$83,784	\$ 86,716
Cavaretta	\$72,780	\$74,963	\$ 77,587

Level 4 – Asst. Principal Responsibilities

Bower	\$66,409	\$68,401	\$ 70,795
Young	N/A	\$68,401	\$ 70,795

“5.4 SEVERANCE PAY DOCUMENT”

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

The agreed upon figures for this calculation are as follows:

Sick leave days credited: _____ (a)
Minus 100 days: -100
_____ (b)

Annual Salary of: _____ (c) =
Divided by: 480 _____ (d)

Severance Pay Amount: \$20,000 (e)

Amount Available to Purchase Health Ins \$ _____ (f)

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

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

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

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

Date

Signed

Date

Acknowledged by _____
Superintendent of Schools

MEMORANDUM OF AGREEMENT

Split Value Life Insurance

This Agreement represents a contractual understanding between the Newfane Administrators Council, herein after, "Council" and the Newfane Central School District, Board of Education, and Superintendent of Schools, herein after "Board" regarding the transition from Split Dollar Life Insurance under the collective bargaining agreement in affect between the parties, and the installation of a new provision for Term Life Insurance.

WHEREAS, both parties have agreed to delete Section 5.8 regarding Split Dollar Life Insurance, and

WHEREAS, there is "cash value" remaining on various policies which the Board has a property interest, and

WHEREAS, the parties have agreed to terminate the split value policies with New York Life Insurance Company and recover the cash value, and

WHEREAS, the District has paid premium payments to New York Life on behalf of various administrators who are members of the Council, and

WHEREAS, New York Life Insurance Company, via their agent, has provided various cash value amounts on each policy as follows:

Burley	\$302.95
Nagle	\$7,340
Pogorzelski	\$7,667
Waclawek	\$6,795

WHEREAS, the percent of contribution made by each administrator has been determined to be as follows:

Burley	9%
Nagle	14%
Pogorzelski	8.7%
Waclawek	13%

1. Each administrator identified above shall recover the percentage of their contribution as their share of the cash value. Therefore, the calculation for recovery shall be:

Burley	9% of \$302.95	\$27.00
Nagle	14% of \$7,340	\$1,028.00
Pogorzelski	8.7% of \$7,667	\$667.00
Waclawek	13% of \$6,795	\$884.00

2. The District shall recover the balance on each account representing their share of the contribution. The amounts for each account shall be:

Burley	\$275.95
Nagle	\$6,312.00
Pogorzelski	\$7,000.00
Waclawek	\$5,911.00
Total Recovery to District	\$19,498.95

3. Upon the execution of this Agreement, each administrator will apply for Term Insurance as provided for by the District under a new Section 5.8 provision. Said administrator shall undergo the prerequisite screening required by the insurance company in order to determine qualification for Term Life Insurance.
4. Should any administrator named above, after making a good-faith effort, qualify for such insurance be rejected, he/she shall not be obligated to turn in his/her split life policy as provided for above.

However, in such case, the District's contribution to said split value life insurance shall be immediately and permanently adjusted to reflect only the amount the District would be obligated to pay for term life insurance as specified in Section 5.8.


Individual terms, in a separate agreement, shall be developed to make the necessary policy adjustments as may be applicable.

5. Upon receipt of verification of term insurance coverage, each administrator shall be responsible to terminate his/her split life insurance policy with New York Life Insurance Company and to secure the "cash surrender value." Such termination shall take place within thirty (30) days.
6. Upon receipt of the check for the cash surrender value if the policy from New York Life Insurance Co., the administrators must forward a check made payable to the Newfane Central School District for the amount specified above as the District's share.
7. In the event that the figures above prove to be inaccurate as a result of amended calculations by New York Life Insurance Co., the new figures will be utilized, employing the same mathematical algorithms as employed herein.
8. Payment to the District shall be made within ten (10) days of receipt of the cash surrender value check from New York Life Insurance Company. Should payment not be made in a timely manner, as provided for herein, the District may make a deduction from payroll wages to secure its interest.
9. This Memorandum of Agreement represents the complete understanding between the parties regarding this matter; no verbal or other implied understandings shall apply.

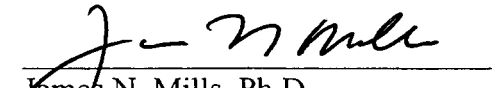
Any additions or adjustments shall be made in writing and executed by the parties hereto.

10. Any adjustments needed to facilitate this transitional transaction shall be entered into by both parties in good faith in order to accomplish the mutually beneficial arrangement.

Agreed to this 30th day of June, 2004.



Gary Pogorzelski, President
Newfane Administrative Council



James N. Mills, Ph.D.
Superintendent of Schools

