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AD | 5082

AGREEMENT BETWEEN

THE

GATES CHILI CENTRAL SCHOOL DISTRICT SUPERINTENDENT

AND

THE GATES CHILI ADMINISTRATORS' ASSOCIATION

EFFECTIVE

JULY 1, 2008 THROUGH JUNE 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 17 2009

ADMINISTRATION

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ARTICLE 1

RECOGNITION

1. Pursuant to the New York State Public Employees Fair Employment Act, the Gates Chili Board of Education recognizes the Gates Chili Administrators' Association as the exclusive negotiating representative for all employees in the Administrators' unit.
2. The Gates Chili Administrators' Association shall enjoy the maximum period of unchallengeable representation status as prescribed in Section 208 (2) of the Taylor Law.

ARTICLE 2

DEFINITIONS

1. As used in this agreement:
 - a. BOARD shall mean the Board of Education of the Gates Chili Central School District.
 - b. SUPERINTENDENT shall mean the Superintendent of Schools or his/her designee of the Gates Chili Central School District.
 - c. ASSOCIATION shall mean the Gates Chili Administrators' Association.
 - d. Administrator or Member shall include the High School Principal, Middle School Principal, Elementary Principals, Assistant Principals, Director of Special Education, Director of Athletics, Director of Pupil Services, Director of Staff Development and Planning, Coordinator of CSE, and the Coordinator of Student Services.
2. Any or all newly created or substantially altered administrators' positions with similar community of interests shall be included in this recognition.

ARTICLE 3

ADMINISTRATORS' RIGHTS AND PRIVILEGES

1. The District agrees to deduct from the salaries of administrators professional dues to the Gates Chili Administrators' Association and representative organizations with which it is formally affiliated. Authorization of such deductions shall be provided to the payroll office in writing by the individual prior to September 15.
2. The number of paychecks from which deductions shall be made will be twenty (20).

ADMINISTRATORS' RIGHTS AND PRIVILEGES (Continued)

3. The Association shall have the privilege, upon written approval of the Superintendent or his/her designee, to use school building facilities and equipment for meetings of the Association. The Association shall pay all costs of materials, supplies, custodial services and utilities incidental to such use.
4. The District and the Association agree to furnish each other all records relevant to negotiations and grievances.
5. Members of the Association who are required to appear as witnesses and petitioners for any school related hearings and investigations shall be permitted released time with pay for such hearings and investigations.

ARTICLE 4

RESPONSIBILITIES OF ADMINISTRATORS

1. Members shall perform those administrative/supervisory duties as assigned by the Superintendent in conjunction with defined job descriptions for members of this unit. Written job descriptions shall be available in the District Office for each of the positions in the unit as described in Article 2, Section 1d of this Agreement. Unit members will also, as requested by the Superintendent, serve as the chairperson of one District Committee per year.

ARTICLE 5

THE WORK YEAR

1. The work year for all present members of the Association employed on a twelve (12) month basis will be from July 1 through June 30 of each school year. Members of the Association assigned an eleven (11) month work year shall work the teachers' work year and an additional twenty (20) days as assigned by the Superintendent or his/her designee between July 1 and September 1 of each school year.

ARTICLE 6

VACATIONS: TWELVE MONTH EMPLOYEES

1. All members of the Association assigned twelve (12) months shall be granted, effective July 1, twenty (25) working days of vacation during each appointment year. Each year of service thereafter an administrator will have one day added to their vacation allotment until he/she reaches a maximum annual allotment of 30 days per school fiscal year.
2. Members who are hired after July 1 and on or before September 1 will receive a full vacation year allotment of 25 days. Members hired after September 1 will receive a pro-rated vacation allotment of 1-2/3 days per full month remaining in the school fiscal year. To be eligible for a full year's service credit for purposes of eligibility for an additional day

VACATIONS: TWELVE MONTH EMPLOYEES (Continued)

benefit in a subsequent year a unit member must have been hired on or before January 31st of the preceding school fiscal year.

3. At the sole discretion of the Superintendent, a unit member's vacation allotment at the time of hire may be set at a rate greater than 25 days per school fiscal year but not more than 30 days per school fiscal year.
4. Upon separation from the District, the final year's vacation allotment will be prorated at the rate of 1-2/3 days per month.
5. Legal holidays established by the District pursuant to the school calendar shall not be classified as vacation days, this will include the Wednesday before Thanksgiving Day if it is included as part of the holiday recess on the school calendar.
6. To transfer or accumulate vacation days from one work year to another requires the prior written approval of the Superintendent.
7.
 - a. Deferred vacation time shall, with the approval of the Superintendent, be cumulative up to, but not beyond forty (40) days. A member may defer to the next school year up to fifteen (15) days of vacation time with the prior approval of the Superintendent. In light of the allotment schedule change outlined in #1 above, for the 2008-2009 school fiscal year only, an administrator may exceed the 40 day maximum accumulation to a total of 45 days.
 - b. Unit members may elect to be reimbursed for up to a maximum of twelve (12) unused vacation days. Members must notify the Superintendent by June 1st of their intention and will be paid for these days at their respective per diem rate. For 2008/09, members must notify the Superintendent by June 1, 2008 of their intention, and will be paid for these days at their respective 2007/08 rates. For 2009/10, members must notify the Superintendent by June 1, 2009 of their intention, and will be paid for these days at their respective 2008/09 rates. Effective July 1, 2010 unit members may elect to be reimbursed for up to a maximum of ten (10) unused vacation days. For 2010/11, members must notify the Superintendent by June 1, 2010 of their intention, and will be paid for these days at their respective 2009/10 rates. Such days claimed for reimbursement will be paid at the per diem rate of 1/240 of the unit member's annual salary as applicable.
 - c. At or beyond the age of 54 when a member declares his/her intent to retire within a year, a member will be awarded two and one-half (2.5) additional vacation days of credit for each year of service in the district to a maximum of fifty (50) days deferred vacation time, cumulative up to, but not beyond seventy-five (75) days:
 - d. The Superintendent reserves the right to increase the number of unused vacation days which may be reimbursed, pursuant to Section 5.b. of this article, at his sole discretion.

VACATION: TWELVE MONTH EMPLOYEES (Continued)

8. A member may select at termination of employment the option of payment for unused vacation time up to the accumulated maximum, or the option of taking this vacation time preceding the termination of employment.
9. Administrators must have vacation days approved by the Superintendent prior to use of said days.
10. Unit members may take vacation time after the first week in July and prior to the last two weeks in August of each school year without prior approval of the Superintendent. It is understood that if the Superintendent deems it necessary, administrators will agree to work any days during the period of time described above.
11. Exceptions to the dates outlined above must be approved by the Superintendent.

VACATIONS: ELEVEN MONTH EMPLOYEES

1. Administrators under this category shall work the teacher work year plus twenty (20) days between July 1 and September 1 of each school year as assigned by the Superintendent or his/her designee.

ARTICLE 7

SICK LEAVE DAYS

1. All members shall be credited with fourteen (14) days of sick leave for each year worked (July 1 - June 30) with no maximum accumulation.
2. Upon separation from the District, the final year's sick day allotment will be prorated at the rate of 1-1/6 days per month.
3. Absence for sick leave may be taken for personal illness or injury only. Six (6) days of accumulated sick leave may be used for illness in the family.
4. District employees transferring to Administrative positions will retain all accumulated sick days.
5. The Superintendent of Schools agrees to establish a reserve fund of one hundred and eighty (180) sick leave days. A member who has used up his/her sick leave by an extended absence due to illness or injury may apply to the Superintendent for additional sick leave days from this fund.
6. The Superintendent reserves the right to go beyond the number of days designated above if he deems it appropriate.

7. Upon retirement, unused accumulated sick leave will be reimbursed at the per diem rate of fifty (50) dollars.

ARTICLE 8

EXTRAORDINARY LEAVE

1. The District recognizes that certain circumstances other than personal illness or injury are beyond an individual's control and may require absence from regular duty. Therefore, members may, for compelling reasons, and subject to the approval of the Superintendent or his/her designee, be allowed extraordinary leave of absence with full pay for up to four (4) days annually.
2. Under normal circumstances a written request should be submitted at least two (2) days prior to the expected date of such leave. In the event that the request is denied, the Assistant Superintendent for Personnel will furnish the individual with a written explanation.
3. The four (4) day allowance is not accumulative.
4. If the request is denied, the administrator may appeal to the Superintendent. The Superintendent's decision will be final.
5. The Superintendent may, at his/her discretion, grant additional days.

ARTICLE 9

DEATH IN THE FAMILY

1. It is the purpose of this section to authorize the payment of full salary for a period not to exceed five (5) days to any administrator who is absent as a result of death in the family.
2. For the purpose of this section, the term "family" shall include, but is not limited to: father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law.
3. Notification shall be given to the Superintendent or his/her designee.
4. Leave of absence granted under this policy is not deductible from the leave of absence allowed for illness. The limit of five (5) days is for each occurrence.
5. Under extraordinary conditions, the Superintendent may, at his/her discretion, grant additional time.

ARTICLE 10

SALARIES: JULY 1, 2008 - JUNE 30, 2011

1. All salary increases shall be determined by the Superintendent based on individual performance.
2.
 - a. Individuals shall be notified of their salary increase no later than August 15 of each year of this Agreement and said increase will be retroactive to July 1 of that year and computed for distribution on the basis of twenty-six (26) payments.
 - b. For the 2008-2009 School year the Superintendent shall distribute 4.15% new money as follows:
 - 2% across the board to each returning unit member.
 - A merit pool calculation based upon the June 30, 2008 unit member's salary times 2.15% of those unit members employed on July 1, 2008. Individual merit adjustments from this merit pool shall be at the sole discretion of the Superintendent.
 - c. For the 2009-2010 School year the Superintendent shall distribute 4.10% new money as follows:
 - 2% across the board to each returning unit member.
 - A merit pool calculation based upon the June 30, 2009 unit member's salary times 2.10% of those unit members employed on July 1, 2009. Individual merit adjustments from this merit pool shall be at the sole discretion of the Superintendent.
 - d. For the 2010-2011 School year the Superintendent shall distribute 3.95% new money as follows:
 - 2% across the board to each returning unit member.
 - A merit pool calculation based upon the June 30, 2010 unit member's salary times 1.95% of those unit members employed on July 1, 2010. Individual merit adjustments from this merit pool shall be at the sole discretion of the Superintendent.
3. Upon the receipt of tenure, unit members shall receive a salary increase of \$2,000 pro-rated as necessary from the date of tenure to the end of the fiscal year.
4. The Superintendent reserves the right to pay individuals additional amounts over those designated above.

ARTICLE 11

NEGOTIATIONS PROCEDURES

1. Upon a request of either party for a meeting to open negotiations, not more than fifteen (15) days following the request a mutually acceptable meeting date shall be set. Such meetings shall be held on or before the third Friday in January unless a delay is mutually agreed upon. The party requesting the first meeting will present all its proposals in detail at that meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting the other party will respond in the same manner. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.
2. Following the initial meeting, such additional meetings shall be held until the parties reach an agreement, or until impasse is reached.
3. If impasse is reached then both parties will be subject to procedures under the Taylor Law.

ARTICLE 12

SABBATICAL LEAVE OF ABSENCE

1. A sabbatical leave of absence may be granted by the Board upon the recommendation of the Superintendent to any member who has served in the District for five (5) or more years.
2. Sabbatical leaves shall be requested in writing at least six (6) months prior to the beginning of the requested leave. Subject to the Superintendent's recommendation and Board of Education approval, the member will receive one-half (1/2) of regular salary for a full year leave, or full salary for a half-year leave.
3. Any member receiving a sabbatical shall return to assigned tasks in the District for a period of not less than one (1) year.
4. The member taking the sabbatical leave of absence will be expected upon return to make available to the Board and/or other District personnel a written summary of the information acquired during the leave.

ARTICLE 13

PERSONAL LEAVE

1. Personal leave of absence for family obligations and personal reasons may be granted without pay or paid benefits to association members at the discretion of the Board upon the recommendation of the Superintendent.

2. A written request stating reasons and expected beginning date of such leave must be submitted to the Superintendent for his/her consideration. If the Superintendent approves such leave, he/she shall determine the length of such leave and normally such leaves shall not be granted for more than one (1) year.
3. It is understood that the action of an administrator on such leave accepting a full-time position without the prior approval of the Superintendent of Schools will constitute abandonment of his/her position in the Gates Chili Central School District.

ARTICLE 14

JURY DUTY

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such services will be turned over to the school district less any expenses incurred for parking and food when supported by receipts.
2. When a stipend or payment is received, employees are responsible to submit receipts for related expenses using District reporting procedures.
3. When a stipend or payment is not received for jury duty, employees will be given leave at full salary. Expenses incurred will not be the responsibility of the District when a stipend or payment is not received.

ARTICLE 15

PROCEDURES FOR EVALUATION

1. Evaluation of administrators is the responsibility of the Superintendent and/or his/her designee. It is recognized that the criteria for evaluation is the sole responsibility of the Board and/or the Superintendent and/or his /her designee. Emphasis shall be placed on the improvement of instruction and administrative performances as stated in all Board of Education policies, Administrative Procedures and State Education Department requirements.
 - a. The Superintendent and/or his/her designee will hold a goals-setting conference with each administrator prior to October 30th of each year.
 - b. A mid-year conference and an interim written evaluation will occur prior to February 15th of each year. The written evaluation of the mid-year conference will be forwarded within three (3) weeks of the mid-year conference.
 - c. An End of the Year conference and written evaluation will occur prior to July 31st of each year.

- d. The written reports of the above evaluations are to be signed by both the evaluator and the administrator. The written evaluation will be placed in the administrator's personal folder according to procedures outlined in this Agreement.
2. A committee of three (3) unit members selected by the Association President and three (3) individuals selected by the Superintendent shall meet at the request of either party to review the evaluation process and make recommendations to the Superintendent for his/her approval or disapproval.

ARTICLE 16

PART 1 - HEALTH INSURANCE

Section I.

1. Effective July 1, 2008 for all unit members enrolled in a District medical insurance plan, the District will contribute 95% of the premium for Blue Point Select at the applicable single, sponsor or family rate.
2. Effective July 1, 2010 for all unit members enrolled in a District medical insurance plan, the District will contribute 90% of the premium for Blue Point Select at the applicable single, sponsor or family rate.
3. The District will annually provide the following 105 Plan contributions for those unit members enrolled in the Blue Point Value plan only. The contribution will be equal to 50% of the difference between the applicable Blue Point Values and Blue Point Select rates.
4. Unit members who do not choose to enroll in a health insurance plan as noted above, and who also provide evidence of coverage through a non-District means, shall receive a total annual calendar year opt out payment of \$4,000. This payment will be made to the District's Cafeteria Benefits Fund (CBF) and will be paid in twice monthly installments.

Section II. - Retirement benefit

1. The District will provide health insurance coverage to retiring unit members as noted in Section I above from age 55 or older until they reach age 65 who have otherwise completed at least 10 years of District service. Unit members hired on or after July 1, 2005 must complete 15 years of District service. If a retiree elects not to enroll in the health insurance coverage provided by the District from age 55 until their 65th birthday, he/she shall receive an annual payment of \$4,000 in the Cafeteria Benefits Fund. This payment is conditioned on the retiree providing proof of alternate medical coverage from a non-District means.
2. At age 65 when a retiree's Medicare benefits start, the District will deposit in the CBP of the retiree an amount equal to 95%* of the Medicare Blue Choice" coverage premium and 90% of the Dental and Vision coverage premium provided through Blue Cross and Blue Shield. When a surviving spouse who is covered by the retiree's plan reaches age 65 he/she will be

covered as noted by the provisions above. Recognizing that each affected individual will reach age 65 at a different time, whenever the spouse or retiree reaches age 65 the District will subsequently treat the couple as two single coverage options and provide benefits in accord with the terms noted above applicable for their age. When a retiree predeceases her/his spouse the surviving spouse will be afforded the benefits outlined within this Article for a period of 36 months. At the end of the 36 month period a surviving spouse may continue their health insurance coverage within the District's group at their own expense

- * Unit members retiring on or after July 1, 2010 shall have an amount paid equal to 90% of the Medicare Blue Choice coverage premium.

Section III.

The district will pay the cost for one (1) physical examination for each member for each year of this agreement. A summary statement of the physical shall be filed with the Superintendent and treated as confidential information.

PART 2 – LIFE INSURANCE

1. The District shall pay the cost of the premiums for the term/split dollar life insurance program implemented in 1990 which will insure the individual for triple his/her annual salary while employed. Effective July 1, 2005 \$200,000 of this total benefit will be in a split dollar life benefit and the balance will be in a term insurance benefit.
2. The District will not provide the life insurance benefit outlined in this article to any unit member who declines such benefit in writing, or who fails to meet an insurer's reasonable requests for physical examination, or who has subsequently been judged to be uninsurable by at least two different life insurance providers selected by the District.
3. The life insurance premium will continue to be paid by the District in retirement providing a death benefit equal to \$200,000 providing the retiree accrued at least 10 years service in the District, or 15 years District service for those hired on or after July 1, 2005. A unit member in the District's employment on June 30, 2005 or thereafter can make the following "opt out" decision related to the life insurance benefit providing they have at least 10 years service in the District, or 15 years District service for those hired on or after July 1, 2005. At the time of retirement, a unit member can direct the District to drop her/his life insurance coverage. When this option is exercised, the District will make a one time salary payment in the amount of the accumulated cash value of the policy. The Association recognizes that the value of this option is variable based upon the District's prior to July 1, 2005 discretion to have purchased different life insurance products, including term insurance.
5. Members may add additional coverage at their own expense.

PART 3 – CAFETERIA BENEFITS FUND

1. Effective July 1, 2003, each unit member will be allotted an annual contribution of \$2,950 in the District's Cafeteria Benefits Plan.
2. Retirees with at least 10 years service in the District, or 15 years District service for those hired on or after July 1, 2005, will continue to receive an annual contribution of \$2,950 in their Cafeteria Benefits Fund until their 65th birthday, at which time it will cease.

ARTICLE 17

LIABILITY INSURANCE

1. The District is required by various provisions of the Education Law to provide certain insurance coverage and protection from certain liabilities and expenses for members of the Association. These include the following:
 - a. To save harmless and protect all members of the Association from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person...providing such...at a time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment.
 - b. The employee has an option of using the school district's appointed Attorney, or retain an attorney of his/her choice at no cost to the District.
 - c. The District shall maintain its right to use the school district's attorney in all matters pertaining to the District and represent the District's interest whenever necessary as deemed by the District.
 - d. To provide Workers' Compensation coverage as provided in the Workers' Compensation Law for all members for injuries incurred in actual performance of duty.
2. The District shall maintain insurance which allows it to apply coverage for fire, extended coverage, or vandalism to personal effects of members, while located on the District premises or while the administrator is conducting official District business. This coverage is to be limited to three thousand dollars (\$3,000) for any one person per incident.
3. The District shall provide liability insurance coverage for members with respect to claims and damages arising out of charges of libel, slander, defamation, violation of rights of privacy, false arrest, detention, imprisonment or malicious prosecution.

ARTICLE 18

TAX SHELTERED ANNUITY PROGRAM

1. The Board shall continue their procedures whereby members may take part in a tax sheltered annuity program. The District will add 457 and 401A plan options for unit members.

ARTICLE 19

VACANCIES

1. a. The Superintendent shall give to each member written notice of any vacancy which occurs in any existing administrative position or which occurs as the result of the creation of a new administrative position within the District.
- b. Unit members applying for such vacancies will be granted an initial interview with the Screening Committee for such positions other than that of Superintendent of Schools.

ARTICLE 20

TRANSFERS

1. Voluntary Transfers: Voluntary transfers may be made upon the written request of the Administrator with the concurrence of the Superintendent and the Board.
2. Involuntary Transfers: From time to time in the best interest of the District as determined by the Superintendent and approved by the Board, it may be necessary or advantageous to transfer administrative personnel within the District. In all such cases the individual being transferred will be consulted prior to the transfer taking effect and shall be given reasons in writing leading to the recommendation for such transfer. Involuntary transfers will not be made outside the Administrator's tenure area unless there is mutual agreement in writing on the part of the Administrator and the Superintendent of Schools.

ARTICLE 21

GRIEVANCE PROCEDURE

1. DEFINITIONS

- a. Grievance is a complaint by an employee or group of employees of an alleged violation or misapplication of the terms of any article contained in this agreement.
- b. Immediate Supervisor shall include the Associate Superintendent for Instruction or the Assistant Superintendent for Personnel as is applicable regarding the nature of the grievance.
- c. Superintendent is the Superintendent of Schools.
- d. Grievant is any party named in a grievance who is an aggrieved party.
- e. Party of Interest is any party named in a grievance who is not the aggrieved party.

2. PROCEDURES

- a. Stage 1. A member having a grievance will discuss it with the appropriate immediate supervisor either directly or through an association representative with the objective of resolving the matter informally.
- b. Stage 2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within five (5) working days after the informal discussion in Stage 1. The immediate supervisor will return a written disposition to the grievant within five (5) working days after receipt of the written grievance.
- c. Stage 3. If the grievant is not satisfied with the decision of the immediate supervisor, he/she will discuss it with the Superintendent either directly or through an association representative with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within five working days after the informal discussion. The Superintendent shall be provided with complete written records up to this point. He/she shall render a disposition within ten (10) working days after receipt of all pertinent information.

d. Stage 4. Impartial Third Party

1. If the grievant is not satisfied with the disposition of the Superintendent, he/she may submit the grievance to the consideration of an impartial third party by written notice to the Superintendent within five (5) working days of receiving the Superintendent's written disposition of the grievance.
2. Within five (5) working days after such written notice of submission of the grievance to the consideration of a third party, the Superintendent and the association shall request a list of seven (7) impartial third parties from the American Arbitration Association. The parties will then mutually select the impartial third party by alternate striking throughout the list.
3. The selected third party will hear the matter and will issue his/her disposition. The third party's decision will be in writing and set forth his/her findings of fact, reasoning, conclusions and disposition of the issues.
4. The third party shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
5. The third party shall have no power to add up to, to subtract from, or to modify any of the provisions of this agreement.
6. The decision and award of the third party shall be binding.
7. If the grievant does not act within the specified time limit at each level, he/she shall forfeit the right to continue the grievance. The grievance shall be considered resolved at the last level of action.
8. Any possible costs for the services of the third party, including expenses, if any, will be borne one-half by the Board and one-half by the Association and/or employee.

e. The time sequence at any stage may be waived by mutual agreement in writing.

ARTICLE 22

MILEAGE REIMBURSEMENT

1. Privately owned vehicles, used by the Administrative staff for official school business, shall be provided reimbursement for direct mileage at the rate approved by the Board when such requests are submitted on the appropriate District claim form and approved by the Superintendent.

ARTICLE 23

PAYMENT FOR GRADUATE STUDY

1. The District shall make a one-time reimbursement payment up to six (6) accredited hours of college courses per year for each member of the unit. Payment will be made only if the courses have had prior approval by the Superintendent and/or his/her designee and that the individual shows evidence of successfully completing the course(s). Under extenuating circumstances, the Superintendent and/or his/her designee may approve payment for more than the six (6) hours.

ARTICLE 24

NO STRIKE PLEDGE

1. The Superintendent and the Association recognize that strikes and other forms of work stoppage are contrary to law and public policy. The Superintendent and the Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.
2. The Association affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist, or participate in such a strike.

ARTICLE 25

PERSONAL FOLDERS

1. Each administrator will have the right, upon request and at reasonable times, with the Superintendent or his/her designee present, to personally review the contents of his/her complete personal folder kept in the Administration Building. An Administrator may have a member of the Association accompany him/her during such review.
2. Any item placed in an Administrator's personal folder must be signed by both the Administrator and the Superintendent or his/her designee. A duplicate copy of said item must be given to the Administrator. If an Administrator disagrees with said entry, the Administrator shall have the right to file a written statement on his/her behalf, with copies to all concerned parties, and such statement shall become an attachment to said entry.
3. Said personal folder will be filed in the Associate Superintendent for Instruction's office separate from each administrator's folder. The personal folder will contain only information pertaining to the evaluation and job performance of the Administrator while employed in the Gates Chili School District.

ARTICLE 26

SEMINARS AND WORKSHOPS

1. The cost of seminars and/or workshops, to foster professional growth as determined by and approved by the Superintendent shall be incurred by the Gates Chili Central School District.
2. A committee made up of two (2) Administrators appointed by the Association and two (2) persons appointed by the Superintendent shall be formed to:
 - a. Select appropriate topics.
 - b. Make specific recommendations to the Superintendent including topics and dates for said seminars and/or workshops.
3. The Superintendent shall provide at least two (2) weeks notice to members when scheduling seminars and/or workshops. Three seminars per year may be scheduled. With mutual agreement between the Association President and the Superintendent more may be scheduled. This does not curtail the scheduling of meetings or training during the normal workday for unit members.

ARTICLE 27

ADOPTION LEAVE

The Superintendent of Schools agrees to grant leaves of absence for the purpose of adopting a child of less than school age under the following conditions:

1. Such adoption leaves of absence will be granted without pay or paid benefits.
2. It is required that notice of impending adoption be given to the Superintendent of Schools in writing as soon as the Administrator receives approval for adoption from the adoption agency.
3. Such adoption leave shall be granted for a period of up to one (1) year from the date the leave begins.
4. The length of such adoption leave shall be determined by the Administrator. The results of such determination shall be furnished the Superintendent in writing at least three (3) months prior to the date the Administrator requests reinstatement.
5. Such adoption leaves will commence at such time as determined by the Administrator, in consultation with the adoption agency. The results of such determination will be furnished the Superintendent in writing by the Administrator's adoption agency.

6. An Administrator taking adoption leave for less than a year will have their annual salary prorated for said year.

ARTICLE 28

PREGNANCY AND CHILD REARING LEAVE

1. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth and recovery from are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
2. Administrators disabled due to pregnancy will be expected to return to their respective duties as soon as their physician/school physician considers them to be no longer disabled.
3. Administrators desiring a child rearing leave of absence following the disability of pregnancy may make application for such leave to the Superintendent of Schools.
4. Child rearing leaves will be granted under the following conditions:
 - a. Such child rearing leave will be granted without pay or paid benefits.
 - b. Such child rearing leave shall be granted at the Administrator's option for the balance of the semester in which such leave starts, or for one (1) to four (4) full semesters beyond the semester in which such leave starts.
 - c. An Administrator granted a child rearing leave during the first semester of a school year will retain their established salary step for the year they return to active service.
 - d. An Administrator granted a child rearing leave during the second semester of a school year will advance to the next salary step for the year they return to active service.
 - e. All Administrators returning from approved child rearing leave shall, upon request, be restored to the same or equivalent position they held at the time the leave was granted, if at all possible.
 - f. An Administrator may continue in the District's group health insurance plan upon payment of premiums.

ARTICLE 29

SEVERANCE BENEFIT

1. If an Administrator's position is abolished, the Gates Chili Board of Education shall grant a severance benefit. Such benefit will amount to full payment for all unused accrued vacation time to a maximum of thirty (30) days to the individual affected.

ARTICLE 30

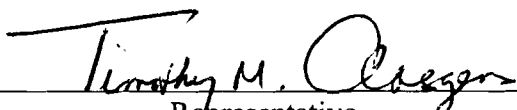
DURATION OF AGREEMENT

1. This contract shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2011.
2. This Agreement between both parties may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

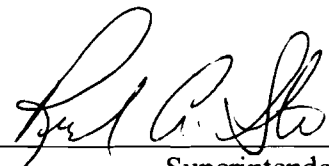
IT IS AGREED UPON BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

GATES CHILI ADMINISTRATORS' ASSOC.

SUPERINTENDENT OF SCHOOLS



Representative



Superintendent

6-17-08

Date

6-17-08

Date