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**Contract Database Metadata Elements**

Title: **Niagara Falls City School District and Administrative and Supervisory Council of the Public Schools (2003)**

Employer Name: **Niagara Falls City School District**

Union: **Administrative and Supervisory Council of the Public Schools**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

PERB ID Number: **5754**

Unit Size: **14**

Number of Pages: **30**

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**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT**

**OF THE CITY OF NIAGARA FALLS, NEW YORK**

**And**

**THE ADMINISTRATIVE AND SUPERVISORY COUNCIL OF THE**

**PUBLIC SCHOOLS, NIAGARA FALLS, NEW YORK**

**Effective Date - July 1, 2003**

**Expiration Date - June 30, 2006**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT  
OF THE CITY OF NIAGARA FALLS, NEW YORK**

**And  
THE ADMINISTRATIVE AND SUPERVISORY COUNCIL OF THE  
PUBLIC SCHOOLS, NIAGARA FALLS, NEW YORK**

THIS AGREEMENT is entered into this 1st day of July 2003, by and between THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, hereinafter sometimes called the "BOARD", and THE ADMINISTRATIVE AND SUPERVISORY COUNCIL OF THE PUBLIC SCHOOLS, NIAGARA FALLS, NEW YORK, hereinafter sometimes called the "COUNCIL."

**WITNESSETH**

WHEREAS, the BOARD and the COUNCIL recognize and declare that providing quality education for the children of the City of Niagara Falls, New York, is their mutual aim; and

WHEREAS, the State of New York has formally declared that it is the public policy of the state to encourage harmonious and cooperative relationships between boards of education and members of the professional staff of school districts; and

WHEREAS, the BOARD and the COUNCIL recognize the importance of stimulating responsible participation by the professional administrative and supervisory staff in the formulation, maintenance and advancement of educational policy; and

WHEREAS, the COUNCIL is recognized by the BOARD as the exclusive representative of the administrative and supervisory personnel of the BOARD covered by this Agreement under Article 14 of the Civil Service Law, New York to negotiate in good faith with respect to the salaries, welfare provisions, terms and conditions of employment of certain supervisory personnel employed by the BOARD, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize for the enhancement of public education and the common good of the public:

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**DEFINITIONS**

- A. The term "administrator" when used hereinafter in this Agreement shall refer to all professional employees represented by the Council in the negotiating unit defined as Level 3, Level 4, and Level 5 administrators.
1. Level 1 administrator is defined as the Superintendent of Schools.
  2. Level 2 administrator is defined as a member of the Superintendent's Advisory Staff.
  3. Level 3 administrator is currently defined as principal and any other additional titles mutually agreeable to both parties.
  4. Level 4 administrator is currently defined as vice principal, curriculum coordinator, or any other additional titles mutually agreeable to both parties.
  5. Level 5 administrator is currently defined as vice principal, curriculum coordinator, or any other additional titles mutually agreeable to both parties that serve on a ten month basis.
- B. The terms "Board" and "Council" shall include authorized officers, representatives and agents. Despite references herein to "Board" and "Council" as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- C. Reference to male administrators shall include female administrators.

**ARTICLE II**  
**RECOGNITION AND FAIR PRACTICES**

- A. The Board hereby recognizes the Council as the sole and exclusive representative pursuant to Article 14, Section 208, Paragraph 2 of the Civil Service Law (Public Employees' Fair Employment Act) of the instructional administrative and supervisory personnel listed in the salary schedules on the last page of this Agreement. Such schedules shall exclude any instructional administrator or supervisor who is a member of the Superintendent's Advisory Staff (SAS), to wit: Level 1 and Level 2 administrators. If a new instructional administrative or supervisory position is created during the life of this Agreement, the inclusion of such position shall be determined by mutual agreement of the parties.
- B. The terms of this Agreement shall apply to all persons having positions covered in Paragraph A above.
1. **JOINT SENIORITY FOR VICE PRINCIPAL AND COORDINATOR**  
The Board of Education and ASC recognize that the duties, responsibilities, and working conditions of the current classification of vice principal and curriculum coordinator are like and similar. A joint seniority

list shall be established under the general classification of Administrator - Levels 4 and 5 to include the titles of curriculum coordinator, vice principal, or any other title established as Level 4 and 5 to encompass current duties. This list shall be used in the event of reductions in staff.

- C. The Council agrees to maintain its eligibility to represent said administrative and supervisory personnel by continuing to admit persons to its membership without discrimination on the basis of race, creed, age, color, national origin, sex or marital status, and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee organization.
- D. The ASC shall be granted the right of deduction from the payroll of the agency shop fee, pursuant to but not in excess of all relevant provisions of law.

**ARTICLE III**  
**RIGHTS AND RESPONSIBILITIES**

- A. The parties shall make available to each other upon request any and all information, statistics, and records relevant to negotiations, or necessary for the proper administration of this Agreement.
- B. Whenever the Board is considering a proposed annual budget, it will give the Council the opportunity to meet and to discuss the proposed budget items as they pertain to the provisions of this Agreement.
- C. Should it become necessary for the president of the Council or his/her designee to engage in Council activities directly relating to the Council's duties as representative of the professional administrators which cannot be performed other than during school hours, upon the approval of the Superintendent or his/her designated representative and upon reasonable notice, he/she shall be given such time, without loss of pay, as is necessary to perform any such activities.
- D. 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 in pay.
- E. No change in the terms and conditions of employment of administrators as set forth in this Agreement will be effectuated by agreements with any third party without prior consultation of the Council. The Administrative and Supervisory Council Board of Directors may serve as consultants on contracts with other parties that may affect the educational, administrative, directive or supervisory aspects of the school system.

- F. All conditions of employment, including hours of work, leaves, and general working conditions shall be maintained at not less than the established minimum standards in effect in school system at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of administrators as required by the terms of this Agreement
- G. A member of the Administrative Supervisory Council may attend all Board of Education Committee-of-the-Whole meetings.
- H. It is agreed that the option of having a representative of his/her choice present when called in by his/her superiors be provided an ASC member on matters affecting terms and conditions of employment covered by this Agreement but not at evaluation conferences. The responsibility of having a representative present rests solely with the ASC member providing due notice is given that will enable the party involved to attend with an ASC member of his/her choice, if so desired, and he/she will be notified as to the topic to be discussed.
- I. Before a teacher is employed to fill a specific full-time probationary or regular substitute position in a particular school, the principal of the school shall be consulted regarding the teacher being considered for final selection if the principal is on duty at the time such consideration is being given. This provision in no way constitutes authorization for the principal to either interview or reject the candidate.
- J. The building principal to whom a transfer of an instructional member to his/her building is contemplated will be involved in making a recommendation concerning the transfer providing that there is an opportunity for a selection and the building principal is accessible at the time a decision is made. The Superintendent will make the final decision.
- K. The Council recognizes that the management and operation of the Niagara Falls School System and the direction of its administrators, including, but not limited to, the right to determine the number of administrators, the right to assign and schedule administrators, the right to lay off, transfer, promote, discipline, and discharge administrators, are vested in the Board. Any and all management functions, duties, rights, and powers not specifically set forth in this Agreement are retained by the Board.
- L. It is acknowledged that during negotiations which resulted in this Agreement the Council had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the term of this Agreement, the Council agrees that the Board shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.



- M. Flexible summer schedules for all members of ASC to meet their professional needs and responsibilities shall be arranged subject to the approval of the Superintendent.

**ARTICLE IV**  
**LIABILITY AND PERSONAL INJURY PROTECTION**

- A. An administrator suffering injury or incurring damage to personal property except when he/she is negligent or careless in the performance of his/her duties, shall be covered and protected by the Board to the following extent:
1. Payment of full pay for each day's absence as a result of such injuries up to 50 days without loss of accumulated sick leave.
  2. If the period of illness or disability from injury extends beyond 50 days, the Board shall then provide full salary to the extent of accumulated sick leave
  3. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of such injuries.
  4. Reasonable costs over \$5.00 of replacing or repairing dentures (less the amount of any dental insurance reimbursement), eye glasses, hearing aids or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed, or lost under conditions described in Paragraph A of this article.
  5. Upon submission to the Superintendent of adequate proof of the existence of, and damage to, personal property which is not protected by reimbursement from other sources, such as insurance, the Board of Education will indemnify administrators to a maximum loss of \$500. Such coverage excludes personal property lost or misplaced by the administrator or damaged as a result of the administrator's neglect. Damage to personal property must have occurred in the discharge of the administrator's duties.
- B.
1. Administrators shall immediately report all cases of assault suffered by them in connection with their employment to their immediate superior in writing.
  2. A report shall be forwarded to the Superintendent who shall comply with any reasonable request from the administrator for information in his/her possession relating to the incident or the persons involved.
- C. Written notice of injury or damage to personal property incurred in the performance of an administrator's duties shall be filed with the Superintendent within ten(10) days after the alleged incident if the administrator intends to make claim to the Board under the provision of this article.
- D.
1. Any Workers' Compensation payments made to the administrator during the time the administrator is receiving full pay under Paragraph A of this article shall be reimbursed to the Board.
  2. Compensation payments received by the Board of Education are used to restore proportionate sick leave credit to the administrator.

3. At the expiration of all sick leave credit, compensation payments shall be paid directly to the claimant.
- 
- E. The Board of Education will provide save harmless and protect all members of the ASC unit from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person, to the extent and in the manner, and subject to the conditions, provided by Section 3023 of the Education Law as the same may hereafter be amended. The Board of Education will further provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in, the defense of an ASC member in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the school district to the extent and in the manner, and subject to the conditions, provided by Section 3028 of the Education Law as the same may hereafter by amended. Any papers served on an ASC member must be filed with the Board of Education within ten(10) days after they have been received.

**ARTICLE V**  
**NEGOTIATION AND IMPASSE PROCEDURES**

- A. In accordance with the provisions of Article XXII, the Board agrees to begin negotiations with the Council on written notification from either party on or after February 1. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Council.
- B. In any negotiation described in this Agreement, each party shall have the right to select its own consultants and representatives from within or outside of the school district. It is recognized that no agreement between the parties shall be effective without ratification by the Board and by the membership of the Council.
- C. All negotiation and impasse procedures shall be conducted in accordance with the provisions of the Public Employees Fair Employment Law.
- D. Any expenses incurred incident to the impasse procedures contained herein shall be shared equally by the parties of this contract.
- E. This Agreement shall supersede any rules, regulations, or practice of the board which shall be contrary or inconsistent therewith.
- F. Copies of this Agreement shall be reproduced at the expense of the Board within sixty days after agreement is reached and shall be promptly presented to all administrators now employed or hereafter employed by the Board.
- G. This Agreement may not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

- H. 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 herefor, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE VI**  
**PROFESSIONAL COMMITTEE**

Since it is the firm belief of the parties that the administration and effectuation of educational policy in a school system is best accomplished by maintaining professional dialogue between those charged by law with the responsibility for making policy and those who administer it; and since it is the firm belief of the parties that, as problems arise in the professional area, the best approach is a flexible, professional one, the parties agree to establish immediately a Professional Committee in accordance with the following particulars:

- A. There is hereby established a permanent Professional Committee composed of six(6) members, including the Superintendent of Schools or his/her designee, the President of the Board, a Level 2 administrator, and three(3) administrators selected by ASC.
- B. The Professional Committee shall meet monthly if requested by either party to discuss and study subjects of concern relating to the school system. The Professional Committee shall establish its own rules of procedure and shall provide for a rotating chairperson who will be responsible for the arrangement and conduct of meetings.
- C. The Professional Committee may recommend the formulation of committees composed of teachers and administrators, as appropriate, to be appointed by the Superintendent and the Council, respectively, to study and report upon mutually agreed upon subjects.
- D. The Professional Committee shall set its own agenda, including matters referred to it, under terms of this Agreement.
- E. It is agreed that in the planning, organizing, and implementing of professional meetings and workshops, the ASC membership will be involved through its Professional Committee, provided there is mutual agreement as to the suitability of ASC involvement. In the event it is agreed that ASC is involved, advance notice shall be given the Professional Committee sufficient to render the input of ASC meaningful in structuring the proposals and implementing the proposed activity.

**ARTICLE VII**  
**SCHEDULES**

- A. Hours of service for administrators employed at the central office during regular school sessions shall be compatible with the needs of the school building personnel. Implementation of this program shall be accomplished by the

Professional Committee. Existing procedures providing for telephone communication at administrators' homes shall continue.

- B. The Council shall have the opportunity to participate in the planning and implementation of teacher orientation programs.
- C. When schools are closed because of an emergency as determined by the Board, all twelve-month administrative and supervisory personnel shall report to duty, provided the administrative offices of the Board remain open.
- D. It is agreed by the parties of this contract that when a member of the ASC is required by the Superintendent of Schools to work beyond the contractual year, compensatory time during that school year shall be awarded to a maximum of two days per school year. Days of required employment in excess of these two shall be paid at the established per them rate. In the event compensatory time earned cannot be given during the contractual year, the ASC member concerned will be compensated at the established per them rate. This provision shall apply only to full days of additional duty and not to cumulative hourly equivalents thereof
- E. The known assignments of the instructional staff to a building will be provided to the principal by August 1.
- F. The transportation schedule for each building designating the pick up and location of pick up will be provided to the building principal by August 1, if possible.
- G. Assignment of associates to individual buildings will be provided to the principal by August 15, if possible.
- H. The ASC shall be represented in the annual preparation of the administrative holiday schedule.
- I. Effective July 1, 1985, all Level 3 administrators shall be employed on 12-month terms.
- J. Effective September 5, 2002, Level 5 ten month administrators will be added to ASC with all the rights and privileges of current Level 3 and Level 4 administrators and with all benefits prorated according to the stated 10-month timeframe. There will be no vacation allowance with this position. Level 5 10-month administrators will serve according to the official school calendar, that is 200 days of service per year, which includes a week prior to and subsequent to the teacher calendar. Level 5 10-month administrators will be accorded seniority as established under the guidelines of the current ASC seniority schedule. Level 5 10-month administrators will be compensated according to attached schedule. Any work requested to be performed outside of the two-hundred(200) days will

be compensated at a per them rate. Time served as acting Level 5 1 0-month administrator will be accrued towards tenure.

## **ARTICLE VIII** **LEAVES OF ABSENCE**

### A. 1. SICK LEAVE

All 12-month administrators shall be allowed to accumulate up to two hundred-forty (240) days of unused annual sick leave with pay, at a rate of two days per month of employment. For terminal leave pay purposes, they shall be allowed to accumulate a maximum of 300 days. Any administrator whose personal illness extends beyond the period of accumulated sick leave may be granted a leave of absence for up to one year without pay or increment and renewal of such leave to a maximum of two years of total leave without pay or increment provided said leave of absence is approved by the Board. The Board shall pay his/her Board of Education medical insurance premium for not more than a total of twenty-four monthly premiums provided the administrator's personal illness is verified by a doctor during the leave of absence.

### 2. SICK BANK

The Board will establish a sick leave bank to be used when an administrator is incapacitated by long-term sickness or injury, if as many as 50% of ASC membership participate in accordance with the terms contained herein.

- (a) Membership in the sick leave bank is voluntary on the part of the employees.
- (b) The period for enrollment is between July 1 and November 1 of each school year. Employees may enroll in the bank by donating three(3) days of sick leave earned during the current school year. Employees who have reached their maximum sick leave balance of 240 days shall have this contribution deducted from said balance.
- (c) A member of the bank will not be able to utilize sick leave bank benefits until his/her own sick leave is depleted. A period of thirty(30) days of consecutive absence must elapse before a member may become eligible to use the sick leave bank.
- (d) A maximum of sixty(60) days each school year can be drawn by any one member from the bank.
- (e) Participating administrators must return to work and must meet the initial requirements of the sick bank before becoming eligible to utilize sick leave bank benefits again.
- (f) Members utilizing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
- (g) Upon termination of employment, or withdrawal of membership from the bank, a participating administrator will not be permitted to withdraw his contributed days.
- (h) A committee composed of two Board representatives and two ASC members will be established to determine the eligibility of an administrator to draw from the sick bank.

- (i) Members of the bank will be assessed additional days of sick leave at such time as the bank is depleted to forty-five(45) days, unless they choose not to participate further in the bank. Members who have no sick leave to contribute at the time of assessment will be assessed these days by October 1 of the following year. Reestablishment of the bank will be done under the same regulations which governed its establishment as detailed above.
- (j) Sick leave accumulated by individual sick leave bank members beyond the limits set forth in Paragraph A.1 of this article shall be added to the sick bank.
- (k) ASC sick bank days charged against an ASC member will be fully restored to the ASC member for terminal pay purposes. The days will remain charged against the ASC sick bank.

B. SABBATICAL LEAVE

1. LEAVE 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 a research organization engaged in educational research. Plans for such study shall be submitted to the Superintendent in advance, and shall be so designed as to be of direct educational value to the school system.

2. LEAVE FOR TRAVEL

Leave for travel may be granted for the following reasons:

- (a) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution.
- (b) Travel planned cooperatively with the Superintendent of Schools, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to be of direct educational value to the school system.

3. LEAVE FOR SPECIAL SERVICE

Special service leaves may be granted for full-time service when such service is directly related to the administrator's area of work. Such leaves shall be limited to special services performed on a full-time basis at an institution of higher learning, the Peace Corps, or similar Federal organizations, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to be of direct educational value to the school system.

4. Time up to one year during which the individual is on leave for study, travel, or special service, as described in this Article, shall be credited toward increment. Sick time allowance may not be used, nor does it accrue in connection with such leave.

5. Such leave may be granted to two(2) administrators during a single year, if the sabbatical leave requirements are met by the two applicants. No administrator with less than seven(7) years experience in the District shall be eligible for such leave. Selection of administrators for such leave shall be made in consultation with the Council.

6. Such leave shall be granted at one-half pay for full year or full year pay for half-year.

7. It is understood that any individual taking leave as described in this article shall return to this school system for at least one(1) year immediately following such leave. If he/she does not return to the system for at least one(1) complete school year, he/she shall fully reimburse the school district upon notification of termination of employment with the school district for all salaries and other benefits received.
8. Positions temporarily vacated by administrators on such leave shall be filled on an acting basis for the duration of such leave.
9. Upon return from such leave, the administrator must furnish the school district with corroboration of the sabbatical leave program as follows:
  - (a) Official transcripts of any course taken.
  - (b) If no courses were taken, but a university or institutional program was followed, a statement from an institutional official describing the nature and extent of the program undertaken.
  - (c) If no university or other institutional program was followed, a comprehensive report describing the activities completed.
  - (d) Such other documentation as may be necessary to certify that the purposes for which such leave was granted were achieved.
  - (e) If any individual taking leave as described in this Article fails to comply with any of the foregoing sub-sections [(a), (b), (c), (d)], he/she shall fully reimburse the school district for all salaries and other benefits received.

C. PERSONAL BUSINESS LEAVE

All administrators shall be granted up to three(3) days of paid personal leave annually. Personal leave may not be used for social or recreational purposes or to extend school holidays or recesses. Personal business leave must be reported in advance to the Superintendent of Schools and the divisional administrator. Unused personal business leave shall be added to accumulated sick leave at the maximum rate of three(3) days per year. Those employed on 12-month terms shall be authorized a fourth day of personal business leave on the approval and at the discretion of the Superintendent of Schools. Those employed on 10-month terms shall receive (2) personal business days annually.

**ARTICLE IX**  
**TERMINAL LEAVE PAY**

- A. Administrators who retire under the provisions of Article 11 of the New York State Education Law shall receive terminal leave pay based on the following factors:
- (1) One and one-half percent (.015) of their unused sick leave balance, which may not exceed 300 days
  - (2) Years of service in the Niagara Falls public schools
  - (3) Eighty-five (.85) percent of their per them rate of pay at the time of retirement
- Accordingly, terminal pay shall be calculated through use of the following formula:  
 $.015 \times (x) (.85 \text{ p.d.r}) = T$  where  
 x = number of days unused sick leave  
 n = years of service in Niagara Falls schools

p.d.r = per diem rate of pay

T = Total

(12 month employee - 1/240th of annual salary)

Administrators retiring under the disability retirement provisions of the New York State Teachers' Retirement System law shall receive terminal leave pay.

**B. 403B Plan for Terminal Leave**

- (1) The District will make a non-elective employer contribution in the amount established by this Article subject to the contribution limits as outlined in the Internal Revenue Code, Section 415C.
- (2) The non-elective employer contribution (also known as terminal leave pay) is available to all employees who meet the requirements of this Article, and who submit an irrevocable letter of resignation having an effective date of a least 30 days before the effective date of retirement.
- (3) Coinciding with the date of the employee's final paycheck, the terminal leave pay will be remitted in ING Opportunity Plus or successor, a qualified 403(b) plan administered through Carroll Financial Services or successor, for the benefit of the employee.
- (4) Should the District be unable to fund the entire terminal leave pay in the current year due to IRC Section 415 limits, the District will remit the maximum allowable in the current year and the remainder will be remitted by January 31 of the following year in accordance with Section 415 of the IRC concerning up to "5 years of post-retirement deposits."
- (5) For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System. In the event that the employee's terminal leave pay exceeds acceptable Internal Revenue Code contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

**ARTICLE X**  
**VACATION**

Members of the administrative unit are eligible for 20 days vacation per year. Those employed on 10-month terms are not eligible for vacation. In the first year of appointment as an administrator, the vacation will be credited as it is earned, five(5) days after each quarter. Thereafter, the vacation will be credited on July 1 of each school year for use within that year. If the vacation days are used before the end of the year and service with the district is terminated before the end of the school year, then reimbursement to the Board of Education for days not earned, based upon a proration of 20 days over 12 months, must be made prior to the individual's departure.

A maximum of 30 days accumulated vacation may be carried from the year credited over to the next school year. Any accumulated vacation days over and above 30 as of June 30 of any school year will be lost. No unit member may take less than 10 or more than 30 days of vacation in any school year including accumulated unused



days from previous years. Upon retirement, days accumulated up to 35 may be paid in a lump sum if not taken prior to effective date of retirement.

**ARTICLE XI**  
**TRANSFER**

- A. The Superintendent shall post in all school buildings a list of known administrative vacancies, which have occurred or will occur during the school year and at the beginning of the following school year
- B. Administrators who desire a transfer to another building shall file a request with the Administrator for Human Resources.
- C. In the determination of such requests for transfer, the wishes of the individual administrator shall be honored to the extent that they do not conflict with the administrative requirements and best interests of the school system. In filling positions among equally qualified applicants, seniority as to the day of appointment in the administrator's present capacity shall be one of the significant factors
- D. The parties agree that in order to maintain a balanced instructional staff, building principals will be consulted prior to any transfer of a teacher.
- E. In the event an administrator is transferred to a position providing a higher ratio for salary computation, his/her length of prior service as an administrator in this school district shall, for the purpose of placement upon the salary schedule for the new position, be given such effect as the Board of Education shall determine.
- F. Assignment of an administrator who is to be transferred effective the next fiscal year shall be known by the transferee by May 15 if possible. Transfers resulting from confidential retirements are excluded from this provision.
- G. The Board retains the right to transfer any unit members within their tenure areas; however, such areas are or may be defined by the Board, subject only to conditions and requirements established by law.
- H. The Superintendent shall have authority to transfer, assign, and re-assign members of the unit as he/she sees the needs of the district to require, provided that there shall be no reduction in salary or benefits in the event of a transfer to a lower-paying position on the salary schedule.

**ARTICLE XII**  
**PERSONNEL**

- A. All administrative positions available must be posted in such a manner that gives due notice thereof to all instructional staff members. The available position shall be filled within a time designated within such notice insofar as possible. In the event such position is not filled within such designated time, the Council shall be informed of the reason therefore.
- B. Vacant positions for administrative employment other than during the regular contract year shall be posted.
- C. In the event an administrator's position is abolished and there is a vacancy in the teachers' bargaining unit in the tenure area for which such administrator is certified, the Board will employ him or her for that vacancy before the Board hires a new teacher from outside the school system provided, however, that this right to return to a position in the teachers' bargaining unit shall be subject to the provisions of Section 2510 of the Education Law as same now provides or may hereafter be amended to provide. He or she will receive only such tenure rights in said position as provided by the aforesaid statute. For the purposes of incremental increases, if any, provided for in the teachers' salary schedule, he or she will receive full credit for all years that he or she was employed as an administrator and as a teacher in the Niagara Falls school system.
- D. Notification of termination of an administrator's position shall be given to the administrator and the professional committee of ASC as soon as possible after it is known by the Superintendent.
- E. A member of ASC shall be added to the ad hoc committees which recommend to the Superintendent the promotion of teachers to administrative positions and of members of ASC to other administrative positions. He or she shall be nominated by ASC and appointed by the Superintendent.
- F. Any administrator whose services are terminated because of position abolishment or reduction in force shall, if a temporary administrative vacancy due to leave of absence occurs, be employed in an acting capacity to fill such vacancy if the administrator is certified to fill the position and formerly held a position in the same tenure area.
- G. In the event a vacancy due to leave of absence occurs within the teaching ranks and no teacher is statutorily or contractually eligible for the position, an administrator whose name appears on the preferred eligible list in the tenure area of the vacancy shall be employed to fill such a vacancy if appropriate certified.

- H. Human Resource Office procedures will be established for notifying principals of the teacher transfers or separations at the same time such notification is given to teachers.

**ARTICLE XIII**  
**INSURANCE**

A. **MEDICAL COVERAGE**

**Cafeteria Plan**

**Option A**

**Blue Cross/Blue Shield**

Hospitalization, Medical/Surgical 90-91 Plan

Major Medical \$50/\$100 Deductible + 20% Co-pay up maximum \$500  
Single, \$1,000 Family

Prescription Drugs \$3 Co-pay; Rider 8, dependent children to age 23;  
Rider 9, ambulance; Rider 21 psychiatric

**Option B**

Hospitalization, Medical/Surgical 90-91 Plan

Major Medical \$250/\$500 Deductible + 20% Co-pay up to maximum \$500  
Single, \$1,000 Family

Prescription Drugs \$7 Co-pay; Rider 8, dependent children to age 23;  
Rider 9, ambulance; Rider 21 psychiatric

**Option C**

Community Blue HMO 202 and 202 Plus

Hospital, Medical/Surgical – Full Coverage

Office Visit Co-Pay (202 - \$10; 202 Plus - \$0 primary care, \$20 specialist,  
OR \$5 primary care, \$15 specialist)

Prescription Drugs \$3 Co-pay

Plus Plan has out-of-network \$250/\$500 deductible the 20% co-insurance  
up to \$2,000, then 100% payment

**Option D**

Community Blue HMO 203 and 203 Plus

Hospital, Medical/Surgical – Full Coverage

Office Visit Co-Pay (203 - \$15; 203 Plus - \$15 primary care, \$15 specialist,  
OR \$10 primary care, \$20 specialist)

Prescription Drugs \$10 Co-pay

Plus Plan has out-of-network \$250/\$500 deductible the 20% co-insurance  
up to \$2,000, then 100% payment

Option E

No Coverage

B. DENTAL COVERAGE (Self-Funded Plan)

Option A - Extended

Dental Coverage with Orthodontics (2 year commitment)

- (1) Preventative Services paid at 100%
- (2) Basic Services paid at 80%
- (3) Major Services paid at 50%
- (4) Orthodontic Services - Lifetime maximum of \$1,000 per family member

Option B

Dental Coverage without Orthodontics (2 year commitment)

- (1) Preventative Services paid at 100%
- (2) Basic Services paid at 80%
- (3) Major Services paid at 50%

Option C

Dental Coverage with Orthodontics (2 year commitment)

- (1) Preventative Services paid at 100%
- (2) Basic Services - same schedule as current Blue Shield coverage
- (3) Major Services - same schedule as current Blue Shield coverage
- (4) Orthodontic Services - same schedule as current Blue Shield coverage

Option D

Dental Coverage without Orthodontics (2 year commitment)

- (1) Preventative Services paid at 100%
- (2) Basic Services - same schedule as current Blue Shield coverage
- (3) Major Services - same schedule as current Blue Shield coverage

C. VISION COVERAGE (2 year commitment)

Self-Funded Plan

a. No deductibles except \$20 for contacts

b. No paperwork

(c) Four Locations:

George's, Pine Avenue

Gary's, Lewiston

Niagara Lab Masters, LaSalle

Boulevard Optical Lab Master, Tonawanda/Amherst

Non-Participants - Reimbursement based upon current allowances.

D. GROUP TERM LIFE INSURANCE

Options available in the following denominations of Group Term Life:

1. \$10,000	6. \$60,000
2. \$20,000	7. \$70,000
3. \$30,000	8. \$80,000
4. \$40,000	9. \$90,000
5. \$50,000	10. \$100,000

- E. Any administrator who retires under the provisions of Article 11 of the New York State Education Law shall continue to receive medical coverage in effect at the time of his or her retirement, excluding dental, vision, and major medical coverage until the administrator becomes eligible for Medicare, at which time the Board shall no longer provide such coverage, except as provided in Section L below.
- F. If any of the coverage provided for in this article is provided by the Board under contract or by any other employer on a fully paid-by-employer basis, such coverage shall not be duplicated by the Board.

G. FLEXIBLE SPENDING ACCOUNTS

1. Medical Care Spending Account
  - (a) Reimbursement for allowable medical expenses
  - (b) No limit on the amount of benefit dollars or personal contribution by payroll deduction
2. Dependent Care Spending Account
  - (a) Reimbursement for allowable expenses incurred for the care of a dependent
  - (b) \$5,000 maximum per family

H. OPT OUT

1. If one chooses coverage, 50% of remaining benefit dollars are paid to the employee or money may be put into Flexible Account.
2. If one does not choose coverage, and can show coverage from other sources, 50% of the benefit dollars are paid to the employee; \$2,500 must remain in the Flexible Spending Account.
3. If one does not choose coverage and can show coverage from other sources, and decides not to opt out, all or part of benefit dollars may be put into the Flexible Account with any remaining portion subject to 50% opt out.
4. Flexible dollars left over are returned to the Board of Education.

I. PREMIUM INCREASES

1. All increases in premiums in excess of the base benefit dollars for Option B medical plus \$30,000 life insurance will be shared equally between the Board and ASC members based upon the experience rate set by Blue Cross for the active component of the Board of Education group.

- 2. Employee contributions may be paid through flexible spending accounts handled through payroll deduction.
- J. The anniversary date of these plans is to be established as October 1.
- K. OPT OUT  
 At the beginning of each school year, each member shall have the opportunity to "opt-out" of the premium-based, Board-provided health insurance coverage as set forth in Paragraph B.1. of this article, provided that he or she can demonstrate possession of equivalent coverage through another source. In lieu of the health insurance benefit, the member shall receive from the Board the amount equivalent to one-half of the existing premium for such coverage payable in the amount of one twenty-sixth of said half premium per pay period or in a lump sum at the end of the fiscal year at the discretion of the administrator; such arrangements shall be made by the administrator in accordance with existing administration regulations. Re-entry into medical coverage during the school year is possible only in the event that the administrator can show that coverage is lost through no fault of his or her own.
- L. LIFETIME SUPPLEMENTAL BENEFITS FOR RETIREES  
 The Board of Education shall provide insurance coverage as set forth in Section E for members of the bargaining unit lawfully retiring in the future provided that such member has completed a minimum of twenty(20) years of service in the employ of this school district or ten(10) years of service as an administrator in this school district at the time of retirement. When the retiree reaches his or her sixty-fifth(65th ) birthday and qualifies for medical insurance under Social Security, the coverage shall be changed to that which is supplemental to Medicare.

**ARTICLE XIV**  
**TUITION REIMBURSEMENT**

The Board shall reimburse any administrator for tuition fees and expenses, other than for personal certification, incurred in pursuing advanced work or courses relating to a field of work required by the Superintendent of Schools.

**ARTICLE XV**  
**ALLOWANCE FOR ATTENDANCE AT CONFERENCES**

There shall be an annual professional development fund of \$15,000 provided by the Board for use for purposes permitted by law, other than equipment, and deemed appropriate by the ASC and approved by the Superintendent of Schools or his/her designee. Annual balances in this account shall be retained by the Board.

**ARTICLE XVI**  
**MILEAGE FEES**

The Board shall reimburse each administrator for the use of his/her automobile at the rate allowed by the IRS for driving personal vehicles on Board business when authorized or at such higher rate, if any, as shall be provided for teachers.

**ARTICLE XVII**  
**SALARIES**

- A. Personnel covered in this contract shall be paid in accordance with the salary schedule in effect at the time of the contract and included herein.
- B. Summer school duties shall be part of the regular duties of 12-month administrators and there shall be no separate or additional salary therefore.
- C. For 10-month administrators, any work requested to be performed outside of the two-hundred(200) days will be compensated at a per them rate.

D. **DISCONTINUANCE OF SERVICES**

Any ASC member to whom a recommendation is to be made by the Superintendent of Schools that his or her services be discontinued shall, at least thirty(3) days prior to the Board Meeting at which such recommendation is to be considered, be notified in writing of such recommendation and the date of the Board Meeting at which it is to be considered. Such ASC member may, not later than twenty-one(21) days prior to such meeting, request in writing that he or she be furnished with a written statement giving the reasons for such recommendation and within seven(7) days thereafter such written statement shall be furnished. Such ASC member may file a written response to such statement with the District Clerk not later than seven(7) days prior to the date of the Board Meeting. This provision shall not be construed as modifying existing law with respect to the rights of administrators and members of the supervising staff or the powers and duties of boards of education with respect to the discontinuance of service of such employees.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

A. **DECLARATION OF PURPOSE**

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievance of administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its administrators are afforded adequate opportunity to dispose of their differences without the

necessity of time-consuming and costly proceedings before administrative agencies and in the courts.

B. DEFINITIONS

1. (a) "Grievance" shall be limited to claimed violations, misinterpretations or inequitable application of this Agreement. Such term shall not include the termination of employment, any disciplinary procedures or any matter subject to a hearing under the tenure law and any item covered by Federal or State law is not a grievable item and is not subject to arbitration.

(b) Solely with reference to Stages 1 and 2 of this procedure as hereinafter set forth, the term "grievance" shall also include any claimed violation or inequitable application of laws, rules, procedures, regulations, administrative orders or work rules of the Board which relate to or involve terms and conditions of employment of administrators and are not included within the terms of this Agreement exclusive of the matters as referred to in sub-paragraph (a) above. A grievance as defined in this sub-paragraph (b) may not be appealed beyond Stage 2, Superintendent of Schools and, in case of appeal thereof to Stage 2, the decision of the Superintendent shall be final and binding upon all parties and no further appeal thereof shall be permitted. It is, nevertheless, understood that where such a grievance as defined in this sub-paragraph (b) involves a violation of the terms of this Agreement, such alleged violation may be processed through Stage 4 below.

2. The "Immediate Superior" shall mean the person so designated by the Board's organization chart.

3. "Aggrieved Party" shall mean any person or persons in the Council filing a grievance.

4. "Grievance Committee" is the committee created and constituted by the Council to administer this procedure on behalf of the administrators in its bargaining unit.

5. "Party in Interest" shall mean the Grievance Committee and any party named in the grievance other than the aggrieved party and shall include the Board of Education and the Superintendent of Schools, and their designated representatives.

6. "Days" shall be school teaching days, except that it shall mean non-holiday weekdays when schools are in summer recess.

7. "Official Grievance Record" shall consist of the written grievance, all exhibits, communications, minutes and/or notes of testimony, written arguments, and briefs considered at all levels other than Stage 2(a) and all written decisions at all stages.

8. "Board" shall mean the full Board or a portion of the Board membership designated by the president of the Board of Education to act as its agent in dealing with the provisions of this Agreement.



C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party; the nature of the grievance; the specific designation of the particular sections, paragraphs, and clauses of the Agreement claimed to have been violated; the grievant's supporting information; the identity of the person or persons considered responsible for the conditions causing the grievance to be lodged, if known, and the redress sought. No grievance which fails to comply with this paragraph shall be entertained.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party.
3. The Board and the Council agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance to the extent permitted by law and not protected as a privileged communication.
4. Except as otherwise provided in Stage 1, an aggrieved party or his/her representative shall have the right at all stages of a grievance to confront and cross-examine all witnesses, to testify and to call witnesses on his or her 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.
5. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by the Council against the aggrieved party and representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents shall be jointly developed by the Board and the Council. The Superintendent of Schools shall then have them printed and distributed so as to facilitate the operation of the grievance procedure.
7. Documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
8. Nothing contained herein shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate superior and having the grievance informally adjusted, proved the adjustment is not inconsistent with the terms of this Agreement and the Council has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, such adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
9. The Superintendent of Schools shall be responsible for accumulating and maintaining the official grievance record. The official grievance record shall be

available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board.

10. Official minutes shall be kept at Board expense of all proceedings in Stages 2, 3, and 4.

- (a) A copy of the minutes and/or notes of testimony shall be made available to the aggrieved party as soon as possible but no later than five(5) days after the conclusion of hearings at Stages 2, 3, and 4.
- (b) The appropriate hearing officer shall be advised of any errors in said minutes and/or notes of testimony within two(2) days thereafter.
- (c) Any such claim of error in the minutes and/or notes of testimony shall become part of the official grievance record and the Hearing Officer shall indicate the determination made respecting such claimed error.

11. The Board and the Council agree that the procedure herein set forth shall be the only official method of resolving grievances and that they will encourage and promote its use.

12. The aggrieved party may be represented at all stages of the grievance procedure by a person of his/her own choosing. When an administrator is not represented by the Council, the Council shall have the right to be present to state its views at all stages of the grievance procedure.

#### D. TIME LIMITS

1. The number of days, indicated at each level below, should be considered as maximums, and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party. Any grievance involving a group or class of administrators in more than one school, or broad policy questions, may be processed, in the judgment of the Council, beginning at the second level. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

2. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal by the aggrieved party at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4. The right to process a grievance through the stages set forth in Paragraph E below applies only to grievances presented in accordance with the procedures of the Article within six(6) months after the occurrence of the claimed violation.

E. STAGES:

STAGE 1: IMMEDIATE SUPERIOR

- (a) An administrator having a grievance shall discuss it with his/her immediate superior, either directly or through a representative, with the objective of resolving the matter informally. It is altogether possible and proper that an administrator in one situation would be required to process his/her grievance through several strata of immediate superiors whereas another administrator might find only one immediate superior separating him/her and Step 2 of the grievance. The immediate superior shall confer with all parties in interest but, in arriving at his/her decision, shall not consider any material or statements without giving the aggrieved party the opportunity to see and comment upon it. If an administrator submits a grievance through a representative, the administrator may be present during the discussion of the grievance.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate superior. Within two(2) days after the written grievance is presented to him/her, the immediate superior shall, without any further consultation with the aggrieved party, render a decision thereon in writing.

STAGE 2: SUPERINTENDENT OF SCHOOLS,

If the administrator initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, he or she shall without two(2) days after receiving the written decision, present the grievance to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interests of the school system, then it shall file a written appeal to the Superintendent of Schools within ten(10) days of the receipt of the grievance. Within five(5) days after the grievance is presented to him/her, the Superintendent of Schools shall render a decision thereon in writing.

STAGE 3: BOARD OF EDUCATION

- (a) If the administrator initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, he/she shall, within five(5) days after receiving the written decision, present the grievance to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interests of the school system, then it shall file a written appeal to the Board of Education for its consideration within ten(10) days of the receipt of the grievance.
- (b) Within ten(10) days after receipt of the appeal, the Board of Education shall hold a hearing with the aggrieved party.
- (c) The Board of Education shall render a decision on the grievance within five(5) days after the conclusion of the hearing.

STAGE 4: ARBITRATION

- (a) The term "grievance" as used in reference to proceedings at Stage 4 shall not include any grievance defined in Section B, paragraph 1, subparagraph(b) above, and no provision relating to Stage 4 shall be applicable to such grievance, except where such a grievance involves a violation of the

terms of this Agreement, in which event, only the question of such violation shall be subject to Stage 4. If the aggrieved party is not satisfied with the decision at Stage 3 and wishes to proceed further under this grievance procedure, he/she may submit to arbitration a grievance involving only a claimed violation, misinterpretation or inequitable application of this Agreement. Such submission shall be made by written notice to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interests of the school system, then it shall file a written notice of arbitration to the Board within fifteen(15) days after receiving the written decision at Stage 3.

- (b) Within five(5) days after receipt of such written notice of arbitration, the Board of Education and the Council will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board and the selection of the arbitrator shall be made in accordance with the procedures of the Public Employment Relations Board.
- (c) The selected arbitrator shall hear the matter promptly and shall issue his/her decision to the Board not later than fourteen(14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, from the date when the statements and proofs are finally submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions upon the issues.
- (d) The arbitrator shall limit his/her decision strictly to the interpretation and application of the provisions of this Agreement or to a claim that the terms of this Agreement have been violated and shall be without authority or jurisdiction to modify or amend the same or to make any decision contrary thereto or otherwise contrary to law.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs and expenses for the services of the arbitrator, including per them expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Council.

#### **ARTICLE XIX** **DUES DEDUCTIONS**

- A. The Board agrees to deduct from the salaries of members of the local recognized representative organization such dues and related assessments as are certified by the Administrative and Supervisory Council. Members must individually and voluntarily authorize the Board to deduct such monies and transmit them to the local organization. Such authorization shall be in writing and shall expressly relieve the Board and all of its officers of any liability for the money deducted and transmitted to the local organization in accordance with this provision. This authority shall be continuous while the member is employed by the Board or until

- revoked by him or her in writing. The Administrative and Supervisory Council shall certify to the Board in writing the current rate of its membership dues. If the Administrative and Supervisory Council changes the rate of its membership dues, it shall give the Board thirty(30) days written notice prior to the effective date of such change.
- B. Deductions referred to in paragraph A above shall be made in equal installments on the regular paydays of each month during the school year. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to is later than ten(10) school days prior to the distribution of the payroll from which the deductions are to be made.
  - C. No later than September 30 of each year, the Board shall provide the Administrative and Supervisory Council with a list of those employees who have voluntarily authorized the Board to deduct dues. The Board shall notify the Administrative and Supervisory Council monthly of any changes in said list. A member shall have the right to have his/her dues deduction discontinued provided that he/she notifies the Board in writing.
  - D. In the event a member on payroll deduction should terminate services in the school system before the end of the school year, the full amount of outstanding dues shall become payable and shall be deducted from the member's final paycheck.

**ARTICLE XX**  
**TAX SHELTERED ANNUITIES**

Each ASC member shall be eligible to participate in a tax-sheltered annuity plan selected by the ASC and established pursuant to the United Public Law No. 87-370. Members shall have the option of participating in annuity plans administered by Thomas P. Denn or Carroll Associates or both.

**ARTICLE XXI**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of the 1st day of July 2003, and shall continue in effect through June 30, 2006. In the event either party wishes to amend this agreement, written notice shall be given by February 1, 2003.
- B. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article V of this Agreement. Amendments resulting from such negotiations shall take effect as may be mutually agreeable to the parties.

**ARTICLE XXII**  
**CONFORMITY TO LAW-SAVING CLAUSE**

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other provisions of law. If any provision of this Agreement is found to be contrary to law 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 Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

**BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS, NEW YORK**

By \_\_\_\_\_

BOARD PRESIDENT

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
CHIEF NEGOTIATOR

**ADMINISTRATIVE AND SUPERVISORY COUNCIL OF THE CITY OF NIAGARA  
FALLS, NEW YORK**

By \_\_\_\_\_

ASC PRESIDENT

**ADMINISTRATIVE AND SUPERVISORY COUNCIL  
SALARY SCHEDULE**

**2003-2004**

	<u>Tenure</u>	<u>Probation</u>
Level 3	\$107,002	\$103,790
Level 4	\$103,083	\$ 99,990
Level 5	\$ 88,558	\$ 85,902

**2004-2005**

Level 3	\$110,212	\$106,904
Level 4	\$106,176	\$102,990
Level 5	\$ 91,215	\$ 88,479

**2005-2006**

Level 3	\$112,416	\$109,042
Level 4	\$108,299	\$105,050
Level 5	\$ 93,039	\$ 90,249