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COPY

AGREEMENT BETWEEN THE
SUPERINTENDENT OF SCHOOLS
OF THE
ATTICA CENTRAL SCHOOL DISTRICT
AND THE
ATTICA CENTRAL SCHOOL ADMINISTRATOR'S ASSOCIATION

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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JULY 1, 2005 – JUNE 30, 2009

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APR 18 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I – PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Board of Education of the Attica Central School District (hereinafter called "Board") and the Administrative Employees (hereinafter called "Members") represented by the Attica Central Administrator's Association (hereinafter called "ACAA");

WITNESSETH

WHEREAS, the Board and ACAA recognize and declare that providing the finest quality education for the children living within the Attica Central School District is their mutual aim and purpose:

NOW, THEREFORE, in furtherance of said aim and purpose, it is mutually agreed by and between the parties as follows:

ARTICLE II – RECOGNITION

- A. The Board hereby recognizes ACAA as the exclusive bargaining agent and representative for all administrative and supervisory personnel of the Attica Central School District. The professional positions incorporated in such recognition include, but are not limited to, the following:
 - 1. High School Principal
 - 2. Middle School Principal
 - 3. Elementary School Principal
 - 4. Director of Physical Education/High School Assistant Principal
 - 5. Director of Curriculum & Elementary School Principal
 - 6. Middle School Assistant Principal
- B. Any and all newly created or substantially altered existing supervisory or administrative positions shall be automatically included in this recognition and shall be represented by ACAA for the purpose of determining the terms and conditions of their employment under the creation or alteration of such position.

ARTICLE III – PROFESSIONAL GROWTH

- A. All members shall be provided opportunities for the development of increased competence beyond what they may attain through the performance of their assigned duties.
- B. Recognizing that professional growth is an on-going process, the District shall provide money in the budget for each unit member for the expenses of attending professional meetings, state and national conferences, and workshops. Request for attendance at a national conference must be submitted to the Board of Education by March 1 of the year preceding the conference. Attendance at national conferences shall be limited to one per year and the Association shall

decide who shall attend. Requests to attend any conference, professional meeting, or workshop must be approved, as per Board of Education Policy.

- C. Members will be allowed to be absent from their duties for one (1) day each school year for the purpose of visiting educational institutions and schools. Requests for this day must be submitted to the Superintendent of Schools for approval no later than two (2) days in advance.

ARTICLE IV – DUES DEDUCTION

- A. The Board shall deduct from the salary of each member of ACAA who so authorizes in writing, dues for membership in any professional organization so designated by said member, and shall promptly transmit such deductions to the authorized organization or association.

ARTICLE V – CREDIT UNION PAYROLL DEDUCTION

- A. The Superintendent of Schools shall allow payroll deductions for those eligible members who desire to deposit funds with the Tonawanda Valley Federal Credit Union.
- B. Payroll deductions will be in effect for the total contract period.
- C. A staff member shall authorize the Superintendent of Schools to legally deduct the specified amount selected in equal installments over the 10 months for 10-month employees and 12 months for 12-month employees.
- D. It will be the responsibility of each individual staff member to request in writing to the Board of Education Office by the first day in September of the school year in which staff member initiates payroll deduction.
- E. The Association agrees to indemnify and save the Board of Education and the Superintendent of Schools harmless against any and all claims, demands, suits, or other form of liability that might arise out of or by reason of any action taken or not taken in respect to payroll deductions made pursuant to the provisions of the Article.

ARTICLE VI – ABSENCES AND LEAVES

A. SICK LEAVE

- 1) Members of the ACAA who are employed on a 10-month basis will be allowed up to 15 sick days per year with full pay, and members of the ACAA who are employed on a 12-month basis will be allowed up to 18 sick days per year with full pay, which allowance may be accumulative up to a maximum of 220 days.
- 2) Sick leave may be taken only for the personal illness of the staff member, for the remedial treatment of the staff member (e.g., dental, optical, out-patient) as prescribed by a licensed

practitioner or for serious illness of a person in the immediate family. Every effort shall be made to schedule doctor appointments after the school day. Immediate family shall be defined for purposes of this section as the staff member's father, mother, spouse, brother, sister, child, or any person living in the staff member's immediate household.

- 3) For any claimed period of personal illness which exceeds one (1) work day, the staff member may be required by the Superintendent of Schools to be examined by the school physician at no cost to the member.
- 4) Leave days are credited to the staff members as of the first day of school at the rate of one and one half (1.5) days per month for the number of months during the school that the staff member is scheduled to work. Leave days are earned, however, on a monthly basis (i.e., one and one half (1.5) days per month). If a staff member terminates employment before the end of the school year, he/she shall reimburse the District for leave days that are used, but unearned.

B. PERSONAL LEAVE

- 1) Three (3) days per year shall be allowed for personal leave of absence. Unused personal leave days will not accumulate from one year to the next nor will the days be deducted from sick leave. However, unused personal leave of absence days will be added to the staff member's accumulated sick leave at the end of each school year.
- 2) Personal leave may be taken only upon two (2) or more days advance notification to the Superintendent of the staff member's intention to take such leave and in addition, shall require prior approval by the Superintendent. In cases of emergency, the advance notice and prior approval requirements will be waived.
- 3) The staff member need not specify verbally or in writing the purpose for which personal leave shall be used.
- 4) Personal leave may not be used on the regularly scheduled working day immediately preceding or the regularly scheduled working day immediately following any legal holiday or school vacation recesses.

C. WRITTEN NOTIFICATION

- 1) Each member of the Association shall receive written notification of accumulated sick leave within the month of July.

C. BEREAVEMENT LEAVE

- 1) Five (5) days shall be allowed for each bereavement leave.
- 2) Bereavement leave may be taken only because of a death in the immediate family. Immediate family shall be defined for purposes of bereavement leave as the staff member's father, mother, husband, wife, legal guardian, brother, sister, child, grandparent,

grandchild, aunt, uncle, related by blood, marriage, or legal adoption, or any other person living in the staff member's immediate household. The Superintendent may grant additional days when warranted.

E. SABBATICAL LEAVE FOR STUDY

Members who have served at least seven (7) years in the District may, upon recommendation of the Superintendent of Schools, and with the approval of the Board, be granted leave of absence for purposes of study upon the following conditions:

- 1) Applicants must file with the Superintendent of Schools a statement of the definite purpose for which leave of absence is desired. This statement must include the institution at which the individual is to study and the courses to be pursued. Such courses must meet with the approval of the Board.
- 2) Applicants must file with the Board a written agreement to remain in the service of the District for three (3) years after the expiration of such leave, or in the case of resignation within three (3) years, to refund to the District such proportion of the salary paid during the leave of absence as the unexpired portion of three (3) years shall bear to such period.
- 3) Such leave shall not be granted for less than one (1) full semester nor more than one (1) full year. Members taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
- 4) A member on Sabbatical Leave will receive one-half (1/2) of his/her then current salary for the full year or full pay of one-half (1/2) year, and paid Health Insurance benefits pro-rated in the same manner.
- 5) At any time, not more than one administrator regularly employed shall be on leave of absence. In case the number of applicants shall exceed one (1), selection shall be made in accordance with the following principles:
 - a) Length of service, preference being given to those longest in service.
 - b) Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all supervisory personnel.
- 6) Regular annual salary increments shall be given for time of leave, the same as for regular service in the schools.
- 7) Applicants for such leave of absence for any school year shall be acted on by the Board of Education at its first regular meeting in January of the year preceding the Sabbatical Leave.

F. NOTIFICATION OF FORM

- 1) At the earliest opportunity, the staff member must notify the Superintendent of Schools of the member's desire to take an emergency leave or bereavement leave.

- 2) Upon return to work from an absence due to a leave, the staff member shall complete the designated form which is located in the main office of each building.

G. HEALTH LEAVE

- 1) Any staff member having tenure in the District who exhausts his/her sick leave allowance shall be eligible for a Health Leave without salary or fringe benefits.
- 2) Eligible staff members shall be entitled to one such leave which shall be for a definite period of time not to exceed one and one-half (1.5) calendar years. In no event shall a staff member be entitled to a leave for a period of time longer than is necessary for the health reason, but the School District may require that the leave be extended to the end of the semester in which the leave is schedule to terminate.
- 3) An eligible staff member must submit a written request for a Health Leave which shall specify the duration thereof; such request shall be accompanied by a physician's statement outlining the need for such leave. The School District is entitled to have the staff member examined by a physician representing the District prior to the leave, during the leave, and upon return from leave.
- 4) Upon return for a Health Leave, the staff member shall be entitled to his/her original position, if available, or the most similar position available for which he/she is certified.

H. CIVIL SERVICE

1) Leave for Jury Service

- a. Upon presentation of an official notice to appear for jury duty service, a release with pay shall be granted to the staff member by the Superintendent of Schools.
- b. This release with pay shall be granted on the basis that the staff member will endorse his/her check for jury service allowance to the District if the member receives such remuneration.
- c. The District will return any monies included in such check as payment for travel or parking expenses to the staff member.
- d. Staff members shall provide a minimum of one (1) week's notification to the Superintendent of Schools prior to the date he/she is scheduled to first appear.

2) Court Subpoena

- a. No deduction from pay or benefits will be made if the staff member must be absent in order to respond to a court subpoena in a matter in which the staff member is not the defendant.
- b. No deduction from pay or benefits will be made if the staff member must be absent in order to respond to a court subpoena in a matter which is school related.

3) Military Leave – shall be granted in accordance with existing law.

I. UNPAID LEAVE

- 1) Subject to at least two (2) school days of advance notice in writing, any member may be absent from his/her duties without pay, not to exceed five (5) consecutive days, upon approval of the Superintendent of Schools.
- 2) Unpaid leave in excess of five (5) consecutive school days can be granted subject to sufficient advance notice in writing to the appropriate immediate supervisor, recommendation of the Superintendent of Schools to the Board of Education, and approval by the Board of Education.
- 3) The written notice shall set forth the reasons for needing this absence and shall become a part of the staff member's personnel folder.
- 4) A staff member granted Unpaid Leave of five (5) consecutive school days or less shall be entitled to a continuation of Health Insurance and shall continue to receive the same benefits as any staff member who is on paid leave.
- 5) For any Unpaid Leave in excess of five (5) consecutive school days, no benefits shall accrue to the staff member during the duration of the leave. The staff member may be considered part of the Health Insurance Group, but payment for such insurance must be borne by the staff member. The pro-rating of any benefits or Health Insurance payments will begin with the first day of such leave.

ARTICLE VII – HEALTH INSURANCE

- A. Effective January 1, 2007, the District shall make available to all staff Genesee Area Health Care Plan, such plan shall include:
1. Office co-pay - \$15
 2. Prescription Drug Retail – 5-10-25 (30-day Rx)
 3. Prescription Drug Mail Order – 10-20-50 (105-day Rx)
 4. Dependent Coverage – 19/26 years
 5. Riders for Dental and Vision
 6. In-Network Deductibles – N/A

Each bargaining unit member will contribute 10% of the monthly health plan premium.

- B. Genesee Area Health Care Plan Dental Rider I will be provided to all staff members, either family or single coverage, whichever is appropriate.. Should an employee wish to opt up to Dental II coverage, the employee may do so at no additional cost to the District.
- C. Staff members who are covered under another type of health insurance are encouraged not to apply for health insurance under this Article if such plan has benefits comparable to those provided by the District. Any staff member whose spouse is employed by the Attica Central School District shall not be eligible for separate health insurance under this Article provided his/her spouse has family coverage pursuant to this Article.
- D. Effective October 1, 2006, the District will contribute \$300 into a Flex Plan for each full-time staff member annually. Single and opt-out employees will receive \$200 annually. Flex amounts will be pro-rate for part-time employees.
- E. Effective October 1, 2006, the District will annually contribute \$225.00 in a VEBA Plan for each full-time staff member taking a family insurance plan with the District. The District will annually contribute \$125 in a VEBA Plan for each full-time staff member taking a single insurance plan with the District.
- F. Eligible staff members who will be returning to the school system for the following year shall be covered under the above insurance plans for the months of July and August.
- G. Those eligible staff members joining the Attica Central School District for the first time on September 1, who wish to obtain health insurance coverage, must, not later than September 20, complete and transmit to the business office the necessary application forms. Coverage is not automatic. Coverage shall become effective as of September 1.
- H. Those eligible staff members joining the Attica Central School for the first time later than September 1, who wish to obtain health insurance coverage, must, within thirty (30) days after the date of employment, complete and transmit to the business office the necessary application forms. Coverage shall become effective as of the date of employment.
- I. Any covered staff member must report any change in marital status or the death of a spouse to the Business Office within thirty (30) days of its occurrence.
- J. Any covered staff member whose service with the District terminates during or at the end of the school year is entitled to coverage one (1) month beyond the last month of active employment in the District.
- K. Those eligible staff members who elect not to be covered should so notify the Business Office in writing.

Effective July 1, 2006, a staff member eligible for a family plan who elects not to take the family plan will receive \$850. In the case of an eligible staff member whose spouse is employed in the District, the amount shall be \$500.

Effective July 1, 2006, a staff member will receive \$500 if he/she is eligible for a single plan and elects not to take the plan.

Except in the case of a staff member whose spouse is employed in the District, this cash payment shall not require the forfeiture of dental insurance provided by the District.

- L. Those eligible staff members who are transferring from coverage under another Blue Cross/Blue Shield policy, who wish to be covered by the Attica Central School District policy, will be entitled to immediate coverage if, not later than ten (10) days after employment by the school, the staff member completes and transmits to the Business Office the necessary application forms.
- M. Staff members currently covered under the group insurance program may continue the coverage after retirement at the rate of the premium assigned by the carrier. Premiums for coverage of staff members shall be paid in full by the retired staff member except as provided under Article XIII of this agreement.

ARTICLE VIII – SCHOOL LUNCH FOR STAFF MEMBERS

- A. When establishing the price to be charged to an adult for either a lunch or a breakfast, sponsoring agencies should consider the total cost of providing these meals. It is necessary that this price should be equal to the actual cost of producing a Type A lunch or breakfast, based on the financial information submitted to the Reimbursement Unit, plus the value of USDA commodities used in the production of these meals.
- B. In the instance of staff member's lunches, adjustments will be instituted semi-annually in September and January.
- C. Sales tax will be in addition to the above costs.

ARTICLE IX – WORK YEAR

- A. The working year of the High School Principal, the Middle School Principal, and the Elementary School Principals shall be 12 months extending from July 1 to June 30.
- B. The working year for the High School Assistant Principal/Director of Physical Education, and the Middle School Assistant Principal, shall extend from September 1 to June 30. When 10-month administrative employees work additional days during July and August, at the Superintendent's request, the 10-month administrative employee shall be paid on the basis of 1/200th of such an employee's annual yearly salary. This request shall be made prior to June 1 in as far as possible.

- C. The High School Assistant Principal/Director of Physical Education, and the Middle School Assistant Principal will be employed for a minimum of ten (10) days from July 1 to August 31.

SUMMER WORK DAYS: Agree to three (3) days per Assistant Principal. This will be defined in unison with the Superintendent and each Assistant. These days may be used to work on curriculum development, policy regarding sexual harassment, or other items deemed appropriate.

- D. Staff Members shall not be required to report to work on days on which school is canceled due to emergency reasons such as inclement weather, energy problems, etc.

ARTICLE X – COMPENSATION FOR INTERSCHOLASTIC ACTIVITIES

- A. Any administrator assigned to fulfill interscholastic or extracurricular duties will be paid the amount stated in the Faculty Association Agreement in effect at the time.
- B. When an administrator is assigned to chaperone events by the Superintendent or his designee, the administrator will be compensated at a rate five (5) dollars higher than the rate received by teachers at the same event.

ARTICLE XI – GRIEVANCE PROCEDURE

A. PURPOSE

- 1) It shall be the purpose of this Article to secure, at the lowest possible level, equitable solutions to alleged grievances which arise out of the application or interpretation of this agreement.

B. DEFINITIONS

- 1) Aggrieved Party shall mean the Association and/or any staff member or group thereof filing a grievance.
- 2) Grievance shall mean a dispute or controversy arising out of the application or interpretation of this Agreement.
- 3) Party In Interest shall mean any party named in a grievance who is not the aggrieved party.

C. GENERAL PROCEDURE

- 1) Except at the informal stage, all grievances shall be presented by means of a written statement which shall include the name and position of the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible

for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- 2) Except for an informal decision, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons thereof. Each decision shall be promptly transmitted to the aggrieved party and the Association.
- 3) The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 4) The District and the Association agree to facilitate any investigation which may be required and make available any and all material and relevant documents, communications, and records concerning the alleged grievances.
- 5) An aggrieved party and party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every state of this grievance procedure.
- 6) No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken against the aggrieved party, any party in interest, any representative, any other participant in the grievance procedure, or any other person of reason of such grievance or participation therein.
- 7) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be developed by the Association. The Superintendent of Schools shall then have them reproduced and made available so as to facilitate operation of the grievance procedure.
- 8) All documents, communication, and records dealing with the procession of a grievance shall be filed separately from the personnel files of the participants.
- 9) Nothing contained herein will be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. 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, said judgment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 10) The aggrieved party may choose whomever he/she wishes to represent him/her at any stage of this procedure, except that such representative may not be a representative of a competing employee organization.

D. TIME LIMITS

- 1) No grievance will be entertained as described below, and such grievance will be deemed waived unless the grievance is presented at the first available stage within 30 school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 2) If a decision at one stage is not appealed to the next stage of the procedure within the time limits 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, his/her representatives, and the Association within the specified time shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. STAGES OF GRIEVANCE

- 1) Stage 1: Superintendent of Schools
 - a. An aggrieved party having a grievance will discuss it with the Superintendent of Schools, either directly or through a representative, with the objective of resolving the matter informally. The Superintendent will confer with all parties in interest, but in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party 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 Superintendent of Schools within five (5) school days after the grievance was initially discussed with the Superintendent. Within two (2) school days after the written grievance is presented to him, the Superintendent shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the aggrieved party, his representative, and the Association.
- 2) Stage 2: Board of Education
 - a. If the aggrieved party initiating the grievance is not satisfied with the decision of Stage 1, an appeal may be filed in writing with the Board of Education within 15 school days after receiving the decision of Stage 1.
 - b. Within ten (10) days after receipt for the appeal, the Board of Education, or a committee of its members, shall hold a hearing on the grievance. The hearing will be conducted in executive session.

- c. Within five (5) school days after the conclusion of the hearing, the full Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and all parties in interest.
- d. The parties may mutually agree to waive Stage 2.

3) Stage 3: Arbitration

- a. After such hearing, if the aggrieved party is not satisfied with decision at Stage 1, and the Association determines that the grievance is meritorious, the aggrieved party may submit the grievance to arbitration by written notice to the Board of Education within 15 school days of the decision at Stage 2, or from the date of the written mutual waiver of said Stage 2.
- b. The parties will then be bound by the rules and procedures of American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and set forth his findings of fact, reasoning, and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to change or modify any of the terms contained in this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XII – SALARIES

A. SCHEDULE OF PAYCHECKS

- 1) Each 10-month staff member's annual salary will be distributed over a 10-month period, payable in 21 equal installments. The schedule of paychecks will be the same as the schedule of paychecks for the Faculty Association
- 2) At the option of the staff member, the annual salary will be distributed over a 10-month period, payable in 26 equal installments. Those installments which have not been paid by the last payday of the regular school year will be paid on that day in full. A staff member

who wishes to elect the option provided for in this subparagraph must request in writing and transmit it to the Business Office on or before August 1st preceding the school year.

- 3) If a scheduled payday falls on a day when school is not scheduled to be in session, the paychecks will be available by noon on the last day school is in session prior to scheduled payday. Paychecks will be dated for the scheduled payday and cannot be tendered until that date. If the scheduled payday is a banking holiday, the paychecks will be dated the closest day prior to the scheduled payday. The Wyoming County Bank will be used to establish the banking calendar.
- 4) Each 12-month member's annual salary will be distributed over a 12-month period payable in 26 equal installments.
- 5) Each member will utilize direct deposit for payroll purposes.

B. COMPENSATION

Each administrator (J. Spink and K. Bissell) will receive \$2,000 on their base salary, and a one time \$2000 increase for the 2005-06 school year. They (J. Spink and K. Bissell) will receive a 3.5% salary increase for the 2006-07 school year. All administrators will receive the following increases for the specified school years: 7/1/07 3.75% and 7/1/08 3.75%. New administrators hired for the 2006-07 school year will receive \$1000 on January 1, 2007. (K. Bissell and J. Spink are not eligible for this incentive.)

COMMITTEE WORK: Each year, administrators will serve on a minimum of four District or building committees selected from the following list. Administrators will also notify the Superintendent in writing by September 30 of each school year their choice of committees to be served.

School to Work	Compact Team Building
Compact Team, District	Technology Team Building
Technology Team, District	Band Boosters
Parent Teacher Group	United Way
Business Council	Chorus Boosters
Drug/Alcohol Committee	Public Relations Committee
Department Chair Meetings	AD HOC Committees
Professional Growth	

EVALUATIONS: All evaluations of teaching staff, aides, and non-teaching staff will be completed by June 30 of each year. Such evaluations will be done in accordance with the existing contracts throughout the District, unless otherwise determined by the Superintendent and the Building Principal.

The Homeless Coordinator and the Sexual Harassment Coordinator: Effective July 1 2006, each coordinator will receive \$350 for the school year.

The administrator assigned to be the Principal for Summer School shall receive a stipend of \$1000 effective July 1, 2006. \$100 will be added for the 2008 summer.

ARTICLE XIII – RETIREMENT

- A. Administrators may accumulate up to 220 days sick leave for which they will be paid \$40.00 a day at age 55 or over. This sum is to be applied only for payment for Health Insurance.
- B. All employees hired prior to September 1, 1986 who accumulate 345 sick days and retire at or beyond the age of 55 will have Health Insurance paid by the District for life. All 12-month employees hired on or after September 1, 1986 must accrue 400 sick days at or beyond the age of 55 in order to be eligible for lifetime Health Insurance paid for by the District. Staff members covered by this Agreement hired after July 1, 1992 will not have the above mentioned benefit (lifetime Health Insurance paid for by the District) available to them.
- C. In the event of the death of an Association Member, the surviving spouse will be allowed to remain with the District Health Insurance and allowed to use up monies credited to such as a result of the \$40.00 per day of unused sick leave. In the event of a member having obtained the Health Insurance for life, the surviving spouse will be entitled to the benefit for a period not to exceed ten (10) years. In the event that the surviving spouse remarries, the benefit terminates.
- D. Any staff member covered by this Agreement who has service 15 years in the District and who is eligible for retirement under any New York State Teachers' Retirement Plan will receive a retirement incentive of \$10,000. The staff member will receive this incentive only if they retire in their first year of eligibility in the Teachers' Retirement System.

ARTICLE XIX – PERSONNEL RECORDS AND RETENTION

A. PERSONNEL RECORDS

- 1) The District will maintain a personnel file which shall contain copies of all filed information pertaining to a staff member.
- 2) Administrative considerations for the granting or denial of Tenure or dismissal shall be based upon the data maintained on file in the District. A member shall be entitled to review these files upon request, and the member may have an Association representative present during the review if so desired.
- 3) Administrative decisions relating to the denial of Tenure, dismissal, or District action of a formal disciplinary nature shall be based upon full considerations of "due process." The Superintendent must meet informally with the member prior to the scheduling of an inquiry. A record will be made of the inquiry and if warranted, the Superintendent of Schools shall request that a formal hearing be scheduled. The staff member will be entitled to representation at all levels in the process; moreover, the staff member will be entitled to confront all witnesses and entitled to review all documents and data. A transcript will be made of all hearings and the staff member shall be entitled to a copy of the transcript.

- 4) Recommendations formulated as a result of the hearings will be forwarded to the members of the Board of Education for appropriate action and consideration. The members of the Board of Education will be provided with the transcripts of the hearing.
- 5) Before any material other than routine non-evaluative material is added to the staff member's files, the staff member will be given a copy of the material and will acknowledge in writing that he/she has received it by signing the file copy thereof. The staff member will have the right to submit a written answer to such material to be attached thereto to the file.

B. RETENTION

- 1) It shall be the policy of the District to help every staff member new to the District to get a good start on a successful administrative experience. This assistance shall result in planned program with the staff member. Each staff member is expected to make use of the assistance provided.
- 2) The Superintendent shall provide information on instructional meetings, workshops, and in-service opportunities.
- 3) Materials will be made available for staff member reference. Probationary staff members will be introduced to these materials and encouraged to use them.
- 4) Recommendations for the denial of tenure or dismissal will be based upon the evaluations and appropriate data maintained on file in the District. Recommendations for dismissal are subject to "due process" requirements as specified.
- 5) At such time as a recommendation has been prepared for Board of Education action pertaining to the denial of tenure or dismissal, the staff member shall be notified of such action at least 60 days before the end of the school year.
- 6) If no notification is given as stipulated above, the staff member will be provided with an additional 90 school days of employment for additional evaluation and supervision.
- 7) Tenure may be granted in accordance with the appropriate section of the New York State Education Law.

ARTICLE XV – COMMUNICATIONS

- A. The ACAA shall be permitted the use of school buildings, facilities, and equipment during the school year as in the past provided that such use does not occur during the regular school day, does not interfere with school maintenance progress, and the Association fills out the required request forms. Any cost accruing to the School District for machine use and/or materials must be borne by the Association.
- B. This Article shall not take away or diminish those rights established in Article XI – Grievance Procedure.

ARTICLE XVI – SENIORITY, REDUCTION IN FORCE, RECALL

A. SENIORITY

- 1) For the purpose of this contract, the seniority date for each staff member shall be established as beginning with his/her most recent date of hire as a member of the bargaining unit.
- 2) In the event that the choice is between two or more staff members who have the same most recent date of hire as a member of the bargaining unit, seniority shall be established as beginning with the date of his/her letter of application at the time of his/her most recent date of hire.

B. LAYOFF AND RECALL

- 1) In the event that a reduction in the number of positions in a tenure area becomes necessary, staff members in such tenure areas will be laid off in a reverse order of seniority.
- 2) Such staff members shall be placed on a recall list and recalled to any position for which they are legally qualified in the order of seniority with the staff members with the greatest seniority being recalled first.
- 3) In the event of a layoff, the District shall provide the fringe benefits provided in this contract to the laid off staff member for a period of six (6) months.
- 4) All staff members on a layoff will be considered on temporary layoff and such periods of layoff shall not constitute a break in service for purposes of salary schedule placement, leave, insurance, seniority, and/or other benefits.

ARTICLE XVII – PARENTAL LEAVES

A. MATERNITY LEAVE

- 1) Maternity Leave is defined as a leave of absence granted to a staff member during the period she is incapable of performing duties due to a pregnancy.
- 2) A staff member who is pregnant shall give written notice thereof to the Superintendent as soon as practicable after she becomes aware of her pregnancy. Such notice shall be accompanied by a statement from her attending physician, which states the anticipated date of delivery. The School District may require a verification of the staff member's ability to perform her duties from her physician at any time during the pregnancy.
- 3) The maternity leave shall begin when the staff member has become physically incapable of performing her duties. Maternity Leave will end when the staff member's condition, as

verified by a statement from her physician, is such that she is able to perform her duties.

- 4) If the staff member begins a Child-Rearing Leave prior to the time when a Maternity Leave is available, she shall not be eligible for a Maternity Leave.
- 5) If the staff member returns to work from a Maternity Leave as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position or, if that position is not available, a comparable position for which she is qualified.
- 6) At any time during the pregnancy or before a staff member returns to work following a leave granted under the provisions of this article, the staff member may be examined by a physician representing the District.
- 7) Pregnancy-related physical disabilities will be treated the same as any other physical disability or illness.
- 8) Sick Leave may be utilized during Maternity Leave. A staff member shall be paid full salary and benefits to the full extent of the staff member's accumulated sick leave. Upon the expiration of sick leave credit, the staff member will be on Maternity Leave without pay.
- 9) In order to maintain the continuity of instruction and, if mutually agreed upon by both parties, the Maternity Leave may begin at a time other than that stipulated herein.

B. CHILD-REARING LEAVE

- 1) Child-rearing Leave is defined as a leave of absence without pay granted to a staff member after she has become pregnant for the purpose of preparing for her child and/or caring for the child after birth. Child-Rearing Leave is also defined as caring for a natural born or adoptive child by either parent.
- 2) Not later than the sixtieth (60th) consecutive day prior to the date he/she desires to begin leave, he/she shall give written notice to the Superintendent stating the time he/she would like to begin such leave and the time he/she would desire to return. In the case of a pregnant staff member, such notice should be accompanied by a statement from her attending physician which states that the staff member's condition is not expected to interfere with full performance of her duties until the leave commences. In all cases of pregnancy, the District may require a verification of the staff member's ability to perform her duties from her physician at any time during said pregnancy. Such 60 day requirement will be waived in the case of an adoption where the staff member's adoptee is placed in the home precluding such notice. In such instance, the leave may begin at the time the child is placed in the home provided that the staff member has been keeping the District apprised of the situation.
- 3) A staff member on Child-Rearing Leave shall have up to three (3) semesters following the birth or adoption of a child as the staff member has requested in the advance notice.
- 4) If the staff member takes a leave for child-rearing purposes, he/she will be entitled to return

to any vacant position for which he/she is fully qualified.

- 5) At any time during the pregnancy or before a staff member returns to work following a leave granted pursuant to this section, the staff member may be examined by a physician representing the School District.
- 6) No salary benefits or fringe benefits may accrue or be utilized by a staff member on a Child-Rearing Leave, nor may sick leave days be utilized during such leave period.

ARTICLE XVIII – VACATIONS

- A. All 12-month administrators shall be granted 25 vacation days each work year exclusive of weekends or national holidays. Such vacation days shall be in addition to the following days plus any days that the offices are declared closed by the Superintendent.

Independence Day	Christmas Day*
Labor Day	Day after Christmas
Columbus Day	Day before New Year's*
Veteran's Day	New Year's Day
Day before Thanksgiving	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day

*If Christmas and New Year's Day occur on a Saturday or Sunday, the Monday following would be an observed holiday if school is not in session.

- B. All 10-month administrators shall have leave without loss of salary for the same legal holidays and vacation days as granted to members of the teaching staff.
- C. For all 12-month administrators covered by this Agreement, five (5) days of vacation may be carried over to the next year with approval of the Board of Education.
- D. All buildings will be covered by an ACAA member should an administrator take vacation during school.

ARTICLE XIX – VACANCIES

- A. The Board shall give written notice to each member of the ACAA of any vacancy which occurs in any existing administrative or supervisory position or which occurs as the result of the creation or modification of a new or existing administrative or supervisory position. Such notice shall contain:
- 1) A description of the position to be filled.
 - 2) Qualifications for the position.

- 3) Appropriate salary range.
 - 4) Procedure for application.
- B. Notice shall be deemed sufficient if mailed to the mailing address of the member on file with the Board.

ARTICLE XX – LIFE INSURANCE

- A. The District will furnish all Association Members a \$50,000 Term Life Insurance Policy to run from July 1 to June 30 of each year of the agreement.
- B. The District will be indemnified, for the life of this contract, to an amount equal to the rates in effect on the day this contract is signed and any increase in premium caused by a rate increase by the company will be picked up by the employee with the exception that an employee moving from one age group to another will not be considered a rate increase and will therefore be paid for by the District.

ARTICLE XXI – MISCELLANEOUS

- A. The Board shall make its best efforts to continue the Assistant Principals in the High School and the Middle School at least at the present level for the duration of this Agreement.
- B. The Board shall indemnify and hold harmless every member with respect to any claim against such member for personal injuries or damages of any sort (including negligence, assault, slander, libel, invasion of privacy, and violation of constitutional rights) involving the performance of his/her duties.
- C. No staff member shall be required to use his/her personal vehicle for school business.
- D. Staff members who are requested and authorized to use their own vehicles for school-related travel shall be reimbursed at the rate of IRS approved rate per mile.
- E. The District shall deduct from the salaries of its staff members an amount individually and voluntarily authorized for the purpose of participating in a tax sheltered annuity program of the staff member's choosing from the current carriers authorized by the District and transmit such monies to the designated carrier.
- F. The District shall deduct from the salaries of its staff members covered by the Agreement an amount individually and voluntarily authorized for loan payments to the retirement system and forward such payments to the retirement system in accordance with the existing policies.
- G. The District shall continue membership in the Social Security Plan until such time that the parties agree to an alternative plan.

- H. On days when students are not in attendance and the cafeteria is not in operation, staff members will be excused from duty, for a period of time not to exceed 60 minutes, in order to leave the premises and obtain a prepared meal.

ARTICLE XXII – LEGISLATIVE ENACTMENT

It is hereby agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIII – DURATION

The term of this Agreement shall be from July 1, 2005 through June 30, 2009.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the 1 day of March, 2007.

BOARD OF EDUCATION
ATTICA CENTRAL SCHOOL DISTRICT

By: _____

Superintendent of Schools

3/1/07

Date

ATTICA CENTRAL ADMINISTRATORS' ASSOCIATION

By: _____

President

3/1/07

Date