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Title: **Olean City School District and Olean Administrators/Supervisory Association (2007)**

Employer Name: **Olean City School District**

Union: **Olean Administrators/Supervisory Association**

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AD1 / 8070

CONTRACT

OLEAN CITY SCHOOL DISTRICT

and

**OLEAN
ADMINISTRATORS/SUPERVISORY
ASSOCIATION**

Begins: July 1, 2007

Ends: June 30, 2011

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

RECEIVED

OCT 28 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

This Agreement is made and entered into between the City School District, City of Olean, New York (hereinafter called "District") and the Olean Administrators/supervisory Association (hereinafter called "Association")

ARTICLE 1. GENERAL PROVISIONS

Section 1.1 Recognition and Term

- 1.11 Recognition. The District recognizes the Association as the exclusive collective negotiations representative of employees in the following negotiating unit:
- All Principals, Assistant Principals, Director of Curriculum/Testing/Chief Information Officer, Director of Technology, Director of Special Education, Director of Personnel/Reading First/Special Projects; excluding all other employees of the District. Such recognition shall continue for the period permitted by law.
- 1.12 The term of this Agreement begins at 12:01 a.m. on the date it has been signed by both parties hereto and ends at midnight on June 30, 2011; provided, however, that if a particular provision of this Agreement specifies a different beginning or ending date such different date shall be controlling as to such provision.
- 1.13 Changes. No provision of this Agreement may be deleted, waived or changed and no provision may be added to this Agreement by implication or by any other means except by a written and dated amendment to this Agreement signed by each party.
- 1.14 Negotiation Waiver. Except as provided in paragraph 1.15 of this Agreement, the District and the Association each waive any and all rights to insist on collective negotiations of any matter whether or not covered by this Agreement.
- 1.15 Negotiation of Successor Agreement. If either party desires to negotiate a successor to this Agreement, it shall serve written notice thereof on the other party not later than April of the final school year of this Agreement. If such notice is not given, this Agreement shall continue according to its terms for one additional fiscal year of the District. If such notice is given, each shall then forward to the other party its proposals for amendment of this Agreement not later than May 1st of the final school year of this Agreement and at least one week before the first negotiation meeting. All proposals submitted pursuant to this paragraph shall be in the form of specific additions to, deletions from, or changes in the language of this Agreement. The first negotiation meeting shall be held at a mutually agreeable date, time and place not later than May 15th of the final school year of this Agreement.

Section 1.2 Legal Effect

- 1.21 Definitions. Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:
- (a) "Board" means the District's Board of Education.
 - (b) "Superintendent" means the Superintendent of Schools of the District appointed by the Board or any other person designated by the Board as chief school officer on an acting basis.
 - (c) "Administrator" means a person who occupies on a permanent full-time basis a position in the negotiating unit set forth in paragraph 1.11 of this Agreement.
 - (d) "Party" means the District or the Association.
 - (e) "Parties" means the District and the Association.
 - (f) "Agreement" means this Agreement, all appendices to this Agreement, and all amendments to this Agreement.
- 1.22 Interpretation Rules. Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- (a) A word used in the singular number applies also in the plural.
 - (b) A word used in the masculine gender applies also in the feminine.
 - (c) This Agreement speaks as of the time it is being applied.
 - (d) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
 - (e) Each lettered appendix referred to in this Agreement (for example, "Appendix A") and each amendment to this Agreement is a part of this Agreement and is incorporated in this Agreement by reference.
- 1.23 Invalid Obligation. If this Agreement requires a party to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.24 Complete Agreement. This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations.

- 1.25 Inconsistent Policies. All policies of the District, including its rules and regulations, which are inconsistent with the provisions of this Agreement, shall be amended to the extent necessary to give effect to the provisions of this Agreement.
- 1.26 Americans with Disabilities Act. Nothing in this Agreement shall be allowed to interfere with the District's obligation to comply with the Americans with Disabilities Act and the District is expressly permitted to take all actions necessary for such compliance.

ARTICLE 2. GRIEVANCES

Section 2.1 General Provisions

- 2.11 Grievance Definition. Only a violation of a specific provision this Agreement can be grieved.
- 2.12 Computation of Time Limits. In computing time limits provided in this Article 2, Saturdays, Sundays and legal holidays shall be excluded.
- 2.13 Extension of Time Limits. The time limits set forth in this Article 2 must be strictly adhered to by the parties and the Administrators. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.
- 2.14 Discussion with Superintendent. Before submitting a written grievance as permitted by paragraph 2.21 of this Agreement, an Administrator must discuss the matter with the Superintendent and give him an opportunity to resolve the matter.
- 2.15 Submission Requirements. No grievance shall be entertained and it shall be deemed to have been waived unless: (i) it is signed by the aggrieved Administrator or Administrators, and (ii) it is submitted as provided in paragraph 2.21 of this Agreement not later than the 14th day after the Administrator knew or should have known of the act or condition which gave rise to the grievance.
- 2.16 Copies of Grievance Documents. A copy of each grievance and appeal shall be given by the aggrieved Administrator to the Association President. A copy of each grievance answer by the superintendent shall be given in writing to the Association President and by the Board in writing to the Superintendent and the Association President.
- 2.17 The purpose of grievance meetings is two fold. The first purpose is to bring out all the facts relevant to the grievance. The parties and all persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

Section 2.2 Grievance Procedure

- 2.21 Stage One: Superintendent. Within the time limit specified in paragraph 2.15 of this Agreement, an Administrator who believes himself to be aggrieved shall present his grievance to the office of the Superintendent on the form provided in Appendix A. The Superintendent shall answer the grievance in writing not later than the tenth consecutive day after his office received the grievance. If either the Administrator or the Superintendent requests a further meeting to discuss the grievance, it shall be held within that ten day period. If the Superintendent does not answer the grievance within that ten day period, the Administrator may nevertheless appeal the grievance to Stage 2 as though it had been answered on the tenth day.
- 2.22 Stage Two: Board. If the aggrieved Administrator and the Association are not satisfied by the Superintendent's answer, the grievance may be appealed to the Board. Such appeal (i) must be in writing, (ii) must be signed by the aggrieved Administrator and an authorized representative of the Association, (iii) must be accompanied by a copy of the grievance and the Superintendent's answer, and (iv) must be delivered to the Board's President not later than the tenth consecutive day after the day on which the Superintendent's answer was delivered to the aggrieved Administrator. If the grievance is not so appealed, it will be deemed to have been satisfied by the Superintendent's answer. Not later than the twentieth consecutive day after the Board President received the appeal, the Board (or a duly authorized committee of the Board) shall meet and discuss the grievance with: (i) the aggrieved Administrator, (ii) an Association representative, (iii) the Superintendent, and (iv) such other persons as any of them or the Board feel may contribute to an understanding of the matter grieved. Not later than the tenth consecutive day after the conclusion of such meeting, the Board shall render a written decision on the grievance. If the answer of the Board is not appealed to an appropriate court or administrative agency (in cases where such an appeal may lie) within thirty consecutive days after the Board rendered its answer, the grievance shall be deemed to have been satisfied by the Board's answer and any such appeal shall be barred.

ARTICLE 3. SALARIES

Section 3.1 Salaries

- 3.11 Where Set Forth. The salary, including all stipends, of an Administrator on tenure or eligible therefor under the New York State Education Law shall be set forth in a salary notice not later than June 1st of the preceding fiscal year.

3.12 Salary:

2007-08	3.5%	plus	\$1500
2008-09	3.5%	plus	\$1500
2009-10	3.5%	plus	\$1500
2010-11	3.5%	plus	\$1500

Percentage (%) raise is added to base. The additional \$1500 is non-accumulating and will sunset June 30, 2011.

10 ½ month principals will become 11 month principals effective July 1, 2009. The three (3) principals (Cheryl Vecchio, Dave Olson, John White) impacted, will be paid at a rate of \$354 per day (total of 10 additional days) with this amount added to their base salary starting in the 2008-09 school year.

- 3.13 When administrators reach the initial anniversary date of their employment in which they become eligible for their first longevity payment, a pro-rated amount will be calculated for that school year based on the administrator's anniversary date. Thereafter, subsequent non-accumulating longevity payments will be paid based on a full year of service. This payment will be made on the first payroll in July.

Effective July 1, 2004, Administrators will receive the amounts opposite their respective years of service below as a non-cumulative longevity payment:

Upon completion of:	5-9 years	\$1,000
	10-14 years	\$1,250
	15-19 years	\$1,500
	20-24 years	\$1,750
	25 years	\$2,000

- 3.14 The Middle School Principal will be responsible for the Middle School Summer School while the High School Principal will be responsible for the High School Summer School Program. Any days worked for summer school purposes above and beyond the administrator's calendar will be pro-rated but must be approved in advanced by the Superintendent.

ARTICLE 4. NORMAL WORK YEAR, TIME OFF AND LEAVES OF ABSENCE

Section 4.1 Normal Work Year

4.11 Work Year by Position. The normal work year for each position is as follows:

<u>Position</u>	<u>Normal Work Year</u>
Elementary Principal	11 months
Secondary Assistant Principal	11 months
Middle School Principal	12 months
Senior High Principal	12 months
Director of Curriculum/Testing/ Chief Information Officer	12 months
Director of Technology	12 months
Director of Special Education	12 months
Director of Personnel/Reading First/Special Projects	12 months

Section 4.2 Time Off

4.21 Eleven (11) month administrators will not be required to work on days when students are not in session with the exception of all Staff Development Days and Emergency Days (i.e. weather related). They shall work a total of 20 days between July and August (not counting July 4th) at times mutually agreeable to the Superintendent, and shall have unpaid time off during the remainder of the months of July and August.

Twelve (12) month administrators shall work all workdays expect for 13 paid holidays listed below plus 25 paid vacation days at times mutually agreed upon with the Superintendent.

- New Year's Day
- Martin Luther King Day
- Washington's Birthday as designated by Federal Law
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Last work day prior to Christmas Day
- Christmas Day
- Last working day prior to New Year's Day

4.21.1 Administrators shall have the option of working during these "paid time off" days with prior approval by the Superintendent, and to use them as "trade off" days during the calendar year at times mutually agreeable to the Superintendent.

4.22 Vacation Conversion

- Twelve (12) month administrators may convert up to 5 vacation days annually with payment based on the administrators average daily rate of pay. The payment will be made on the last payroll in June.
- Eleven (11) month administrators they may convert up to 4 personal days annually with payment based on the administrators average daily rate of pay. The payment will be made on the last payroll in June.

4.23 Accumulating Vacation Days:

- Twelve (12) month administrators may accumulate up to 5 vacation days a year up to a maximum of 15 days that will be paid at the administrator’s daily rate of pay when they leave the District.
- Eleven (11) month administrators may accumulate up to 4 personal days a year up to a maximum of 10 days that will be paid at the administrator’s daily rate of pay when they leave the District.
- For any administrator opting to retire during this contract the total number of days that may be accumulated will be thirty (30). Accumulated days will be paid at the administrator’s daily rate of pay at the time they are saved. (The five (5) day maximum accumulation per year will be waived for anyone electing to retire during this contract only.) Payment will be made upon retirement.
- Twelve (12) month administrators may rollover five (5) vacation days that must be used by August 31 of the next school year.

4.24 Pay for Work During “Time Off”. If the Superintendent specifically directs an Administrator to work during a “time off” period covered by paragraph 4.21 or 4.22 of this Agreement, the Administrator shall be compensated for each day of such required additional work. *Daily* rate of pay shall be calculated by dividing the Administrator’s annual salary by the number of work days shown below opposite his position:

Senior High Principal	260 days
Director of Curriculum/Testing / Chief Information Officer	260 days
Director of Technology	260 days
Director of Special Education	260 days
Middle School Principal	260 days
Director of Personnel/Reading First/Special Projects	260 days
Secondary Assistant Principal(s)	240 days
Elementary Principal	240 days

In lieu of monetary compensation, if the Superintendent specifically directs an Administrator to work during a “time off” period covered by paragraph 4.21 or 4.21.1 of this agreement, or if the administrator receives approval for the Superintendent to

complete unanticipated additional duties, the Administrator shall be granted compensatory time.

Section 4.3 Leaves of Absence

- 4.31 Sick Leave. Each Administrator shall be credited with one sick leave credit for each month of service. At the start of each fiscal year, each Administrator shall be credited with that number of sick leave credits which equals the number of months he is expected to serve during the fiscal year. Except as expressly provided elsewhere in this Agreement, sick leave credits may be used only for the Administrator's personal illness. One credit shall be deducted for each day of absence. There shall be no loss in pay for any day of absence for which a credit is deducted. Unused credits may be carried over from year to year, but the amount of credits credited to an Administrator at any one time shall not exceed 210.
- 4.32 Sick Leave Exhausted. In case of a serious and prolonged personal illness, any Administrator who has exhausted all of his accumulated sick leave may be allowed additional sick leave days without loss of pay by utilizing the accumulated sick leave days of other Administrators; provided, however, that no more than 15 such accumulated days per Administrator per year may be utilized. The Superintendent and the Association President shall mutually agree on the number of days (not to exceed 75) which shall be allowed the Administrator under this paragraph; provided that each such agreed on day must be deducted from the accumulation of some other Administrator or Administrators pursuant to a written authorization signed by him or them. If more total days are contributed than the ill Administrator utilizes, the unused days shall be returned to the contributing Administrators prorated in accordance with the number of days contributed by each.
- 4.33 Illness of or Death in Family, Funerals. The sick leave credits provided in Paragraph 4.31 of this Agreement may also be used for illness in the immediate family or household -- not to exceed fifteen (15) days in any one fiscal year. As used in this paragraph 4.33, "immediate family or household" means spouse, child, parents, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, brother, sister or another person permanently resident in the Administrator's home.
- 4.34 Personal Business. An Administrator may be absent because of personal business for not more than four days in any one fiscal year provided that, whenever reasonably practicable, he gives the Superintendent at least 24 hours notice of his absence. Such days may not be taken immediately prior to or immediately succeeding a school recess, holiday, or vacation day unless approved in advance by the Superintendent. Unused personal business days will be added to sick leave credit at the end of each fiscal year.

4.35 Jury Duty. If an Administrator is required to serve on jury duty, he shall suffer no loss in pay provided he turns over to the District the amount of all fees received for such duty less the actual cost of meals and transportation occasioned by such duty.

4.36 Health. An Administrator shall be eligible for an unpaid leave of absence for health reasons if he meets all of the following qualifications:

(1) He has been employed by the District for a period in excess of 5 calendar years.

(2) He has no accumulated unused sick leave credits.

(3) He has made written application to the Superintendent requesting such leave.

(4) His written application is accompanied by written medical evidence satisfactory to the District which establishes that he is unable to work because of his personal illness or injury.

On recommendation of the Superintendent, the Board may grant such leave on the following conditions:

(1) The period of the leave shall be the period agreed upon by the Administrator and the Superintendent but shall not exceed one school year.

(2) No compensation shall be paid to the Administrator for the period of such leave except that:

(a) the District shall continue the Administrator in the New York State retirement plan in which he is enrolled, and

(b) the District shall continue to make contributions for his health insurance coverage as provided in paragraph 5.21 of this Agreement.

(3) Medical reports substantiating the Administrator's continued inability to work because of his health shall be submitted to the Superintendent's office not later than each third month anniversary of the beginning date of the leave. Failure to submit such a report shall automatically terminate the leave.

(4) A medical report substantiating the Administrator's ability to return to work and perform the full duties of his position shall be submitted to the Superintendent's office before the Administrator returns to work.

4.37 Administrator Personal Days. An Administrator may be absent without loss of pay or reduction of sick or personal business leave for up to three days for each case of death in the immediate family or household as defined in paragraph 4.33 of this Agreement or death of a grandparent, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, parent-in-law, or grandparent-in-law.

- 4.38 Association Days. The Association will have five association man days per year available for the OASA to conduct business for the Association with which it is affiliated. With the approval of the Superintendent, no more than two (2) Association members may be absent on any one day pursuant to this provision. Notice of absence for such days shall be given to the Superintendent no less than five school days in advance of the, first day of such absence.
- 4.39 Family and Medical Leave Act of 1993. As of the effective date of the Family and Medical Leave Act of 1993, all provisions of this Collective Bargaining Agreement relating to Leaves of Absence which are covered by the Act will be deemed to expressly give way to the provisions of said legislation.

ARTICLE 5. OTHER MATTERS

Section 5.1 Dues Deductions

- 5.11 Voluntary Authorization. Pursuant to Section 208(3) (b) of the New York State Civil Service Law, and as long as that provision remains in effect, the Association is entitled to have deducted from the wage or salary of bargaining unit employees who are not members of the Association, the amount equivalent to the dues levied by the Association as an agency shop fee. For each employee who has become a member of the Association, membership dues deductions shall be continuous until such time as the employee cancels membership in writing, at which point an agency fee will be deducted. Pursuant to the foregoing, the District will make one deduction each pay period for dues or the agency shop fee from the wages of employees, who are required to file with the District office signed appropriate deduction authorization forms therefor. Not later than July 1 of each fiscal year, the Association shall certify in writing to the District office the amount of any change in dues or Agency fee for that fiscal year. All such deductions for each month are to be remitted to the treasurer by the fifteenth (15th) day of the following month. The Association will create a fully legal refund procedure for any employee demanding the return of any part of an agency shop fee deducted which represents the employee's pro-rata share of expenditures the Association in aid of activities or causes a political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require an employee to become or remain a member of the Association.
- 5.12 Deductions. Annually, not later than the last day of the first full week of June, the Association shall certify in writing to the District the amount of annual dues and agency fees to be deducted, if any, from each administrator during the next fiscal year. The amount so certified shall be divided into equal installments which shall be deducted from the first payments issued after the District receives such certification.

5.13 Hold Harmless. The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action taken by the District in connection with this Section 5.1.

Section 5.2 Insurance

5.21 Health.

(a) The District will continue to make available to OASA member, Barbara Lias, the Allegany/Cattaraugus School's Medical Plan, referred to as the PPO Plan, and make available the basic plan provided thereby, together with a \$10/\$7/\$4 co-pay drug rider coverage and a \$250/\$500 major medical deductible. Any changes that are made to the Allegany/Cattaraugus Schools' Medical Plan will be automatically incorporated into the Plan, will be applicable to its enrollees in the District and will not require a negotiation between the Association and the District. The District agrees to call the above mentioned carrier within five (5) days of any notification from the carrier that changes are being incorporated in the above mentioned health plan. The purpose of this call will be to arrange a meeting between a company representative of the above mentioned health insurance plan and members of the Olean Administrators and Supervisors Association that are affected by any incorporated changes.

For the one employee sighted above remaining in the PPO the % of annual premium contribution is as follows:

2007-08	15%	2009-10	18%
2008-09	17%	2010-11	20%

(b) All other members of the OASA, effective no later than February 1, 2008, will only be eligible to elect the Allegany/Cattaraugus Medical Plan POS coverage. Any changes that are made to the Allegany/Cattaraugus Schools' Medical Plan POS coverage will be automatically incorporated into the Plan, will be applicable to its enrollees in the District and will not require a negotiation between the OASA and the District. The basic plan includes the following: \$10/\$4/\$1 co-pay drug rider coverage; \$10 co-pay for office visits.

Employee annual premium contributions for the PPO are as follows:

2007-08	10%	2009-10	12%
2008-09	10%	2010-11	12%

- (c) Coverage will be continued during July and August for less than 12 month Administrators who are expected to return on September, even though they are not on the active payroll for all or a portion of those months.

- (d) An Administrator who has any form of health coverage through another employer of himself or through coverage provided to a member of the Administrator is immediate family shall not be covered by the health insurance coverage set forth in this paragraph. An Administrator with such coverage shall have his District coverage stopped effective with the first month for which the District has not already paid the premium.

An Administrator who is eligible for but does not receive health benefits coverage under this Agreement will be eligible to receive the following:

2007-08	\$3,000	2009-10	\$3,250
2008-09	\$3,250	2010-11	\$3,250

An Administrator whose spouse is eligible for health benefits will be eligible to receive \$1,200 annually, to be paid in equal installments over a 10-month basis (September-June), provided that no coverage is provided during a 12-month period . If an Administrator receives no District coverage for less than 12 months a prorated payment shall be made.

This amount will be paid in equal installments over an administrator's contractual year. The Administrator may elect to place payment in lieu of health insurance into the District's Cafeteria Plan as described in Paragraph 5.22. An Administrator who does not receive District coverage may re-enter the District's plan by providing written notice to the Business Administrator, in which case coverage shall commence as soon as allowed by the rules of the health care provider, but not sooner than the first month for which the District has not already paid the employee to stay out of the plan. If, in any event, the District makes a monthly payment in lieu of coverage to an Administrator for a month during which the Administrator was covered by the plan, the District shall have the right to recoup the amount of the payment through payroll deduction.

- (e) Any new administrator hired to begin work after July 1, 2008 shall only be eligible to elect the Cattaraugus/Allegany Medical POS plan coverage and will contribute 15% of the premium cost starting July 1, 2008.
-

5.22

Cafeteria Plan.

- (a) The District will continue to maintain a "Cafeteria Plan" pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The District will continue to bear the administrative cost of maintaining and operating the Cafeteria Plan.

- (b) The Benefits that will be available under the Cafeteria Plan are as follows:
 - (1) A Medical premium Conversion Account to which an Administrator may elect to contribute, on a pre-tax basis, his share, if any, of the monthly premiums for his coverage under the health insurance provided by the District.
 - (2) A Medical Expense Reimbursement Account to which an Administrator may elect to contribute, on a pre-tax basis, up to \$3,000 per plan year.
 - (3) A Dependent Care Assistance Spending Account to which an Administrator may elect to contribute, on a pre-tax basis, and amount up to the maximum annual contributions permitted by law.
 - (4) A payment in lieu of health insurance under which an Administrator does not receive coverage under the District's health insurance program will receive additional cash compensation (as described in paragraph 5.21).

- (c) Participation in the Cafeteria Plan is optional, and any amounts that an Administrator elects to contribute to the Cafeteria Plan shall be deducted for his paycheck in equal installments.

Section 5.3 Miscellaneous

5.31

Tuition Reimbursement. An Administrator shall be reimbursed for the actual cost of tuition for graduate courses taken by him according to the following rules: to be eligible for reimbursement, the course:

- (1) must be in a field directly and substantially related to the Administrator's current work for the District or to work which the District desires him to perform in the future, and
- (2) must be approved by the Board on recommendation of the Superintendent;

- (d) reimbursement will not be granted for more than nine (9) credit hours taken by the Administrator during any fiscal year;
- (e) reimbursement will not be made until:
 - (1) the Administrator has submitted to the Superintendent's office documentary evidence showing (i) satisfactory completion of the course and (ii) the amount paid by the Administrator as tuition for the course, and
 - (2) If the course is taken and completed in the fall semester, reimbursement will be made by February 1 of the current school year. If course is taken in the spring semester, reimbursement will be made in the first payday in September following the completion of the course. Reimbursement under this section are only to be made if the Administrator continues to be employed by the District as an administrator at the time such reimbursement payments are to be made.

5.32 Professional Dues. The District shall reimburse each Administrator for the payment of dues to professional education associations up to \$350 annually on presentation to the Business Office of a paid dues card or other evidence of payment. Payment of dues to any organization which serves as a collective negotiations representative or employee organization in New York State shall not be reimbursed under this paragraph.

5.33 Workers' Compensation. Whenever an Administrator is absent from his employment and unable to perform his duties as a result of a personal injury caused by an accident or assault occurring in the course of his employment and receives Workers' Compensation payments for such absence, he will be paid sick benefits in lieu of wages during his absence from his employment up to a period of ten (10) months. Sick benefits are defined as being that amount which represents the difference between Workers' Compensation and payments in regular salary and includes any other benefits or emoluments redounding to the benefit of the employee under the existing Agreement. An Administrator injured on duty must file an accident report with the Clerk-Business Manager's office as soon as possible but in no case later than five (5) days from the date of the accident. Accident report forms are available in that office and the office of all school principals.

5.34 Administrator Building Goals. No more than three administrator building goals will be identified per year for each unit member. The mutually agreed to building goals will be determined between the respective administrator and the Superintendent of schools. Each administrator's final evaluation is to occur in June of each school year and be dependent

upon his/her achievement of his/her individual Goals & Objectives approved by the Superintendent no later than September 30th of each school year.

5.35 Site Based Shared Decision Making. To the extent that a decision of a site based shared decision making committee, established pursuant to the District Plan developed pursuant to Commissioner of Education Regulation Section 100.11, appears to impact on the terms and conditions of employment of employees covered by this Agreement, neither the Association nor the employees shall make the decision or the impact thereof the subject of either a grievance pursuant to this Agreement or of any Improper Practice Charge pursuant to the New York State Public Employees Relations Act. The District will make a reasonable effort to ensure that said decisions are implemented wherever possible.

5.36 District administrators will be paid a monthly stipend not to exceed \$50 a month based on monthly billing. The District will no longer provide administrators with cell phones.

5.37 If at the request of the Superintendent, an administrator assuming the duties of another administrator for a period exceeding five (5) consecutive work days will be compensated at the rate of \$100 per day in addition to their regular salary for each day following the initial 5-day work period.

5.38 Performance Goals

Administrators will be provided an opportunity to receive non-accumulating (Not part of their base) performance money based on the successful completion of the Performance Goals agreed upon with the Superintendent. The Superintendent of Schools will make the final decision on the successful completion of the goals and the distribution of the money will take place at the last payroll in June. This provision will sunset June 30, 2011.

2007-08	\$750	2009-10	\$1,000
2008-09	\$750	2010-11	\$1,000

5.39 105H Plan:

2007-08	\$500	2009-10	\$750
2008-09	\$500	2010-11	\$750

IN WITNESS WHEREOF, the duly authorized representatives of the Association and the District have signed their names below this _____ day of _____, 2008.

For the Association:

John White, President

For the District:

Mark J. Ward, Superintendent

GRIEVANCE FORM

Fill out three copies. Retain one copy and give one each to the Superintendent and the Association President.

(1) Your name: _____

Your position: _____

(2) State briefly what you are aggrieved about:

(3) What paragraph(s) of the Agreement do you feel were violated?

(4) What do you want the District to do to correct the situation:

Your signature: _____

Date submitted: _____

RETIREMENT INCENTIVE

Appendix B Retirement Incentive

- (a) The Olean City School District hereby agrees that the following incentive should be solely in effect for an administrator who has completed a minimum of ten (10 years of administrative service to the Olean City School District. Administrators who elect to retire must submit an irrevocable letter of resignation to the District no later than February 1st of the year of retirement.
- (b) As of the effective date of his or her resignation, the administrator must meet the standard criteria of the New York State Teachers Retirement System (“NYSTRS”) for retirement, and the administrator must retire into the NYSTRS as of the effective date of his or her resignation.
- (c) Effective July 1, 2008, the District will offer to any administrator who has served 10 or more years of administrative service with the Olean City School District a \$20,000 retirement incentive that will be in the form of an Employee Non-Elective Contribution which shall be paid no later than June 30th of the year of retirement.
- (d) As of the effective date of his or her resignation, the teacher must meet the standard criteria of the New York State Teachers Retirement System (“NYSTRS”) for retirement, and the teacher must retire into the NYSTRS as of the effective date of his or her resignation.
- (e) No cash option
- (f) Contribution Limitations. In any applicable year, the maximum Employer Non-elective Contribution will not cause an Eligible Employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases (the “Contribution Limit”). For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit will be based on the Eligible Employee’s compensation, as determined under Section 403(b)(3) of the Code. In any event, no Employer Non-elective Contribution will be made on behalf of an Eligible Employee after the fifth taxable year following the taxable year in which the Eligible Employee terminated employment with the Employer.

- (g) In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limit, the excess amount will be handled by the Employer as follows:
- (h) The Employer will first make an Employer Non-elective Contribution to the Eligible Employee's designated 403(b) account up to the Contribution Limit. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit for any year, the excess will be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution may not exceed the Contribution Limit for that following year), and in January of the following year for up to 5 years after the year of the Eligible Employee's retirement, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case may the Employer Non-elective Contribution for any year exceed the Contribution Limit.
- (i) 403(b) Accounts. Employer Non-elective Contributions will be deposited into one 403(b) account designated, in writing, by the Association to receive all Employer Non-elective Contributions on behalf of Association members, provided such account will accept Employer Non-elective Contributions. If the Association does not designate a 403(b) account to receive Employer's Non-elective Contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer will not be obligated to deposit the Employer Non-elective Contributions on an Eligible Employee's behalf until a 403(b) account has been properly designated by the Association.
- (j) This MOA is subject to IRS regulations and rulings, and all other applicable laws, rules and regulations. If any portion of the MOA is declared contrary to law, then that portion of the MOA will not be deemed valid and subsisting, but all other portions of the MOA will continue in full force and effect. As to those portions declared contrary to law, the Association and Employer will promptly meet to review such portions and the status of the MOA.
- (k) This retirement incentive provision will sunset June 30, 2011.

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