

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

of the

**MAINE-ENDWELL CENTRAL
SCHOOL DISTRICT**

and the

**MAINE-ENDWELL ADMINISTRATORS'
ASSOCIATION
MEAA**



July 1, 2021 through June 30, 2025

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CONTRACT DEFINITIONS AND PROCEDURES

ARTICLE 1 - AGREEMENT

1.1 DURATION

This agreement shall be effective as of day of signing and shall continue in effect July 1, 2021 through June 30, 2025.

1.2 PARTIES TO AGREEMENT

This agreement shall constitute the full and complete commitments between the Superintendent of Schools of the Maine-Endwell Central School District and the Maine-Endwell Administrators' Association. The Maine-Endwell Central School District will hereafter be referred to as the "District." The Maine-Endwell Administrators' Association will hereafter be referred to as the "Association" or "Members."

ARTICLE 2 - RECOGNITION

2.1 UNIT

The Board recognizes the Association as the sole and exclusive negotiating representative with respect to terms and conditions of employment for all Principals, Secondary Assistant Principals, Elementary Assistant Principals, Director of Health, Physical Education, and Athletics, Director of Special Education Services and Director of Auxiliary Services.

2.2 DURATION

Such recognition shall extend to the extent permitted by law.

2.3 NO DISCRIMINATION

The provisions of the agreement shall apply to all personnel covered hereunder without regard to a person's actual or perceived sex, sexual orientation, age, ethnic group, religion, religious practice, race, color, national origin, marital status, military status, gender (identity, expression), disability, weight or predisposing characteristic.

2.4 NEW OR MODIFIED POSITIONS

The Association President will be notified of any newly created supervisory positions. The Association may advise the District of the Association's desire to represent the new positions. The Association will have the right to assist in the study and make recommendations to the District for the placement of the position within a category classification. Once the category is accepted by the District, positions within the bargaining unit during the terms of this agreement will be governed by this agreement. Positions represented by the Association that are modified during the contract period and remain within the unit definition will continue to be represented for the duration of this contract.

ARTICLE 3 - NEGOTIATION PROCEDURES

3.1 NEGOTIATION TEAM

Designated representative(s) of the District shall meet with the representative(s) designated by the Association to reach an agreement on compensation and conditions of employment for the Association.

3.2 OPENING NEGOTIATIONS

No later than February 1st, either party may request a meeting to open negotiations on a successor agreement. A mutually acceptable meeting date shall be set not more than fifteen calendar days following such request.

3.3 INFORMATION FOR NEGOTIATIONS

Upon request the District and the Association shall make available to each other statistics, records and information relevant to negotiations or necessary for the proper administration of this agreement. Requests for information, other than for negotiations or necessary for the proper administration for this agreement, will be processed by following the District/State procedures and regulations on "Access to Public Records."

- At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
- Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and appropriate legislative action by the Board of Education.

ARTICLE 4 – LEGISLATIVE ENACTMENT

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

ARTICLE 5 - INCLUSIVE CLAUSE

- 5.1 This agreement shall constitute the full and complete commitments between both parties and 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.

ARTICLE 6 - SAVINGS CLAUSE

- 6.1 If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

EMPLOYMENT PRACTICES

ARTICLE 7 - VACANCIES

- 7.1 Vacancies or new positions in any administrative or supervisory capacity in the District, whether or not in the bargaining unit, shall not be filled from outside the bargaining unit until all employees within the bargaining unit have had adequate written notice of the requirements for such vacancy and the salary range through notice given to the President of the Association.
- 7.2 On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association's officers and who is its designee for the purpose of vacancy notices.

ARTICLE 8 - LENGTH OF EMPLOYMENT

- 8.1 Principals, Director of Special Education Services, Director of Health, Physical Education, and Athletics, and Director of Auxiliary Services and shall be 260-day employees with a maximum of 25 days paid vacation awarded July 1 of each year. Days may be borrowed during the first year of employment with the approval of the District. There shall also be 12 paid holidays per year.
- 8.2 Assistant Principals shall be 228-day employees with 12 paid holidays per year.
- Building Principals may request Assistant Principals work additional days at the daily rate of 1/228 with the Superintendent's approval.

ARTICLE 9 - TRANSFERS

- 9.1 If a member is transferred out of his position there shall be no reduction in pay to this member during that school year, unless the member requests the transfer.

ARTICLE 10 - NON-RETENTION NOTICE

- 10.1 A member who may not be retained in his present position or whose position is to be abolished will be notified in writing 120 calendar days prior to the end of any one school year if his appointment in such position may not be continued for the next succeeding school year.

ARTICLE 11 - PROFESSIONAL OBLIGATIONS

- 11.1 In the event that a serious charge by the Board is made that professional obligations are not being satisfactorily completed by members of this unit, then the Association upon the individual's written request shall be apprised in writing of such conditions for the purposes of reviewing the charge.

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

ARTICLE 12 - ASSOCIATION RIGHTS

- 12.1 **COPIES OF AGREEMENT**
Final copies of the new agreement shall be made available in sufficient numbers so that each member of the Association will have a copy at no cost to the members. These copies will be made available prior to the close of school in June provided that agreement has been reached in sufficient time.
- 12.2 **COPIES OF BOARD AGENDA AND MINUTES**
The District agrees to furnish the Association President with at least one copy of the tentative agenda or revision of agenda for regular or special meetings. The District will also include the Association President in the distribution of approved minutes of special meetings.
- 12.3 **SCHOOL CALENDAR INPUT**
The school calendar shall be delivered to the Association within a reasonable time after adoption by the Board. Recommendations on the calendars may be submitted by the Association to the Superintendent.
- 12.4 **TENURED ADMINISTRATORS**
A. Where a tenured administrator in the bargaining unit is charged upon grounds set forth in Education Law 3012 as amended from time to time for removal or discipline and probable cause is found by the Board of Education pursuant to Education Law 3020-a, as amended from time to time, the Board shall also set forth in writing the penalty the Board would render in the event of waiver of a hearing as hereinafter set forth.

- B. If the tenured administrator fails to request a hearing as set forth in 12.4.3., such failure shall constitute a waiver of the right to any hearing and shall further constitute agreement by the tenured administrator of the charges and such penalty.
- C. Where the tenured administrator elects to have a hearing, then and in that event, a hearing before a sole arbitrator in accordance with the rules of the American Arbitration Association will apply. The District shall pay the arbitrator's billing and American Arbitration Association charges. If the tenured administrator elects to have a hearing then the hearing shall proceed on the basis of the charges; however, the recommended penalty of the Board will not be divulged to the arbitrator.
- D. If the tenured administrator is suspended, such suspension shall be with or without pay in accordance with the law in effect at the time of suspension. If the tenured administrator disagrees with the question of pay, then the tenured administrator can appeal such question to the Commissioner and thereafter by appropriate judicial review.
- E. The arbitrator is authorized to (i) find that there is no just cause for action against the tenured administrator and direct that there be taken from the tenure administrator's file all reference to this matter; (ii) find that there is just cause for taking action against the tenured administrator and, in such event, the arbitrator may direct a penalty that he considers appropriate, which may be different than those specified in Education Law Section 3020-a.
- F. The tenured administrator waives all rights to proceed in any other forum, except as set forth in paragraph 12.4.4 and paragraph 12.4.7 of this Article.
- G. The findings and penalty arrived at by the arbitrator shall be final and binding on all parties and no review of the arbitrator's decision will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the Civil Practice Law and Rules (unless the Article 75 provisions are waived by mutual consent in writing of the parties).

ARTICLE 13 - DUES DEDUCTION

- 13.1 The District agrees to deduct from the salaries of its employees dues for the Maine-Endwell Administrators' Association and any other affiliated professional organization. Dues shall be deducted on behalf of such bargaining unit member as individually and voluntarily authorized. The District will deduct and transmit monies as hereinafter set forth to the Association treasurer.
- 13.2. The total annual membership dues for those professional associations shall be deducted in ten (10) equal installments beginning with the first regularly scheduled paycheck in October. Original signed dues authorization forms of those employees who have voluntarily authorized the deduction of dues or the cancellation of deduction in effect from a previous authorization for the associations will be furnished to the District no later than sixteen (16) school days prior to the sixth regularly scheduled paycheck.
- 13.3 The final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

ARTICLE 14 - CONTRACT VIOLATION/REDRESS

14.1 DEFINITION

- A. "Grievance" as used in this Agreement is limited to a complaint or request of an employee(s) or the Association, which involves the interpretation or application of or compliance with, the written provisions of the Agreement.
- B. "Days" shall mean school days as designated by the current school calendar.
- C. "Supervisor" shall mean Superintendent, Assistant Superintendent, Building Principal, or Director, whichever the case may be.
- D. "Grievant" is defined as an employee, group of employees, or the Association.

14.2 PROCEDURE

Level 1 – Meeting

Grievance will first be discussed with the aggrieved person's supervisor, at which time the aggrieved employee may:

- 1) Discuss the grievance personally; or
- 2) Request the Association representative to accompany the aggrieved employee, or
- 3) Request the Association representative to act in the aggrieved employee's behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of the right to file a grievance.

Five (5) days after the presentation of the grievance to the supervisor, the supervisor shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Personnel Administrator. Such written decision and reasons shall be signed and dated by the Supervisor and the Association President upon receipt by the Association President.

Level 2 – Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, the grievant may within five (5) days file with the Personnel Administrator an appeal in writing, on a form supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 is unsatisfactory.

The Superintendent, or his/her designee, shall meet with the aggrieved employee and the aggrieved employee's representative (if the aggrieved employee desires a representative) at a reasonable time and place designated by the Superintendent within five (5) days after the presentation of the appropriate appeal documents to the Personnel Administrator's office.

Within five (5) days after making such a meeting or meetings, the Superintendent, or his designee, shall make a decision in writing, setting forth conclusions with respect to the

grievance. A copy of such decision shall be given to the aggrieved employee and the Association who will sign and date upon receipt.

Level 3 – CPLR, Article 78

If the aggrieved employee is not satisfied with the disposition of the grievance at Level 2, the grievant may commence a proceeding to review a claimed violation by the Supreme Court of New York State under a proceeding under CPLR, Article 78. The District waives any required notice specify by Education Law 3813.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 The District retains the exclusive right to manage its educational operation and facilities, except as limited by this agreement or by law.
- 15.2 EVALUATION
- A. Each Association Member will be evaluated annually by their immediate supervisor, the Superintendent of Schools, or his or her designee.
 - B. All members of the unit will be required to establish one goal, annually, which is in alignment with the Comprehensive District Education Plan targets. The goals will be presented to the Superintendent by October 15th of each school year for approval. Members shall use the Maine-Endwell action planning worksheet to design their strategies for achieving their goal. Success of the goal will be measured qualitatively and quantitatively. The process and the follow through on the strategies are as equally important as goal attainment. A mid-year meeting will be scheduled prior to February 15th to report progress of goals to the Superintendent. A final meeting will be scheduled before June 1st. At this meeting the qualitative and quantitative information will be shared with the Superintendent. Members should reflect upon their most successful strategy and least successful strategy. Each member shall list the successes, challenges and implications for continuous improvement for the selected strategies. District agrees to remove the stipend and add a one-time dollar amount of \$2,000 to BUM base salary for the 2021-2022 school year.
 - C. A committee comprised of Association representatives and District representatives will be established annually to develop an evaluative tool and procedures for principals to be instituted during the school year.
- 15.3 Association members will be immediately notified in writing when any document is added to their Personnel Folder. Unit members will be allowed to review the document and afforded the opportunity to attach a written response within ten (10) days of notification. In addition, if they so desire, they will be allowed to have a member of their bargaining unit and or a representative of SAANYS present when this or any document is being reviewed.

COMPENSATION AND BENEFITS

ARTICLE 16 - COMPENSATION

16.1 SALARY – Percentage Increases:

Salaries will be increased in accordance with the following schedule for Association members.

2021-22 = 3.25%

2022-23 = 2.95%

2023-24 = 2.95%

2024-25 = 2.95%

16.2 LONGEVITY

Association members will receive a \$1500 longevity award upon completion of their eighth (8) year of service to the district. The \$1500 will be added to the base salary prior to the percent increase being applied.

ARTICLE 17- INSURANCES

17.1 INSURANCE

MEAA Employee Contribution to Premium of “NEW” Plan 7/1/2021 - 6/30/2025

School Year	Family	Individual
2021- 2022	20%	27%
2022-2023	20%	27%
2023-2024	20%	27%
2024-2025	20%	27%

District Contribution to MESSA members Health Savings Account

School Year	Family HSA Contribution	Individual HSA Contribution
2021-2022	\$7000	\$3500
2022-2023	\$7000	\$3500
2023-2024	\$7000	\$3500
2024-2025	\$7000	\$3500

*Prescription Cap at 3x’s current limit and all other provisions negotiated with other Bargaining Groups.

- A. The District is not required or responsible to make contribution to any government agency, such as the Social Security Administration on account of benefits which may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.
- B. The District shall pay each eligible employee, who elects not to participate in the Health Insurance Plan identified in this article the fixed sum of money or prorated portion thereof, of \$3500.00.
- C. An employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.
- D. An employee who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.
- E. An employee who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in their Health Insurance Plan. The District reserves the right to restrict the number of times an administrator elects to participate in the Health Insurance Plan or this alternative in any one school year.

17.2 DENTAL INSURANCE

The District hereby agrees to pay on behalf of each member 100 percent dental insurance - Individual or Family Plan.

17.3 FLEXIBLE BENEFIT PLAN

A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.

17.4 LIFE AND DISABILITY INSURANCE

The District agrees to pay a premium of up to \$500.00 for group life and disability insurance for each member of the unit

17.5 PERSONAL PROPERTY DAMAGE

Association members will be reimbursed for personal property damage that is verified to have occurred on school grounds or as related to their duties and responsibilities in the amount not covered by personal insurance and will include insurance deductibles. The district shall reimburse association members for up to \$500 for the reasonable cost of replacing or repairing dentures, eye glasses, contact lenses, hearing aids, or similar bodily appurtenances not covered by Workers Compensation and any clothing or other personal property damaged or destroyed while the association member was disciplining or restraining a student or students in the scope of their employment and/or otherwise acting in the scope of their employment.

17.6 ASSAULT ON ASSOCIATION MEMBER

To be eligible for Workers' Compensation or this Article, all accidents and injuries on the job, no matter how trivial they may seem, must be reported to the Business Office within fifteen (15) business days.

Association members will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent of Schools and commit the incident to writing within forty-eight hours, except in extenuating circumstances.

If a physical assault on an association member results in lost time, the member shall be paid in full for as long as the disability lasts up to a maximum period of one hundred and eighty (180) workdays from the date of the assault. All paid absences under this article shall not be deducted from accumulated sick leave to which an administrator may be entitled under this agreement. The parties further agree that if the administrator receives an award under Worker's Compensation, the District shall be reimbursed and or receive an offset against the said award for the full amount of any monies paid under this article. To be eligible for this benefit, the Association member must be examined by the District's physician, and the District's physician must certify that the bargaining unit member is physically unable to return to work.

The District's obligation to a bargaining unit member who is physically assaulted on the job shall not exceed 100% of the bargaining unit member's salary. This calculation shall include any workers compensation benefits and/or disability insurance received by the bargaining unit member. For instance if a bargaining unit member earning gross wages of \$1500 per week receives \$1,000 in workers compensation benefits and \$250 per week in disability insurance, the District shall pay the bargaining unit member \$250 per week, less regular withholdings and deductions.

ARTICLE 18 - PERSONAL LEAVES

18.1 DEFINITION

- A. Immediate Family - Includes mother, father, son, daughter, spouse, brother, sister, mother-in-law, and father-in-law.
- B. Emergency Medical Attention - Includes situations requiring immediate medical attention of an emergency nature.
- C. Non-Emergency Medical Attention - Includes regularly scheduled medical appointments.

18.2 SICK LEAVE

- A. Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.
- B. An employee shall earn sick days at the rate of 1.2 days per month or major part of a month worked, cumulative without limit.
- C. The District may require proof of illness after an absence of five consecutive days or if an employee has used an extraordinary number of sick days during the school year. Written notice of accumulated sick leave shall be provided each employee on September 1 of each year.

18.3 SICK BANK

A. Purpose

The purpose of the Sick Leave Bank is to provide additional sick leave days to Maine-Endwell Administrator's Association employees in the event of a prolonged serious illness, injury, accident or operation. The Sick Leave Bank will not be used for optional, elective or voluntary procedures. Days may be requested from the Bank only after the employee has exhausted all his/her accumulated sick time, vacation time and personal business days.

B. Eligibility

All support staff employees working under the terms and conditions of the Maine-Endwell Administrator's Association Collective Bargaining Agreement who are eligible for sick leave benefits and have one (1) year of continuous unbroken service to the District.

C. Funding, Repayment and Participation Rights

- The initial funding of the Sick Bank will occur on July 1, 2015. The Sick Bank will be funded as follows. All support staff members will contribute one (1) sick day at 12:01 a.m., July 1, 2015. The District will contribute three hundred (300) days to the Bank.
- Subsequent contributions to the Bank will occur as follows: Newly hired employees will contribute one (1) day after completing one (1) year of service with the District. Additionally, each employee will donate one (1) day of their sick leave to the Bank on July 1, of each year and the Board of Education will match the employee group's donation. An accounting of sick time remaining in the Bank will be made each June 30. However, should the Sick Bank contain at least one hundred (100) days on this date, no employee will be assessed nor will the Board.

In the event the Sick Leave Bank is depleted and drops below one hundred (100) days, support staff employees shall be required to donate one (1) day to help refund the Bank. The District will match the donation made by the support staff employees.

- The current cap on the number of sick days in the Sick Bank will be four hundred (400) days.
- Support Staff employees who borrow from the Sick Leave Bank shall be required to reimburse the Bank on July 1 of each school year as follows:

<u>Balance of Days Owed</u>	<u>Repayment Amount</u>
1-10 days	1
11-30 days	2
31-50 days	3
51-100 days	4
101 + days	5

- * Support Staff employees with an existing balance under the old Sick Bank system will be responsible for reimbursing the Bank in accordance with the above-referenced provisions.

- * Support employees having a balance due, can elect to repay the Sick Bank in a more expeditious fashion by notifying the District Office and accelerating the repayment schedule.

- An employee will lose the right to use the benefits of the Bank by:
 - 1) Termination of employment with the Maine-Endwell Central School District.
 - 2) Suspension without pay during the period of suspension.
 - 3) Any abuse or misuse of the rules of the Sick Leave Bank.

D. Sick Leave Bank Committee

- The Sick Leave Bank Committee will consist of three (3) members including the Superintendent of Schools/or his or her designee, and two (2) members of the Maine-Endwell Administrator's Association. The bargaining unit members on the Committee will be appointed by the Maine-Endwell Administrator's Association Executive Committee.
- The School Physician will serve in an advisory capacity to the Sick Leave Bank Committee on an as needed basis.
- To be approved for membership on the Sick Leave Bank Committee an employee must have a good attendance record.
- The Sick Leave Bank Committee will meet on an as needed basis to consider qualified requests.
- The Committee shall determine the number of days approved up to fifteen (15) per request and reserves the right to approve, disapprove, or modify the days requested.
- The Committee may refuse to consider an application that does not contain the required information.
- Any decision of the Sick Leave Bank Committee is final and shall not be subject to the grievance procedure.

E. Use of Sick Bank

- The maximum number of days a participant can draw from the Sick Leave Bank will be capped at two hundred (200) for the first ten (10) year employment period beginning on the employee's 1st anniversary of employment. There shall be a maximum lifetime cap of three hundred (300) days. Days repaid to the Sick Bank will not count towards this cap. (This maximum lifetime cap of three hundred [300] days will not include days used by employees under the old Sick Bank system.)
- Employees must use all available sick leave, vacation time and personal business leave prior to receiving days from the Sick Bank. An employee who suffers a qualifying event, which extends at least ten (10) days beyond the available sick leave, may apply for a grant from the Sick Leave Bank on the appropriate form. If leave is granted by the Sick Bank Committee, benefits will be retroactive to the first day of need.
- If an employee does not use all of the days granted from the Sick Bank, the unused Sick Leave Bank days will be returned to the Sick Bank.
- The Sick Leave Bank may only be used for the employee's own personal illness.
- Sick leave from the Sick Leave Bank may not be used for disabilities that qualify the employee for Workers' Compensation Benefits. (Sick Leave Bank

participants receiving sick leave in lieu of Workers' Compensation, due to a contested claim, will be responsible for reimbursing the Sick Bank should they be awarded Worker's Compensation.)

- Each separate application for a grant from the Bank must include a new physician's statement and an application on an appropriate Sick Leave Bank Form.
- All requests to draw upon the Bank must be made upon a Sick Leave Bank Request Form and be submitted to the Committee.
- All requests to draw upon the Bank must be accompanied by the Sick Leave Bank Physician's Statement confirming the cause of illness or confinement and certifying the existence of a disability to perform assigned duties. The employee's physician must personally sign the form. The Committee will not honor any physician's statement unless it is on the official Sick Leave Bank Physician's Statement Form.
- The Sick Leave Bank Committee shall have the right to request additional medical information if it deems such information necessary as well as the right to have the applicant examined by a School Physician or a physician designated by the School Physician. This physician's report is to be sent directly to the Superintendent of Schools to be submitted to members of the Committee for action.
- In case an employee's incapacity is of such a nature that he/she cannot personally apply with the Sick Leave Bank, his/her application may be submitted to the Committee by his/her agent or member of his/her family on his/her behalf.

F. Donations

- Employees who retire from the District who are not eligible for the retirement benefit in Article XXI, Section F of this Agreement, or who have excess sick days after participating in the retirement benefit, will have fifty percent (50%) of the balance of their unused/unpaid sick leave deposited in the Sick Leave Bank. Employees who resign from their employment will have fifty percent (50%) of the balance of their unused sick leave deposited in the Sick Leave Bank.
- An employee may donate accumulated sick leave to the Bank.
- An employee may also donate sick leave to a designated needy recipient a number of sick leave hours with the Sick Leave Bank Committee's expressed approval. The decision of the Sick Leave Bank Committee is final.

G. Forms and Guidelines

- All forms (Sick Leave Bank Request Form and Physician's Statement Form) shall be available in any School District office and shall be sent to any employee at his/her request.
- Copies of all completed forms shall be kept on file in the District files of the Sick Leave Bank in the office of the Superintendent of Schools.
- The Superintendent of Schools shall maintain all records regarding the operation of the Bank and will function as the Sick Leave Bank Committee Representative. A report on the status of the Sick Leave Bank will be made available to Sick Leave Bank Committee members upon request.

These guidelines may be amended upon recommendation of the Sick Leave Bank Committee followed by the approval of the Superintendent of Schools and the Maine-Endwell Administrator's Association Executive Committee.

Procedures for deciding any questions not covered herein:

Any questions concerning regulations or application for sick leave days that may arise after adoption of this policy and not specifically covered herein, shall be submitted to the Sick Leave Bank Committee for consideration.

- H. Notice of exhaustion of accumulated sick leave shall be provided. If, however, such notice is not provided prior to exhaustion, the employee may borrow without written notice of intent until such time notice is given.

18.4 PERSONAL BUSINESS LEAVE

- A. Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.
- B. An employee shall be granted up to four (4) personal business leave days per year, non-cumulative. Employee's personal business leave days will be prorated on the basis of one (1) day per three months or major part of month worked (maximum three (3) days) for employees entering the District during the school year. Any personal business leave days not used by July 1, shall be transferred to the employee's sick leave accumulation.

Assistant Principals have the ability to code their days as either Personal Business or Vacation for up to (4) days per year. Assistant Principals cannot buy back or carry over Personal Business or Vacation days into the next school year as vacation days.

- C. A minimum of a quarter (1/4) day may be taken when the District does not have to pay for additional coverage.
- D. All other personal business leave days must be taken in half (1/2) day increments.
- E. To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available or is not required.
- F. The employee must apply in writing at least three (3) days in advance certifying that:
- the personal business leave could not be conducted outside of the school day or school year.
 - no outside remuneration will be received,
 - the personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday,
 - the personal business leave will not be used for recreational purposes.
- G. In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

18.5 BEREAVEMENT LEAVE

- A. Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- B. An employee shall be granted five (5) days per death. Further, the Superintendent may grant bereavement leave for circumstances resulting from a death of other than above based upon extenuating circumstances satisfactory to him. Such leave may be granted from one to five days upon written request to the Superintendent and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

18.6 SHORT-TERM LEAVE

- A. Short-term leave is unpaid leave for absence of ten (10) days or less for personal business which cannot be conducted outside the school day or school year.
- B. To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least ten (10) days in advance certifying that:
 - the short-term leave could not be conducted outside the school day or school year,
 - the short-term leave will not result in a daily compensation rate higher than that of employment in the District,
 - the short-term leave will not be used for a vacation or holiday or to extend a vacation or holiday,
 - a short-term leave will not be applied for within the next two academic years next following the granting of a short-term leave.
- C. Approval must be received by the District in writing prior to the leave.
- D. In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

18.7 LONG-TERM LEAVE

- A. Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twenty-four (24) school months for personal business which cannot be conducted outside the school day or school year.
- B. All long-term leaves must terminate at the end of the school year. All employees on leave must notify the District by March 1 of their intention to return or not to return to the District.
- C. To be eligible for long-term leave:
 - written application must be made at least ninety-(90) calendar days in advance,
 - the supervisor must certify that appropriate coverage is available, and
 - board approval must be obtained prior to the leave.

18.8 OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE 19 - VACATION CARRY OVER

- 19.1 Twelve-month employees shall be allowed to carry over fifteen (15) unused vacation days into the next succeeding year or years. Said accumulation shall not exceed forty-five days (45) in addition to whatever vacation allowance may be in effect in said succeeding year. Any carry over of vacation time heretofore provided by Board resolution or action shall be included in said 45 day limitation or accumulation.

The District will compensate twelve-month employees at their per diem (1/240) rate for each day, to a maximum of ten (10) days annually, for unused vacation days.

The District shall keep a running total of any and all vacation days accumulated by each Association member regardless of, and separate from, any limitations placed upon the use or payment of vacation days required by the collective bargaining agreement. The District shall provide each Association member that total in a document made in the ordinary course of business at least once per year and shall also make that running total available to each Association member on a per inquiry basis as practicable.

ARTICLE 20 - REIMBURSEMENT FOR TRAVEL

- 20.1 Mileage for approved travel shall be paid at the allowable rate established by the IRS from time to time.

ARTICLE 21- TUITION WAIVER - NON-RESIDENT

- 21.1 The parties agree that the board resolution dealing with school employees and tuition fees for Kindergarten, grades 1-6 and grades 7-12 will be waived for non-resident children of administrators employed by the district in other than substitute positions. The provisions of this resolution shall otherwise apply. The District shall not provide transportation.

ARTICLE 22- PROFESSIONAL DEVELOPMENT/MEMBERSHIPS

- 22.1 Each Association member will be allocated \$1000 annually to be used for, but not limited to membership in professional organizations, subscriptions to professional publications, on-line services, professional conferences and continuing education. Expenditures must have prior approval of the Superintendent and approval shall not be unreasonably withheld.

Receipts for expenditures must be presented by unit members for reimbursement.

- 22.2 Tuition Reimbursement- Association member can be reimbursed for one graduate class per school year at the SUNY rate not to exceed \$1500. The class must be related to the Association member's duties and responsibilities. A grade of B+ or better is required in order for reimbursement. Expenditures must have prior approval of the Superintendent and approval shall not be unreasonably withheld.

ARTICLE 23- SNOW DAYS

- 23.1 Bargaining Unit Members are not required to report to work on “snow days” or other such days schools are closed due to emergencies or natural disasters unless otherwise directed by the superintendent or his/her designee.

ARTICLE 24- RETIREMENT INCENTIVES AND BENEFITS

24.1 HEALTH INSURANCE

- A. Those individuals who have resigned from the Maine-Endwell Central School District in order to receive retirement benefits from the New York Teachers Retirement System, or the New York State Employees Retirement System, on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as members actively employed by the District. Upon the death of a retiree, a spouse may continue the reimbursement plan, paying the full charge for an individual benefit plan.
- B. Any individual who retires under this contract will have their employee contribution percentage capped at the current percentage (%) of the contract in which they retire for an individual or family.
- C. The District is not required or responsible to make contribution to any government agency, such as the Social Security Administration on account of benefits which may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.
- D. Those unit members hired on or after July 1, 2005 must work (10) years in the district to be eligible for the health care insurance benefit in retirement.
- E. Upon becoming eligible for Medicare, the employee's or retiree's health insurance plan shall automatically become secondary and Medicare shall be the primary form of insurance.

24.2 DENTAL INSURANCE

Upon retirement from the Maine-Endwell School District, each member will be entitled to keep their dental insurance (individual or family) but will be required to pay the full premium.

24.3 LIFE AND DISABILITY INSURANCE

Upon retirement from the Maine-Endwell School District, each member will be entitled to keep their group life and/or disability insurance but will be required to pay the full premium.

24.4 SICK LEAVE/RETIREMENT INCENTIVE

- A. Sick leave incentive provides for payment upon retirement for unused sick leave either in a Lump Sum Payment or Alternative to Lump Sum Payment (see section 24.4.6)

- B. Upon retirement from the NYS Teachers Retirement System, or the NYS Employees Retirement System, and when written notice is given to the District by March 1, prior to resignation on June 30, payment is based on the following formula:

$$\begin{array}{rcccl} \text{Accumulated} & & \text{Highest 3 Year} & & \\ \text{Sick Leave} \times 25\% & \times & \frac{\text{Final Average Salary}}{\text{Designated Work Year}} & = & \text{Max. of \$30,000} \\ & & \text{(in days) for the Position} & & \end{array}$$

- C. Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

- D. Non-elective Employer 403(b) contribution:

- The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1 or later, and who avail themselves the District's negotiated retirement incentive and/or payment for accumulated leave days.
- The contribution will be placed into a 403(b) program of the unit members choosing, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.
- The District will remit the contribution within thirty (30) days, following the retirement date.
- The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.

- E. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

In the event that the contribution exceeds acceptable contribution limits, the employer agrees:

- 1) To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
- 2) If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

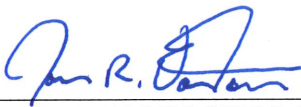
- F. The bargaining unit member must execute a hold harmless and indemnification agreement with the District as a condition to receiving the benefits set forth in this article.

- G. The Association and the District will agree upon a single 403(b) provider under this article.

24.5 VACATION PAY OUT

When retiring from the district the employee shall be entitled to compensation for unused vacation days to a maximum of 67 days. The District will compensate twelve-month employees at their per diem (1/240) rate for each unused vacation day.

SIGNATURES



JASON R. VAN FOSSEN, SUPERINTENDENT
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

3/22/2021

DATE



MICHAEL AUBEL, PRESIDENT
MAINE-ENDWELL ADMINISTRATORS' ASSOCIATION

3/22/21

DATE

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on March 18, 2021.



MICHELLE ANDREWS, CLERK
BOARD OF EDUCATION

3/22/21

DATE