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#### **Contract Database Metadata Elements**

Title: **Springville-Griffith Institute Central School District and Griffith Institute Administrators/Supervisors Association (2005)**

Employer Name: **Springville-Griffith Institute Central School District**

Union: **Griffith Institute Administrators/Supervisors Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/07**

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# SPRINGVILLE-GRIFFITH INSTITUTE CENTRAL SCHOOL DISTRICT

Enabling Each Student to Succeed

307 Newman Street • Springville, New York 14141-1599 • FAX (716) 592-8469

Brenda S. Peters, Ed.D.  
Superintendent of Schools  
716-592-3230  
[bpeters@springvillegi.wnyric.org](mailto:bpeters@springvillegi.wnyric.org)

cc DK  
DB  
JG - [unclear]  
06/07  
6

To: Board of Education  
From: Dr. Brenda Peters  
Superintendent of Schools  
Date: June 7, 2005  
Re: GIASA Agreement

The District and the Administrators have reached an agreement with reference to the terms of the new contract for GIASA, which will commence July 1, 2005 and run through June 30, 2007. The terms are pursuant to negotiations that took place between the District and Association bargaining teams. Association members ratified the tentative agreement on June 6, 2005.

I recommend the following resolution be adopted, to wit:

**BE IT HEREBY RESOLVED** that the Board of Education of the Springville-Griffith Institute Central School District, upon the recommendation of the Superintendent of Schools, at the regularly scheduled meeting of June 7, 2005, hereby approves, to the extent required by law, the Agreement between the Springville-Griffith Institute Central School District and the Griffith Institute Administrators/Supervisors Association dated June 7, 2005 and the attached Appendixes, and

**IT IS FURTHER RESOLVED** that the District prepare all adjustments to the existing contract and does hereby direct the Superintendent on behalf of the District to execute said agreement in accordance with the terms and conditions of the agreement and applicable law.

**RECEIVED**

DEC 19 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

This Agreement is made and entered into between the Springville-Griffith Institute Central School District (hereinafter called "District") and the Griffith Institute Administrators/ Supervisors Association (hereinafter called "Association").

## ARTICLE 1. GENERAL PROVISIONS

### Section 1.1 Recognition and Term

- 1.11 The District recognizes the Association as the exclusive collective negotiations representative of employees in the following negotiating unit:

All administrative assistants, assistant building principals, building principals, directors, and the supervisor of transportation; excluding assistant superintendents, the school business administrator, and all other employees of the District.

Such recognition shall continue for the maximum period permitted by law. If the District creates a new administrative and/or supervisory position, it shall promptly give notice thereof to the Association. The parties shall then meet to resolve whether the new position shall be included in the negotiating unit. If no resolution is reached within thirty (30) days of the day when the notice was given, either party may petition the Public Employment Relations Board to resolve the matter.

- 1.12 The term of this Agreement begins at 12:01 a.m. on July 1, 2005 and ends at midnight on June 30, 2007.
- 1.13 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means except by a written and dated amendment to this Agreement signed by each party.
- 1.14 Except as provided in paragraph 1.15 of this Agreement, the District and the Association each waive any and all rights to insist on collective negotiations of any matter whether or not covered by this Agreement.
- 1.15 If either party desires to negotiate a successor to this Agreement, it shall serve written notice thereof on the other party not later than March 1st of the final school year of this Agreement. If such notice is not given, this Agreement shall continue according to its term for one additional fiscal year of the District. If such notice is given, each party shall then forward to the other party its proposals for amendment of this Agreement not later than April 1st of the final school year of this Agreement. All proposals submitted pursuant to this paragraph shall be in the form of specific additions to, deletions from, or changes in the language of this Agreement. The first negotiation meeting shall be held at a mutually agreeable date, time and place not later than April 15th of the final school year of this Agreement.

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- 1.16 Administrators/Supervisors shall participate directly in negotiations with other units of employees to the extent required by the Superintendent, but such participation shall not be used by the District either during the term of this Agreement or thereafter as a means of excluding any Administrator/Supervisor from collective negotiations rights under Article 14 of the Civil Service Law.

**Section 1.2 Definitions and Legal Effect**

- 1.21 Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:
- (a) "Board" means the District's Board of Education.
  - (b) "Superintendent" means the Superintendent of Schools of the District appointed by the Board or any other person designated by the Board as chief school officer on an acting basis.
  - (c) "Administrator/Supervisor" means a person who occupies on a permanent basis a position in the negotiating unit set forth in paragraph 1.11 of this Agreement.
  - (d) "Party" means the District or the Association.
  - (e) "Parties" means the District and the Association.
  - (f) "Agreement" means this Agreement, all appendices to this Agreement, and all amendments to this Agreement.
- 1.22 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- (a) A word used in the singular number applies also in the plural.
  - (b) A word used in the masculine gender applies also in the feminine.
  - (c) This Agreement speaks as of the time it is being applied.
  - (d) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
  - (e) Each lettered appendix referred to in this Agreement (for example, "Appendix A") and each amendment to this Agreement is a part of this Agreement and is incorporated in this Agreement by reference.

- 1.23 If this Agreement requires a party to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.24 This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter, which is a proper subject of collective negotiations.
- 1.25 All policies of the District, including its rules and regulations, which are inconsistent with the provisions of this Agreement, shall be amended to the extent necessary to give effect to the provisions of this Agreement.

## **ARTICLE 2. GRIEVANCES**

### **Section 2.1 General Provisions**

- 2.11 A "grievance" is a claim that a provision or provisions of this Agreement have been violated or have been inequitably applied.
- 2.12 In computing time limits provided in this Article 2, Saturdays, Sundays and legal holidays shall be excluded.
- 2.13 The time limits set forth in this Article 2 must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension shall not be withheld unreasonably by either party.
- 2.14 Before submitting a formal grievance as permitted by paragraph 2.21 of this Agreement, an Administrator/Supervisor must discuss the matter informally with the Superintendent not later than the tenth consecutive day after the Administrator/Supervisor knew or should have known of the act or condition on which the grievance is based.

### **Section 2.2 Grievance Procedures**

- 2.21 Step One: Not earlier than the fifth consecutive day following the discussion required by paragraph 2.14 of this Agreement, an Administrator/Supervisor who believes himself aggrieved shall present his grievance to the Superintendent on the form provided in Appendix A. The Superintendent shall answer the grievance in writing not later than the fifth consecutive day after he received the grievance form.
- 2.22 Step Two: If the Administrator/Supervisor is not satisfied with the Superintendent's answer, he may appeal it to the Board by delivering to its President a written appeal which shall be accompanied by a copy of the grievance form and the Superintendent's answer. Not later than the twentieth consecutive day after the President received the appeal, the Board shall meet with the aggrieved Administrator/Supervisor and the

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Superintendent and such other persons as either of them or the Board feel may contribute to an understanding of the matter grieved. Not later than the tenth consecutive day following the conclusion of such meeting, the Board shall render a written decision on the grievance, a copy of which shall be given to the Administrator/Supervisor, the Superintendent, and the Association. If the aggrieved Administrator/Supervisor and the Association are not satisfied with the Board's answer, the Association has 15 days from the date the answer is received within which it may submit the grievance to arbitration.

### **Section 2.3 Arbitration**

2.31 To submit a grievance to arbitration, the Association must send a letter to the American Arbitration Association ("AAA") (with a copy to the Superintendent) which:

- (a) Requests arbitration of one specifically identified grievance, and
- (b) Requests the AAA to submit to each party a list of the names of fifteen arbitrators.

Each party, within fifteen days after receipt of its copy of the list, must return its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of fifteen names and the parties will follow the same procedure with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

2.32 The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator.

2.33 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge or restrict, the provisions expressed in this Agreement.

2.34 The decision of the arbitrator is final and binding on the parties and the Administrators/Supervisors.

2.35 One-half the fees and expenses of the arbitrator must be paid by each of the parties. All other expenses incident to the arbitration, including the compensation of witnesses, must be paid by the party which incurred them.

2.36 If either party desires a stenographic transcript of an arbitration hearing, it may cause such a transcript to be made at its own expense, provided it furnishes a copy of such transcript to the arbitrator and to the other party.

2.37 By submitting a grievance to arbitration, the Association and the aggrieved Administrator/Supervisor each waive any and all rights which either may have to pursue any other remedy respecting the subject matter of the grievance before any administrative

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agency, court or other tribunal of any kind.

## **ARTICLE 3. SALARIES, TERMS OF EMPLOYMENT, AND BENEFITS**

### **Section 3.1 Salaries**

- 3.11 The annual salary of an Administrator/Supervisor shall be set forth in an annual salary notice.
- 3.12 The annual salary rate of each Administrator/Supervisor shall be determined as follows:
- (1) The annual salary rate of an Administrator/Supervisor during the first school year that he works for the District shall be mutually agreed upon by him and the Superintendent, with the approval of the Board at the time of hire. Administrators will receive a three and one-half (3.5%) percent increase for each of the next two school years, 2005-2006 and 2006-2007.
  - (2) The annual salary rates for Administrators/Supervisors for 2005-2006 (to take effect as of July 1, 2005) and 2006-2007 (to take effect as of July 1, 2006) are set forth in Appendix B of this Agreement.

### **Section 3.2 Terms of Employment**

- 3.21 The term of employment of an Administrator/Supervisor on tenure or who is eligible therefor or who is in the competitive class of the Civil Service shall be governed by the applicable provisions of the New York State Education Law or Civil Service Law, whichever applies.
- 3.22 When an Administrator/Supervisor's position is abolished, his services shall not be terminated until the end of the sixtieth calendar day after the District gave him written notice of the Board's abolition action.

### **Section 3.3 Benefits**

- 3.31 An Administrator/Supervisor who has been assigned and authorized to drive his personal automobile as part of his regular duties or for attendance at out-of-District approved conferences or meetings will be reimbursed at the annual Board approved rate established at the annual reorganization meeting in July.
- 3.32 (1) For Administrators/Supervisors having an initial starting date prior to June 30, 1993, effective July 1, 2004 the District will pay 90% of the premiums for Traditional Blue New Language with Riders 8, 9, 21, 22, and Major Medical rider (\$100.00 deductible) and prescription drug rider (\$10.00 "co-pay" with contraceptives for both single and family plans, but the District may substitute

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comparable plans for the ones specified.

- (2) Notwithstanding any provision of this Contract apparently or actually to the contrary:
- (a) If a husband and wife are both employed by the District, the District shall be required to provide family coverage to whomever of the two is designated in writing signed by both of them, and
  - (b) With respect to such couples and also with respect to an employee who has chosen not to be covered by the District's plans and who is covered by a health insurance plan provided by the employer of the employee's spouse, if Blue Cross/Blue Shield would have paid a greater amount on a given claim if the non-covered spouse also had coverage under the District's plans, the District will pay the difference between what the health insurance plans actually paid and what Blue Cross/Blue Shield would have paid if the non-covered spouse had been covered by the District's plans.
- (3) (a) Effective July 1, 2004, those hired prior to January 1, 2004, the District will pay Ninety percent (90%) for Independent Health Gold (Encompass A) Plan HMO, with prescription drug coverage (\$10/\$20/\$35 co-pay) for both single and family plans.
- (b) For those employees hired January 1, 2004 and thereafter, the District will pay Ninety percent (90%) for Independent Health Encompass C Plan HMO, (\$20 co-pay), with prescription drug coverage (\$10/\$20/\$35 co-pay).
- (c) For those employees with an initial hire date prior to January 1, 2004, the district will pay One Hundred percent (100%) of the "Option Two" plans, specified as follows:
- Univera - \$20 co-pay with prescription drug coverage (\$10/\$20/\$35 co-pay), \$500 hospital co-pay.
- Independent Health C - \$20 co-pay with prescription drug coverage (\$10/\$20/\$35 co-pay), \$500 hospital co-pay.
- Community Blue 205 - \$20 co-pay with prescription drug coverage (\$10/\$20/\$35 co-pay), \$500 hospital co-pay.
- (d) Applicable single or family coverage is provided for all Administrative Association employees who have an initial start date after June 30, 1993. Individuals enrolled in a plan other than as specified above



must pay the difference in the cost of the premium between their selected plan and the appropriate benchmark plans as specified above.

- (e) The District will pay the cost of hospital admission co-pays by self-funding and utilizing a Third Party Administrator (TPA). The District reserves the right to purchase from the insurance provider additional/applicable riders to attach to the above plans, if it is determined to be more cost effective than self-funding.
- (4) The District will establish an IRS Section 105(h) Health Reimbursement Account (HRA) through a Third Party Administrator (TPA) on behalf of an employee who participates in one of the above "Option Two" plans resulting in a cost savings in premium. Said HRA will include a debit (swipe) card to provide direct expenditure from a member's HRA for IRS approved medical expenditures.

Funding of the HRA will be by a sharing of savings as provided by the following formula:

- (a) Ninety percent (90%) times the premium of Independent Health Encompass A (Bench Plan).
- (b) Less 100% of selected Option Two plan, less the Third Party Administrator (TPA) fee, equals (=) savings.
- (c) Savings as calculated in item (b) multiplied by 0.5 (50%) equals the amount to be placed in the individual employee's HRA.
- (d) Any unexpended funds in an individual's HRA at the end of the fiscal year will remain with the individual's HRA and roll forward into the next plan year.
- (e) The HRA benefit is subject to all applicable IRS codes and requirements and may be modified or deleted should changes in the applicable IRS code require.

Employees hired after December 30, 2003 will not be eligible for this provision since their participation will not provide savings to the District.

If another plan offered by the District other than the plans detailed above (3.3.1, 3.3.2), is selected by an association member, the member will be responsible for the additional cost if any.

- 3.33 The District shall provide and pay for group term life insurance for each Administrator/Supervisor with a face value of \$80,000.
- 3.34 At each administrator's discretion, the District will provide financial coverage of the cost of one complete medical examination per school year with the administrator's physician of choice. The physician shall forward a letter to the District verifying that the administrator is fit for duty.

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- 3.35 Each school year, the District will pay the SAANYS dues for each Administrator/Supervisor in GIASA.
- 3.36 All employees are eligible to participate in a Flexible Spending Account Plan. Plan years shall be from November 1<sup>st</sup> through October 31<sup>st</sup>. The District will assume One Hundred (100%) percent of the yearly administrative per participant fees for services included in IRS Section 125(h). This Flexible Spending Account Plan will be offered, if available, through October 31, 2007.

**ARTICLE 4. WORK YEAR, VACATIONS AND HOLIDAYS, AND  
LEAVES OF ABSENCE**

**Section 4.1 Work Year**

- 4.11 The Superintendent shall set the work year for all administrators as twelve (12) months. Should services be required for less than 12 months, salary and benefits of the position will be prorated.
- 4.12 12-Month Work Year: from July 1st to the succeeding June 30th (both dates inclusive).
- 4.13 11-Month Work Year: from September 1st to the succeeding June 30th (both dates inclusive) plus 20 workdays during July and August at times to be arranged among the individual, his Building Principal and the Superintendent. For all eleven-month building principals, one day at per diem rate will be added to the summer workdays for each full-time teacher resignation or retirement received after June 30. This extra workday is authorized only if the teaching position is to be filled.
- 4.14 10-1/2 Month Work Year: from September 1st to the succeeding June 30th (both dates inclusive) plus 10 workdays during July and August at times to be arranged among the individual, his Building Principal and the Superintendent.
- 4.15 10 Month Work Year: from September 1st to the succeeding June 30th (both dates inclusive).
- 4.16 Notwithstanding any other provision of this Section 4.1, if the Superintendent sets a shorter work year for a particular individual than he had in the same position in the immediately preceding year, the annual salary of that individual for the year shall not be reduced below his annual salary for the immediately preceding year.
- 4.17 Administrators/Supervisors on an 11 month, 10-1/2 month or 10 month work year shall have off all days in the teacher calendar starting with the first day of required teacher attendance until the last day of required teacher attendance.
- 4.18 All Administrators/Supervisors do not have to report to work on snow days or other days

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when the building to which they are assigned is closed due to an emergency.

#### **Section 4.2 Vacations and Holidays**

- 4.21 Each Administrator/Supervisor on a 12-month work year shall be entitled to twenty (20) workdays off as vacation. After five years of continuous District employment, the Administrator/Supervisor shall be entitled to 25 workdays off as vacation. Vacation workdays off shall be taken at times mutually agreed upon by the Superintendent and the Administrator/Supervisor. Vacation days must be taken in the work year when the Administrator/Supervisor becomes entitled to them.

Unused vacation days shall be forfeited at the end of the work year; however, the District will allow an Administrator to either sell back or carry over a total of no more than five (5) unused vacation days. From that total, no more than three (3) days can be carried forward into the following school year, and those three (3) days cannot be sold back in the next fiscal calendar year. The Administrator/Supervisor shall submit a written statement of intentions to the Superintendent no earlier than June 1<sup>st</sup> and no later than June 15<sup>th</sup> of each school year in order to exercise the privileges of this section. Per diem payment if applicable will be made to the Administrator/Supervisor within the first two (2) pay periods after the close of the school (fiscal) year.

- 4.22 Normally, each Administrator/Supervisor will be allowed the day off without loss of pay on the following holidays, which fall in his work year:

- (a) New Year's Day,
- (b) Martin Luther King Day,
- (c) Patriot's Day,
- (d) Good Friday,
- (e) Memorial Day,
- (f) Independence Day,
- (g) Labor Day,
- (h) Columbus Day,
- (i) Veteran's Day,
- (j) Thanksgiving Day,
- (k) Friday after Thanksgiving Day, and
- (l) Christmas Day.

If an Administrator/Supervisor is required to work on any such holiday, he shall be given a compensatory day off on a day mutually agreeable to him and the Superintendent. If a normal payday falls on such a holiday, an Administrator/Supervisor shall be given his paycheck on or before the last weekday (Monday to Friday) immediately preceding the holiday.

- 4.23 Normally, Administrators/Supervisors shall be allowed curtailed work days on the same days when that is allowed by the District for other employees.

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**Section 4.3 Leaves of Absence**

- 4.30 Childrearing leave, not to exceed two years, shall be granted to an Administrator who has given reasonable notice of intent to take such a leave for the purpose of caring for a child who resides in the administrator’s home and who is under one year of age at the time the leave begins. The time that the leave is to begin and end shall be determined by the Administrator in the original request for leave. The actual time of return may be changed provided the administrator so notifies the District at least thirty (30) days prior to his/her anticipated return date. In extenuating circumstances, any of the provisions of this paragraph may be waived by the Superintendent. “Extenuating circumstances” shall mean, but not be limited to, death of the child, birth of a mentally or physically disabled child or economic hardship.
  
- 4.31 On July 1st of each year, each Administrator/Supervisor shall be credited with leave days as follows:

<u>Work Year</u>	<u>Leave Days</u>
10 month and 10-1/2 month	25
11 month	27
12 month	29

Such leave days may be used for (i) the Administrator/Supervisor's own sickness or (ii) for the purposes specified in paragraphs 4.33, 4.34, and 4.35 subject to the limits therein specified. Unused leave days may accumulate from year to year, but not to exceed a maximum accumulation of 270 days. Such accumulated leave days may be used only for an Administrator’s/Supervisor's own sickness.

Each school year, the Administrator/Supervisor will receive a financial incentive based on the number of chargeable leave days used in the current school year as follows:

<u>Days Used</u>	<u>Incentive % of the per diem rate</u>
0 – 3	200%

The incentive will be paid in the first paycheck in July of the following year.

- 4.32 Extended Sick Leave - an Administrator/Supervisor who has used up his accumulated sick leave and suffers a prolonged and/or extraordinary illness will be entitled to sixty (60) days at full pay when the following requirements have been met:

- (1) An Administrator/Supervisor who has less than fifty (50) days accumulated will be eligible for the benefit beginning the fifty-first (51) consecutive day of absence.

- (2) An Administrator/Supervisor who has more than fifty (50) days accumulated will be eligible for the benefit immediately following the use of his last sick day.
- (3) The Association, through a voluntary contribution method, shall provide the number of days that a person on leave uses.

In extenuating circumstances, the Board may extend this coverage.

- 4.33 Of the leave days allowed by paragraph 4.31, not more than five (5) days off without loss of pay per work year will be allowed to an Administrator/Supervisor because of illness in his immediate family. "Immediate family" means: spouse, child, parent, parent-in-law, brother, sister, grandparent, or another person who has served in a parental relationship to the Administrator/Supervisor.
- 4.34 Of the leave days allowed by paragraph 4.31, not more than five (5) days off without loss of pay per work year will be allowed to an Administrator/Supervisor because of a death in his immediate family as defined in paragraph 4.33 of this Agreement. Not more than one (1) day off without loss of pay per work year will be allowed to an Administrator/Supervisor to attend the funeral of any other person. These shall not be used for the purposes of retirement, nor shall they be carried over for purposes of accumulated sick time.
- 4.35 Of the leave days allowed by paragraph 4.31, not more than five (5) days off without loss of pay per work year will be allowed to an Administrator/Supervisor for personal business which cannot be arranged other than during normal school hours. Application for such absences shall be made as far in advance as is practicable; no reason need be given; and, except for emergency, shall be made at least forty-eight (48) hours prior to the date of the absence. Such days will not normally be taken on the day before, or the day following, a regularly scheduled vacation day.
- 4.36 If an Administrator/Supervisor is summoned for jury duty during regularly scheduled workdays, he will continue to receive his regular pay in addition to compensation received from the court. Absence for jury duty is exclusive from other leave provisions of this Agreement. Salary continuance requires submission of the following documents to the Superintendent's office:
  - (1) Court summons or notice within one working day of receipt, and
  - (2) Clerk of Court record of number of days served.
- 4.37 Absences without loss of pay will be allowed for educational conferences, trips involving school business and visiting other educational institutions within or outside the State of New York subject to approval by the District. Administrators/Supervisors will be reimbursed for reasonable expenses incurred in connection with such absences.

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- 4.38 Any Administrator/Supervisor who, on or before March 1<sup>st</sup>, has given written notice to the District's Board of Education of the effective date of the Administrator's/Supervisor's retirement pursuant to the appropriate Retirement System and who does in fact retire on that date pursuant to that System, shall have a sum of money equal to the number of accrued sick leave days which are capped at 270 days, times thirty-five (35%) percent of an individual's per diem rate earmarked by the District to pay health insurance premiums, to continue the Administrator/Supervisor in the District's health insurance plan then in effect for Administrators/Supervisors on the active payroll from the effective date of retirement until the sum is exhausted.

If a retiring Administrator/Supervisor does not have health insurance through the District and has given written notice to the District's Board of Education of the effective date of the Administrator's/Supervisor's retirement, the Administrator/Supervisor may convert their sick days into cash (a maximum total of twenty-four (24) days per year based on sick days and family illness days only). In all cases, determination of the benefit that Administrators/Supervisors will receive will be no later than June 15<sup>th</sup> of the year in which the Administrator/Supervisor retires.

#### ARTICLE 5. MISCELLANEOUS

- 5.11 If any complaint critical of an Administrator/Supervisor is presented to the Board, it shall not be considered in a public session of the Board unless and until all of the following conditions have been met:
- (1) The complaint must be submitted in writing to the Board and signed by the complainant.
  - (2) A copy of the complaint must be given to the Administrator/Supervisor as soon as practicable after it is received and, after a reasonable time thereafter, the complaint will be heard first in a private session of the Board during which the Administrator/Supervisor shall be given a full opportunity to be heard.
- 5.12 Before an employee is assigned from one building to another, the Superintendent shall consult with the Administrator/Supervisor of each building involved.
- 5.13 During each year of an Administrator's/Supervisor's employment and not later than one month prior to receipt of his salary notice, he shall be given a written evaluation report prepared and signed by: (i) the Superintendent with respect to Building Principals and such other Administrators/Supervisors who report directly to him, or (ii) in all other cases, the Administrator's/Supervisor's immediate superior. Such reports shall be available for review only by the Administrator/Supervisor who is the subject of the report, the person who signed the report, the Superintendent, and the members of the Board, but this shall not preclude the use of the report in disciplinary or dismissal

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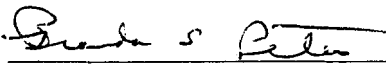
proceedings. The evaluation will be placed in the Administrator's/Supervisor's personnel file. The evaluation will be based upon the Administrator's/Supervisor's written annual goals to be submitted to the Superintendent by September 30<sup>th</sup> of each year or within thirty (30) days after the Board of Education has adopted Board/District/Superintendent goals, whichever is later.

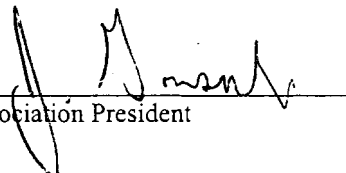
- 5.14 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
- 5.15 Each Administrator/Supervisor shall have the right upon reasonable notice to review the contents (except for reference information supplied by other employers or by outside sources) of his own personnel file maintained in the Superintendent's office. Each Administrator/Supervisor shall have the right to submit and have placed in his personnel file letters or other documents of commendation; documentary evidence of professional activity, membership, and honors; and transcripts of graduate courses taken. Each Administrator/Supervisor shall have the right to submit and have placed in his personnel file a written response, dated and signed by him, to any material placed in his personnel file by the Superintendent.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 14 day of June, 2005.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

By:   
Superintendent of Schools

By:   
Association President

Date: 6-14-05

Date: 6-14-05

GRIEVANCE FORM

Fill out two copies. Retain one copy and give one copy to the Superintendent.

(1) Your Name: \_\_\_\_\_

Your Position: \_\_\_\_\_

(2) State briefly what you are aggrieved about:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) What paragraph(s) of the Agreement do you feel were violated?

\_\_\_\_\_

(4) What do you want the District to do to correct the situation?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your signature: \_\_\_\_\_

Date submitted: \_\_\_\_\_



APPENDIX B

ANNUAL SALARY RATES

NAME	ASSIGNMENT	WORK YEAR	2005-2006	2006-2007
Benson, Phillip	Principal, HS	12 months	\$91,080	\$94,268
Casselman, Rochelle	Asst. Principal, SES	12 months	\$61,065	\$63,202
Cerne, Gary	Principal, MS	12 months	\$86,940	\$89,983
Damiani, Ettore	Asst. Principal, HS	12 months	\$71,258	\$73,752
DePue, JoAnne	Dir of Tech, Assess, Data Coord. & Assess	11 months	\$71,511	\$74,014
Grisanti, Joseph	Dir of Transportation	12 months	\$92,316	\$95,547
Mann, Jack	Dir of Special Ed	12 months	\$92,115	\$95,339
Martin, Rebecca	Principal, CES	11 months	\$65,122	\$67,401
Polakiewicz, Jerome	Asst. Principal, MS	12 months	\$62,676	\$64,870
Tellgren, Scott	Principal, SES	12 months	\$86,131	\$89,145

**Longevity:**

Administrators/Supervisors receiving longevity payments as of July 1, 2004 will receive the longevity benefit calculated into their salary for the year of eligibility only. For any employee hired after July 1, 2004, this benefit would no longer apply.

**Professional Development:**

The district will establish a \$1,500 per-year allotment for travel and conferences above the budgeted amount for travel and conferences to be used for applicable and relevant career courses and in-service for each Administrator/Supervisor for professional development and coursework taken after their hire date and past the minimum degree requirement for the position. The conference/coursework requires written approval of the Superintendent and will not include any professional development activities paid for by the district or which occur during the regularly scheduled day.

**125(H) Account:**

For anyone hired before July 1, 2005, the District will deposit \$500.00 in each 125(H) account for each of the two (2) years of this contract.