



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **North Salem Central School District and North Salem Principals Association (2013) (MOA)**

Employer Name: **North Salem Central School District**

Union: **North Salem Principals Association**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **8817**

Unit Size:

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION,
NORTH SALEM CENTRAL SCHOOL DISTRICT**

AND

THE NORTH SALEM PRINCIPALS' ASSOCIATION,

July 1, 2013 through June 30, 2016

Table of Contents

	Page
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - EXISTING CONDITIONS AND MANAGEMENT RIGHTS	1
ARTICLE 3 - SALARIES, WAGES AND DEDUCTIONS.....	1
ARTICLE 4 - FRINGE BENEFITS	3
ARTICLE 5 - UNION MATTERS.....	5
ARTICLE 6 - EMPLOYEE PROTECTION	6
ARTICLE 7 - VACATION DAYS.....	7
ARTICLE 8 - LEAVES OF ABSENCE.....	7
ARTICLE 9 - GRIEVANCE PROCEDURE	11
ARTICLE 10 - LOSS OF PROPERTY	12
ARTICLE 11 - CONFORMITY TO LAW	12

GENERAL AGREEMENTS

This Agreement is made and entered into this 11th day of October, 2013, by and between **THE NORTH SALEM CENTRAL SCHOOL DISTRICT** (hereinafter referred to as the "School District") and the **NORTH SALEM PRINCIPALS ASSOCIATION** (hereinafter referred to as the "Association").

The authorized representatives of the School District and the Association hereby agree that the terms of this collective bargaining Agreement shall be in full force and effect for the period July 1, 2013 through June 30, 2016.

ARTICLE 1 **RECOGNITION**

The District recognizes the Association as the sole and exclusive representative of all full-time administrative personnel in the titles of Principal and Assistant Principal and certified by the New York State Department of Education to supervise staff and students in the regular day school or extensions thereof.

ARTICLE 2 **EXISTING CONDITIONS AND MANAGEMENT RIGHTS**

The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the District and its teaching employees are vested solely and exclusively in the Board of Education and/or Administration of the School District.

ARTICLE 3 **SALARIES, WAGES AND DEDUCTIONS**

3.1 Salaries and Annual Increases

- A. Each unit member employed prior to July 1, 2013 shall receive a 1.6% salary increase effective on that date; and each unit member employed prior to July 1, 2014 shall receive a salary increase of 1.6% effective on that date and each unit member employed prior to July 1, 2015 shall receive a 1.6% salary increase effective on that date.
- B. New hires, if any, shall be hired at salaries determined by the Board of Education.

3.2 Retirement Notice Incentive

Each unit member who gives at least one (1) year's prior notice of resignation for the purpose of retirement in writing to the Superintendent of Schools shall be entitled to a retirement notice incentive in the amount of \$3,500, payable upon retirement to receive benefits from the NYSTRS.

3.3 Dues Check-Off and Agency Fee

- A. The School District agrees to deduct Association dues or, as applicable, an Agency Fee for employees covered by the Association bargaining unit, as follows:

The School District agrees, in accordance with Section 208.3(b) of Article XIV of the Civil Service Law of New York State, to deduct from the salary of a unit member who is not a member of the Association, an Agency Fee in an amount equivalent to the dues payable by a member of the Association. The Association agrees to establish and maintain a procedure providing for a refund to any employee demanding the return, of any part of such Agency Fee in accordance with applicable law.

- B. The School District shall deduct and remit dues to the Association on a twice-monthly basis.

3.4 Annuities

The School District shall honor written requests, irrevocable for life of the annuity contract, to reduce an employee's salary by authorizing the School District to contribute an amount equal to such reduction in salary to purchase for his/her benefit, under Section 403(b) of the Internal Revenue Code of 1954 as amended, a non-forfeitable annuity contract. Those members who serve as Lead Evaluators within the meaning of Part 30-2 of the Regents Rules shall be entitled to an annual stipend of \$3,000 per lead evaluator, so long as the requirements of the Education Law and Regents Rules remain the same as those in effect during the 2013-14 school year.

3.5 Hospitalization and Medical Coverage Deductions

The School District shall make the required payroll deduction for employee medical cost set forth in Article 4.1. At the employee's option, this may be done through participation in the "cafeteria" plan described in Article 4.3.

3.6 Refunds

Any employee who receives remuneration for jury duty or workers' compensation while receiving full salary from the School District shall refund such payment to the School District for the period covered, to the extent permitted by law.

3.7 Longevity Compensation

Longevity compensation shall be payable to unit members upon completion of years of service in the District, as follows:

- After 15 years - \$2,000.00
- After 20 years - \$2,500.00
- After 25 years - \$3,000.00

Longevity payments shall be added to the unit member's base salary.

ARTICLE 4 FRINGE BENEFITS

4.1 Hospitalization and Medical Coverage

- A. The School District will pay a percentage of the cost of hospitalization and medical coverage for the administrator and his/her eligible dependents, through the carrier which provides such benefits generally for employees of the School District, as follows:

2006-2007: 90% 2007-2008: 85%
2008-2009 and thereafter: 80%

- B. An administrator eligible for School District-provided hospitalization and major medical benefits may waive all coverage so long as he/she is eligible for dependent coverage on another policy. In such case, the District will pay the administrator \$4,000 for the year in which coverage is waived. Such waivers shall be year-by-year, with a new waiver for to be completed annually. An administrator who has waived coverage may opt back in mid-year, (to the extent allowed by the carrier) for catastrophic reasons (a significant change in personal if family circumstances), in which event the waiver premium will be pro-rated (or as the case may be, refunded to the District) accordingly. The District will continue to make the annual benefits contribution for administrators who waive District-provided benefits.
- C. For administrators who retire from service with the School, District (as retirement is defined by the New York State Teachers Retirement System) with at least 10 years of service in the School District, the School District will pay 50% of the cost for individual health coverage or 35% of the cost for family health coverage during the lifetime of the retiree. Surviving dependents may continue such coverage at their own expense.
- D. 1. Association members retiring from North Salem with at least ten (10) years of service in the School District, and who are eligible to retire under the provisions of the New York State Teachers Retirement System shall have any

one of the following options with respect to the application of sick days and any "nominal days" accrued and unused as of the effective date of retirement (sick days and "nominal days" being calculated as set forth in Article 8.1(D)):

OPTION 1: The district will pay the entire retiree portion of premium for individual retiree coverage at the rate of one year for each thirty (30) days of accumulated sick leave, to a maximum of ten years of coverage (*for example:* if an administrator has 180 days of accumulated sick leave, the District will assume the complete cost of his/her individual coverage for six (6) years). If the retiree has a number of accrued days not exactly divisible by 30, then the coverage will be pro-rated at the ratio of the remaining number of days divided by 30 (*for example:* if the employee has 75 days of accumulated sick leave, the District will assume the complete cost of individual coverage for two years plus $15/30^{\text{ths}}$ of a year, or 2.5 years in total). An association member who had family coverage while on active status and who continues family coverage as a retiree may exercise this option, in which case he/she shall be credited according to the formulate above for the retiree portion of individual retiree premium, and shall pay any balance due. (See also Article 8.1(D)).

OPTION 2-A: The District will pay the entire retiree portion of premium for an association member who had family coverage while on active status at the rate of one year for each sixty (60) days of accumulated sick leave, to a maximum of five years of coverage (*for example:* if the administrator has 180 days of accumulated sick leave, the District will assume the complete cost of his/her family coverage for three (3) years). If the retiree has a number of accrued days not exactly divisible by 60, then the coverage will be pro-rated at the ratio of the remaining number of days divided by 60 (*for example:* if the employee has 75 days of accumulated sick leave, the District will assume the complete cost of individual coverage for two years plus $15/60^{\text{ths}}$ of a year, or 1.25 years in total). (See also Article 8.1(D)).

OPTION 2-B: As an alternative to Option 2-A, an association member who had family coverage while on active status and who continues family coverage as a retiree may opt to have the District pay the dollar amount premium which it would pay for individual retiree coverage calculated (and for the time period) as set forth in Option 1 above, during which period the retiree will be responsible only for the retiree family coverage percentage of the premium (*i.e.* 65%) with respect to the balance. *For example,* if the member retires with 180 days of sick leave, and if the respective total premium costs for retiree individual and family coverage is \$7,000/\$15,000, then the District will pay the entire \$7,000 premium amount for six (6) years, during which period the retiree will pay 65% of the \$8,000 premium balance.

2. Once a retiree's accumulated sick leave is exhausted, the District will revert back to assuming the cost of 50% of an individual's coverage or 35% of family coverage during the lifetime of the retiree – whichever is applicable.

4.2 Welfare Benefits - Trust Fund

The School District will contribute to the Welfare Plan administered by the North Salem Teachers Association on behalf of each administrator at the rate of \$1,170 per year.

4.3 "Cafeteria" Plan

The School District will, provide an Internal Revenue Code Section 125 "cafeteria" plan providing salary reduction for employee portions of hospitalization and medical cost and dental premiums, dependent care expense, and employee unreimbursed medical expense.

4.4 Group Life Insurance

The School District will maintain a group life insurance plan providing coverage in the amount 1.5 times annual salary, rounded to the nearest \$1,000, to a maximum of \$60,000.

ARTICLE 5
UNION MATTERS

5.1 Non-Discrimination

The School District and the Association affirm their continued support of a policy of no discrimination on account of age, race, creed, color, religion, nationality, disability, gender, marital status, gender orientation, political affiliation or Association activity or membership.

5.2 Union Notices and Communications

The School District shall allow the Association to use the internal mailing system for the distribution of Association notices and correspondence.

5.3 Copies of Agreement

The School District shall provide the Association with sufficient printed copies of the Agreement so that each person eligible for membership in the Association (plus an additional 25%) shall have one copy of the Agreement.

ARTICLE 6
EMPLOYEE PROTECTION

6.1 Reasons for Discipline

The reasons for the dismissal or discipline of any administrator, except for layoff, for budgetary reasons, shall be stated in writing and made available to the administrator upon request.

6.2 Right to Representation and Agenda

When an interview or circumstances indicate that disciplinary action against an administrator may be instituted, the interview shall be immediately terminated by the supervisor involved and the administrator shall be given at least two (2) working days' notice (except in cases of, crisis or emergency) of any further interview, the reasons for the interview, and reminded of his/her rights of representation. This requirement shall not apply to the normal observations or evaluations of an administrator. If the above procedure is violated, neither the fact of the interview or meeting nor its substance shall be filed or used in any subsequent proceeding involving said employee.

6.3 No Reprisals

There shall be no reprisals of any kind taken against any administrator on account of membership or participation in the activities of the Association.

6.4 Personnel Files

The District shall maintain one personnel file for each Association member for all records other than medical information, which shall be maintained separately.

Written complaints which are directed to the Superintendent or the Board of Education regarding any administrator shall be promptly called to the administrator's attention and the administrator shall be afforded an opportunity to reply to the same.

No material derogatory to an administrator's conduct, services, character, or personality will be placed in his personnel file unless the administrator has an opportunity to review the material. The administrator will, acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the administrator refuses to sign an item requiring his/her signature, the item may be included in the file with a note to that effect. The administrator will also have the right to submit a written answer to such material, and his/her, answer shall be attached to the file copy.

Administrators, individually or accompanied by an Association representative, will have the right, upon request, to review and make copies of the contents of their personnel files. No administrator shall be shown confidential recommendations received from

sources outside the School District, or within the School District at the time of appointment, promotion or contemplated promotion.

ARTICLE 7
VACATION DAYS

7.1 Vacation Days

Twelve-month administrators earn vacation at the rate of 25 days per year, to be taken in the year following the year in which they are earned. The vacation days allotment will be posted effective July 1st of the year following when it was earned. For partial years of work, vacation days are earned *pro rata*. Unit members who use vacation days during the mid-year winter and spring recess periods shall have each such day count as one-half of a vacation day. This provision shall sunset, becoming null and void in all regards upon the close of business on June 30, 2016.

7.2 Accumulated Vacation Days

Every effort shall be made to use all available vacation days in the year they become available. An administrator who is unable to use all of his/her vacation days in any year may, upon request to and with the approval of the Superintendent of Schools, roll over a maximum of ten days to the following year (i.e. to a maximum accrual in any year of 35 days).

At the conclusion of an administrator's service in the District, he/she will be paid for accumulated and unused vacation days at the rate of 1/220th of final-year salary, to a maximum of 35 days. Unused vacation days have no cash value prior to termination of service.

7.3 Paid Holidays

In addition to paid vacation days, each administrator shall be entitled to fourteen paid holidays per year set in accordance with the CSEA calendar.

ARTICLE 8
LEAVES OF ABSENCE

8.1 Paid Sick Leave Days

- A. Administrators shall be entitled to 20 paid sick days per year, to a maximum accumulation of 220 days during the 2006-2007 school year, and 240 days in the 2007-2008 school year and thereafter.

- B. Employees who enter the Association unit from other positions with the School District shall retain their accumulated sick leave.
- C. Unused sick days have no cash or other value except as expressly provided in Article 8, Section 8.1(D) and Article 4.1(D) of this Agreement.
- D. After a full-time unit member has accumulated 240 sick days, any portion of the additional twenty (20) non-accruable days credited per year, and which are not used in that school year, shall be converted to "nominal days". Unused personal days and unused vacation days beyond the maximum carry-over of 35 days may also be converted to nominal days. However, once such days are converted to nominal days, they may not be used during active employment for any reason. Upon the TRS retirement of the unit member, with a minimum of 10 years of service in the School District, the nominal days (to a maximum of 110 days) will be added to the accrued and unused sick days, and such total of nominal and sick days (to a maximum of 350 days) shall be available for retiree medical coverage as provided in Article 4, Section 4.1(D) of this Agreement. An illustrative example follows:

Sick day opening balance from June 30, 2007	240		
Additional days available July 1, 2007		20	
Sick days used, 2007-2008			7
Days converted to "nominal days" effective June 30, 2008			13
Sick day opening balance from June 30, 2008	240		
Additional days available July 1, 2008		20	
Sick days used, 2008-2009			0
Days converted to "nominal days" effective June 30, 2009			20
Sick day opening balance from June 30, 2009	240		
Additional days available July 1, 2009		20	
Sick days used, 2009-2010			30
Days converted to "nominal days" effective June 30, 2010			0
Sick day opening balance from June 30, 2010	230		
Additional days available July 1, 2010		20	
Sick days used, 2010-2011			4
Days converted to "nominal days" effective June 30, 2011			6
Nominal days credited as of June 30, 2011 (13 + 20 + 0 + 6)			39
Member retires June 30, 2011. Available days computed as 230 + 39 =			269

[Note: this example assumes that no unused vacation or personal days have been converted to nominal days between July 1, 2007 and Jun 30, 2011].

8.2 Personal Leave

Administrators will be entitled to three paid personal days in each school year (non-cumulative), which may be used to conduct personal business which cannot be attended to out of working hours. Except in the case of a *bona fide* emergency, such leave may only be taken with at least two days' prior written notice to the Superintendent of Schools, and with, a statement of the reason(s) therefor. Under no circumstances may paid personal days be used for remunerative activities, or be taken immediately before or after a school vacation period.

8.3 Bereavement Leave

Paid bereavement leave will be granted up to a maximum of five (5) days per year, as approved by the Superintendent, or his/her designee, for the death of a spouse, child, mother, father, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law, or sister-in-law, or other person significant to the bereaved. Requests for bereavement leave not specified in this article may be granted at the discretion of the Superintendent of Schools.

8.4 Childbirth and Adoption of Children.

- A. Illness and disability arising from pregnancy, pregnancy-related conditions and childbirth, will be treated in the same manner as any other illness or disability for the purposes of: sick leave as provided for in this Agreement, statutory disability benefits, and statutorily-mandated leave.
- B. As is the case for any other foreseeable disability or other condition which may result in extended or repeated absence, an administrator who expects to be absent by reason of pregnancy, pregnancy-related conditions or the adoption of a child should notify the Superintendent of Schools at the earliest practicable time of the anticipated dates of absence(s) and return to work in order to permit planning for short-term, long-term and/or transitional arrangements, as the case may be, for the administrator's professional responsibilities.
- C. Statutorily mandated leave to care for a new child following the birth, or in preparation for and following the adoption of the child will be provided in accordance with the applicable statutes and the District's policies adopted pursuant to such statutes.
- D. Upon the written request of an administrator to the Superintendent of Schools, extended parenting leave without pay will be provided for the purpose of caring for a newly-born or adopted child for a period following either the adoption of the child or the birth of the child, and the end of any paid sick leave attributable to the birth or pregnancy, as follows:

1. Where the child is born/adopted during the summer, for the following school year.
2. Where the child is born/adopted during the first academic semester (secondary staff) or prior to the Winter recess (elementary staff), for the balance of that school year, plus the first semester (half-year) prior to the winter recess of the following school year.
3. Where the child is born/adopted during the second academic semester (secondary staff) or after the winter recess (elementary staff), for the balance of that school year and for, the following full school year.
4. Unpaid parenting leave will not be credited towards seniority in the District or for the purposes of accruing sick leave days. Unpaid parenting leave will not count towards salary scale advancement unless the administrator has worked 120 days (inclusive of paid sick leave days) during a school year.
5. An administrator who intends to return to work after unpaid parenting leave must do so by written notice to the Superintendent of Schools at least sixty (60) days prior to the last day of the leave, or will be presumed to have resigned.

8.5 Sick Leave Bank

- A. A voluntary Sick Leave Bank will be established effective July 1, 2004, initially to be funded with **seventy-five (75) sick days** to be contributed by the North Salem Teachers Association, representing days heretofore contributed to the NSTA sick bank by administrators in the unit. Each administrator who wishes to participate in the Sick Leave Bank shall make a personal contribution of five (5) days by sending a letter to that effect to the Superintendent of Schools and the President of the Association not later than September 15, 2004.
- B. An administrator may apply to the Sick Leave Bank in the event of serious, prolonged or catastrophic personal illness, and only after the administrator's personal sick leave accrual has been exhausted. The Sick Leave Bank will be administered by a Sick Leave Bank Committee of two unit administrators and the Superintendent of Schools.
- C. By participating in the Sick Leave Bank, an administrator agrees that decisions of the Sick Leave Bank Committee are final, binding, and non-reviewable.
- D. At such time as the Sick Leave Bank drops below fifty (50) days, the Sick Leave Bank Committee may call upon participants to contribute additional days in increments of five (5) days per participant, but not to exceed fifteen (15) days per participant.
- E. Any administrator may, at his/her election, choose to donate sick days to the Sick Leave Bank. Administrators may donate such sick days at any time, and

there shall be no limit on the amount of sick days that administrators, individually or collectively, may donate to the Sick Leave Bank.

8.6 Public Duty Leave

Administrators required by law to be absent from school to serve on juries shall be granted such leave with full pay and all other benefits. Such administrator will, however, upon receipt of jury duty compensation (excluding expense reimbursement), forward this compensation to the Board.

Administrators who are required to be absent from school to serve on military duty or training will be granted such leave according to New York State law.

8.7 Emergency Leave

The term "emergency leave" shall apply to any circumstance not addressed by Article 8 of the agreement. Regularly employed, full-time administrators may apply for leave for emergency purposes on the form provided by the School District. Whenever possible, requests shall be made in advance of the requested leave dates. Reasons for the requested leaves must be specified. Leaves may be granted or denied at the sole discretion of the Superintendent, or his/her designee. No appeal from the Superintendent's or his/her designee's decision may be made.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 A grievance shall mean a complaint by an aggrieved party (an individual unit member or the Association) that there has been with regard to the employee (or more than one employee or the Association) a violation, misinterpretation or inequitable application of any of the provisions of the contract
- 9.2 The object or purpose of the parties is to encourage the prompt and informal, resolution of grievances. To this end an individual unit member having a grievance shall make a good faith effort to resolve it informally with the Superintendent of Schools before initiating a formal grievance.
- 9.3 A formal grievance shall be filed in writing with the Superintendent of Schools, and shall state the circumstances giving rise to the grievance with sufficient specificity that it shall be fully comprehensible on its face.
- 9.4 Every reasonable effort should be made to process the grievance and to resolve it in a period of four weeks from the date of initiation.

9.5 If the grievance is not resolved by mutual agreement, the Association may appeal it to Advisory Arbitration in accordance with the Rules of the American Arbitration Association.

ARTICLE 10
LOSS OF PROPERTY

Staff members shall not be held responsible for loss, within the school or on a school-sponsored trip, of property or of children's property when such loss is not the fault of the staff member. This does not exonerate the staff member from reasonable responsibility of school property in his/her charge.

Staff members may receive a reasonable reimbursement for the loss through theft or damage through vandalism of their personal property.

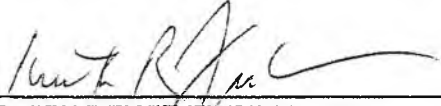
ARTICLE 11
CONFORMITY TO LAW

10.1 If any provision of this Agreement is or at any time shall be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

10.2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

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.

FOR THE NORTH SALEM CENTRAL SCHOOL DISTRICT

BY: 
DR. KENNETH FREESTON
SUPERINTENDENT OF SCHOOLS

DATE: 12-4-13

FOR THE NORTH SALEM PRINCIPALS ASSOCIATION

BY: 
PRESIDENT, NSPA

DATE: 12/4/13

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NORTH SALEM CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE NORTH SALEM PRINCIPALS ASSOCIATION, hereinafter referred to as "the Association";

WHEREBY, the District and the Association agree to incorporate the provisions of their 2011-2013 Collectively Negotiated Agreement into a successor agreement, commencing July 1, 2013 and terminating June 30, 2016, except as modified by the following provisions:

1. **ARTICLE 3, SECTION 3.1(A)** – Delete and replace with the following:

“A. Each unit member employed prior to July 1, 2013 shall receive a 1.6% salary increase effective on that date; and each unit member employed prior to July 1, 2014 shall receive a salary increase of 1.6% effective on that date and each unit member employed prior to July 1, 2015 shall receive a 1.6% salary increase effective on that date.” (At pages 1-2)

2. **[New] ARTICLE, SECTION 3.2 – Retirement Notice Incentive** – Add the following to the Agreement: “Each unit member who gives at least one (1) year’s prior notice of resignation for the purpose of retirement in writing to the Superintendent of Schools shall be entitled to a retirement notice incentive in the amount of \$3,500, payable upon retirement to receive benefits from the NYSTRS.”

3. **ARTICLE 7, SECTION 7.1** – Add the following to the Agreement: [a] after the first sentence:” The vacation days allotment will be posted effective July 1st of the year following when it was earned” and [b] add at the end of the provision: “Unit members who use vacation days during the mid-year winter and spring recess periods shall have each such day count as one-half of a vacation day. This provision shall sunset, becoming null and void in all regards upon the close of business on June 30, 2016.”

4. **ARTICLE 3, SECTION 3.3** – Add the following to the Agreement: “Those unit members who serve as Lead Evaluators within the meaning of Part 30-2 of the Regents Rules shall be entitled to an annual stipend of \$3,000 per lead evaluator, so long as the requirements of the Education Law and Regents Rules remain the same as those in effect during the 2013-14 school year.”

SO AGREED THIS 11 DAY OF OCTOBER 2013, SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.

THE DISTRICT

BY: 

THE ASSOCIATION

BY: 