

**Buffalo Council of Supervisors
and Administrators**

Master Contract

July 1, 2001

To

June 30, 2004

between the

**Board of Education Of the City
School District Of Buffalo New York**

and the

**Buffalo Council Of Supervisors
And Administrators
Local #10 AFSA**

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This contract entered into by and between the Board of Education of the City of Buffalo, hereinafter the "Board," and the Buffalo Council of Supervisors and Administrators, hereinafter the "Council," shall be effective for the period July 1, 2001 through June 30, 2004.

ARTICLE 1

Preamble

- A. The Board and the Council recognize that the development of educational programs of the highest quality for the benefit of the students and the community can best be obtained when the Board and the Council operate within a framework utilizing their mutual ability, experience, creativity, and judgement which are necessary and essential for the advancement of our educational system.

ARTICLE 2

Recognition

- A. The Board recognizes the Council as the exclusive bargaining agent on behalf of all Principals, Assistant Principals, Directors, Supervisors, Project Administrators, Assistant Superintendents, and any other persons serving in supervisory capacities herein sometimes called "Administrator(s)" employed by the Board for the purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment and the administration of grievances arising thereunder. The Council recognizes the Board as the legally constituted instrument of local school government and the Superintendent of Schools as its Chief Executive Officer.
- B. The Council agrees to maintain its eligibility to represent the aforesaid employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, handicap, sex or marital status, and to represent equally all employees within the bargaining unit without regard to membership or participation in, or association with the activities of any employee organization.

ARTICLE 3

Council Rights and Board Rights

- A. The Board shall make available to the Council, upon request, such information, statistics and records in the Board's possession relevant to negotiations or necessary for the proper administration of this contract.
- B. The Superintendent and representatives of the Council shall meet at the request of either party to discuss matters relating to the implementation of this contract and other matters

of concern. If the Superintendent is not available, she shall designate her representative, or if the Council prefers, the meeting shall be rescheduled for the earliest date on which she is available.

- C. It is agreed that prior to and during negotiations with other employee organizations, the District may discuss with the Council President issues involved in those negotiations which affect the administration of schools. The District may also solicit the input of bargaining unit members.
- D. Whenever it is necessary for the President of the Council or the President's designee to engage in activities directly relating to the Council's duties as representative of the employees covered by this contract, which cannot be performed other than during school hours, upon the approval of the Superintendent or the Superintendent's designee, the President or the President's designee shall be given such time, without loss of pay, as is necessary to perform such activities.. The present policy of permitting employees covered by this contract to leave their own schools or offices on official business upon appropriate notification shall be continued and shall apply as well to the right of the President of the Council or the President's designee upon appropriate notification to visit schools or offices during regular school hours to investigate working conditions, complaints, problems and/or other purposes relating to the Council's affairs.
- E. Upon application, the Board shall grant to a maximum of two (2) probationary or contract Administrators leaves of absence without pay on a year to year basis for the purpose of service on the staff of the Council or its affiliates. Upon return from such leave, the Administrator shall be granted up to four (4) years of increment credit.
- F. Upon application, the Board shall grant Administrators leaves of absences, with or without pay, on a year-to-year basis for the purpose of service as an elected officer of the Council or its affiliates. Upon return from such leave, the Administrator shall be granted increment and longevity for the entire period of the leave.
- G. Administrators who elect the option of receiving a paid leave of absence under the above two paragraphs of this contract shall be entitled to all payroll services and fringe benefits which are available to other Administrators. The Council shall reimburse the Board on an annual basis for the individual's salary and fringe benefits cost.
- H. Whenever representatives of the Council are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss of pay. Negotiations shall, whenever practicable, be scheduled during normal business hours.
- I. There shall be a seat reserved for the Council at all School Board meetings and the Council shall receive a Board folder of the meeting at the same time it is received by

Board members. The Council representative shall be permitted to attend the Board meetings without loss of pay.

- J. Upon receipt of the Board folder, a representative of the Council shall meet with a representative of the Board to review the agenda and to determine which, if any, persons represented by the Council should be advised of business expected to come before the Board involving their schools, positions, and/or administration of their duties. Those persons so advised will be encouraged to attend the Board meetings.
- K. The Council, upon written request stating the reason therefore and delivered to the Board Office no later than 10:00 a.m. the Friday preceding the meeting, shall be given an early place on the agenda of any regular meeting of the Board.
- L. The Council shall be given a place on the agenda of the Orientation Program for new teachers.
- M. The Council shall be notified of any new anticipated Federal and State programs, and the Board shall discuss with the Council the effects of such programs on administrative conditions and shall otherwise confer regarding such programs.
- N. No existing Board policies, instruction or handbooks shall in any way limit the rights granted employees covered by this contract. Any portion of the existing documents that is inconsistent with this contract shall be ineffective. The Council recognizes and accepts its responsibilities as stated in Instructional Policy B 1 of the Policies of the Buffalo Public School which states:

"Principals of schools shall be the responsible heads of their respective schools for leadership, operations, supervision, evaluation and improvement of instruction, adaption of the curriculum to the needs of their student bodies and for development of constructive community/school relationships. They have general supervisory responsibility for all aspects of their school plants."
- O. The Board and the Council jointly recognize Principals as the responsible professional heads and educational leaders of the schools they administer, and Assistant Principals as their immediate aides. In this capacity, Principals shall be consulted in all matters directly affecting the operation of their schools. Concerning matters that affect the administration and supervision of all schools, which are provided for in this contract, the Superintendent shall consult the Council or its representative. This shall not be interpreted as affecting the rights and responsibility of the Board to make policy decisions affecting the schools.

- P. The present policy of giving consideration to the request of Principals that teachers be transferred from their staffs for cause shall be continued. —
- Q. Whenever a teacher is being considered for promotion, the evaluation and recommendation of the teacher's current Principal and subject area supervisor shall be given consideration. —
- R. All employees covered by this contract shall have the right to be restored voluntarily to a previously held lower tenure position with all its attendant rights, provided that a vacancy exists, with full credit for all years of service in all certified positions with the Board. If no vacancy exists, the affected employee shall have preference in reinstatement to the next vacancy in accordance with seniority. —
- S. All employees covered by this contract shall have the right to have Council dues deducted from their paychecks. Deductions shall be made in accordance with a plan mutually agreed upon by the Council and the Board. The employees shall authorize such deductions in writing and such authorizations shall continue in effect until written revocation shall be delivered or mailed to the business office of the Board by the Council member. —
- T. Principals and Assistant Principals shall have a one-half (1/2) hour duty free lunch period at approximately the middle of the day. This shall not require assignment of additional personnel. —
- U. Principals shall be afforded opportunities to interview teachers about to be assigned to their staffs in order to assess whether such teachers will be suitable and compatible with the school's environment. Principals shall inform the appropriate supervisor in writing whenever they have significant doubt regarding the appropriateness of any assignment of a teacher. Whenever possible, prior consultation with Principals shall take place before members of their staffs are removed or transferred, except that a teacher's request for confidentiality in this matter shall be respected. —
- V. Should the position held by an employee covered by this contract be eliminated for reasons other than evaluation, the employee shall be advised of the reason or reasons and shall be assigned to the next available vacancy in the same or similar tenure area according to seniority. —
- W. Any complaints registered about an Administrator which become a matter of record shall be promptly called to the Administrator's attention. —
- X. Derogatory letters or reports shall not be placed in the Administrator's file without the Administrator's knowledge and without the Administrator having been afforded an opportunity to make a written statement of response to be attached to the derogatory statement. —

Discipline and Termination

- A. No Administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth; provided, however, that in the case of such action against a non-tenured Administrator which is based upon the results of an evaluation, the provisions of Article 6 shall apply. Tenured Administrators shall have the option of applying the appropriate sections of the New York State Education Law, including Section 3020-a, or of electing to have the disciplinary matter pursued in accordance with the procedures described in paragraph Article 4(A)(1) immediately below.
- (1) (a) Charges will be preferred against the employee, voted upon by the Board of Education and served upon the employee in accordance with Education Law Section 3020-a.
- (b) Within ten (10) days from the employee's receipt of the charges, the parties' attorneys (or the party in the event he/she is appearing pro-se) shall arrange a telephone conference with hearing officer Howard Edelman (or, alternatively, in Mr. Edelman's absence or unavailability to meet the following deadline, hearing officer James Gross, hearing officer Stuart Pohl, or hearing officer Louis Ricci). The sole purpose of the telephone conference shall be to set a hearing date(s), which in no event shall be later than forty-five (45) days from the date of the telephone conference. Once said date(s) is established, there shall be no adjournment except for good cause, which may include the non-availability of a party's major witness(es), established to the satisfaction of the arbitrator.
- (c) Upon request, the parties shall disclose to one another (or their attorneys, as the case may be) all relevant documents and information. It is understood that the Council shall have no obligation or authority to waive an employee's rights under the Fifth Amendment to the United States Constitution or Article 1, Section 6 of the New York State Constitution. It is further understood that the Board is precluded from offering into evidence at the hearing any information directly or indirectly received from the Council, except to the extent such information was in the Board's possession prior to the time it reached the decision to discipline the employee. Such requests for information shall be tendered no later than

ten (10) days after the initial telephone conference with the hearing officer. The parties shall provide such information within fourteen (14) days of the date of the request or seven (7) days before the hearing date, whichever is earlier. The hearing officer is authorized to issue an order to produce or an appropriate preclusion order in the event there is not compliance with this provision.

- (d) Five (5) days prior to the hearing, the parties shall meet to discuss and resolve any outstanding procedural issues.
- (e) The parties agree to submit closing arguments, rather than briefs, upon the close of the receipt of evidence unless the hearing officer specifically indicates his/her preference for briefs.
- (f) The hearing officer's determination shall be made to the parties in writing within thirty (30) days from the close of the hearing (or, if applicable, the date for submission of briefs).

B. Should a temporary Administrator be terminated involuntarily for reasons other than evaluation prior to the end of the school year, or should a probationary Administrator be terminated involuntarily for reasons other than evaluation before attaining tenure status, the Administrators shall be advised, upon request, of the reason for termination and shall suffer no loss in regular pay and benefits for a period of at least thirty (30) days following notice of termination. If the final determination is in the Administrator's favor, full restitution of position pay and benefits shall be received.

C. Sixty (60) days notice shall be required for termination of an Administrator at the end of the probationary period.

D. In any case, when the Board notifies an Administrator in writing of pending termination, a copy of such notification shall be forwarded to the Council.

ARTICLE 5

Administrative Conditions

A. A committee shall be formed consisting of representatives of the Superintendent and one member from each constituent organization of the Council. The purposes of the committee shall be to evaluate the administrative needs, conditions, and practices of the schools and to make recommendations to the Superintendent designed to improve administration of the schools. Its aim shall be to provide sufficient data to the Superintendent to acquaint the Superintendent with the specific needs and problems of Administrators. This Committee shall be convened at least once a year to study the

administrative conditions needs and practices of the schools. This annual meeting should be held early in the second semester of the school year so that sufficient time is given to the Superintendent for the possible implementation of the committee's recommendations. Additional meetings of the committee may be called by the Superintendent or the Council as the need arises.

- B. Whenever the Principal or Assistant Principal is absent, the Administrator in charge shall have the right to request that a substitute teacher be assigned to release an experienced member of the faculty for assignment to the office.
- C. Teacher aides, teacher assistants and school aides shall be used for the purpose of providing teacher preparation time, noon and dismissal supervision, assistance to teachers, teacher relief, and other such duties as decided by the Principal.
- D. The Principal of a school has the responsibility and the right to require that teachers plan adequately and in writing for each lesson to be taught, and the Principal, Assistant Principal, Directors, Supervisors and other Administrators shall have the responsibility and the right to review these plans.
- E. Principals shall be informed of the timetable when first available for the rehabilitation of their schools and will have the opportunity to make suggestions for such rehabilitation.
- F. The Council shall be involved in the planning of new construction and/or renovation of existing schools before any construction has begun.
- G. Each Administrator with responsibility for administering any of the Board's labor agreements shall be provided with a copy of each contract for which she has responsibility.
- H. Building Administrators shall be given the opportunity for input on policies developed regarding the assignment of substitute teachers.
- I. The District will make available to each school one dollar (\$1.00) per pupil to be used by the Building Principal for the incidental purchase of supplies and materials. Building Principals may purchase such incidental supplies and materials and submit a voucher for reimbursement.

ARTICLE 6

Administrator Evaluation

- A. Provisions for the evaluation of the work of employees covered by this contract are the responsibility of the Superintendent. The development of instruments and procedures for

evaluation is a proper concern of the said employees. Therefore, a committee shall be composed of representatives chosen by the Council and representatives chosen by the Superintendent to review such instruments and procedures.

- B. All employees covered by this contract shall have the right to have their evaluations reviewed at a meeting with the Associate Superintendent for Instructional Services and/or Superintendent of Schools, provided the employee requests same in writing to Associate Superintendent for Instructional Services. If the employee requests it, a representative designated by the Council may accompany the employee at such a meeting.
- C. Each employee covered by this contract shall have the right, upon request, to review the contents of the employee's own personnel file except confidential reference information supplied at the request of the Board for the purpose of obtaining employment or promotion. A representative of the Council may, at the employee's request, accompany the employee during such a review. Each employee has the right to have letters answering an adverse evaluation included in the employee's personnel file.

ARTICLE 7

Promotions

- A. Whenever the Board determines to fill vacancies in existing or newly created administrative positions covered by this contract, such vacancies shall be announced by means of standard recruitment bulletins distributed for posting throughout the school system, with the initial vacancy being specifically identified except in cases of emergency. Subsequently, however, and within a reasonable period of time, such unspecified vacancy shall be identified and announced.
- B. Any qualified person may apply for an announced vacancy.
- C. In filling such vacancy, the Board agrees to give due weight to the professional background, certification in the required area, evaluations, and attainments of all applicants. However, when two or more applicants are equally qualified in the judgment of the Superintendent on the basis of all factors considered, then the applicant with the greatest length of seniority as an Administrator shall be promoted to the position. The judgement of the Superintendent shall be final and binding.
- D. Acting Appointments. No vacancy in an existing or newly created bargaining unit position shall be filled, on an acting basis, except upon compliance with the terms set forth in paragraphs (1) through (6) below.
 - (1) The Board may fill a vacancy on an acting basis and without use of a standard recruitment bulletin for a period not to exceed thirty (30) calendar days.

Beginning no later than the thirty-first (31st) calendar day after the individual assumes the position on an acting basis, the Board shall post the position by means of a standard recruitment bulletin distributed throughout the school system.

- (2) No later than seventy-five (75) calendar days after the individual assumes the position on an acting basis, the Board shall fill the vacancy on a permanent basis. The person serving in the acting capacity may continue in that position during the posting period and the time necessary to complete the filling of the position on a permanent basis.
- (3) In order to give effect to the provisions set forth in paragraphs (1) and (2) above, the Board agrees to provide the President of the Council, no later than the fifth (5th) day of each month, the following information in writing:
 - (a) A list of all positions filled by acting Administrators in the previous month;
 - (b) For each position, the name of the individual filling the position on an acting basis;
 - (c) The date of the appointment of the individual as the acting Administrator;
 - (d) Copies of all recruitment bulletins announcing the vacancy which is the subject of the acting appointment.
- (4) The terms of these procedures relating to Acting Appointments shall not apply to temporary appointments to an encumbered position where the incumbent is absent on a leave.
- (5) Any exceptions to the procedures relating to Acting Appointments must be agreed to in writing by the President of the Council and the Superintendent. Any exceptions agreed to by the parties shall not be construed by either party as modifying the rights of the parties under this contract, nor shall it constitute a precedent or practice with regard to this or any other matters.
- (6) These procedures relating to Acting Appointments shall be enforced pursuant to the Grievance Procedures set forth in Article 14 of this contract.

ARTICLE 8

Lateral Transfers

- A. Administrators who wish to be considered for lateral transfers to unfilled vacancies in

existing or newly created administrative positions may do so by submitting requests in writing to the Superintendent identifying the positions desired.

- B. When the Board determines to fill a position by means of a lateral transfer, such transfer shall be based on seniority as an Administrator only if all other factors are equal in the judgement of the Superintendent, whose judgement shall be final and binding.

ARTICLE 9

Salary Schedules

1. Effective July 1, 2001 2.75% increase; on June 30, 2002, adjust salary schedules a second time to reflect a total adjustment of 3.5% from the prior year's contract.
- Effective Sept. 1, 2002 3.0% increase
- Effective October 1, 2003 3.5% increase

Note: The salary schedules are set forth at Appendix A to this Agreement.

2. Effective July 1, 2002, the salary schedule for Project Administrator I shall be eliminated. All Project Administrator I positions at that time will become Project Administrator II positions and individuals in those positions will be placed at the corresponding step in that schedule.
3. Effective July 2, 2001, the titles Project Administrator V and Project Administrator IV shall be eliminated.

ARTICLE 10

Salary Upon Promotion

- A. In the case of promotion, the individual promoted shall be placed on the salary step of the new schedule which applies to the individual's position the dollar amount of which is next higher than the individual's salary immediately prior to promotion. No individual shall receive lesser salary than he or she would be entitled to receive in the same year in a lower position classification.

ARTICLE 11
Employee Benefits

Health Care Coverage

- A. Administrators shall be required to participate in any Board issued health insurance survey.
- B. Where a husband and wife are provided coverage for health care expenses only one spouse may be enrolled, and then, only for "family coverage."
- C. Employees will be provided coverage for health care expenses through the choice of one of the following carriers:

Indemnity coverage through the Buffalo City School District plan subject to the applicable deductibles and co-pays, with a Third Party Administrator to be selected by the Board, Independent Health (Encompass/Gold Plan), Community Blue I or Univera. Employees may enroll in either the family plan coverage or the individual plan coverage. The plans shall include a \$7/15/25 prescription rider (or equivalent thereof if not offered).

An employee who enrolls in any plan for which the prescription co-pay exceeds the \$7/15/25 co-pay requirement shall be entitled to submit claims in a form determined by the Board with the accompanying receipt(s) for the difference and/or the amount paid by the employee under the health insurance plan and the \$7/15/25 co-pay amount. Reimbursements shall be paid, twice per year..

The Board retains the right to add additional providers of health care coverage during the life of the contract..

D. Health Care for Retirees

Health care coverage shall be provided at the Board's expense subject to the following conditions:

Health care coverage for retirees is available to bargaining unit employees who retired and who are eligible to retire from service under New York State Teacher's Retirement System rules and who have seventeen (17) years of Board service and retire from active service with the Board into the New York State Teacher's Retirement System.

It is agreed and understood that a retiree is entitled to receive the same health care coverage which the retiree received at the time of his/her retirement, subject to the availability of said coverage. If the coverage is no longer offered, the retiree may choose coverage available to active employees.

Where a husband and wife, by virtue of their mutual employment with the Board are eligible for coverage for health care expenses in retirement and there are no dependents, each employee shall be eligible for one single coverage and not for family coverage. In the event that there are dependents, only one spouse shall be enrolled and then only for family coverage.

In the event of the death or divorce from a spouse who carries the health care coverage, the non-carrying spouse who would have been eligible for coverage through employment with the Board will be eligible to enroll in a health care plan available at that time. In situations where the non-carrying spouse retiree can verify a need for family coverage he/she will be enrolled for family coverage; otherwise the surviving spouse retiree will be enrolled for single coverage.

Married retirees without dependents shall be eligible for two (2) single coverages only and not for family coverage. Both the retired Administrator and his or her spouse must apply for Medicare Parts A & B when eligible.

In the event of divorce or death of the retiree, coverage for the spouse shall cease.

Surviving spouses of retirees who were participating in the benefit but were not entitled to enroll in coverage because they were not employed by the Board, will be provided the opportunity to exercise their COBRA rights.

Those eligible retirees, who retire on or after January 1, 2001, will be required to contribute the following:

Effective	Family Coverage		Single Coverage	
	Quarterly	Annual	Quarterly	Annual
January 1, 2001	\$250	\$1000	\$125	\$500
January 1, 2002	\$300	\$1200	\$150	\$600
January 1, 2003	\$350	\$1400	\$175	\$700
January 1, 2004	\$400	\$1600	\$200	\$800

The contribution rate applicable as of the date of the employee's retirement shall remain fixed for the life of the retiree. Payment for the retiree's share of health insurance costs must be made on a quarterly basis. Employees retiring under the terms of this contract shall pay deductibles in effect pursuant to Section C hereof.

Employees and their spouse who retire under the terms of this contract shall enroll in Medicare Parts A & B when they become eligible.

Retirees will be eligible to participate in the "Open Enrollment" process each year as they have

as active employees. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them and will be told of the proposed rates. If the retiree misses the deadline for an "Open Enrollment" change (s) he will not be eligible for another year.

E. Waiver of Medical Coverage

Employees who are eligible to participate in one of the Board's health care plans and who can produce documentation which certifies that they have coverage for health care expenses through other sources are eligible to participate in the Board's Waiver Incentive Program.

Eligible participants shall receive an annual payment of one thousand two hundred dollars (\$1,200) in a separate check payable in the second pay period in January for participation during the prior calendar year.

The plan year for the Waiver Incentive Program is January through December.

If an individual participating in the Waiver Incentive Program elects to enroll in the Board's health care program, the amount of the incentive will be proportionately reduced (\$100) per month based on the number of months the individual participated in the Board's Waiver Incentive Program, eligibility for the incentive will cease, and the employee will be enrolled in the Board's health care program of his/her choice.

F. Waiver Pool

Eligibility to participate in the Health Care Waiver Pool will be limited to the spouse who is not enrolled in the Board health care program when both husband and wife are eligible to participate.

The Board will establish a reserve amount made up of the difference between the amount the Board would pay for health care coverage for the individuals who waive coverage in a year as if the individuals had been covered by the average-cost family coverage alternatively offered by the Board during the year and the total amount paid out with respect to such year under the Board's Waiver Incentive Program. Seventy-five percent (75%) of this account shall be retained by the Board.

Twenty-five percent (25%) of the account will be distributed on a per-capita basis among the eligible participants in the Waiver Pool, but in no event shall the amount of the payment exceed one thousand two hundred dollars (\$1,200) or \$100 per month. Payment for participation during the prior calendar year will be made on an annual basis payable in the second pay period in January in a separate check.

The plan year for the Waiver Pool is January through December.

In the situation where there is the occurrence of an event which necessitates an individual participating in the Waiver Pool program to enroll in one of the Board's health care programs, participation in the pool will cease and the individual will be enrolled in the Board's health care program of his/her choice with any administrative expenses incurred reimbursed by the Board. The amount distributed to such individual will be proportionately reduced based on the number of months of participation in the Waiver Pool.

G. All retirees must respond to any Board issued health insurance survey.

H. All retirees and their covered spouses over 65 or on Social Security Disability covered by this contract must subscribe to Medicare Parts A and B coverage as another condition of eligibility for the District's health insurance benefit. In addition, retirees must also maintain with the District current personal information, including (but not limited to) address, family status, telephone number, etc.

1. IRS 125 Cafeteria Plan.

Effective January 1, 2002, employees covered by this agreement will be afforded the opportunity to participate in an IRS Section 125 Plan established by the parties in accordance with the Internal Revenue Service Code Section 125. This plan will allow employees to participate in programs for unreimbursed medical expenses; dependent care expenses and qualified transportation expenses.

J. Supplemental Benefit Fund.

Effective July 1, 2001, the Board will pay into the Council Supplemental Benefit Fund five hundred twenty dollars (\$520) for each Administrator during the 2001-2002 school year.

Effective July 1, 2002, the Board will pay into the Council Supplemental Benefit Fund five hundred twenty-five dollars (\$525) for each Administrator during the 2002-2003 school year.

Effective July 1, 2003, the Board will pay into the Council Supplemental Benefit Fund five hundred thirty dollars (\$530) for each Administrator during the 2003-2004 school year.

Miscellaneous Benefits

K. When any employee covered by this contract is assigned to the duties of a promotional position for more than five (5) consecutive school days, said employee shall be paid the salary applicable to the promotional level for all such days.

L. Except where it may not be feasible, any educational programs sponsored or operated by the Board and/or administered by its employees, operated outside of regular school hours or outside of the regular school year, shall be administered by the Principal or Assistant

Principal in the school in which these programs operate or other Administrator in schools where there is no Principal or Assistant Principal regularly assigned if the person so desires. This provision shall not apply in those instances where an in-service program is conducted on a District-wide basis for Board of Education staff. In those instances, the Associate Superintendent for Instructional Services shall designate the appropriate Administrator(s) to administer the District-wide in-service program.

If the persons referred to herein decline the appointment, it shall be offered to other Principals and Assistant Principals in the system in the following order:

- I. Principals in other schools at the same organizational level according to their seniority as an Administrator.
2. Assistant Principals in other schools at the same organization level according to their seniority as an Administrator.
3. Principals with appropriate credentials in schools at the other organizational level according to their seniority as an Administrator.
4. Assistant Principals with appropriate credentials in schools at the other organizational level according to their seniority as an Administrator.

For the purpose of administering the provision set forth above, all high schools (academic, vocational, technical, and comprehensive), all junior high schools, and all middle schools shall be considered the secondary organizational level. All other schools shall be considered the elementary organization level.

- M. The Principal shall not be responsible for programs operated outside the regular school hours or outside the regular school year which are not operated or sponsored by the Board.
- N. 1. The regular work year of Central Office Administrators shall be twelve (12) months including a paid vacation period. The year shall coincide with the fiscal year of the school system. The paid vacation entitlement shall be earned and accrued in one fiscal year for use in the next fiscal year. It is earned on the basis of two (2) days for each full month of actual service during a fiscal year to a maximum of twenty-four (24) days. The Central Office Administrator shall be entitled to use the accrued vacation time at periods of the fiscal year, which shall be designated at the discretion and approval of the Superintendent or his designee. However, should a Central Office Administrator retire or die during a fiscal year, the Administrator or the estate shall be entitled to receive vacation pay for the time earned and accrued in the prior fiscal year, as well as the time earned during the fiscal year in which retirement or death occurs, up to a combined maximum of

twenty-four (24) vacation days. The rate of pay shall be the daily rate in effect at the time of retirement or death. Central Office personnel covered by this contract shall not be required to work on legal holidays, Board holidays and except for Assistant Superintendents, days when schools are closed for the Christmas and Easter recesses. Such days shall not be counted as part of the twenty-four (24) days of paid vacation. Summer hours of work for Central Office Administrators shall be in effect for the period between July 1st and Labor Day.

2. Effective July 1, 2002, the regular work year of Principals and Assistant Principals shall be twelve (12) months including a paid vacation period. The year shall coincide with the fiscal year of the school system. The paid vacation entitlement shall be earned and accrued in one fiscal year for use in the next fiscal year. It is earned on the basis of two (2) days for each full month of actual service during a fiscal year to a maximum of twenty-four (24) days. The Principal or Assistant Principal shall be entitled to use the accrued vacation time at periods of the fiscal year which shall be subject to the approval of the Superintendent or her designee. Principals and Assistant Principals requesting vacation time shall do so in writing to the attention of the Superintendent, with a copy to the Chief Academic Officer, at least two (2) weeks in advance of the first day of the requested vacation. Such request shall indicate who will be in charge of the building in the absence of the Principal or Assistant Principal. Should a Principal or Assistant Principal retire or die during a fiscal year, the retiree or the estate shall be entitled to receive vacation pay for the time earned and accrued in the prior fiscal year as well as the time earned during the fiscal year in which retirement or death occurs up to a combined maximum of twenty-four (24) vacation days. The rate of pay shall be the daily rate in effect at the time of retirement or death. Principals and Assistant Principals shall not be required to work on legal holidays, Board holidays and days when schools are closed for Christmas and Easter recesses. Such days shall not be counted as part of the twenty-four (24) days of paid vacation.
3. Building Administrators shall, in addition to all other increases negotiated receive, effective July 1, 2002, a one (1) time eleven percent (11 %) increase on the salary schedules. This increase does not apply to hourly rates.
4. Effective July 1, 2002, building principals who are assigned by the Board to work half-day, official Board of Education, district-wide remedial/enrichment summer school programs shall receive a \$2,000 stipend for work during that program. If the official Board of Education summer school program services special education students with twelve (12) month programming or it is approved by the Board as a full day program, the amount of the stipend will be increased to \$4,000. If the building Administrator chooses to take vacation time during the summer program this stipend can be divided and paid proportionately to the assistant principal or other Administrator covering the program.

- (a). Effective the 2003-2004 school year the negotiated salary percentage increases shall be applied to the stipend amount.
- (b). If, in a summer school program, both the Principal and an Assistant Principal are assigned to work the summer school program, both Administrators shall receive the stipend.

- P. Vacation Sell Back - Any employee who fails to exhaust her vacation allotment in the current fiscal year shall be paid for the unused day at a rate specified herein up to a maximum of ten (10) days. The compensation shall be calculated at one percent (1%) of salary compensation for each block of five (5) unused days (or 0.002% per day of salary compensation if more or less than five days.) Example: \$90,000 salary equals \$900 per five (5) day period or \$180 per day.
- Q. The District may require Administrators to participate in professional development activities. Administrators will be reimbursed for reasonable expenses incurred for those professional development activities scheduled outside the Western New York community. Administrators shall not receive additional compensation for time spent in administrative professional development activities scheduled between July 1 and August 30.
- R. A temporary or probationary Administrator can be required to attend, without extra compensation, any training and development program that the Board deems necessary during the first three (3) calendar years of appointment to a temporary or probationary rank. Training pursuant to this paragraph shall be limited to no more than seven (7) days, up to a maximum of eight (8) hours each during each calendar year. Transportation, meals, and lodging costs, approved by the Board in advance will be reimbursed by the Board, otherwise attendance shall not be required.

ARTICLE 12

Agency Shop and Financial Responsibility

- A. The Board and Council recognize that the negotiation and administration of this contract and related activities entail expenses which are appropriately shared by all bargaining unit employees. They further recognize that the Council by reason of its status as the "exclusive representative" of all employees in the bargaining unit is obligated to fairly represent all such employees without regard to their membership in the Council. Any present or future employee represented by the Council who is not a Council member and who does not make application for membership shall have deducted from his/her wage or salary the amount equivalent to the dues levied by such Council. The Board shall make such deduction and transmit the sum so deducted to the Council provided, however, the

Council has established and maintained a procedure providing for the refund to any employee demanding the return of any part of any agency shop fee deduction which represents the employee's pro-rata share of expenditure by the Council in aid of activities or causes only incidentally related to terms and conditions of employment.

- B. The Council shall indemnify and hold harmless the Board and its officials or employees from any causes of action, claim, losses or damages incurred as a result of the Board's deduction of any agency shop fees from any employee. The Council shall have no right or interest in any agency shop deduction until such collected monies are actually paid to the Council. Upon the forwarding by mail of payment of the agency shop deduction to the last known address of the Council, the Board and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the Council.
- C. The Board and the Council agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

ARTICLE 13

Miscellaneous Provisions

- A. Although employees covered by this contract may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money except as a result of their gross negligence.
- B. No Administrator shall be required to transport a pupil in the Administrator's personal automobile except in an emergency. In such circumstance, the Board will assume all liability in connection therewith to the extent provided in Section 3023 of the Education Law.
- C. Any Administrator who in pursuance of assigned staff duties is required to travel from one location to another during the course of a business day and for whom a vehicle is not supplied shall receive forty-five cents (\$.45) per mile. Travel to and from the Administrator's home shall not be included.
- D. Upon entering a school, Central Office Administrators shall first announce their presence to the Principal. If the Principal or the Assistant Principal is not available, Central Office Administrators should leave word of their presence in the school office.
- E. The Board will continue to seek additional office space and to improve lighting and other office conditions for Central Office personnel and will include Council representation in decisions on changes in facilities and office space. In addition, the Board shall provide, when funds are available, for all employees covered by this contract who lack them the

following:

1. Private or suitable office space.
 2. Suitable conference space.
 3. Adequate telephone service including a private line for the Principal.
 4. Adequate restroom facilities.
 5. Suitable wardrobe and locked storage space.
 6. Adequate professional reference texts and periodicals.
- F. The initial distribution of student bus passes shall be made by a school's personnel. Applications for the replacement of lost or stolen bus passes and the distribution thereof will be handled by the Transportation Office.
- G. Central Office Administrators may be required to serve in schools in other than their usual official capacities only in an emergency situation and when no other certificated personnel, except the Principal, are available to cover the assignment.
- H. Copies of this contract incorporating all amendments developed jointly by the Council and the Board shall be presented to all Administrators now employed or hereafter employed by the Board. The Board shall reimburse the Council for one-half (1/2) the cost of printing this contract.

ARTICLE 14

Grievance Procedure

Section 14.1 Purpose

- A. The purpose of this grievance procedure shall be to settle informally, if possible, at the lowest possible administrative level, disputes which may arise from time-to-time with respect to specific claims of violation of the terms of this contract or established personnel policies.

Section 14.2 Definitions

- A. A "Grievance" is a complaint by one or more Administrators of a violation of this contract or of Board personnel policies.
- B. The term "Administrators" includes any individuals or group of individuals within the negotiating unit.
- C. The term "days" as used in this Article shall be school teaching days, except that it shall mean weekdays when schools are in summer recess.

Section 14.3 Notice of Claim Waiver

- A. Any grievance which contains a description of the nature of the claim, including the date, time, circumstances arising therein, name of claimant and the remedy sought shall be accepted by the Board in lieu of a Notice of Claim otherwise required by law.

Section 14.4 Structure

- A. Nothing herein contained shall be construed to prevent any individual Administrator from presenting a written grievance and having the grievance adjusted, without the intervention of the Council, if the adjustment is not inconsistent with the terms of this contract. If such adjustment would affect the interpretation of the contract, the Superintendent will inform the Council, and will meet and discuss the matter with its representatives prior to such adjustment.

Section 14.5 Procedures

- A. The number of days indicated at each level below should be considered the maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent of the authorized representatives of each party. Any grievance involving an Administrator or Board policy question may be processed in the judgment of the Council beginning at Level Two.

B. Level One:

- (1) An Administrator alleging a grievance may initiate this procedure by approaching the Associate Superintendent and discussing the matter.
- (2) In the event that step (1) above is unsuccessful in resolving the grievance, the Administrator may file a written grievance on a form supplied by the Council. The form shall be filed in triplicate as follows: one copy each for the aggrieved Administrator, the Council and the Associate Superintendent and/or Chief Academic Officer. A written grievance shall be filed as soon as possible, but in no event later than twenty (20) days after occurrence of the facts giving rise to the grievance, or notice of such facts to the Administrator whichever is later.
- (3) Within three (3) days following the filing of a written grievance, the Associate Superintendent and/or Chief Academic Officer, the aggrieved Administrator and a Council representative shall meet to attempt to resolve the grievance. If the grievance is resolved to the satisfaction of the aggrieved Administrator and if the Administrator so requests, the Associate Superintendent and/or Chief Academic Officer shall deliver to said Administrator a written statement explaining said resolution. If the grievance is not resolved, the Associate Superintendent and/or

Chief Academic Officer shall deliver a written answer to that effect to the aggrieved Administrator. The written statement in each of the above instances shall be delivered as aforesaid not later than five (5) days following the meeting described in this subparagraph, (3).

C. Level Two.

- (1) If the grievance is not settled at Level One above, the Council may appeal to the Superintendent by filing a written notice of appeal with the Superintendent within ten (10) days after the answer is rendered or due at Level One, stating the grounds for appeal. The Superintendent will meet with the Council Grievance Committee within seven (7) days after receipt of written notice of appeal for the purpose of resolving the matter. The Superintendent's written answer to said grievance shall be transmitted to the Council within seven (7) days after the meeting.
- (2) Nothing herein shall preclude a representative of the Council from discussing the grievance with the Associate Superintendent or Chief Academic Officer or the Superintendent in an attempt to resolve the matter prior to the holding of a Level Two meeting.

D. Level Three

- (1) Within forty-five (45) days of receipt of the answer or after the answer is due, the Council may by notice request that the matter be submitted to arbitration.
- (2) The parties shall mutually select and agree upon one arbitrator from the list found below:

- | | |
|-----------------|----------------|
| James Atleson | Douglas Bantle |
| Sheila Cole | Dana Eichen |
| Dennis Campagna | James Gross |
| Stuart Pohl | Robert Rabin |
| John Watson | |

- (3) The arbitrator shall limit his or her decision strictly to the application and interpretation of the provisions of this contract, and the arbitrator shall be without power or authority to modify or amend it or to make a decision contrary to law. The arbitrator's decision shall be rendered in writing within thirty (30) days of the close of the record and shall set forth the findings and conclusions on the issues submitted.

- (4) The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority, as defined herein, will be accepted as final by the parties to the dispute and both will abide by it.
- (5) The costs of any arbitration under this Article shall be divided equally between the Board and the Council.

Section 14.6 Miscellaneous

- A. If the complaint against the Administrator is not sustained, the Administrator shall be reinstated with full reimbursement of all compensation lost thereby. If the Administrator shall have been found to have been improperly deprived of any professional advantage, the same shall be restored to him or its equivalent in money shall be paid to the Administrator.
- B. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- C. Nothing herein contained shall be deemed to prevent the Board from taking proceedings against an Administrator under Section 2573 of the Education Law provided, however, that at the request of the Administrator, the Council shall be given written notice of any such proceeding and the charges placed against the Administrator.
- D. The time in which to render a determination of decision in any step or level herein may be extended by mutual agreement of the parties.
- E. Failure to appeal at any step or level within the time specified above shall be deemed an acceptance of the decision rendered at that step.

ARTICLE 15

Negotiations and Impasse Procedure

- A. The Board and the Council agree to begin negotiations concerning a successor or amended contract no later than the first Tuesday in January of the final year of the contract. Any contract or amended contract shall be reduced to writing by the Board and the Council.
- B. The parties agree that representatives of the Board and the Council shall commit to meeting on at least five (5) occasions between the first Tuesday in February and the 1st of May for the purpose of negotiating a successor agreement..

- C. If the parties fail to reach agreement by May 1st, thereafter either party may declare that an impasse has been reached and submit the unresolved issues to the Public Employment Relations Board requesting PERB to render assistance as provided in Section 209 of the Civil Service Law. Any costs or expenses resulting from such assistance shall be borne equally by the parties.
- D. In any negotiations described in this contract, each party shall have the right to select its own consultants and representatives from within or without the school district. It is recognized that no final agreement between the parties shall be effective without ratification by the Board and by the members of the Council.

ARTICLE 16

Maintenance of Benefits

- A. All conditions or provisions beneficial to employees which constitute terms and conditions of employment and which are in effect which are not specifically provided for in this contract or which have not been replaced by provisions of this contract shall remain in effect for the duration of this contract, unless mutually agreed otherwise between the Board and the Council.

ARTICLE 17

Sick Leave

- A. All Administrators of the Board shall be allowed an accumulated sick time allowance for personal illness or illness in the immediate family under the conditions set forth below.
- (1) For personal illness
- (a) For building Administrators, twelve (12) days and for central office Administrators, fourteen (14) days with full pay shall be provided. The total unused portion of the annual sick days allowance shall be permitted to accumulate up to two hundred twenty (220) days subject to the extensions provided for below.
 - (b) Days of sick time allowance granted shall be deducted from accrued sick time allowance.
 - (c) Time used on sick time allowance shall be deducted from accrued sick time allowance.
 - d) Administrators who have served for a period of ten (10) years or more,

may upon exhaustion of their sick time allowance at full pay as herein provided, apply for and be granted an additional thirty (30) days of sick time allowance at full pay. Upon exhaustion of these thirty (30) days, an Administrator may apply for and be granted a second thirty (30) days of additional sick time allowance at full pay.

- (e) Each thirty (30) day extension of sick time allowance shall be specifically authorized by the Board upon recommendation of the Superintendent. In such latter cases, if Administrators are not hospitalized they may be required to undergo an examination by a doctor appointed by the Board. The additional full pay allowances may be granted not more than once during a ten (10) year period, and any unused portions of such additional leave will not be cumulative.
- (f) The Principal, Division Head or Superintendent may require a doctor's statement at any time in the case of absence on account of illness.

- (2) For Illness in the Immediate Family - The utilization of sick time allowance for illness in the immediate family (parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which the employee resides) is authorized providing that the use of sick time allowance for this purpose shall in no case exceed ten (10) days. The use of time for this purpose shall be charged against accumulated sick time allowance of the individual.

B. Administrators (except as provided in subparagraph (3) below) shall be credited with and may use their annual and accumulated sick leave allowances as of the first day of their employment year, even though they have not been able to report for duty on that day, provided that:

- (1) The Administrator notifies his/her appropriate Supervisor that he/she will be unable to report because of illness, death or serious illness in the immediate family, or for any other reason for which he/she is entitled to be absent from duty.
- (2) The Administrator terminating his/her service prior to the end of the school year not as a result of illness, shall have deducted from his/her last pay warrant any pay received for used sick time that has not been earned.
- (3) The provisions of this paragraph shall not apply to the initial year of employment. In such cases, the Administrator shall be credited with such annual sick leave prospectively upon reporting for service.

C. Termination Compensation

- (1) Administrators with less than ten (10) years of service who leave employment with the Board through retirement shall receive a payment equal to the product of ten (10) percent the number of days accumulated sick leave at the time of retirement at 1/200th of the Administrator's final salary. Administrators with more than ten (10) years of service who leave employment with the Board through retirement shall receive a payment equal to the product of one (1) percent the number of days accumulated sick leave at the time of retirement at 1/200th of the Administrator's final annual salary and the number of years of service.
- (2) Administrators with five (5) or more consecutive years of service who leave employment with the Board through termination, resignation, or death shall receive, (or their estate shall receive) a payment equal to the product of ten (10) percent the number of days of accumulated sick leave at the time of separation at 1/200th of the Administrator's final annual salary.

Said payments for (1) and (2) above shall be paid by July 30th of the fiscal year following separation from employment. However, when the Administrator requests that payment be made by December 31st of the same calendar year as the separation from employment or by January 31st of the tax year following separation from employment, said request shall be honored.

- D. Sick Leave Bank - The Board agrees to provide administrative cooperation with the Council in the establishment at a time determined by the Council of a Sick Leave Bank Program. The administration of the Sick Leave Bank shall be the responsibility of the Council according to the rules of procedure, as established by the Council.

ARTICLE 18

Personal Leave

- A. Personal Leave - All Administrators shall be entitled to take up to five (5) days of paid personal leave annually for observance of traditional and customary religious holidays where absence or abstention from work is required or customary, and for urgent personal business which cannot be performed during non-school hours subject to the following conditions:
- (1) Personal leave taken pursuant to this paragraph shall not be deducted from accumulated sick time allowance. When an Administrator exhausts his/her sick time allowance, unused personal leave days, if any, may be converted to sick leave. Personal leave days remaining unused at the end of the fiscal year shall be added to the Administrator's sick leave accumulation on July 1st.
 - (2) Personal leave may not be taken on the day before or the day after a holiday unless

a request, specifying the reason, is made and approved.

- (3) For days other than those specified above, the Administrator shall sign a statement certifying that such personal leave is being taken to conduct urgent personal business which cannot be performed during non-school hours.
- (4) The above shall not preclude the granting of personal leave without pay where conditions do not warrant leave with pay.
- (5) Whenever possible, advance notice of two (2) business days shall be given before the use of a personal day.

B. Funeral of a Friend or Relative - Other than the immediate family (parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which the employee resides) with the approval of the Superintendent or a designee, not to exceed two (2) days at full pay for each school year to be used as personal leave. If no personal leave is available deduction will be made from sick leave. Additional absences to attend the funeral of a friend or relative shall be deducted from the accumulated sick time allowance.

C. Graduation and Awards - To attend the Administrator's own graduation or ceremonies at which the Administrator is the recipient of an award or special honor, one (1) day with full pay, a second day without pay if required. To attend the graduation of a member of the immediate family (parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which the employee resides) one (1) day with pay and a second day without pay if required when authorized in advance by the Superintendent. Such absences shall be granted from personal leave.

ARTICLE 19

Leaves of Absence

Except as expressly authorized by the Board or by the Superintendent, leaves of absences shall be limited to those specified in this Article.

A. Leave of Absence - Leaves of absence may be granted to Administrators of the Board as follows:

- (1) Leave of Absence for Study, Travel, and Special Services - Leaves of absence with, or without, pay may be granted to Administrators of the Board for study, travel, or special services when approved in advance by the Superintendent under the following conditions:

- (a) Leave of Absence for Study - Study for which leaves may be granted 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 educational research. Plans for such a study shall be submitted to the Superintendent in writing, in advance, and shall be designed to improve the Administrator's skill and competence in his/her area of service.
- (b) Leave for Travel - Leave for travel may be granted for the following reasons:
 - (1) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution.
 - (2) Travel planned cooperatively with the Superintendent, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to improve the Administrator's competence.
- (c) Leave for Special Service - Special service leave may be granted for full time service when such service is directly related to the Administrator's area of work. Such leave shall be limited to special service performed for or with an institution of higher learning, a foundation or research organization, a state education department, the United States Office of Education, the Peace Corps, or similar institutions or organizations, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to improve the Administrator's competence. Leaves may not be granted for the purpose of accepting a regular position in another school system, except for approved participation in an Administrator exchange program.
- (d) Time during which the Administrator is on leave for study, travel or special service, as described in this Article, or on political leave as described in Article 20F, shall be credited toward increment and longevity. Sick time allowance may not be used, nor does it accrue in connection with leave for study, travel or special service. Upon return from a leave of absence as indicated above, the Administrator shall submit to the Board evidence of the fulfillment of the purpose for which the leave was granted. Should such evidence not be submitted in a timely manner, credit for increment shall be withdrawn.

- (2) Application for Leaves - Formal application for leaves of absence specified in Paragraphs (a), (b) and (c) of this subdivision are to be submitted to the

Superintendent on prescribed forms at least thirty (30) days before the effective date of leave, provided that application for a leave effective September 1, must be filed no later than the preceding July 1. Such application shall certify (i) the purpose of the leave, (ii) plans for the use of the leave, (iii) the date upon which the individual shall return to service, and (iv) an agreement that failure to return to active service on the expiration of the leave granted shall be deemed by the Board and the individual to constitute a resignation unless such failure is the result of illness or some other factor that precludes the good intentions of the Administrator to return to service on the date of expiration.

- B. Military Service - Leaves of absence for military service may be granted, with or without pay as provided by law governing military service and training.
- C. Sick Leave Without Pay - Whenever an Administrator exhausts her sick time allowance and any extension thereof, she shall immediately apply to the Superintendent for sick leave without pay for a definite period of time not to exceed the end of the current school year, subject to renewal upon further application in each of two (2) successive years, or she may apply for retirement, or she may submit a letter of resignation. In the case of application for sick leave without pay, the individual shall supply the Superintendent with a physician's medical certificate. Application for sick leave without pay, together with a statement of the physician is to be submitted at least ten (10) days before exhaustion of sick time allowance, whenever possible.
- D. Maternity Leave - An Administrator who becomes pregnant may, upon or before exhaustion of sick leave, apply for and be granted a maternity leave without pay. Applications for maternity leave without pay, together with a physician's certificate, are to be submitted to the Superintendent at least ten (10) days before the effective date of the leave whenever possible.
- E. Childcare Leave - An Administrator may apply for and shall be granted a leave without pay for the purpose of remaining at home to care for a child. This leave shall be for one (1) year and shall be renewable to a maximum of two (2) years for a total of three (3) years per child. In any case where a child care leave has been granted, the Administrator shall notify the Superintendent in writing at least one (1) month prior to the termination of such leave of his/her intention to return, resign or apply for an extension of the leave. The Superintendent may adjust the date of the return from such leave to coincide with the interest of the pupils. Where a consecutive birth occurs before the expiration of the original child care leave, the Administrator is to apply for a new child care leave as described above. Such leave shall be limited to one (1) additional consecutive application.
- F. Adopted Child - A leave of absence without pay may be granted to care for an adopted child as follows: If the child is less than one (1) year old at the time of adoption, said

leave shall not exceed two (2) years; otherwise such leave shall not exceed one (1) year. Upon application of the Administrator, an extension of such leave may be granted for a period not to exceed one (1) year. The Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of the school term. In any case where a leave to care for an adopted child has been granted, the Administrator shall notify the Superintendent in writing, at least one (1) month prior to termination of such leave, of his intention to return, resign or to apply for an extension of leave.

- G. Family Illness - A leave of absence without pay shall be granted for up to a two (2) year period for the purpose of caring for a sick member of an Administrator's immediate family (parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which the employee resides).
- H. One leave of absence without pay for a period of not more than one (1) year may be granted, upon application, to a contract Administrator for the purpose of accompanying the Administrator's spouse who has been relocated to another community. Administrators shall not accrue any increment or other benefits for the period of such leave.
- I. A permanent Administrator who has completed ten (10) years of service shall be eligible to apply for and receive leaves of absence without pay of up to two (2) years. Leaves granted under this provision shall be taken in units of not less than a full school year and shall begin on July 1st.

Leaves of absence granted under this provision shall not be counted for increment purposes or towards years of service, and Administrators on leave shall not be entitled to receive or accrue salary or employee benefits from the Board while on leave.

At no time shall the number of Administrators on leave under this provision exceed 10% of those eligible. If the number applying exceeds the number eligible, seniority as an Administrator shall be used to determine who shall be granted leave.

ARTICLE 20

Authorized Absences for Special Conditions

Authorized absence may be granted to Administrators under the following conditions:

- A. Official Business - for attendance upon official business of the School Department when approved by the Superintendent or a designee, with full pay.
- B. Conference and Workshops - For attendance at professional meetings, conferences,

workshops for professional improvement, when approved in advance by the Superintendent or a designee, with pay. Such leave shall not be deducted from the personal leave entitlement.

- C. Jury duty or other service required by law, court order or other government authority beyond control of the Administrator and necessitating absence from duty, with full pay, upon condition that during such service, the Administrator shall be required when feasible, to perform the duties of the position. Paid leave of absence under this subdivision shall not be deducted from accumulated sick time allowance or personal leave allowance. All pay or fees received because of such jury duty or other service shall be assigned by the Administrator to the Board.
- D. Death in the Immediate Family - On account of a death in an Administrator's immediate family (parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which the employee resides) a bereavement period not to exceed five (5) working days, at full pay shall be granted, with no deduction from accumulated sick time allowance.
- E. Absence for Part of Working Day - Attendance for the major part of either the morning or the afternoon may, at the discretion of the Principal or Division Head, be allowed. Absence for part of a working day shall be subject to the general rules for absences, the deduction, if any, being half of the deduction for a full working day. All such absences, whether with or without deduction, shall be reported on the service record.
- F. Political Leave - Upon request an Administrator shall be granted political leaves in accordance with the following provisions:
 - (1) With thirty (30) calendar days' notice, an Administrator shall be granted up to four (4) weeks leave without pay for the purpose of campaigning as a candidate in a civic election for public office.
 - (2) At the end of the leave, the Board shall return the Administrator the same or reasonably comparable position.
 - (3) The Board shall extend to the Administrator who is elected or appointed to public office a leave of absence or absences without pay as needed to fulfill the term(s) of office. However, said leave may be limited by the Board to a maximum of six (6) years. At the conclusion of such leave of absence, the Administrator shall be returned to the same or a reasonably comparable position.

ARTICLE 21
Pay for Holidays, Board Days, Conference Days
And Other Days When All Schools are Closed

Administrators shall be entitled to regular pay for all days when all schools are closed. Illness or short term leaves with pay spanning such days when all schools are closed shall not be a basis for denying Administrators pay for such days. There shall be no loss of sick time benefits for these days, provided the Administrator has sick leave credits on the day prior to the holiday.

It is agreed and understood that, solely for the purposes of implementing this Article, the term "Administrators" shall not include Assistant Superintendent. Assistant Superintendents shall, however, continue to enjoy the same work schedule described herein.

ARTICLE 22

Absence Dues to Severe Weather and Other Emergency Conditions

- A. Administrators shall receive pay for absence on account of abnormally severe weather conditions in the Buffalo Metropolitan area when certified by the Superintendent.
- B. The official closing of schools by the Superintendent on account of severe weather or other emergency conditions shall not result in loss of pay for building Administrators. Any Administrator, other than a Principal or Assistant Principal, whose office is located in a school building shall follow that building's emergency closing plan.
- C. Any Administrator who is on sick leave with pay when schools are closed due to severe weather or other conditions shall receive the same pay as the Administrator would have received if school had been in session on such days. No deduction from sick time allowance shall be made for such days.

ARTICLE 23

Absence Due to Work Related Injury or Illness

- A. The Board shall provide for all Administrators covered by this agreement under the Worker's Compensation Law of New York State.
- B. Days allowed for absence due to injuries or illness suffered on school premises or in the line of duty covered by Worker's Compensation, subject to certification by a duly qualified physician as to duration of the disability, shall not be deducted from sick time allowance. In such circumstances, the Board will continue to pay the Administrator's regular pay and benefits for the period involved and the salary allowance paid the

Administrator under Worker's Compensation will be assigned to the Board as set forth below. As permitted by Worker's Compensation law, the Board reserves the right to schedule the claimant to be periodically examined by a physician to verify the continuation and extent of the claim.

- C. In such circumstances where the injury/illness is a result of assault, harassment, or menacing, directed at the Administrator or another (as set forth in the New York Penal Law), the Board will continue to pay the Administrator's regular pay and benefits for the period involved to a maximum of five (5) years, [sixty (60) months from the date of injury or the date of the diagnosis of the work related illness] and the salary allowance paid the Administrator under Worker's Compensation law will be assigned to the Board.

In work related injuries/illness other than those described above, the Board will continue to pay the Administrator's regular pay and benefits for the period involved for a maximum of two (2) years, [twenty-four (24) months from the date of the injury or the date of the diagnosis of the work related illness] and the salary allowance paid the Administrator under Worker's Compensation law will be assigned to the Board.

If such absence persists beyond the periods outlined above, from the date of the first absence each day of absence thereafter shall be deducted from the Administrator's accumulated sick leave allowance, if any, until it is exhausted. Any further such absence shall be paid in accordance with the schedule from the Worker's Compensation Board.

- D. Absence of an Administrator who has contracted a pediatric communicable disease shall be treated according to the applicable provision of this section.

- E. The report of work related injury or illness by an Administrator must be reported to the Administrator's immediate superior promptly.

- F. The Council and the Board agree to establish a joint Labor/Management Safety committee.

ARTICLE 24

Sabbatical Leave

The Council agrees to freeze granting of new sabbaticals for the duration of this contract.

- A. During each school year, a Sabbatical Leave at one-half pay (1/2) for a full year of leave or at a full pay for one-half (1/2) year of leave may be granted to one percent (1%) of the permanent Administrators who have completed seven (7) years of service within the system.

The purpose of granting sabbatical leaves to Administrators is to add to the professional skills of the Administrator and to encourage individual research and travel for the ultimate advantage of the Buffalo Public Schools. For the purpose of administering this policy, a sabbatical leave is defined as a leave for one (1) semester at full pay or for two (2) consecutive semesters at one-half (1/2) pay applied for and granted under the provisions of this policy. The policy shall be as follows:

- (1) A permanent Administrator who is on active duty status and who has rendered satisfactory credited service with the Buffalo Public Schools for at least seven (7) years prior to the school year for which application is made, may be granted a sabbatical leave of absence for the purpose of study or travel for not less than one (1) full semester or more than two (2) consecutive semesters subject to the following conditions:
 - (a) The maximum number of sabbatical leaves of absence authorized annually for Administrators represented by the Council shall be the number specified in the contract in effect between the Council and the Board.
 - (b) Educational objectives leading to the improvement of the practice of instructors/supervision will be given the highest priority. In cases where applications for sabbatical leaves of absence exceed the number authorized, precedence in granting such leaves shall be based on the significance of the educational objectives for which the leave is requested and on seniority as an Administrator in the Buffalo Public Schools.
 - (c) An Administrator on sabbatical leave of absence shall receive full salary for one (1) semester leave of absence or one-half (1/2) salary for a two (2) semester leave of absence. Such salary shall be subject to all regular payroll deductions.
 - (d) An applicant for a sabbatical leave of absence must include with her application a written agreement to remain in the employ of the Board for one (1) year, such time to begin immediately upon the expiration of such leave, or in the case of resignation, to refund to the Board such portion of the salary paid during the leave of absence as the unexpired portion of the year shall bear to said period.
 - (e) The period of leave of absence shall count as regular service for the purpose of salary increment, retirement, life insurance coverage, and health insurance coverage and shall not count for the purpose of accumulating sick leave entitlement. An Administrator on sabbatical leave of absence shall not be entitled to sick leave or other paid leave during such sabbatical.
 - (f) An Administrator shall not be eligible for another sabbatical leave until seven (7)

years of credited service with the Buffalo Public Schools shall have expired following reinstatement from a prior sabbatical leave.

- (2) An application for a sabbatical leave of absence shall be submitted in writing to the Superintendent no later than March 1 for a leave starting at the beginning of a school year or not later than October 1 for a leave starting at the beginning of the second semester. The application must contain a statement of the definite purpose for which the leave of absence is desired. In the case of a sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued either leading to an advanced degree or in the pursuit of an educational objective or research study. In the case of a sabbatical leave for travel, a plan of travel must be submitted with justification of the educational objectives to be gained in support of the person's area of professional interest.
- (3) A committee composed of three (3) members appointed by the Superintendent and three (3) members appointed by the Council shall review applications for sabbatical leaves and make recommendations to the Superintendent. The decision of the Superintendent shall be final.
- (4) Approved applications for sabbatical leave shall be submitted to the Board for approvals in April for leaves starting at the beginning of the first semester and in November for leaves starting at the beginning of the second semester.
- (5) An Administrator shall not engage in study for another trade or profession or in gainful full-time employment while on a sabbatical leave of absence.
- (6) Upon returning from sabbatical leave, the Administrator shall present a full report regarding the use of the leave to the division head for forwarding to the Superintendent.
- (7) An Administrator returning from sabbatical leave of absence shall normally be reinstated to his/her former assignment. In the event that circumstances render it not feasible to reinstate the Administrator to his/her former assignment, an alternative assignment shall be made with the preferences of the Administrator honored whenever feasible. The Administrator shall have the right, upon request, to discuss such assignment directly with the Superintendent before it becomes final.

ARTICLE 25

General Leave Provisions

In an emergency, a leave form shall be completed by the Administrator and submitted through channels immediately upon the return to work. It is expected that an Administrator will notify the appropriate supervisor of the circumstances as soon as feasible.

- B. A leave of absence granted for reasons other than illness, or personal business, shall not affect accumulated sick leave.
- C. An Administrator returning from a leave of absence shall be given the same or similar position upon returning provided he is entitled to such position in accordance with his seniority in his tenure area.
- D. An Administrator who applies for a leave without pay for any purpose shall be provided with a written statement of accredited service accumulated during that school year for increment purposes at a date prior to the effective date of the leave.

ARTICLE 26

Property Insurance

Property Insurance - To an extent not covered by insurance the Board shall provide reimbursement for the repair or value of clothing and personal effects, including automobiles, damaged or destroyed while parked on or in the vicinity of the school premises when and where it is not possible to park them on school premises, during the course of or as an incident to employment provided such loss is not caused by the negligence of the claimant. The Board shall be responsible in such cases only for the cost of damage in excess of \$50. Each such claim shall be supported by a sworn affidavit by the Administrator attesting to the facts and to any insurance coverage.

ARTICLE 27

Medical Examinations

All medical examinations and tests related to application requirements for new Administrators shall be paid for by the Board, provided that with the approval of the Board, Administrators may be examined by their own physician at their own expense. Such approval, however, shall not prevent the Board from requiring medical examinations and/or tests by a physician of the Board's own choosing, nor shall such approval prevent the Board from having the results of the examination and/or tests conducted by the Administrator's own physician reviewed by a physician retained by the Board. These provisions shall also apply to Administrators seeking a change of position within the system. Standard immunization shall be provided free for all Administrators by the Board. Nothing herein contained shall be construed to prevent the Board from exercising the rights granted to it under Section 913 of the Education Law to require medical examinations of administrative personnel in order to determine the physical or mental capacity of Administrators to perform their duties. The cost of such examinations shall be borne by the Board.

ARTICLE 28
Deductions From Pay

- A. Tax Sheltered Annuities - Administrators may participate in the tax sheltered annuities program. The cost of administering the program shall be borne by the Board.
- B. Direct Deposit Banking Program - The Board agrees to provide Administrators with the option of participating in a direct deposit total banking program through payroll deductions. The bank to whom the deductions will be forwarded shall be mutually agreeable to the parties.
- C. Extended Pay Plan - The Board agrees to permit Administrators to authorize payroll deductions to be forwarded to the Council for the Administration of an extended pay plan.
- D. Credit Union Authorization - The Board agrees to permit Administrators to authorize payroll deductions to be forwarded to a credit union to be designated by the Council.

ARTICLE 29
Notice Required by Civil Service Law, Section 204-A

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

ARTICLE 30
Conformity to Law - Saving Clause

The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this contract is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto, to the extent necessary to conform thereto. In such case, all other provisions of this contract shall remain in effect.

ARTICLE 31
Early Retirement Incentive

- A. Early Retirement Incentive Program - Each eligible Administrator who notifies the Board in writing on or before August 15 of her intention to retire before September 1 of the same calendar year shall receive an Early Retirement Incentive within sixty (60) days following the effective date of her retirement. The Early Retirement Incentive shall be a percentage of the difference between that Administrator's then current salary and the minimum annual beginning salary of an Administrator at the Master's Level in the Administrator's job title.
- B. To be eligible for an Early Retirement Incentive, the Administrator must be eligible for retirement under the Rules and Regulations of the New York State Teachers' Retirement System, and shall not have reached his or her 60th birthday before the effective date of retirement.
- C. To be eligible for an Early Retirement Incentive, the Administrator must have a minimum of twelve (12) years of service in the Buffalo Public School District. Effective July 1, 2003, the Administrator must have a minimum of fourteen (14) years of service.
- D. The percentage of the salary difference paid shall be as follows:

Effective Date	Age at Application Date	Percentage Paid
7/1/2001	55 years - 58 years	75%
7/1/2002	55 years - 58 years	72.5%
7/1/2003	55 years - 58 years	70%

ARTICLE 32
Term of Agreement

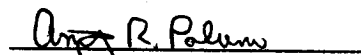
The term of the agreement shall continue until June 30, 2004.

IN WITNESS WHEREOF, the parties set their hand this eighth day of June, 2001.

CITY SCHOOL DISTRICT

BCSA


Marion Canedo


Anthony B. Palano