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GREECE CENTRAL SCHOOL DISTRICT

TOWN OF GREECE, N.Y.

AGREEMENT BETWEEN

Greece Central School District
and
Greece Administrators and
Supervisors Association

January 1, 2009 – December 31, 2011

Student Learning Is The Goal

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PREAMBLE

In accordance with the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14) the Greece Central School District (hereinafter called the "District") and its supervisory and administrative employees represented by the Greece Administrators and Supervisors Association (hereinafter called the "Association" or "GASA"), the District and the Association enter into this Agreement.

ARTICLE I DURATION OF THE AGREEMENT

The intention of this Agreement, and the parties who are signatories to it, is to perpetuate an organization in which, (1) collaboration is the rule for settling issues; (2) growth and renewal, in terms of moving the District forward to meet its educational challenges, are the goals; (3) harmonious relations form the conditions for doing both.

To maintain a positive working relationship and ensure dialogue, the parties will meet on a regular basis.

The Agreement shall be effective as of January 1, 2009 and continue in full force and effect until December 31, 2011. The parties agree to meet no later than September 1, 2011 to negotiate a successor agreement.

ARTICLE II RECOGNITION

The Board of Education of Greece Central School District recognizes the Association as the exclusive organization representing all administrative and supervisory personnel employed by the District whose positions require NYSED administrative or supervisory certificates excluding the managerial and/or confidential positions of Assistant Superintendent, Executive Director, Director, Assistant Director, Administrative Intern, and Project Manager with unchallenged representation status for the maximum period allowed by the law. The Association accepts the responsibilities imposed upon it by the provisions of said Article 14 of the Civil Service Law as amended.

**ARTICLE III
MODIFICATION OF AGREEMENT**

It is understood and agreed that this Agreement may be modified or amended only through mutual consent in writing through a signed amendment to this Agreement.

**ARTICLE IV
DUES DEDUCTION**

- A. The District agrees to deduct from the salary of unit members, membership dues in GASA, School Administrators Association of New York State (SAANYS), and its national affiliates as the employee individually and voluntarily shall authorize the District to deduct and to transmit the moneys thus deducted to the Association.
- B. Authorizations for such deductions shall be in writing on a District-approved form provided by the Association and signed by the individual. Such properly executed authorization shall be submitted to the District's Business Office and placed on file.
- C. In accordance with District payroll procedures and requirements, authorized dues deductions shall be made in equal amounts commencing on a date agreed upon by the Association and the Superintendent.
- D. The Association will protect, defend, indemnify, and hold the District and its agents harmless from any and all claims, damages, and liability which may occur from implementing this article.

**ARTICLE V
GRIEVANCE PROCEDURE**

Purpose

The purpose of this procedure is to provide for the prompt, orderly settlement of grievances.

Definitions

Employee

This term shall mean any employee designated by the Board as an administrator.

Chief Administrator

This term shall apply to the Superintendent of Schools of the District

Immediate Supervisor

This term shall be used for any person directly responsible for, or exercising any degree of evaluation and/or regulation of, or authority over another employee.

Day

This shall mean any school day on which the schools of the District are open for attendance of students for regular instruction or the employee is normally required to be on duty.

Representative

This shall mean the counsel or other person designated by either party to act in its behalf.

Association

This shall mean the Greece Administrators and Supervisors Association.

Grievance

A grievance shall mean any complaint by a member of the Association bargaining unit of an alleged violation, misinterpretation, or misapplication of any provision of this agreement or established Board Policy that relates to terms and conditions of employment.

Basic Principles

An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

No hearings shall be open to the public.

It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

All grievances must be presented in written form except at the informal stage. All grievances shall include the name and position of the aggrieved party, the provision of the agreement allegedly violated, the time when and place where the alleged events or conditions contributing to the grievance existed, the identity of the party responsible for causing the 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.

All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choosing, at any hearing held on the said grievance.

Unless a grievance is filed at Stage I within the time limit specified, the grievance will be deemed time-barred and waived. Other time limits in the procedure may be extended only by mutual written agreement.

If the grievant fails to appeal the disposition of the grievance to the next step of the grievance procedure within the time limit specified, the grievance shall be deemed to have been resolved on the basis of the last disposition and further appeal shall be barred.

Failure by the District at any stage of the grievance procedure to communicate a decision to the grievant within the specified time limits shall permit the grievant to lodge an appeal at the next stage within the time which would have been permitted had the District's decision been timely communicated on the last day of the applicable stage.

Receiving a rating of meeting standards, exceeding standards or its equivalent based upon the rubric system which the parties will develop on an annual evaluation is not an issue subject to filing a grievance.

Procedures

Stage 1 – Supervisor – Informal

The employee shall first discuss the grievance with the immediate supervisor. The initial discussion shall take place no later than 30 days from the date the staff member knew or should have known of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee and the Association of the disposition of the grievance in writing.

Stage 2 – Supervisor – Formal

If the grievance is not resolved at Stage 1, the aggrieved party and the Association shall present the grievance in writing to the appropriate supervisor no later than five days from the date the employee and the Association are notified of the disposition at Stage 1.

The appropriate supervisor shall render a determination in writing to the aggrieved party within five days from the date the grievance was received. A copy of the response shall be filed with the Chief Administrator.

Stage 3 – Chief Administrator

- a. Within not more than five days after the employee has been notified of the determination at Stage 2 in writing, the aggrieved party may submit a written request to the Chief Administrator for a further review and determination of the grievance.

- b. The Chief Administrator may designate a person to review the grievance and render a determination. In the event a person is designated, the aggrieved party and the Association shall be notified in writing.
- c. The Chief Administrator, or his/her designee, after receipt of the request for review may call a hearing to be held at a time and place designated. Notification shall be made to the aggrieved party and the appropriate supervisor or administrator and the Association. The hearing shall be held not less than five days, nor more than ten days after the date of the notice. If a hearing is held, each party shall have the right to appear and to submit any additional facts relevant to the grievance.
- d. In the event no hearing is held by the Chief Administrator or his/her designee, a written determination shall be made within ten days from the date of receipt of the request for review. Notice of the determination shall be mailed to the aggrieved party and the Association.
- e. In the event a hearing is held by the Chief Administrator or his/her designee, a written determination shall be rendered within ten school days after the close of the hearing and mailed to the aggrieved party.

Stage 4 – Board Review

For those grievances that pertain to Board policy only, the aggrieved party may, within five school days of the final determination by the Chief Administrator, submit a written appeal to the Board for a review of the previous determination.

- a. The aggrieved party shall submit to the Board with the notice of appeal, all written statements and records of the grievance.
- b. In not less than 10 school days from the date of receipt of the appeal, the Board shall call a hearing at the time and date specified. The hearing shall be held not less than 15 school days from the date of the receipt of the appeal.
- c. The aggrieved party and any representative are entitled to be heard at such hearing.
- d. No further information, other than included in the record, shall be submitted to the Board at the hearing.
- e. Not more than 5 school days from the date of the completion of the hearing, the Board shall render its written determination and mail a copy to the aggrieved party.

Stage 5 – Binding Arbitration

- a. If the aggrieved party and the Association are not satisfied with the decision rendered at Stage 3 for contractual issues or Stage 4 for Board Policy issues, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Chief Administrator within 15 days of the decision at the appropriate stage.
- b. Within five days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator, and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- c. The selected arbitrator shall hear the matter promptly and shall issue a decision not later than 30 days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion 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, nor have any power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine the decision solely to the application and interpretation of 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, including expenses, if any, will be borne equally by the Board and the Association. Costs for the cancellation of a hearing will be borne by the party requesting the cancellation.

ARTICLE VI PROFESSIONAL IMPROVEMENT

The District shall provide a non-cumulative \$44,316 per year of this Agreement for the unit for the purpose of member attendance at professional conferences, seminars, workshops, or other professional growth activities. Approval criteria and recommendations for unit member attendance on an ongoing basis at such conferences shall be jointly determined by a committee of Association and District representatives and will be subject to final approval by the Superintendent.

ARTICLE VII

RETIREMENT/CAREER CHANGE INCENTIVE

The District may establish a retirement/career change incentive program for unit members to include and not be limited to the following: severance pay, life insurance, health insurance, career counseling, and professional financial counseling. In implementing such program it is understood and agreed that either individuals or the District may initiate discussions pertaining to the benefits available to unit members under this program. If the District intends to initiate such a discussion, it shall notify the president of the Association. Each unit member who enters into such discussions shall have the option of having an Association representative accompany him/her. Upon mutual agreement between the District and the unit member to execute such a program, the District will notify the President of the Association of such agreement. If a unit member initiates a discussion with the District pertaining to benefits under this program, the Superintendent will respond in writing within sixty (60) days of his receipt of the unit member's proposal.

The following retirement benefits will be available to GASA unit members:

Retirement Incentive

The District will provide eligible GASA unit members a retirement incentive consisting of the following choices:

1. Benefit

- a. Greece Central School District group insurance coverage for qualified expenses such as medical, dental, and life insurance, not to exceed \$2,500 a year for ten (10) years.
- b. One-time lump sum rollover payment to a qualified annuity plan in an amount not to exceed \$25,000.
- c. One-time lump sum cash payment in an amount not to exceed \$25,000.
- d. The unit member who notifies the District by February 1, will be afforded the vacation carryover provisions (Article XI, II, A, 3, b)

2. First Open Period

a. Eligibility

To qualify for the retirement incentive during the first open period, a unit member must be eligible on or before September 1, 2010. The term "eligible" means that the unit member either (1) is eligible to retire with full benefits under the terms governing the New York State Teachers Retirement System (NYSTRS) (meaning no reduction in benefits due to the unit member's failure to meet minimum age and service requirements for the applicable tier) or (2)

has a minimum of ten (10) years of District service and is five (5) years or less from first eligibility for full benefits under the NYSTRS. A unit member who is eligible during the first open period under part one (1) of the preceding sentence and who fails to apply for the retirement incentive during such period shall thereafter be ineligible to receive any retirement incentive provided by this agreement.

b. **Deadline for Applications**

No later than February 1, 2010, the unit member shall submit to the administrator in charge of Human Resources an application for the retirement incentive, which shall include an irrevocable written resignation for the purpose of retirement from the District by July 15, 2010.

c. **Service Requirement**

The unit member shall continue in active service in the employ of the District through July 15, 2010, or later with mutual agreement with the Superintendent.

3. Annual Open Period.

There shall be one additional annual open period during the calendar year 2011.

a. **Eligibility**

To qualify for the retirement incentive during an annual open period, a unit member must be eligible or become eligible on or before September 1. The term "eligible" means that the unit member either (1) is eligible to retire with full benefits under the terms governing the New York State Teachers Retirement System (NYSTRS) (meaning no reduction in benefits due to the unit member's failure to meet minimum age and service requirements for the applicable tier) or (2) has a minimum of ten (10) years of District service and is five (5) years or less from first eligibility for full benefits under the NYSTRS. A unit member who becomes eligible to retire with full benefits under the NYSTRS during an annual open period and who fails to apply for the retirement incentive during such period shall thereafter be ineligible to receive any retirement incentive provided by this agreement.

b. **Deadline for Applications**

No later than February 1, the unit member shall submit to the administrator in charge of Human Resources an application for the retirement incentive, which shall include an irrevocable written resignation for the purpose of retirement from the District by September 1.

c. **Service Requirement**

The unit member shall continue in active service in the employ of the District through July 15, 2011 or later with mutual agreement with the Superintendent.

ARTICLE VIII
SALARY PROVISION

A. SALARY SCHEDULE

High School Principal	\$90,000 minimum
Middle School Principal and Director	\$85,000 minimum
Elementary School Principal	\$80,000 minimum
Assistant Principal, Athletic Director and Coordinator	\$77,000 minimum

Unit members receiving adjustments due to increased minimum salaries effective as of January 1, 2009 will get either the salary adjustment or a 3.4% raise from their 2008 salary, whichever is greater.

1. Administrators employed by the District as of December 31, 2008 who received a “meeting or exceeding standards” determination for the 2007-2008 school year shall receive a 3.4% salary increase retroactive to January 1, 2009.
2. Administrators employed by the District as of December 31, 2009 who receive a “meeting or exceeding standards” determination for the 2008-2009 school year shall receive a 3.4% salary increase for the period January, 2010 through December 31, 2010. Said increase shall be effective as of January 1, 2010.
3. Administrators employed by the District as of December 31, 2010 who receive a “meeting or exceeding standards” determination for the 2009-2010 school year shall receive a 3.5% salary increase for the period January, 2011 through December 31, 2011. Said increase shall be effective as of January 1, 2011.

B. SALARY PLACEMENT

1. All certificated unit members will be hired within the appropriate salary range. The successful applicants will be given the name of and advised to contact the GASA President.
2. When a current unit member receives a promotion within the GASA unit, a minimum of five percent (5%) salary increase will automatically accompany the move as long as a similar promotion has not occurred within the past six (6) months. If a promotion has occurred within the last six (6) months the superintendent shall have the discretion to determine a second increase not to exceed five percent (5%).
3. When a unit member is appointed to an “acting” or “interim” position that is a promotion, a minimum of five percent (5%) salary one time payment will accompany the move as long as a similar promotion has not occurred within

the past six (6) months. If a promotion has occurred within the last six (6) months the Superintendent shall have the discretion to determine a second increase not to exceed five percent (5%).

4. Noncertificated GASA members who are initially below the salary range will be placed at the minimum of the salary range appropriate for their position within sixty (60) days after proof of State certification.

C. PROMOTIONAL RAISES - CURRENT UNIT MEMBERS

For all current unit members, the promotional raises are a percentage of the current salary exclusive of any stipend.

When a current unit member receives a promotion within the Association unit, a minimum of five percent (5%) salary will automatically accompany the move except as provided in Section B above. If the promotion is made between July 1 and December 31, the raise is based on the individual's current salary exclusive of any stipend.

Example: Prior to January 1, unit member salary \$77,000 + promotion 5% (\$3,850) = new salary base \$80,850

After January 1, unit member salary \$79,618 (includes 3.4% performance raise added to \$77,000 original base), add to newly created salary base for a performance base of \$83,599

If the promotion is made between January 1 and June 30, the promotional raise is based on the individual's current salary which includes the previous performance raise in January. (The performance raise is based on the previous year's administrative work.)

Example: Unit member January salary \$77,000 + promotion 5% (\$3,850) = new salary base \$80,850

When a promotional assignment changes the unit member's status from interim/acting to probationary, the promotional raise is based on the unit member's current salary exclusive of any stipend.

- D. No unit member's annual salary shall be decreased from the unit member's annual salary for the preceding year. It is the further intent of the parties that no unit member's annual salary and benefits shall be changed without the negotiated agreement of both parties.

ARTICLE IX EVALUATION PROCEDURES

A mutually agreed upon committee will be formed subsequent to the ratification and approval of this Agreement to discuss and review the evaluation system currently in use. Agreed upon modifications, if any, to the evaluation system will be implemented no later than January 1, 2010.

- A.** The evaluation year will be from September 1 to August 31.
- B.** Evaluations will be based upon the leadership standards and performance indicators. Each applicable standard will be evaluated in the middle and end of the year evaluation.
- C.** At the onset of the evaluation year, the unit member will identify goals for her/his position based upon the data-based needs of the school/office and aligned with the school/office improvement plan. A unit member may request from her/his supervisor a written statement of the expectations for exceeding standards performance. The goals will be submitted to the respective supervisor for review and subsequent discussion. The goals and strategies will be mutually agreed upon by both parties.
- D.** A midyear review (by the end of February) shall be conducted by the unit member and supervisor. The staff member may submit to the supervisor a data-based self-assessment for subsequent discussion, providing evidence of the successful completion of the goals reflecting the leadership standards and performance indicators. A written summary of the meeting will be provided by the supervisor. It will indicate the progress being made towards the unit member's annual goals. More frequent review sessions may be held throughout the year at the discretion of the supervisor or staff member.
- E.** A year-end evaluation document shall be prepared for all unit members. A year-end self-assessment shall be submitted by the staff member to the supervisor no later than August 31. The self-assessment shall include data reflecting the successful completion of the goals using the language of the leadership standards and evidence. The standards and evidence provide a framework for goal development and completion. They are not meant to necessarily apply to all positions within the unit. Therefore, some, not all, evidence will be cited in the final evaluation. The unit member shall receive the written evaluation for review a minimum of two (2) work days prior to its submittal. A year-end evaluation will be written and a conference held no later than October 31 reflecting the input from the unit member. Conclusion of final evaluation must specifically state one of three categories: not meeting, meeting, exceeding standards. At the year-end evaluation conference goals for the next year will be mutually agreed upon by the supervisor and unit member.

F. In the event a supervisor perceives a performance concern with a unit member, the problem or concern will be discussed with the unit member. The supervisor will discuss with the unit member the nature of the problem or concern at the time such a concern arises. In the event the concern may lead to documentation in the final evaluation affecting the unit member's salary, the concern will be placed in writing.

G. IMPROVEMENT PLAN

In the event a unit member's performance is below acceptable standards, the supervisor may place the unit member on an Improvement Plan. The unit member will be the primary author of the Improvement Plan. The Plan shall reflect the remediation of the identified concerns and the strategies to be used to address the concerns. The document shall be written using the leadership standards and evidence. The draft document shall be submitted to the supervisor for final editing, discussion, and approval. The unit member shall be entitled to Association representation at any step in this process.

**ARTICLE X
TRANSFER/HIRING PROCESS**

- A.** The District shall first offer transfers to existing unit members within that job title (tenure area), prior to posting, via email, within ten (10) calendar days of the announced vacancy prior to July 1. If vacancies occur after July 1 and before the beginning of the next school year, every effort will be made to contact unit members of immediate openings within a three (3) day period.
- B.** Current unit members shall have a right to apply for GASA positions out of their job title (tenure area) and will be granted an interview.
- C.** Unit members may refer to the posting and hiring practices procedures which can be found in the Personnel Practices Handbook.

ARTICLE XI BENEFITS

A. INSURED BENEFITS:

1. Health Insurance

- a. For unit members hired on or after April 1, 2007, the District will pay seventy percent (70%) of the premium of the Blue Point 2 Value plan and the unit member shall pay the remaining thirty percent (30%).

For unit members hired before April 1, 2007, the District will pay ninety percent (90%) of the premium of Blue Point 2 Value plan.

Bargaining unit members selecting another health insurance plan will pay the difference in premium, if any, of the other health insurance as compared to the applicable contribution levels for the Blue Point 2 Value plan.

- b. Any current unit members who retire from the District by December 31, 2007 shall be eligible to continue their coverage in the appropriate group health insurance program and the District will contribute sixty percent (60%) of the cost of their health care coverage.

As of January 1, 2008, unit members who retire from the District shall be eligible to continue coverage in the appropriate group health insurance program and the District will contribute fifty five percent (55%) of the cost of their health care coverage.

- c. The specific benefits and schedules of coverage for these health insurance plans shall be as specified in the master contracts for each plan as maintained by the District and with the understanding that such benefit levels shall be maintained during the life of this Agreement except as may be modified by mutual agreement hereafter.

2. Dental Insurance

- a. The District will contribute the premium cost for Single coverage for each unit member who elected to enroll in the Group Dental Plan in October, 1995 or who elected to enroll subsequently at the time of employment with the District. Eligible individuals either select Single or Family coverage and any changes in such coverage cannot be approved unless in accordance with the Plan provisions.
- b. It is specifically understood that benefit schedules and eligibility requirements shall be in accordance with the Plan provisions.

3. Basic Life Insurance

- a. Each unit member shall be eligible to enroll for Basic Group Term Life Insurance equal to twice (2x) the unit member's annual salary rounded to the nearest thousand dollars (\$1,000) up to a maximum of two hundred thousand dollars (\$200,000) (with medical approval). This will be provided on a noncontributory basis with the District paying the full cost of premiums. Any unit member may purchase additional life insurance above the maximum amount (\$200,000) at the individual unit member's expense.
- b. A unit member who retires may elect to continue to be insured in increments of ten thousand dollars (\$10,000) for the amount of his/her Basic Group Life Insurance which is in effect at the time of retirement. Unit members who retire will assume the full cost of the monthly premium rate.

4. Long Term Disability Income Insurance

- a. Long term disability insurance will be provided at no cost to all unit members working a minimum of seventeen and one-half (17 ½) hours per week. Employees who are totally disabled as determined by the insurance company will receive two-thirds (2/3) of their monthly salary to a maximum monthly benefit of seven thousand dollars (\$7,000). Benefits will begin on the later of the ninety-first (91st) calendar day of disability or at the end of their sick pay. Benefits will continue for as long as the employee remains disabled, with a maximum duration as defined by ADEA-B (Extended). Please refer to the insurance contract for this benefit duration schedule.
- b. The specific terms and conditions, which are applied by the insurance company in administering this benefit, are contained in the master contract with the District.
- c. The District shall provide reimbursement for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aides, or other like items not covered by workers' compensation/employee's health insurance which are damaged, destroyed, or lost as a result of an assault suffered by an administrator while he/she was acting in the discharge of duties within the scope of regular employment. Said reimbursement shall not exceed \$500.00 for the term of this Agreement.

5. Discretionary Benefit Fund

Each unit member hired prior to April 1, 2007 will be allocated up to one thousand dollars (\$1,000) to apply towards the cost of the following additional benefits.

Each unit member hired on or after April 1, 2007 will be allocated up to two thousand dollars (\$2,000) if selecting two-person or family insurance and fifteen hundred dollars (\$1,500) if selecting a single benefit plan to apply towards the cost of the following additional benefits.

a. Supplemental Group Life Insurance Plan

Each unit member may purchase additional group term life insurance in increments of two (2) or four (4) multiples of the unit member's annual salary rounded to the nearest thousand dollars (\$1,000) up to a maximum of two hundred thousand dollars (\$200,000) (with medical approval) of additional coverage. Specific eligibility requirements and benefit coverage shall be in accordance with the master plan administered by the District.

b. Physical Examinations

Unit members may be eligible for reimbursement for one (1) routine physical examination, eye examination, and a hearing examination on an annual basis. The service must be performed by a licensed physician.

c. Group Dental Insurance - Family Coverage Premium

The additional cost of Family coverage premiums above the Single coverage premium already paid for by the District can be paid out of this fund allocation. Changes in coverage can only be made in accordance with the dental plan provisions.

6. Legal Liability Insurance

The District will continue to provide legal liability insurance coverage on a non-contributory basis for unit members in accordance with the eligibility requirements and benefit schedules as specified in the master contract maintained by the District.

7. Tax Sheltered Annuities

The District will continue to make tax sheltered annuity programs available to unit members in accordance with District guidelines, practice, and applicable State and Federal laws and regulations.

8. Retirement Benefits

All certificated unit members shall be covered for membership in the New York State Teachers Retirement System in accordance with applicable law and regulations governing such membership and benefits.

B. PAID ABSENCE BENEFITS

1. Vacation

The District shall provide paid vacation to unit members who are employed on a twelve (12) month basis as follows:

- a. Unit members shall receive prorated vacation entitlement during their first (1st) fiscal year of service in the position at the rate of two (2) days per month for each month remaining in the fiscal year up to a maximum of twenty (20) days. Commencing in the second (2nd) fiscal year of service twenty-one (21) days will be granted, in the third (3rd) twenty-two (22) days, in the fourth (4th) twenty-three (23) days, in the fifth (5th) twenty-four (24) days, and in the sixth (6th) and thereafter twenty-five (25) days.
- b. Prior Service
Prior continuous service in the District will be applied in determining such vacation entitlement.
- c. Vacation Carryover
 - a. Unit members with three (3) or more years of continuous full-time service may carry over up to forty (40) days of unused vacation into the next fiscal year.
 - b. Unit members may not exceed a maximum of sixty-five (65) days of unused vacation at any time.
- d. Payment upon Termination
Any remaining, unused vacation entitlement, up to the maximum entitlement granted to the unit member during the fiscal year, including any authorized carry over entitlement for that year, will be paid upon termination of employment at a rate of 1/240th of the unit member's yearly salary at the time of termination. Except for retirement, payment of vacation days as of July 1 will be prorated, with the exception of accumulated days as of June 30 of the previous year.

2. Holidays

All unit members who are employed on a twelve (12) month basis shall be entitled to the following fourteen (14) paid holidays per year in accordance with the official school calendar adopted:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Labor Day
Independence Day	Two (2) Floating Holidays (consistent with the calendar developed by the District)
Columbus Day	

3. Sick Leave

- a. Effective January 1, 2004, unit members shall be granted sick leave as follows: employees will receive twelve (12) days per year accumulative two hundred (200) days. Employees on December 31, 2003 shall be credited for their cumulative sick leave with that number of days remaining unused. Employees hired from outside of the District shall be capped at one hundred (100) days of eligible transferable sick days.
- b. Additional days of sick leave may be granted upon the approval of the Superintendent of Schools or his designee.
- c. Prior continuous service in the District will be applied in determining such sick leave entitlement.

4. Personal, Family Illness and Family Death Days

The District shall provide personal, family illness, and family death days to all unit members on an as needed basis and as authorized by the unit member's immediate supervisor.

5. Family and Medical Leave

All leave and benefit provisions of this contract will be counted toward the leave and benefits provisions of the Family and Medical Leave Act of 1993, where applicable. Family and Medical Leave Act leave and benefits will be applied if the contractual leave and benefits provide less than the Family and Medical Leave Act.

C. OTHER BENEFITS

1. Tuition Reimbursement

Unit members will be eligible to receive reimbursement for tuition and related fees for those courses of studies and training which are approved in advance and which are directly related to the unit member's position.

Tuition reimbursement for unit members enrolled in a program as of July 1, 2007 shall be modified to reflect a percentage of reimbursement based upon the attainment of a grade as follows:

- a. 100% reimbursement for a grade of A+, A, A-
- b. 75% reimbursement for a grade of B+, B, B-
- c. 0% reimbursement for any grade below a B-

The foregoing reimbursement will be made for a maximum of up to twelve (12) semester hours or the equivalent in each year. Unit members receiving reimbursement in accordance with subparagraphs a or b above, must return to regular employment and remain employed for two (2) full school years after

the semester in which the course(s) is completed or pay the District back fifty percent (50%) of the tuition reimbursement. The Superintendent may waive this upon request.

Additionally, members shall not be precluded from eligibility for said tuition reimbursement should it become necessary to discontinue enrollment in a program for a period of up to one calendar year. However, a unit member enrolled in a program as of July 1, 2007 who discontinues participation in said program for a period beyond one (1) calendar year from the date of their enrollment shall only be eligible for tuition reimbursement at the rate established for new unit members as described below.

Unit members hired subsequent to the April 2007 MOA or current unit members not enrolled in a program as of July 1, 2007 shall be eligible for tuition reimbursement up to a maximum of 12 credit hours per year at the following rates:

- a. \$500 per credit hour for a grade of A+, A, A-
- b. \$300 per credit hour for a grade of B+, B, B-
- c. \$0 per credit hour for any grade below a B- .

2. Sabbatical Leave

- a. Unit members employed by the District for seven (7) years, unless waived by the Superintendent, may apply for sabbatical leave.
- b. Sabbatical leave shall be for doctoral study related to the unit member's position or duties (current or future) in the District and approved in advance by the Superintendent. The Superintendent has discretion to approve programs other than doctoral study.
- c. Sabbatical leaves are limited to no more than one (1) per year and are contingent upon voter passage of the budget.
- d. Sabbatical leave may be for one-half (1/2) year at full salary or one year at fifty percent (50%) salary.
- e. Unless waived by the Superintendent, the unit member must return to employment with the District for three full years or pay back one-third (1/3) of the salary for each year or portion thereof not worked.

**ARTICLE XII
COMPLETE AGREEMENT**

- A. The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.
- B. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Superintendent and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

**ARTICLE XIII
SAVINGS**

This Agreement and all provisions contained herein are subject to all applicable laws. In the event that any Article, or any Section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article, paragraph, or Section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been part of this Agreement.

**ARTICLE XIV
DURATION**

The provisions of this Agreement, except as otherwise specifically provided, shall become effective as of January 1, 2009, and shall continue in full force and effect through and including December 31, 2011 and, unless either party gives written notice to the other at least one hundred thirty (130) days but not more than one hundred fifty (150) days prior to December 30, 2011 requesting to modify, amend or renegotiate this Agreement, said Agreement shall continue in full force and effect from year to year thereafter.

ARTICLE XV
APPROVAL OF LEGISLATIVE BODY

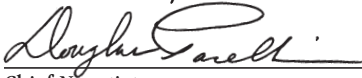
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated this 14th day of July 2009

GREECE ADMINISTRATORS AND
SUPERVISORS ASSOCIATION
TOWN OF GREECE, NEW YORK



President



Chief Negotiator

GREECE CENTRAL SCHOOL DISTRICT
TOWN OF GREECE, NEW YORK



Superintendent of Schools

BOARD OF EDUCATION



President

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Mrs. AnnMarie Stenglein

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SUPERINTENDENT OF SCHOOLS

Mr. Steven Achramovitch

SUPERINTENDENT'S CABINET

Mr. Donald Nadolinski
Deputy Superintendent

Mr. Louis Alaimo
Assistant Superintendent, Finance and Support Services

Dr. Deborah Hoeft
Assistant Superintendent, Student Services

Mr. Thomas Hyman
Director, Technology

Dr. Ann Mitchell
Assistant Superintendent, Curriculum, Instruction, and Assessment – Secondary Schools

Ms. Carol Pallas
Assistant Superintendent, Curriculum, Instruction, and Assessment – Elementary Schools

