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AGREEMENT

BETWEEN

THE ONEONTA CITY SCHOOL DISTRICT

AND

THE ONEONTA PRINCIPALS' ASSOCIATION

JULY 1, 2008 - JUNE 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 02 2009

ADMINISTRATION

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PREAMBLE

In order to implement the provision of the New York State Public Employees Fair Employment (the Taylor Law) and to encourage and increase the effective and harmonious working relationship between the Board of Education of the Oneonta City School district (hereinafter called "Board") and its principals, represented by the Oneonta Principals' Association ESSAA (hereinafter called "Association"), the Chief Executive of the Board (hereinafter called "Superintendent" and the principals enter into this agreement.

The Board of Education and the Principals' Association agree to the commitment of non-discrimination in respect to race, religion, sex, age, national origin, handicap, and any other human difference. The Association also agrees that it shall adhere to this policy in all matters concerning students, the public, educational programs and also agrees that it will not discriminate against any individual who pursues his/her legal rights under the New York State Taylor Law.

ARTICLE I RECOGNITION

The Oneonta Principals' Association is recognized by the Board of Education as the exclusive bargaining representative for all principals and associate principals (hereinafter called "Administrators") within the Oneonta City School District with respect to salaries, wages, hours and other terms and conditions of employment, as well as in the administration of grievance arising there under.

ARTICLE II REQUIREMENT PER TAYLOR LAW

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

ARTICLE III SAVINGS CLAUSE

If any provision of this agreement is or at any time shall be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this agreement will continue in effect.

ARTICLE IV DUES DEDUCTION

The District will provide dues deduction for fees to such professional organizations as each administrator shall designate and authorize.

ARTICLE V
GRIEVANCE PROCEDURE

A. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the Board and the Administrators, it is hereby declared to be the purpose of this Article to provide for settlement of differences promptly and fairly through procedures under which Administrators may present grievances free from coercion, interference, restraint, discrimination or reprisal.

B. Definitions

1. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application or any misinterpretation or any misapplication of District rules, regulations or policies.
2. "Grievant" means the party named as the aggrieved; this can be the Association.
3. "Party-in-Interest" means any party named in a grievance who is not the aggrieved party, including the Association.
4. "Hearing Officer" means any individual or board charged with the duty of rendering decisions on any stage of the grievance procedure.

C. Procedure

Step 1: Superintendent--Informal

The grievance shall be filed in writing with the Superintendent and an informal meeting shall be scheduled. If an Administrator is not able to settle a grievance after talking it over with the Superintendent, either directly or through an Association representative, he/she shall file a formal written grievance to the Superintendent. The request for the informal meeting with the Superintendent must be within thirty school days of when the grievant knows or should have known of the grievance. The Superintendent shall confer with all parties-in-interest, but in arriving at his/her decision shall not consider any material or statement offered by or on behalf of any such party-in-interest with whom consultation has been had without the aggrieved party or his/her representative present. If the Administrator submits the grievance through a representative, the Administrator may be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

C. Procedure (continued)

Step 2: Superintendent--Formal

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within fifteen (15) school days of the meeting at Step 1. Within ten (10) school days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved part, or any party-in-interest, give his/her decision and reasoning.

Step 3: Board

- a. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within fifteen (15) school days after the Superintendent has given his decision.
- b. Within ten (10) school days after the receipt of an appeal, the Board or subcommittee of the Board shall hold a hearing on the grievance. The hearing shall be in executive session unless the grievant requests that it be open.
- c. The Board or subcommittee of the Board shall give its decision in writing, with reasoning, within five (5) school days after the conclusion of the hearing.

Step 4: Arbitration

- a. Within thirty (30) days of receiving the decision of the Board, The Association may decide, by written notice to the Board, to take the grievance to arbitration pursuant to the Rules of Procedure of the Public Employment Relations Board.
- b. The hearing shall start within fourteen (14) days of the designation of the arbitrator.
- c. If there is a dispute over arbitrability this shall be the threshold question decided by the arbitrator.
- 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.
- e. The decision of the arbitrator shall be advisory only.
- f. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

D. Guidelines

1. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all non-privileged material and relevant documents, communications and records at the request of the other party.
2. The grievant may call witnesses on his/her own behalf and the Board will make such witnesses who are in the employ of the Board available.
3. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party-in-interest, any representative or other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.
4. The Superintendent shall be responsible for accumulating and maintaining on each grievance the grievance file, which shall consist of any written communications relevant to the grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant, nor shall there be any allusion to the grievance in the grievant's personnel file. This file shall be available for copying by the grievant, the Association or the Board, but it shall not be deemed a public document.
5. Nothing in this procedure shall be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement. The Association shall be given the opportunity to be present at such adjustment and to state its views on the grievance before the adjustment becomes final. Any grievance that is adjusted without formal determination pursuant to the procedure shall not create a precedent binding on either of the parties to this agreement.
6. The existence of this procedure shall not be deemed to require any Administrator to pursue the remedies here provided, except as may be required by law, and shall not, in any manner, impair or limit the right of the Administrator to pursue any other legal or appropriate remedies.
7. The grievant may choose whomever he/she wishes to represent him/her at any step, except the representative may not be an official of a competing employee organization.

D. Guidelines (continued)

8. Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as "outside limits," and shall, in general, be extended only by mutual agreement.
9. Failure at any step to communicate a decision to the grievant and the Association within the time limit shall permit the lodging of any appeal at the next step of the procedure.

ARTICLE VI
PROTECTION OF PROFESSIONAL REPUTATION

1. Each tenured administrator shall be evaluated at least annually.
2. Each non-tenured administrator shall be evaluated at least once each semester.
3. Evaluations pursuant to this section shall be conducted by Superintendent only.
4. Either the Superintendent or the administrator may initiate an evaluation.
5. Post evaluation conferences shall be held at the request of the Superintendent or the administrator prior to the evaluation being placed on file.
6. Each administrator shall be asked to sign his/her evaluation. The administrator's signature on the evaluation form shall only indicate that he/she has received a copy of the evaluation and does not in any way indicate his/her agreement or disagreement with the content of the evaluation.
7. Complaints by staff members, by parents of students, by students, community organizations or other interested parties, which are directed towards an Administrator shall be called to the Administrator's attention as soon as practicable, and if an answer is called for, the Administrator shall have the opportunity to reply.
8. Before a formal charge is made against an Administrator that he/she is not carrying out his/her professional obligations, the Administrator and the Association shall be apprised of the situation. If requested by the Administrator, an opportunity will be afforded to develop a solution satisfactory to all parties.
9. No material derogatory of an Administrator shall be placed in his/her file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with express understanding that such signature in no way indicates agreement with the contents of the material. The Administrator will also have the right to submit a written answer to the material.
10. An Administrator shall have the right, upon request, to review the contents of his/her personnel file (with the exception of pre-employment information), and to make copies of any documents in it. An administrator shall be entitled to have a representative of the Association accompany him/her during the review.

ARTICLE VII LEAVE BENEFITS

A. Sick Leave

Sick leave in the amount of 17 days per year will be granted and may be accumulated per article XIII for retirement purposes. Sick days used are not deducted from accumulated days to the extent they are over the maximum.

B. Sick Leave Bank

During the 1982-83 school year the District and the Administrators established a sick leave bank with each group providing sixty (60) days towards the bank. Ten (10) days were deducted from each Administrator's previously accumulated sick leave to reach their contribution of sixty (60) days. This established a total of 120 days in a sick bank to be effective July 1, 1982. Effective in 1984, the Administrators will contribute four (4) days per year into the Bank and the District shall no longer be required to contribute days; at no time shall the number of days in the Bank exceed 215.

ARTICLE VIII SHORT TERM LEAVES OF ABSENCE

- A. Each Administrator will be entitled to four (4) days leave with pay; unused days shall be added to accumulated unused sick leave to the limit as specified. Notification will be given to the Superintendent at least one day prior to the absence. Reasons need not be stated.

Any use of such leave with less than 24 hours notice or which would extend a vacation or holiday period will require that the reason for the request be submitted in writing by the Administrator subject to approval of the Superintendent.

- B. Association delegates or representatives will be granted leave with pay to attend ESSAA conventions.
- C. Each Administrator shall be granted leave with pay not exceeding five (5) school days at any one time in the event of death or serious illness of immediate family members requiring bedside or household attention by the Administrator. Absences for these reasons, in excess of fifteen (15) days in a given school year may be deducted from sick leave; immediate family shall mean: illness-spouse, child, parent or individual residing in the employee's household; Death-spouse, child, parent, sibling, grandparent or individual residing in the employee's household.
- D. An Administrator will be granted leave when necessary for appearances in any legal proceeding connected with the Administrator's employment or with the school system, or for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. An Administrator taking such leave shall reimburse the School District in the amount of any fees received as a juror or witness.

ARTICLE IX
EXTENDED LEAVES OF ABSENCE

- A. An Administrator shall be required to notify the District of any physical condition or disability that may affect his/her ability to perform normal duties.

Insofar as possible unit members shall notify the District of the intent to take a Child Bearing (including Paternity) or Child Rearing Leave ninety (90) days prior to the commencement of the leave. In no case shall a unit member notify the District less than thirty (30) days prior to the commencement date of the leave; in the case of Adoption or a Medical Emergency as much notice as is possible shall be provided.

The District may condition return to employment upon receipt of the express, written approval from a unit member's physician that the unit member is able to perform his/her normal duties.

- B. Long Term Leaves. Administrators are eligible for a Child Rearing Leave of up to one (1) full year (additional time may be provided so that the leave will end at the beginning of a semester or school year).

1. Leaves must terminate at a semester break or at the beginning of the school year; exception shall be at the discretion of the Superintendent.
2. Administrators intending to return at a semester break shall give at least sixty (60) days notice or, if the return is to be at the beginning of the school year, notice must be given no later than May 15 of the year preceding.

- C. Short Term Leaves. An Administrator may elect to take a short term child rearing leave not to exceed ten (10) weeks; any exception as to length shall be at the discretion of the Superintendent.

1. Administrators on such short term leave may return at any time during the ten (10) week period.
2. Administrators on short term child rearing leave who cannot return to active duty for the final four (4) weeks of a school year may not return until after the end of the school year; except with the consent of the Superintendent.
3. Administrators retain the right to convert, by written notice to the Superintendent, a short term leave to a long term leave.

- D. Prior to returning from either a long or short term leave, the Administrator may be requested to submit a written certification for a physician verifying ability to perform normal duties.

- E. Any tenured Administrator whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years.

Extended Leaves of Absence (continued)

- F. All benefits to which an Administrator was entitled at the time of his/her leave of absence as described in items A-E above, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position which he/she held at the time said leave commenced.
- G. All requests or renewals of leaves will be applied for and responded to in writing.
- H. An Administrator on leave of absence for a school year or more shall be informed by the Superintendent prior to the commencement of said leave that should the Principal wish to return to District employ, he/she must notify the District in writing by letter postmarked no later than May 15 if he/she wishes to return at the beginning of the school year, and sixty (60) days prior to a semester break if he/she desires to return at that time.

Administrators on military leave of absence shall not be subject to these provisions until the date of separation from active military service.

ARTICLE X INSURANCE

A. Health Insurance

- a. Members of the OPA will increase their share of health insurance premiums by 1% (from 6% to 7%) for both family and individual coverage.
- b. The District may change plans, provided said new plan provides equal or greater benefits, past practices are continued and said plans are accepted at Fox Hospital and Bassett Hospital.
- c. Effective immediately the prescription co-pay shall be twenty dollars (\$20) for brand name prescriptions, five dollars (\$5) for generic prescriptions, and \$0 for generic mail order prescriptions and forty (\$40) for brand name mail order prescriptions (as determined by the prescription provider).
- d. Major Medical Deductibles. Effective July 1, 1992, the deductibles will be one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family.

Health Insurance (continued)

e. Health Insurance Option

The District shall pay seven hundred and fifty dollars (\$750) annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the Health Insurance Plan or for those employees eligible for family coverage who change from family to individual coverage. Employees eligible for the family coverage and electing not to participate in any plan shall be paid one thousand-two-hundred and fifty dollars (\$1,250) each.

1. Notification by the employee for using this option must be submitted in writing to the Superintendent of Schools. The exercise of this option will be governed by the rules of the carriers.
 2. Employees who elect not to participate in the Health Insurance Plan must present proof of alternative insurance coverage to the Superintendent of Schools each year.
 3. Upon written notice to the Superintendent of Schools, the employee may reenter or enter for the first time, without penalty, delay or restriction, the Health Insurance Plan within the rules of the carrier.
 4. The exercise of this option will be governed by the rules of the carrier and any employee who requests to use this option which would jeopardize the health insurance program will be denied in reverse date order of said requests.
- f. The District will continue the family service security benefit for any qualifying active employee electing Blue Cross/Blue Shield coverage as previously provided by CIGNA.
- g. Employees electing the base health insurance plan will be provided vision insurance at the same contribution level as the base health insurance plan.

B. Liability Insurance

Each administrator shall receive such liability insurance coverage as is provided to any other professional employee in the District. In addition, each Administrator shall receive such protection as may be provided for in New York State Education Law.

C. Retirement Health Insurance Benefits

1. Bargaining unit members with ten (10) or more years of service in Oneonta public school system, shall be eligible to maintain the District sponsored health plan at an employer contribution rate of one-hundred percent (100%) for individual or an employer contribution rate of sixty percent (60%) for family coverage. Bargaining unit members hired subsequent to July 1, 2005, shall have an eligibility requirement of fifteen (15) years or more of service in Oneonta public school system.
2. Upon the death of the retiree, survivorship benefits shall be extended to the unit member's spouse. The surviving spouse shall have the option to continue participation in the District's health insurance program, provided however that the

spouse shall be required to pay the full cost of the premium for the coverage selected.

3. Employees who shall retire during the term of this agreement shall retain the same health benefits, co-pays and deductibles as active employees with the exception of the contribution towards the premiums referenced to in article C1 above.
4. Unit members employed prior to January 1, 1980 shall maintain the same Board contribution rate upon retirement as all pre-1980 retirees. Those employee's benefits upon retirement shall be the same.
5. Any employee attaining coverage under this provision shall have coverage continue beyond age 65.

D. Dental Insurance

The District will pay one hundred percent (100%) of each employee's individual dental insurance premium. If an employee chooses the family dental plan, the District will pay the amount of the individual dental insurance premium toward the cost of the family plan, and the employee will pay the remainder of the premium through payroll deductions in equal payments.

E. Life Insurance

The District provides \$5,000 life insurance coverage and \$5,000 accidental death and dismemberment coverage.

ARTICLE XI WORK YEAR

All Administrators shall be deemed full time, 12-month employees entitled to all legal school holidays established by the Board of Education's school calendar. The length of the work year of each Administrator shall reflect current practice.

The Middle and Senior High principals' work year shall be 217 days and the Associate High School principal and Elementary principals shall be 207 days. The time off schedule for each Administrator shall be mutually agreed upon between the Superintendent and the individual Administrator in advance so as to allow an adequate amount of time to plan and schedule time off. Two days will be used for Professional Development as approved by the Superintendent.

ARTICLE XII RETIREMENT INCENTIVE PLAN

Members of the Oneonta Principal's Association bargaining unit in the first, second or third year of eligibility for a pension from the New York State Teachers' Retirement System prior to September 1 of each year shall be eligible for a retirement incentive under the following conditions:

The parties agree that any unit member who does not retire within either the first, second

or third year of eligibility without penalty will forfeit any claim to this section or benefit. Specifically and to insure there will be no misunderstanding at a later date, any person that does not take advantage of this benefit within the three years set forth above, shall waive all rights to this benefit thereafter.

Members of the Oneonta Principals' Association bargaining unit must have been employed within this School District for a minimum of ten (10) years.

Specifically, the Administrative member shall provide the Board with written notice of intent to retire, no later than May 1 of the year the retirement decision is to take effect.

Any member of the unit who exercises his/her rights under this clause by May 1 shall receive:

- 1) Twenty-thousand dollars (\$20,000) for retiring in the first year of eligibility; or
- 2) Seventeen-thousand dollars (\$17,000) for retiring in the second or third year of eligibility.

This retirement incentive will be placed as an Employer Non-Elective Contribution in a 403(b) account of the member's choice from the District's list of approved providers.

ARTICLE XIII UNUSED SICK DAYS

Each accumulated unused sick day shall be paid at the following rates for those unit members at the start of this contract:

Employees bank of unused sick days will be increased from 345 days to 365 days. Beginning with the 2nd year of the agreement, the per diem reimbursement rate will increase by \$5.00 to \$115.00.

The lump sum value for the days will be placed as an Employer Non-Elective Contribution in a 403(b) account of the member's choice from the District's list of approved providers.

ARTICLE XIV PROFESSIONAL CONFERENCE ATTENDANCE

The District shall pay reasonable expenses (including meals, lodging, transportation, registration and other fees) incurred by Administrators attending workshops, seminars, conferences and other professional improvement sessions, subject to the prior approval of the Superintendent of Schools.

ARTICLE XV PROFESSIONAL DEVELOPMENT

The School District agrees to reimburse members of the OPA for the tuition costs of all college level (and beyond) courses providing the member first receives the approval of the Superintendent.

ARTICLE XVI
NEGOTIATIONS PROCEDURES

No later than the final week of March of the year of the expiration of this contract the parties will enter into negotiations leading to a renegotiated contract. This timetable may be delayed by mutual agreement of both parties. The parties agree to simultaneously exchange proposals prior to the first formal negotiation session.

ARTICLE XVII
SALARY

2008-2009	4.1% increase on base salary
2009-2010	4.1% increase on base salary
2010-2011	4.1% increase on base salary
2011-2012	4.1% increase on base salary

Each unit member shall receive the sum of \$1,000 to be added in the 403-b account. This amount shall be paid annually for each year of the agreement.

ARTICLE XVIII
DURATION

The duration of the agreement will be for four (4) years beginning on July 1, 2008 and ending June 30, 2012.

BOARD OF EDUCATION OF THE
ONEONTA CITY SCHOOL DISTRICT

Dated: 2/4/09

By Michael P. Shea
Superintendent

Dated: 2/4/09

By [Signature]
Oneonta Principals' Association

MEMORANDUM
OF
AGREEMENT

ONEONTA PRINCIPAL'S ASSOCIATION ("OPA")
AND THE
ONEONTA CITY SCHOOL DISTRICT ("SCHOOL DISTRICT")

WHEREAS, the above referenced parties have met for the purpose of negotiating a successor collective bargaining agreement to the agreement which expired on June 30, 2008; and

WHEREAS, representatives of the OPA and the School District have agreed to a new agreement pending ratification and approval by the entire membership of the OPA and the Board of Education of Oneonta City School District; and

WHEREAS, the parties and their representatives have prepared and executed this Memorandum of Agreement which reflects all changes, amendments and additions to the successor collective bargaining agreement ; **NOW, THEREFORE**,

IT IS AGREED AS FOLLOWS:

- 1) **Appendix "A". Salary**
The parties agree that each OPA member will receive a 4.1% salary increase for each year of the agreement. This provision shall be retroactive to July 1, 2008.
- 2) **Appendix "A". 403-B Contribution**
Each unit member shall receive the sum of \$1,000 to be added in the 403-b account. This amount shall be paid annually for each year of the agreement.
- 3) **Article X. Retiree's Health Insurance Benefit**
The parties agree to amend, delete or clarify the contractual language in this Article to read that retirees shall enjoy the same level of health insurance benefit that active OPA employees enjoy in perpetuity.
- 4) **Article X. Insurance**
Members of the OPA will increase their share of health insurance premiums by 1% (from 6% to 7%).
- 5) **Article X(c). Retirement Insurance**
The School District's share of the premiums for family health insurance coverage for retirees shall increase from 50% to 60%.
- 6) **Article XIII. Unused Sick Days**
Employees bank of unused sick days will be increased from 345 days to 365 days. Beginning with the 2nd year of the agreement, the per diem reimbursement rate

will increase by \$5.00 to \$115.00.

7) **Article XV. Professional Development**

The School District agrees to reimburse members of the OPA for the tuition costs of all college level (and beyond) courses providing the member first receives the approval of the Superintendent.

8) **Article XVI. Negotiation Procedure**

The parties agree to simultaneously exchange proposals prior to the first formal negotiation session.

9) **Article XVII Duration**

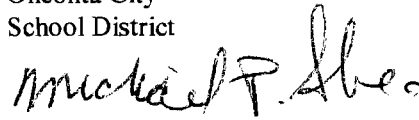
The duration of the agreement will be for four (4) years beginning on July 1, 2008 and ending June 30, 2012.

10) The above constitutes the entire written agreement between the parties.

Agreed
and
Dated:

10/16/08

For the
Oneonta City
School District

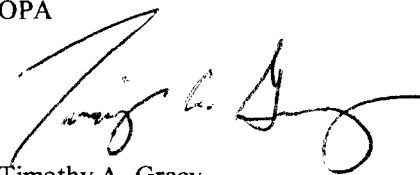


Michael Shea,
Superintendent

Agreed
and
Dated:

10/16/08

For the
OPA



Timothy A. Gracy,
President, O.P.A.

