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AGREEMENT

BETWEEN

THE CITY SCHOOL DISTRICT
OF THE CITY OF NORTH TONAWANDA

AND

NORTH TONAWANDA
SCHOOL ADMINISTRATION ASSOCIATION

July 1, 2008 – June 30, 2012

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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ARTICLE 1

PREAMBLE

1.0 The North Tonawanda City School District ("District"), and the North Tonawanda School Administrators Association ("Association"), parties to this Agreement, in order to effectuate the provisions of the Public Employees Fair Employment Act, and to encourage and increase effective and harmonious working relationships, agree as follows:

ARTICLE 2

RECOGNITION AND MEMBERSHIP

2.1 Recognition. The District recognizes the Association as the sole and exclusive representative for all part-time and full-time employees holding the positions of Principal, Assistant Principal, Director of Special Education, and Director of Athletics, Physical Education and Program Services.

2.2 Unchallenged Status. The Association shall be afforded unchallenged representative status for the maximum period afforded by law.

ARTICLE 3

TERM OF AGREEMENT

3.1 The term of this Agreement with respect to salaries, wages, other benefits and other terms and conditions of employment shall begin July 1, 2008, and shall end June 30, 2012.

ARTICLE 4

ASSOCIATION RIGHTS AND OBLIGATIONS

4.1 Impact Bargaining. Any administrative position that is subject to change during the lifetime of this contract shall be negotiated between the Association and the Superintendent as to the impact of the change on the position relative to the terms and conditions of employment contained in this Agreement. The Association shall be given a minimum of thirty (30) days prior notice of any such change by the Superintendent.

4.2 Attendance at Association Designated Conferences. The Association shall have the right, during each school fiscal year, to designate a member or members of the Association to attend conferences, conventions or meetings of Administrators Association for not more than an aggregate of five (5) work days during each such year. Such member or members shall be permitted to attend such conferences, conventions or meetings without loss of pay if such is approved in advance by the Superintendent. All expenses of such attendance shall be paid by the Association.
4.3 **No Discrimination.** The Association agrees to maintain its eligibility to represent the above-named employees by continuing to admit to membership all employees without discrimination with regard to race, color, creed, or national origin, and affirms that the requirements for admission to membership are otherwise not in conflict with the requirements of the Public Employees Fair Employment Act of 1967, other applicable statutes, and regulations having the force of law.

4.4 **No Strike Pledge.** The officers of the Association assert that they are fully familiar with the provisions of the Public Employees Fair Employment Act of 1967 with respect to strikes by public employees, and that, on behalf of the Association, they absolutely and unconditionally renounce the right of the Association, as an organization, or individual members of the organization, as individuals, to strike against any government, to assist or participate in a strike against any government, or to impose an obligation to conduct, assist, or participate in a strike against any government.

4.5 **Obligations as Managerial or Confidential Employees.** No employee represented by the Association shall be permitted or required to act as a "managerial" or "confidential" employee, as those terms are defined in Paragraph 7(A) of Section 201 of Article XIV of the New York State Civil Service Law nor will they be required to act as a negotiation spokesperson or representative of the District's negotiation team. However, they will serve as resource persons to assist the District in its negotiations with other bargaining units, if and when called upon by the Superintendent.

**ARTICLE 5**

**GRIEVANCE PROCEDURE**

5.1 **Declaration of Purpose.**

It is the purpose of this procedure to provide, at the lowest possible administrative level, equitable solutions to alleged grievance of member of the negotiating unit.

5.2 **Definitions.**

(a) The term "Grievance" shall mean an alleged violation of this Agreement.

(b) The term "Supervisor" shall mean any principal, director, immediate superior or other administrative or supervisory officer responsible for the area in which alleged grievance arises except for the Superintendent.

(c) "Association" shall mean the North Tonawanda School Administrators Association or any other legally authorized bargaining agent during the term of this contract.

(d) "Grievant" shall mean any person in the negotiating unit represented by the Association.
5.3 Procedures.

(a) Form. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the party. Grievances shall be filed on the grievance form which has been approved by the District and the Association. Forms for filing grievances and other necessary documents for the implementation of this grievance procedure will be promulgated by the Superintendent or his representative and the President of the Association or his representative, after the date of the signing of this Agreement. The District shall have the forms printed and made available to the Principal of each of the schools and the Association President. The lack of availability of forms shall not delay the processing of any grievance.

(b) District Facilitation. The District will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records concerning the alleged grievance. Such materials, documents, communications and records will, at the same time, be available to the Grievance Committee in any case in which the Association does not represent the aggrieved party in the alleged grievance.

(c) Due Process Investigation. Except as otherwise provided herein, a grievant shall have the right at Stage 2 and later stages to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

(d) Filing Documents. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(e) Informal Discussion. Nothing contained herein will be construed as limiting the right of any grievant having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally
adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given due notice by the grievant and an opportunity to be present at such adjustment and to state its views on the grievance. In the event any grievance is adjusted without formal determination, pursuant to this procedure, it shall be binding upon the aggrieved party and shall, in all respects, be final; but said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

(f) **Right to Representation.** Every grievant who has the right to bring a grievance hereunder has the right to be represented by the Association.

(g) **Advance Notice of Hearings.** The Grievance Committee shall be entitled to at least two working days' advance notice from the hearing officer of all hearings on all grievances commencing with Stage 2 and at all subsequent stages in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to be present at the hearing.

(h) **Service of Documents if Unrepresented.** In any and all cases where the aggrieved party is not represented at any stage beyond Stage 2 of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association one copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee promptly with the rendering of the decision by such hearing officer.

(i) **No Retribution.** No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Superintendent and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure of any other person by reason of such grievance or participant therein.

(j) **Service Upon Superintendent.** Any and all notices which this grievance procedure requires to be given to the Board or Superintendent may be delivered to the Superintendent or, in his absence, to the person then in charge of his office.

5.4 **Time Limits.**

(a) Since it is important to good relationships that grievances 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 by mutual agreement.
(b) Grievances will be initiated at the first available stage within thirty (30) working days after the grievant actually knows of the act or condition on which the grievance is based.

(c) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association, if the Association is entitled to such notice, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within ten (10) working days after the expiration of the period which would have been allotted had the decision been communicated by the final day.

(d) In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. In no case should the time limits be reduced to less than one-half of the time limits stipulated, with each fraction being converted to the next larger whole number, and in no case shall the time limits be reduced to less than two (2) days.

(e) In the event that the aggrieved party and the Superintendent agree that actions and/or alleged violation or rights originated with the Superintendent, the aggrieved party shall file the grievance directly with the Superintendent, in which case the time limits set forth in this section shall apply.

5.5 Stages of the Grievance Procedure.

Stage 1. Informal. A grievant will discuss the grievance with the Superintendent or designee either individually or accompanied by a representative, with the objective of resolving the matter informally. The Superintendent or designee will confer with all parties in interest but, in arriving at a decision, will not consider any material or statements offered by or, on behalf of any such party in interest with whom consultation has been had without the grievant or his representative present.

Stage 2. Formal. If the grievance is not satisfactorily resolved informally, the grievant or his representative will reduce the grievance to writing on the grievance form and present it to the Superintendent. Within two (2) working days after receipt of the grievance form, the Superintendent will set a date of a hearing and notify the grievance and the Association’s Grievance Committee, and all other parties in interest, of the hearing date. Hearings will be commenced within ten (10) working days of the receipt of the grievance form. The Superintendent shall publish a written decision on the grievance to the grievant and the Association Grievance Committee within five (5) working days after the hearing is concluded.

Stage 3. Arbitration. If the grievant is not satisfactorily resolved at Stage 2, the Association may submit the grievance to binding arbitration by serving a written notice to
the Superintendent within fifteen (15) working days of the issuance of the Decision at Stage 2.

(a) Within five (5) working days after such written notice of submission to arbitration, the Superintendent and the Association will call upon the American Arbitration Association to furnish an arbitrator. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(b) The selected arbitrator will hear the matter promptly, and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived by both parties, then from the date the final statements and proofs are submitted to him. The arbitrator’s decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(c) The arbitrator shall not have the power or authority to make any decision which requires the commission of an act prohibited by law or regulations which have the force of law or which is violative of the terms of this Agreement.

(d) The decision of the arbitrator shall be binding with respect to grievance involving interpretation of the contract.

(e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

5.6 Attendance at Grievance Meetings or Hearings.

When grievance meetings or hearings are held during the work day, up to two (2) representatives of the bargaining unit will be permitted to be present at such meetings or hearings without loss of pay, and such attendance shall not be deducted from the five (5) association business leave days allotted by this contract.

ARTICLE 6

HEALTH, DENTAL, VISION, LIFE INSURANCE AND GRADUATE CREDIT BENEFITS

6.1 Health Insurance.

(a) For all full-time unit employees, the District will pay 100% of the premium for a self-insured Independent Health HMO plan equivalent to Encompass B (BS 178) with a $7/$15/$30 prescription drug co-payment. In addition, the District will continue to offer the current NOVA group health plan (#48571) with the following modifications:
Prescription coverage shall be the same as the Independent Health HMO Plan with a $7/15/30 co-payment. Prescription co-payments shall not be claimable under the medical portion of the plan. Elective or non-medically necessary cosmetic care will require a 50% co-payment. Administrators hired after July 1, 1995 who opt to participate in the NOVA option shall be required to contribute 10% of the premium.

(b) Use of Alternate Carrier(s)

The District may provide health insurance coverage through another third party administrator (self insurance), or an alternate carrier, so long as said coverage is equal to or better than existing coverage.

(c) Health Coverage for New Employees. Coverage shall commence with the beginning of the month in which the employee first renders service provided the employee has enrolled so as to be eligible for that month. Coverage terminates with the month in which the last service is rendered. During the period of employment, coverage shall be on a 12-month basis regardless of whether the employee is employed on a 10-month or longer basis.

(d) Duplicate Health Coverage. Employees whose spouses are covered by a medical plan provided by the Board or any other employer may elect to accept a Waiver Option Plan as detailed below and in Attachment A.

(1) Waiver Amounts.

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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>-</td>
<td>$357.00</td>
</tr>
<tr>
<td>Family</td>
<td>-</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

(2) If proration is required, it will be based on 1/12 for each calendar month in which the employee was eligible for health coverage.

(e) Health Coverage Available on Approved Unpaid Leave. Employees who are on unpaid leave shall have the privilege of coverage in the North Tonawanda Health Insurance Program, where available, by paying the group premium rate directly to the Business Office so long as the carriers of the insurance are willing to permit this practice.

(f) Medicare Part B. The District will assume the cost of Part B of Medicare for employees 65 years of age or older, and for the spouses of employees, if the spouse is 65 years of age or older.

6.2 Dental and Vision Benefits.

(a) Dental. The District may select, with input from the Association, a dental plan comparable to the current plan funded 100% by the District.
6.3 **Change of Benefit Provider.**

The District reserves the right, upon notice to the Association, to change any benefit provider who provides coverage under the terms of this Agreement, provided that coverage remains, overall, equivalent.

6.4 **Permanent Life Insurance.**

(a) Unit employees shall be provided, subject to insurance company underwriting, with a permanent life insurance policy. All employees hired before July 1, 1999 upon obtaining tenure shall be provided with a life insurance policy with a face value of $100,000. Employees hired on or after July 1, 1999, who are granted tenure, shall be provided said insurance coverage after six (6) years of employment with the District. The terms and conditions associated with the insurance policy are set forth in Attachment B.

(b) At the option of the employee, the District will keep the Life Insurance Policy and Split Dollar Agreement in effect upon the employee’s retirement if the retiree pays the District any premiums due from the date of retirement.

6.5 **Section 105 Benefit Plan.**

(a) The District shall contribute as follows for each bargaining unit member into a Section 105 benefit plan:

- As of July 1, 2008 - $700.00
- As of July 1, 2009 - $800.00
- As of July 1, 2010 - $900.00

Contributions will be prorated for employees who are hired after the start of a fiscal year. Any part of the contribution not used by bargaining unit employees during the school year will be rolled over into the next school year with no maximum.

**ARTICLE 7**

**SHORT TERM LEAVES OF ABSENCE**

7.1 **Sick Leave Entitlement.**

(a) **Yearly Credit.** Effective July 1st of each year, unit members shall be credited with
1.5 days of sick leave for each month of expected employment with the District for that contract year up to a maximum of:

(1) Sixteen (16) days for employees who work 210 days that contract year, or

(2) Eighteen (18) days each contract year for employees who work 240 days that contract year.

(b) **Maximum Accumulation.** The maximum accumulation of sick leave shall be 290 days. On July 1 of each year, each unit member shall receive his yearly credit in accordance with Article 7 of the agreement. Sick days used during the year will be deducted from the sick leave accumulation. At the end of the fiscal year, any sick leave remaining in excess of 290 days will be forfeited.

(c) **Sick Leave Credit for New Employees.** Employees hired from outside the District shall be granted credit for unused sick leave time earned and accumulated in their previous school district at a ratio of one day credited for every two days earned and accumulated, up to a maximum credit of 65 days. In order to receive such credit, the employee shall be required to submit written proof of his /her prior earned and accumulated sick leave credit to the Superintendent.

(d) No sick leave credit shall be granted for any time in which the employee is in an unpaid leave status.

(e) **Leave of Absence for Employees Whose Sick Leave has Expired.** Whenever an employee is absent from duty because of personal illness after the expiration of his sick leave with pay, he shall submit a request in writing to the School District requesting leave of absence without pay for Board approval.

7.2 **Sick Leave Bank.**

(a) **Purpose.** A Sick Leave Bank shall be maintained, subject to the rules set forth below, to assist participating Association members who have exhausted their accumulated sick leave as a result of extended illness.

(b) **Contributions.** The District shall allow a Sick Leave Bank of a maximum of 300 days per school year. However, any employee who is beyond the maximum of accumulated sick leave shall be allowed to donate to the Sick Bank all his unused days beyond the Sick Bank limit, and any retiring employee may donate his accumulated sick leave to the Sick Bank notwithstanding the Sick Bank limit.

(c) **Eligibility Criteria.** The criteria to determine the eligibility of a staff member to draw from the Sick Leave Bank will be as follows:

(1) A person’s total sick leave credit (yearly plus accumulated) must be exhausted; and
(2) A written request containing adequate justification must be made to the Superintendent for leave days from the Bank. The Superintendent will not unreasonably deny applications which are consistent with the stated criteria.

(d) Benefits. Each employee shall have a maximum benefit while employed by the District of three hundred (300) paid benefit days, paid as follows:

<table>
<thead>
<tr>
<th>Number of Days</th>
<th>Percent of Pay</th>
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<tbody>
<tr>
<td>First 130 days</td>
<td>100%</td>
</tr>
<tr>
<td>Next 50 days</td>
<td>80%</td>
</tr>
<tr>
<td>Next 50 days</td>
<td>70%</td>
</tr>
<tr>
<td>Next 50 days</td>
<td>60%</td>
</tr>
<tr>
<td>Next 50 days</td>
<td>50%</td>
</tr>
<tr>
<td>Next 100 days</td>
<td>40%</td>
</tr>
</tbody>
</table>

(e) Medical reports for the periods prior to and during the use of this benefit will be provided to the school district upon request.

(f) Decisions as to the number of days that may be drawn from the bank by any one unit employee will be made by the Superintendent, consistent with the guidelines set forth above.

7.3 Personal Business Leave.

(a) Yearly Credit. Up to a maximum of five (5) days per year without loss of pay may be used for personal business which cannot be accomplished at any time except during the employee’s work day.

(b) Prior Notification Required. The employee must notify the Superintendent at least three (3) school days prior to using such day on the District form. In cases of emergency, adequate notification will be made by the employee. The scheduling of the date must have the approval of the Superintendent.

(c) Unused Personal Business Days. Personal leave days not taken during any school year shall accumulate as sick leave credit. Any employee over the maximum sick leave limit may donate his unused sick days to the employee’s Sick Bank, subject to the Sick Bank limit.

(d) Additional Personal Business Days. Additional leave may be requested by an employee subject to the Superintendent’s approval. If such additional leave is approved, such employee will be scheduled to work beyond the required summer work days for the number of additional leave days granted.

(e) Use of a personal day on the day before or after a holiday or recess period shall be at the sole discretion of the Superintendent or his designee.
7.4 Bereavement Leave. Employees shall be granted bereavement leave each year subject to the following terms and limitations:

(a) One (1) day of absence shall be allowed for the purpose of attending the funeral of any person regardless of relationship. Notice shall be given not later then the day preceding the absence.

(b) Three (3) days' bereavement leave shall be allowed in the event of an employee’s brother, sister, brother-in-law, sister-in-law, grandchild, grandparent or spouse’s grandparent.

(c) Five (5) days' bereavement leave shall be allowed in the event of the death of an employee’s spouse, child, parent, spouse’s parent or any person who is a member of the employee’s household, regardless of relationship.

7.5 Jury Duty Leave.

(a) An employee who is summoned and is actually required to attend and serve as a juror will be paid his/her regular per diem pay for time actually lost from work due to such jury duty.

(b) The employee shall be required to:

(1) Notify his/her immediate supervisor as soon as possible, within at least two (2) weeks before the day the employee is required to report for jury service, and if not possible, as soon as possible after receiving the notice to report.

(2) Return to his/her immediate supervisor a completed form certified by the court clerk.

(3) Cooperate with the District in requesting excuse or delay from jury service where the employee’s absence will adversely affect the District’s operations.

(c) It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty.

(d) The employee must promptly turn over to the District any payment received (except for monies received as reimbursement for out-of-pocket expenses) after receiving same.

7.6 Court Appearance. Employees shall be granted time off up to a maximum of three (3) work days without loss of pay when subpoenaed to appear as a witness, including any arbitration proceeding involving the Union, or when required to appear for the purpose of making a deposition. This leave shall not apply when the employee is a plaintiff or a defendant in any
proceeding, but absence due to the necessity for a court appearance as a plaintiff or a defendant may be charged against personal leave.

7.7 Child Rearing Leave.

(a) **Purpose.**

(1) Subject to the conditions set forth in this Article, child rearing leave may be granted to any employee for the purpose of caring for a child who is resident in the employee's own home during the period of the leave, provided that the employee desires to resume active employment following the expiration of such leave period.

(2) Further, the leave shall apply for caring for a newborn child or a newly adopted child five years of age or younger.

(b) **Advance Written Notice.**

Where the need for a leave can reasonably be anticipated in advance, as in the case of pregnancy, pending adoption or the like, the employee shall give the Superintendent written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin.

(c) **Application.**

(1) **Child Rearing.** Actual application for the leave shall be submitted to the Superintendent at least thirty (30) calendar days in advance of the first day of leave, whenever possible; and in no case later than the fifth (5th) actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control.

(2) **Adoption.** The employee will make every effort to provide at least thirty (30) days notice of intent. Leave shall commence with the adoption.

(d) **Term of Leave.** The unpaid leave of absence shall not exceed the balance of the semester which the leave commences plus four (4) additional full semesters.

(e) **Without Pay.** Child rearing leave is without pay or benefits of any kind.

(f) **Notice Intent to Return.** An employee on leave shall confirm to the Superintendent, in writing, the employee's intent to return on the required day and such writing shall be delivered to the Superintendent not later than the sixtieth (60th) consecutive calendar day prior to the last day of the leave. Employees who submit a timely notice of intent to return in September, upon request, shall be eligible for District health insurance benefits from the July 1st preceding the employee's return.
7.8 Remuneration When Absent Due to Compensable Injuries.

(a) Use of Sick Leave Credits. Employees absent because of compensable injuries will receive full pay with time absent charges to sick leave up to the amount of sick leave available to such employees.

(b) Sick Leave Credits Exhausted. When an employee is absent due to a compensable injury and his sick leave is exhausted before he can return to work, at the expiration of sick leave he will receive wage compensation as provided by the Worker’s Compensation Law.

(c) Sick Leave Extension Formula. Any workers' compensation wage reimbursement received by the School District on behalf of an employee will be converted to sick leave credited to the employee based on the following formula:

\[
\frac{\text{Reimbursement Received}}{\text{Employee’s daily rate of pay at the time of absence}} = \text{sick leave credit}
\]

7.9 Unpaid Leave: One Semester or Two Semester Leaves.

(a) Employees may request an unpaid leave of absence for a period of one or two semesters. If approved, such leave must commence with the beginning of a semester with written notice of not less than sixty (60) days prior to the commencement of the leave. The employee shall not accrue seniority during such leave. If granted, such leaves shall not involve more than 2% of the bargaining unit at anytime, and an individual employee shall be eligible for such leave only once in any seven year period. Not more than one employee may be absent from anyone building on such leaves at anytime.

(b) Such leaves shall be at the discretion of the Superintendent, but approval for such leaves shall not be unduly or unreasonably denied. Approval or denial shall be in writing with reasons given.

7.10 Other Leaves. The District reserves the right to grant such other leaves, paid and unpaid, as it may deem to be in the best interest of the District. The action of the Board in any single instance shall not constitute a binding precedent with respect to other requests for such leaves.

7.11 Extension of School Vacation Periods. The extension of vacation periods will not be approved for purposes other than those for which leave, with or without pay, would ordinarily be granted at other times. Employees who are absent for reasons other than those for which leave is ordinarily granted and who have not made any arrangements with the Board or the Superintendent shall be considered to be absent without leave or permission or
any adequate reason shall be considered to be insubordinate, in neglect of duty, or guilty of conduct unbecoming a teacher, as may be appropriate to the circumstances.

7.12 **Leave in Connection with Spouse’s Employment.** Leave will not ordinarily be granted for absence in connection with spouse’s employment, such as accompanying the employee’s husband to a convention. Where there is an unusual opportunity for self improvement, such as extended travel in a foreign country, the Board will consider requests on an individual basis.

7.13 **Special Leaves for Study, Travel or Special Services.** A leave of absence for not longer than ten (10) working days will be granted each year to not more than two (2) employees who apply for such leave under the following conditions:

(a) Leaves of absence for study shall be limited to study in an accredited institution of higher learning or under a fellowship grant from a recognized foundation or research organization engaged in education research.

(b) Leaves for travel may be granted when conducted by an accredited institution of higher learning for which course credit is granted by the institution.

(c) Special service leaves may be granted for full-time service when such service is directly related to the employee’s area of work.

(d) The individual shall reimburse the District for the cost of a substitute for the first five (5) working days of such leave. The District shall pay the cost of the substitute for the second five (5) working days.

7.14 **Military Leave.** Employees shall be granted military leave under the terms of the applicable statutes of the State of New York and the United States, subject to the following terms and conditions:

(a) The employee seeking use of such leave shall make every effort and shall provide written proof from the military authorities that such military leave could not be arranged or scheduled outside the school work year.

(b) The employee on military leave shall turn over to the District such pay and/or salary received from the military authorities by the employee on such leave to a maximum of the cost of a substitute employee required during such employee’s absence.

7.15 **Vacation.** Twelve (12) month employees shall be granted twenty-one (21) days of paid vacation leave to be credited annually on July 1st. If said employee has unused accumulated vacation leave at the end of a school year, the employee will be paid for these at the per diem rate. There shall be no accumulation of vacation benefits from one school year to the next.

7.16 **Holidays.** Twelve (12) month employees shall be entitled to the following paid holidays:
New Year’s Day
Martin Luther King Day
President’s Day
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day and the day after
Christmas Day, Christmas Eve and
The day after Christmas

ARTICLE 8

SABBATICAL LEAVE

8.1 Purpose. A sabbatical leave policy for the purpose of providing opportunity for professional self-improvement through a leave of absence with pay shall be adopted by the District. It is intended that such leave will result in increasing the individual’s value as an employee in the School District.

8.2 Eligibility and Use.

(a) Unit employees with at least seven (7) consecutive years of service in the North Tonawanda Public School System shall be eligible for sabbatical leave. The purpose of such leave shall be preparation for improved service in the District’s schools and may be granted for any of the following reasons:

1. Professional graduate study;
2. Travel in conjunction with study;
3. Research;
4. Independent study; and
5. Any combination of the above.

(b) An employee may take more than one (1) sabbatical leave, but must wait for an interim of seven (7) school years after the expiration date of the previous leave before making application. Priority shall be given to applicants seeking an initial leave.

8.3 Application.

(a) Applications must be made in writing to the Superintendent and must give detailed information regarding purposes of the leave, implementation, and practical
application to the District’s program. A sabbatical leave committee consisting of the Superintendent and two Association members shall review applications.

(b) Applicant for sabbatical must be made to the Superintendent by January 15, in the school year previous to the desired leave.

(c) In the event no applications are received or approved at this time, staff members may then apply for a spring semester leave by October 1 of the school year in which the leave will be awarded.

(d) Each applicant shall be notified in writing by the Board and/or the Association of acceptance or reasons for rejection within fifteen (15) days after the appropriate deadline.

(e) Final approval for granting of sabbatical leave rests with the Board, who will give consideration to the recommendation made by the Superintendent.

8.4 Length of Sabbatical Leave.

(a) Sabbatical leave may be granted for up to one full year as requested and mutually agreed upon in advance. A regular leave shall officially start at the beginning of the school term or year for which it was granted. The employee shall not be eligible to return to the position vacated until the period of leave has expired. The Board may discontinue payments for the following reasons:

(1) A leave ceases to serve the purpose for which it was granted.

(2) Default on the part of the staff member in the fulfillment of the conditions of the leave.

(b) Any basic change in leave plans must have the consent of the Superintendent and the Association.

8.5 Sabbatical Leave Regulations and Conditions.

(a) One (1) sabbatical leave may be awarded each year. Staff members may submit proposals to the Superintendent according to the following options:

(1) A full-year leave at $20,000 or one-half pay (whichever is less).

(2) Less than full-year leave pro-rated at the $20,000 annual or one-half pay (whichever is less).

(b) It is expected that the personal and professional integrity of the individual will assure his return to the service of the school system for a period of at least one (1)
year following the expiration of the leave of absence involving one (1) year, and
one-half (1/2) year following the expiration of the leave of one-half (1/2) year.

(c) On returning from leave, an employee shall have the right to continue in his former
position or one equivalent.

8.6 Rights and Benefits While on Approved Sabbatical Leave. Employees on an approved
sabbatical leave shall continue to receive the following:

New York State Teachers’ Retirement Systems Benefits at current rate;
Health benefits at current rate;
Accrued sick leave benefits. No sick pay while on leave (refer to NTUT
contract);
Tenure rights;
Any other benefits due professional staff members; and
Upon return from sabbatical leave, the employee will be credited with all
longevity as if he/she had not been on sabbatical leave.

8.7 Rules While on Sabbatical Leave.

(a) An employee on leave with pay shall not engage in gainful employment, unless such
remunerative service results from educational experiences which are part of the
leave, or unless the leave extends over a period (e.g. summer) of employee non-
payment.

(b) An employee on leave with pay shall not prepare by study or training for any
profession other than education.

ARTICLE 9

PROFESSIONAL IMPROVEMENT PROGRAM

9.1 Purpose and Use.

(a) A program for the purpose of providing opportunities for professional self
improvement shall be offered by the School District. It is intended that such a
program will result in increasing the individual’s value as an employee in the
District.

(b) Employees, who have received tenure in the District, will have an opportunity to
participate in a professional improvement program. This program will involve short-
term activities that have a direct relationship to upgrading and improving the skills
of the employees in their current instructional capacities. Such activities may be
related to but, not limited to the following areas:
Workshops, conferences, visitations, independent study and/or research program development and/or purchase of materials and other professional activities beneficial to the employee.

9.2 Application.

(a) Time for Submission. Applications for Professional Improvement activities must be submitted according to the following schedule:

(1) May 15 for first semester; October 1 for second semester; and January 15 for the summer.

(2) Sixty (60) calendar days prior to the initiation of an activity or less under extenuating circumstances.

(b) Application to the Superintendent. Applications must be made in writing directly to the Superintendent and must give detailed information regarding the activity and the direct relationship it will have to upgrading or improving the skills of the staff member in their current instructional capacity.

9.3 Review and Selection.

(a) P.I.P. Committee. A Professional Improvement Program Committee consisting of the Superintendent and two Association employees shall review all applications.

(b) Superintendent Selection. The Superintendent shall select the recipients. Rejection of any Professional Improvement Program will not be subject to any grievance procedure.

9.4 Length of Professional Improvement Program Leaves.

(a) Proposals for professional improvement activities may call for employees to be absent for up to but not to exceed ten (10) consecutive school days except in extenuating circumstances.

(b) Any basic change in professional improvement plans must have the consent of the Superintendent.

9.5 Professional Improvement Program Regulations and Conditions.

(a) The District will be responsible to continue the salary of the employees while involved in a Professional Improvement Program.

(b) Any financial benefit received by an employee while involved in a Professional Improvement Program must be returned to the District less meals, travel, lodging and outside planning time. Such expenses must be logged and dated with pertinent
receipts. Such records will be made available to the Superintendent on demand or at the completion of the Professional Improvement Program.

(c) Applicants will be given written notice from the District of acceptance or rejection within twenty (20) calendar days after the receipt of the report. Priority will be given to those programs that best serve the interests of the District.

(d) A tenured employee will be limited to one professional activity annually under this program.

(e) An employee who is involved in a Professional Improvement activity must present a report to the Superintendent on his/her accomplishments within 30 days of the termination of the activity. This report should emphasize the direct application of the products of the leave to the employee's instructional program.

ARTICLE 10

DISTRICT CONFERENCE POLICY

10.01 The Superintendent, at his discretion, may grant permission to any employee to attend such local, county, state, or national conferences as he deems to be in the best interest of the District. Any employee whose attendance at such a conference has been so approved, shall suffer no loss in pay on account of such attendance.

10.02 On July 1st each year, the District will budget $900.00 for each position in the bargaining unit on that date. These funds may be used by the person(s) in that position for expenses relating to attendance at such conferences.

10.03 If the Superintendent directs the employee to attend a conference, the employee will suffer no loss of pay and the District will pay all reasonable costs.

ARTICLE 11

WORK SCHEDULE

11.1 Work Year.

(a) Unit employees who are required to work up to 210 eight (8) hour days per year will do so as follows:

(1) Employees are required to work the teaching calendar, plus all business days from September 1 to an including June 30.

(2) A minimum of 50% of the work days required to complete the 210-day work year will be used for meetings, workshops, interviewing and building business as agreed to, between July 1 and August 31.
(3) A maximum of 50% of the work days required to complete the 210-day work year will be scheduled at other times during the school year with the agreement of the Superintendent, except that an employee may choose not to be scheduled during the District’s Christmas and/or Easter recess periods provided the employee agrees to make up the required days to complete the 210-day work year requirement at other time(s) through agreement with the Superintendent.

(b) The Director of Athletics, Physical Education, and Program Services is a twelve (12) month employee.

(c) Scheduling Committee.

A scheduling committee consisting of the Superintendent and two (2) Association members shall review and decide the work year schedules prior to June 1 of each year.

(d) Work Beyond Days in the Work Year.

Work which has been authorized by the Superintendent in advance and prepared by a unit member shall be compensated at the employee’s per diem rate.

11.2 Office Hours.

(a) Principals will, as a minimum, report to school fifteen minutes before teachers and remain a minimum of ten (10) minutes after the teachers depart.

In addition, employees will work a minimum of eight (8) hours per day beginning 15 minutes before teachers reporting time.

(b) These above requirements shall not relieve employees of duties and responsibilities which fall outside of office hours.

11.3 Work on Inclement Weather Days. When schools are closed by action of the Superintendent due to inclement weather, all employees covered by this Agreement will not be required to report for duty.

11.4 Involvement in Selection of Non-Unit Personnel. Each employee shall have the right to be actively involved in interviewing and selecting personnel to be placed under supervision and to have recommendations seriously considered by the Superintendent and/or designees.
ARTICLE 12

SALARIES AND SALARY RELATED ITEMS

12.1 Unit Salaries.

(a) The District will assign additional duties for the annual stipend of $4,758. The additional duties will be determined and continued at the sole discretion of the District. If some or all of the additional duties are continued, the incumbent administrator will have the right to perform the duties unless the District has determined that his or her performance of the duties in the preceding year to not warrant continuation. An administrator can opt out of performing the additional duties provided that the district has another administrator available.

(b) A three percent and nine-tenths percent (3.9%) increase on base salary effective July 1, 2008, July 1, 2009, July 1, 2010, and July 1, 2011 will be made for all bargaining unit employees.

(c) Annually, by July 1, the salary statement for each employee, signed by the Superintendent, will be furnished to each individual employee and a copy of each will be provided to the Association’s President by prior arrangement.

12.2 Degree Differential. In addition to the forgoing base salary, employees hired prior to July 1, 1995 who earn a Doctorate Degree (Ph.D), from a State accredited institution shall receive a stipend of $1,200.00.

12.3 Minimum (Entry Level) Salaries.

Minimum (Entry Level) salary amounts for each unit designation shall be as follows for the time period July 1, 2008 through June 30, 2012.

High School Principal (includes Masters Degree): $74,431
Elementary and Middle School Principals (includes Masters Degree): $66,028
Assistant Principals - High Schools (includes Masters Degree): $62,426
Director of Special Education (includes Masters Degree): $62,943
Director of Athletics, Physical Education, and Program Services (includes Masters Degree): $71,935
Assistant Principals - Middle School (includes Masters Degree): $58,970

12.4 Mileage and Travel Allowance. Mileage will be paid at the maximum allowable IRS rate per mile to employees for business mileage outside the North Tonawanda City School District only when incurred with the consent of the Superintendent. However, the employee shall have the option not to collect such travel allowances from the District for mileage and claim said mileage as an income tax deduction.
12.5 **Non-Resident Employee Tuition Waiver.** Pursuant to and subject to the limitations of the Board of Education Policy #7231, the natural and adopted children of North Tonawanda Administrative employees or spouse's children shall be entitled to attend North Tonawanda Schools with the waiver of the policy's provision regarding payment of tuition. Decisions regarding student placement shall be prerogative of the District.

12.6 **Assistant Principal Assuming Duties of Principal.** When an Assistant Principal or other unit member is assigned to the duties of a Principal or other unit member's position for ten or more consecutive work days, he/she shall be paid, starting with the first day, additional salary at the rate of fifty dollars ($50.00) per day after ten (10) or more consecutive work days; Reimbursement will not exceed the per diem rate of the incumbent.

12.7 **Designation When Principal Absent From Building.**

An Assistant Principal or person in charge should be designated when the Principal is absent from the building.

12.8 **Payment for Earned Graduate Credits.**

(a) **General.** Newly earned graduate credits shall be recognized for payment purposes in July each year. All approved graduate or in-service credits shall be paid on a per credit basis. In order to receive credit for payment purposes, official transcripts must be received by the Personnel Office no later than July 1.

(b) **Maximum Credits Allowed for Payment Purposes.** Up to a maximum of ninety (90) graduate credit hours shall be compensated at the rate of $110.00.

(c) **Requirements for Payment of Graduate Credits and In-Service Credit.** Graduate credits and In-Service credits which an employee expects to submit for pay purposes must be approved, in advance and in writing, by the Superintendent. The following credits, granted by a regionally approved, accredited institution will be approved:

1. Credits leading to a Masters Degree which are necessary for certification purposes relating to the employee's current assignment.

2. Credits leading to a Doctorate Degree, where such degree has a direct relationship to the employee's assignment.

3. Credits taken by an employee as recommended by the Superintendent as part of a program for improved performance.

4. Credits which allow for professional growth so long as such credits relate to the employee's current assignment.

5. The employee must have received a grade of "C" or above (or "S" for courses granting S/U status), for payment purposes.

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(6) In-service Contact credits shall be converted at a formula 30 In-Service Contact Hours = 1 Graduate Hour.

12.9 Longevity.

(a) Longevity payments shall be made to Association members as follows:

| In the 6th through 10th year of service | $700. |
| In the 11th through 15th year of service | $1,400. |
| In the 16th through 20th year of service | $2,100. |
| In the 21st year of service and beyond | $2,800. |

Effective July 1, 2010:

| In the 6th through 10th year of service | $900 |
| In the 11th through 15th year of service | $1,600 |
| In the 16th through 20th year of service | $2,300 |
| In the 21st year of service and beyond | $3,000 |

Effective July 1, 2011:

| In the 6th through 10th year of service | $1,000 |
| In the 11th through 15th year of service | $1,700 |
| In the 16th through 20th year of service | $2,400 |
| In the 21st year of service and beyond | $3,100 |

(b) Eligibility for longevity shall be determined on July 1st of every school year. Service shall be defined as service rendered in an Administrative position in the District. Association members employed prior to July 1, 1995 will receive one year of service credit for every two years of administrative service with another school district in New York State.

12.10 Mode of Salary Payment.

(a) Ten and one half (10 ½) month employees hired prior to September 1, 1999 may elect to spread their annual salaries over a twelve (12) month period as follows. Each payday beginning with the first pay in July, the employee will receive 1/27th of his contract salary. On June 30, said employee will receive an amount owed to the employee, in order to make the amount of their salary payment for the year equal to the amount of annual contract salary.

(b) Ten and one half (10 ½) month employees hired on or after September 1, 1999 will be paid beginning in September, in 22 payments. On June 30, said employee will receive the amount owed to them to make the amount of their salary payment for the year equal to their annual contract salary. Extra work days during the period July 1 to August 31 shall be paid at a per diem rate derived by dividing their contract salary by 210 days. This mode is optional for employees hired before September 1, 1999,
but once an employee has selected this payment plan, he/she cannot revert to the mode described in paragraph (a) above.

ARTICLE 13

PROFESSIONAL ENRICHMENT STIPEND

13.1 (a) Each member of the bargaining unit will be entitled to a professional enrichment stipend for participating in activities which enhance their effectiveness as a school leader. These job-related activities can include participation in workshops, professional speaking engagements or leadership roles in professional organizations.

(b) The activities must take place outside the employee’s normal work schedule.

(c) A stipend payment of $2,158 will be incorporated into the employee’s contract salary.

ARTICLE 14

RETIREMENT BENEFIT

14.1 Entitlement. Any member of the Association who retires from employment on or after the effective date of this Agreement, and who is eligible for and receives a normal NYSTRS Retirement Benefit and who has completed at least five (5) consecutive years of service in the District in the bargaining unit, immediately prior to retirement, will be eligible for a retirement benefit.

(a) Combined Benefit.

(1) The retirement benefit shall be a combined cash payment of $75.00 per day for each unused sick day, up to a maximum of 290 days plus health insurance, equivalent to the bargaining unit’s health insurance, paid by the District until the month after the employee’s 70th birthday.

(2) If the retiree dies before age 70, the retiree’s surviving spouse will continue to receive health insurance paid by the District until the month after the surviving spouse’s 70th birthday, or the month of the surviving spouse’s death, whichever event occurs first.

(3) The applicable health insurance coverage shall be the plan or plans that are described in the parties’ collective negotiation agreements.

(4) From age 65 to 70, the retiree will apply for Medicare and the District will pay the premium for Medicare supplemental insurance selected from among plans offered by the District.
(b) **Automatic Cash Payment.**

(1) Notwithstanding Section 14.1(a), the District shall automatically pay the retiring employee only a cash benefit, less applicable taxes, if the employee is subject to conditions that satisfy and are sanctioned by the Internal Revenue Code. The cash benefit will be $150.00 per day for each unused sick day up to the maximum of 290 days.

(2) The sanctioned criteria include the following. A form attesting to the applicable criteria shall be signed by the retiring employee and filed with the District before retirement. The criteria are as follows:

(i) the retiring employee is covered under a spouse’s or other immediate family member’s health insurance plan

or

(ii) financial hardship of the retiring employee or member of the employee’s immediate family

or

(iii) a requirement for cash to purchase a residence or pay for the college education of a dependent

(c) **Conditions.** As conditions of entitlement, the employee must:

(1) give the Superintendent advance written notice of intention to retire from employment. The notice must be received no later than April 1st of the fiscal year that precedes the fiscal year in which the retirement begins; and

(2) give the Board written notice of retirement from employment at least ninety (90) calendar days prior to the retirement date.

(3) Either or both of the above notice requirements will be waived, if necessary, to permit employees to participate in a New York State Retirement Initiative.

**ARTICLE 15**

**REDUCTION OF UNIT POSITIONS**

15.1 In the event that the Board determines that for fiscal reasons, or due to declining enrollment, or due to the closing of a school building or any other legitimate reasons, the number of unit employees shall be reduced, the following shall apply:

(a) Consideration shall be given to continuing the employment of the person whose position has been eliminated in another Administrative position or teaching position in the school system, if there is an opening and the person is certified for the open position and there are no legal or contractual restrictions.
(b) The term "consideration" does not mean obligation to employ.

(c) In the event employment of the person whose position has been eliminated is continued, his/her salary shall be determined as follows:

(1) As a unit member, the salary shall be determined within the range set for that unit position.

(2) As a teacher, the person will receive credit for teaching and administrative experience in North Tonawanda for placement on the teacher's salary schedule.

ARTICLE 16

TERMS AND CONDITIONS OF THIS CONTRACT

16.1 Retroactivity. Retroactive application of salary and salary-related items in Article 12 shall apply only to those employees employed on the date this Agreement was ratified by the Association and the Board. All other terms of the Agreement will become effectual after ratification unless expressly stated otherwise herein.

16.2 Finality. All matters relating to wages, salaries, hours, and terms and conditions of employment between the Association and the District have been negotiated as indicated in this contract, that there shall be no further consideration of such matters for the period July 1, 2008 - June 30, 2012, and that all demands, requests, suggestions or other indication of change in salaries, wages, and other terms and conditions of employment have been withdrawn by both parties. It is further agreed that any request on the part of either party to renegotiate any condition of this Agreement in contravention of the foregoing provision shall not be an item on which the other party is required to negotiate.

16.3 Rights Reserved By the District. It is agreed that, except as otherwise provided in this contract, wages, salaries, hours, and terms and conditions of employment are determined by the Board in accordance with the provisions of the Education Law and other applicable statutes and regulations of the Commissioner of Education, regulations of the New York State Public Employment Relations Board, and other regulations having the force of law. It is agreed that except as these matters may be determined by law or by regulations of the Commissioner of Education, the duties and responsibilities of employees represented by the Association shall be as determined by the Superintendent, subject to the approval of the Board.

16.4 Validity. It is agreed that any provision of this Agreement which is or in the future may be found to be in violation of applicable statutes or regulations having the force of law is null, void, and unenforceable. It is agreed that such voiding of a provision of this Agreement applies only to such provision and does not affect the validity of the remainder of the Agreement, which shall remain in full force and effect.
16.5 Future Negotiations. It is understood that negotiations of a contract governing the fiscal year beginning July 1, 2012 may begin on or after November 1, 2011, at the request of either party. It is understood and agreed that as a condition of good faith negotiations, either party may be required to meet at least once a month until April, 2012, when either party may be required to meet at least twice monthly until negotiations are concluded.

16.6 Impasse Proceedings. It is agreed that in the event that negotiations may be declared to be in impasse in accordance with the provisions of the Public Employees Fair Employment Act of 1967, and the regulations of the Public Employment Relations Board, the provisions of the Act and the procedures of the Public Employment Relations Board may be called upon for assistance in the resolution of the impasse by either party. It is agreed that in accordance with the provisions of the Public Employees Fair Employment Act, an impasse may not be declared prior to 60 days prior to the Board’s budget submission date, provided that both parties have abided by the obligation to meet, discuss, and negotiate in good faith as provided in this Agreement. However, an impasse declaration may be advanced to an earlier date by mutual consent.

16.7 Legislative Action.

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of __________, 2008, executing this Agreement in lieu of any other Agreements which may have heretofore been written, spoken, or implied between the parties.

CITY SCHOOL DISTRICT OF THE CITY OF NORTH TONAWANDA, NEW YORK

Vincent Vecchiarella
Superintendent

NORTH TONAWANDA SCHOOLS ADMINISTRATORS ASSOCIATION

[Signature]

President
ATTACHMENT “A”

HEALTH INSURANCE WAIVER AGREEMENT

I, ______________________________, an employee of the City School District of the City of North Tonawanda, do hereby agree to waive my contract right to the Health Insurance benefits provided by the District. I certify that I am currently covered by adequate health insurance through my spouse or other family member. In exchange for waiving the right to such coverage for the entire year, the District will pay directly to me an amount of $800 for the Family Plan waiver, or $357 for the Individual Plan waiver. Prorated payments will be made in January and June of each school year.

I understand that I may elect at any time during the year to reinstate my health insurance coverage. Such coverage will then be provided within ten (10) days of written notification to the carrier.

Date: ______________________________ ______________________________
Employee Signature

WITNESS: Accepted on behalf of the District

_________________________________ ______________________________

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ATTACHMENT “B”

SPLIT DOLLAR AGREEMENT LIFE INSURANCE AGREEMENT

between

NORTH TONAWANDA CITY SCHOOL DISTRICT

and

NORTH TONAWANDA SCHOOLS ADMINISTRATORS ASSOCIATION

1. This Agreement is dated ________________________________

2. The Parties are:
   a) NORTH TONAWANDA CITY SCHOOL DISTRICT
      [District]
   b) ________________________________
      [Employee]

The District is the Owner. The person with the right to designate the beneficiary for the balance of the proceeds [hereinafter “third party”] is named above.

3. The Parties listed above and who sign this Agreement, agree as follows:
   a) A life insurance policy [hereinafter “Policy”] has been or will be applied for from Metropolitan Life Insurance Company [hereinafter “Insurer”] on the life of ________________________________.
   b) This Agreement is effective as to a particular Policy upon execution of this Agreement, or upon issuance and acceptance of such Policy, whichever is later.
   c) The Parties to this Agreement shall execute and forward promptly and without unreasonable delay, changes in beneficiary designation forms and documents, including the Policy, as required by the Insurer, to facilitate the exercise of any rights of the Parties hereto.

4. The North Tonawanda City School District is the policy owner.

5. The Premium Payor shall contribute towards the premium payment any amount that it deems appropriate. However, any such contribution cannot exceed the maximum amount of premium payment as determined by the Insurer.
6. a) Upon the death of the Insured, active employee, the District shall receive the sum of the premiums paid by the District. The beneficiary as named in the insurance policy shall receive the balance of the proceeds not otherwise payable to the District.

b) Upon retirement of the Insured employee, the Insured shall have the right to replace the District as the Premium Payor if the retiree pays the District any premiums due from the date of retirement. The District will retain ownership of the policy. Upon death of the Insured, the District shall receive the sum of the premiums paid by the District. The beneficiary as named in the insurance policy shall receive the balance of the proceeds not otherwise payable to the District.

c) Upon termination of the Insured employee, other than retirement, the Insured shall have the right to purchase the policy by paying the District the amount of premiums paid by the District.

7. This Agreement shall terminate for any of the following reasons:

a) Performance of its terms, following death of the Insured; or

b) Termination of employment (exception see 6 above).

8. In all instances of termination, the District will certify as required by the Insurer the extent of its interest in the Policy, and payment of such amount shall release the Insurer from any liability to the District, and all other parties to this Agreement. The amounts owed to the District shall be as designated under paragraph 6a), 6b) or 6c) of this Agreement.

9. Any modification to this Agreement must be by a written modification signed by the Parties hereto. The modification must conform to local/state law.

10. The Metropolitan Life Insurance Company is not a party to this Agreement. With respect to any contract of insurance issued pursuant to this Agreement, the Life Insurance Company shall not be bound to inquire into or take notice of any of the covenants herein contained as to policies of life insurance. The Life Insurance Company shall pay the entire death benefit under the policy or policies subject to this Agreement in accordance with the last beneficiary designation on file with it.

The Insurer shall be discharged from all liability in making payments of proceeds, and in permitting rights and privileges under a policy to be exercised pursuant to the provisions of the policy. The Life Insurance Company is authorized to act on all requests of the Policy owner without investigating the terms of this Agreement.

11. This Agreement shall bind all parties, their successors and assigns and any policy beneficiary.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

________________________  ________________________
EMPLOYEE                  DISTRICT
DATE ______________________ DATE ____________________

31
OFFICIAL GRIEVANCE FORM
North Tonawanda School Administrators Association

GRIEVANCE NO.__________ DATE________________

GRIEVANT ____________________________________________

ASSOCIATION REPRESENTATIVE _____________________________

FACTUAL STATEMENT OF GRIEVANCE
(Use an extra sheet if necessary)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

STATE SPECIFIC ARTICLES/SECTIONS WHICH WERE VIOLATED ________

________________________________________________________________________

________________________________________________________________________

STATE REQUESTED REMEDY ________________________________

________________________________________________________________________

________________________________________________________________________

Employee's signature

SUPERINTENDENT'S ANSWER

________________________________________________________________________

________________________________________________________________________

Superintendent of Schools

ASSOCIATION'S RESPONSE

________________________________________________________________________

Association Representative