

# AGREEMENT

Between the

SHENENDEHOWA CENTRAL SCHOOL  
DISTRICT

And the

SHENENDEHOWA ADMINISTRATORS'  
ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027

**Table of Contents**

1. TERM OF AGREEMENT .....1

2. DEFINITIONS .....1

3. RECOGNITION .....1

4. LENGTH OF WORK YEAR .....2

5. ADMINISTRATIVE RESPONSIBILITIES .....4

6. COMMUNICATION WITH THE BOARD AND THE DISTRICT OFFICE .....4

7. VACANCIES AND TRANSFERS .....5

8. APPRAISAL PROCEDURE .....6

9. PERSONNEL FOLDERS .....7

10. CALCULATION OF SALARY .....7

11. PAYROLL DEDUCTIONS .....8

12. FLEXIBLE BENEFITS PLAN .....8

13. PROFESSIONAL DEVELOPMENT FUND .....8

14. TUITION REIMBURSEMENT .....9

15. VACATION/LEAVES .....9

    a. Vacation .....9

    b. Sick Leave .....9

    c. Sick Leave Bank .....10

    d. Family Illness Leave .....10

    e. Bereavement Leave .....10

    f. Personal Leave .....11

    g. Sabbatical Leave .....11

    h. Absence Report Form .....12

    i. Leave for Child Birth, Adoption, or Foster Care Placement.....12

    j. Family Medical Leave Act (FMLA) .....13

    k. Departure Prior to Retirement.....14

16. INSURANCE .....14

    a. Life Insurance .....14

    b. Health Insurance .....15

    c. Disability Protection Insurance .....18

    d. Vision Care Benefits .....18

17. BENEFITS IN RETIREMENT .....19

a. Life Insurance .....	19
b. Insurance Premium for Retirees .....	19
c. Vacation Days .....	19
d. Payment for Remaining Sick Leave Days .....	20
e. Payment to Designated 403(b) Account .....	20
18. GRIEVANCE PROCEDURES .....	21
a. Definition of Grievance .....	21
b. General Considerations .....	21
c. Time Limits .....	21
d. Four-Step Grievance Procedure .....	21
19. INDEMNIFICATION .....	23
20. MEMORANDUM OF UNDERSTANDING .....	24

**1. TERM OF AGREEMENT**

This Agreement, and all the provisions herein, shall be for the period July 1, 2024 through June 30, 2027, except as otherwise provided.

**2. DEFINITIONS**

- a. "Members" or "Administrators" refers to Elementary, Middle and High School Principals, Middle School Assistant Principals, High School Associate Principals, High School Class Assistant Principals and Academic Administrators.
- b. Board of Education is shortened to "Board."
- c. A "school year" is from July 1st of one year to June 30th of the following year.
- d. Shenendehowa Administrators Association is shortened to SAA.

**3. RECOGNITION**

- a. The Board having duly recognized the Shenendehowa Administrators Association (SAA), an affiliate of the School Administrators Association of New York State, as the exclusive representative of all administrators agrees to negotiate in good faith to reach agreement over the establishment or modifications of policies dealing with terms and conditions of employment and matters related thereto. The professional positions incorporated in such recognition include, but are not limited to, the following:
  - 1) Elementary, Middle and High School Principals
  - 2) High School Associate Principals
  - 3) Middle School Assistant Principals
  - 4) High School Class Assistant Principals
  - 5) Academic Administrators
- b. Should any new administrative positions be created by the District and deemed consistent with the requirements of membership as established in this Agreement and the constitution and by-laws of SAA, such position may be deemed appropriate for representation by SAA. The position will be defined by the District and subsequently discussed with SAA. Inclusion within SAA will be rendered using the process of Memorandum of Agreement and the terms and conditions of employment of a person to fill such position shall be governed by this Agreement.

#### **4. LENGTH OF WORK YEAR**

- a. All administrators in SAA will have a work year of eleven (11) months.
- b. From July 1st through August 31st, each SAA member will designate twenty-one (21) days as summer work days. The twenty-one (21) summer work days shall be submitted in writing to the Superintendent's office by June 1st of each year, to ensure ample coverage and prepare buildings for the opening of school in September.
- c. From September 1st through June 30th, SAA members will be entitled to the following non-work days, as found on the school year calendar adopted by the Board of Education:

Labor Day  
Rosh Hashanah or Yom Kippur  
Columbus Day  
Veteran's Day  
Thanksgiving Recess  
Winter Recess  
Lunar New Year  
Martin Luther King Day  
Mid-Winter Recess  
Good Friday and Spring Recess  
Memorial Day Recess  
Juneteenth

- d. SAA members shall be entitled to the day in July celebrated as Independence Day as a non-work day.
- e. The Superintendent, by the preceding August 1st of each year, shall designate two (2) summer work dates for the purpose of holding an administrative retreat. It is expected that, barring an unforeseen emergency, all SAA members will work these two (2) dates.
- f. Newly hired SAA members who, with the advance approval of the Superintendent, work less than twenty-one (21) summer work days may make up the appropriate number of missed summer work days during a time period agreed upon by the newly hired member and direct supervisor and approved by the Superintendent or his/her designee, with summer work days paid at the per diem rate when completed.
- g. SAA members who, with the advance approval of the Superintendent, work more than twenty-one (21) summer work days shall be compensated

at their per diem rate for each day worked in excess of the twenty-one (21) summer work days. This does not apply to a SAA member serving in an administrative capacity for summer school or any summer program for which a stipend is paid.

- h. The appointment of the Secondary Summer School Principal shall be completed via an internal competitive application process, opened to all SAA members. The position can be shared by two SAA members with an agreement from the District. Each year the posting shall be made in August or September for the following summer.

If there are no voluntary interested applicants by November 1<sup>st</sup>, SAA shall canvass its membership and provide a listing of potential SAA applicants by December 1<sup>st</sup>. If there are no volunteers, the District shall appoint the individual with the least seniority within the titles of Associate Principal, Assistant Principal, and Class Assistant Principal by January 15<sup>th</sup>. No one shall be assigned involuntarily in successive years.

The summer school principal will be responsible for all administrative tasks associated with the summer school program including: interviewing and hiring, set up of program, registration of students, coordination of summer program offerings, Regents review and exams, supervision of staff and close out tasks. The summer school principal will develop a final report for the Board of Education.

The secondary summer school principal will receive a stipend of \$9,000 for the full-time position, which covers any days of work required to fulfill the responsibilities including but not limited to the dates when summer school students are in session. The obligation to work 21 days in the summer as set forth in article 4 will be fulfilled by undertaking full summer school principal duties and meeting all other professional responsibilities. If co-principals or co-assistant principals are selected, such stipend would be pro-rata and workday obligations, including their obligation to work 21 days in the summer, will be mutually agreed upon and authorized by the Superintendent prior to appointment.

The district agrees to maintain the position of Summer School Assistant Principal. The Summer School Assistant Principal will receive a stipend of \$6,000 for the full-time position, which covers any days of work required to fulfill the responsibilities including but not limited to the dates when summer school students are in session.

- i. The obligation to work 21 days in the summer as set forth in Article 4 will be fulfilled by undertaking leadership duties of a Board-approved summer

program that extends 21 days or more and meeting all other professional responsibilities. For a Board-approved summer program that is less than 21 days, the obligation to work 21 days in the summer will be mutually agreed upon and authorized by the Superintendent prior to appointment. If co-administrators are selected, such stipend would be pro-rata and workday obligations, including their obligation to work 21 days in the summer, will be mutually agreed upon and authorized by the Superintendent prior to appointment.

## **5. ADMINISTRATIVE RESPONSIBILITIES**

A responsibility of administrators is to regularly interact with the Superintendent and Board on matters relating to school programs. It is understood, therefore, that SAA members will be asked to provide input and relevant data on such topics as negotiations, policy development, and the formation of District committees. The Superintendent and his/her designees shall meet at least quarterly with the President of SAA and its officers to develop appropriate procedures, processes, or mechanisms by which the sharing of input in these areas will occur.

## **6. COMMUNICATION WITH THE BOARD AND THE DISTRICT OFFICE**

- a. The Board desires to continue an "openness" of communication with SAA members. SAA members recognize that standard organizational channels of communication are the appropriate vehicle for submission, discussion and refinement of information and recommendations. If the President of SAA finds reason to believe these channels are not functioning properly, he/she may approach the Superintendent directly to discuss the issues and direct any specific recommendations to him/her.
- b. SAA members are encouraged to talk directly with their supervisors and/or the District Office administrator in charge of any program to resolve any problems before communicating with other personnel about the issue. All attempts should be made to resolve issues with the lowest level administrator in the chain of command.
- c. SAA also retains the option of requesting up to two (2) meetings per year with the Board of Education.
- d. In an effort to allow for the joint sharing of information relative to needs, goals and objectives of the School District, the District agrees to organize two (2) workshops during the school year at the request of either party. These workshops will be planned by the Superintendent of Schools in

consultation with the President of SAA or his/her designee. Members of the Board of Education will be invited to participate in these workshops.

## **7. VACANCIES AND TRANSFERS**

- a. Notice of newly created or vacated administrative positions, including summer work, shall be posted for SAA membership and outside candidates for a minimum of twenty (20) calendar days. Any administrative posting shorter than the minimum specified number of days shall be mutually agreed to by the District and SAA. Any applicant who is represented by SAA shall be granted an interview for newly created or vacated administrative positions. When a SAA member is interviewed for an internal position, the District has the responsibility of informing that member the status of their candidacy within five (5) business days.
- b. If a SAA position is vacated by a SAA member leaving the District and rendered open and unencumbered, or if a SAA position is anticipated to be open for twenty (20) or more work days due to medical or other approved reasons, the District shall make every attempt to fill the open position as soon as possible. Upon the approval of the Superintendent, when a SAA member assumes the responsibilities of the vacated position or a position that is anticipated to be open for twenty (20) or more work days due to medical or other approved reasons, the District will provide additional compensation for that member at the rate of two hundred (\$200.00) dollars per day for the specific period of coverage.

Under certain unique circumstances, when a SAA member is absent for less than twenty (20) days, it will be in the discretion of the superintendent or designee to assign a SAA member to fulfill the primary responsibilities of that position (more than "on-call" or merely available to assist), and under such circumstances, the SAA member will be paid additional compensation at a rate of two hundred (200) dollars per day. The situation will be reviewed with the impacted SAA member and a decision will be made by the superintendent or designee regarding whether the responsibilities warrant additional compensation. SAA members who are asked to be merely "on-call" (available to assist) will not be entitled to additional compensation.

- c. The District will consult with any administrator being considered for a transfer to a new building or assignment prior to making such a change. Such reassignments should be voluntary whenever possible. If a position is abolished, the person serving in the capacity shall be formally notified, in writing, at least sixty (60) days prior to the abolishment.



- d. In a case where an experienced administrator wishes to return to the classroom or other instructionally related position, the District will attempt to assist the administrator under conditions where such a position is open. Should the person be selected to fill the position, the individual's degrees, credits and educational experience will be used in determining his/her step on the teachers' salary schedule.
- e. The District shall make every attempt to notify all SAA members of their assignments for the forthcoming year by July 1<sup>st</sup>.

## **8. APPRAISAL PROCEDURE**

- a. Principals: The parties agree to the evaluation standards and processes consistent with Education Law and all regulations. If there are any changes in law or regulations that impact terms and conditions of employment, the parties will negotiate as required by law.
- b. Administrators (non-building Principals): High School Associate Principals, Middle School Assistant Principals, High School Class Assistant Principals, and Academic Administrators. The parties agree to the use of the Multidimensional Leadership Performance Rubric (MLPR) as the evaluation instrument for observing the aforementioned administrators. The collaboratively developed evaluation plan shall serve as the sole evaluation procedure for all non-principal SAA members. The plan shall be reviewed on an annual basis by an ad hoc committee to ensure it effectively meets the needs of SAA and the district, with the focus on supporting growth and leadership.

Should the governor sign Education Law 3012-e, or any subsequent law, amending the evaluation requirements and procedures for building principals, the parties agree to engage in impact negotiations to determine if any corresponding changes should be made to the evaluation procedures for non-principals in the district.

- c. Mentoring: Pursuant to the Shenendehowa Central School District Mentoring Program for Administrators (the "Mentoring Program"), the District and SAA agree that efforts shall be made with fidelity to support the mentoring requirement for administrators, including beginning administrators, administrators new to the district, and/or administrators with initial or conditional certification pursuant to NYSED Rules and Regulations.

The District and SAA agree to comply with the terms of the Mentoring Program. Under the Mentoring Program, administrators who agree to mentor a new administrator for a one-year cycle will receive a stipend of

\$1,000 upon completion of the mentor experience. The Superintendent has discretion to determine at the midpoint of the yearlong cycle if continuation is warranted. If a mid-cycle adjustment is made, the stipend shall be prorated accordingly.

The Mentoring Program shall be reviewed on an annual basis by an ad hoc committee to ensure it effectively meets the needs of SAA and the district, with the focus on supporting growth and leadership.

**9. PERSONNEL FOLDERS**

No material will be placed in the personnel folder of a SAA member unless he/she has the opportunity to review the material. The SAA member will acknowledge this opportunity by affixing his/her signature to the file copy, with the understanding that this signature in no way indicates agreement with the contents. The SAA member will also have the right to submit a rebuttal and have this rebuttal attached to the file copy. In the event that the material is mutually determined by the Assistant Superintendent for Human Resources and Professional Development and the President of SAA to be inaccurate, it shall be purged from the personnel file.

**10. CALCULATION OF SALARY**

Pursuant to these conditions, effective as of July 1, 2024, the salaries for all SAA administrative positions shall be adjusted as follows:

Year	2024-2025	2025-2026	2026-2027
	\$1,000 added to base plus 3.25%*	3.75%	4%

- a. All administrators hired after July 1, 2024 shall receive an annual base salary of no less than Ninety Thousand Dollars (\$90,000).
- b. SAA members required to work at school or District events on non-work days shall be paid a stipend of forty-five (\$45.00) dollars per hour to a maximum four (4) hours of work. The building administrator shall notify the Superintendent or his/her designee in advance of the events, dates and times of events needing administrative coverage and receive prior approval for such coverage. Should there be a need for coverage of greater than four (4) hours, the building administrator shall seek approval from the Superintendent or his/her designee for such additional payment.

- c. For any SAA member who completes a doctoral degree from an accredited institution one thousand five hundred (\$1,500) dollars will be added to the SAA member's base salary. In the event that a SAA member has obtained such a degree prior to the ratification of this Agreement, the SAA member shall receive the adjustment to their base salary effective as of July 1, 2024.
- d. SAA members shall be paid on a twelve (12) month pay schedule.

**11. PAYROLL DEDUCTIONS**

The District will provide payroll deductions for professional organizations for members up to a limit of three (3) organizations.

**12. FLEXIBLE BENEFITS PLAN**

The District shall establish a flexible benefits plan (cafeteria plan) pursuant to § 125 of the Internal Revenue Code, providing for deductions from salary for the payment towards benefits provided by law and applicable rules of the Internal Revenue Service, and mutually agreed to by the parties.

**13. PROFESSIONAL DEVELOPMENT FUND**

- a. The professional development fund is intended to provide opportunities to SAA members to improve their knowledge, skills and performance as administrators in the Shenendehowa Central School District as related to the accomplishment of District goals and objectives. The fund will be calculated annually and will be equal to the total number of members in the Association multiplied by one thousand (\$1,000) dollars. Each member will be allocated one thousand (\$1,000) per year, pro-rata based on hire date if hired after July 1<sup>st</sup>.
- b. A committee of SAA members and the Assistant Superintendent for Finance and Operations shall jointly administer the fund. SAA members may make an application to said committee for reimbursement of expenditures from the fund. Reimbursable expenditures shall include membership dues in professional organizations (to exclude portion of dues for union organizations involved in collective bargaining, i.e., SAANYS dues); attendance at professional conferences (including travel and lodging expenses); costs of professional periodicals; and tuition toward graduate coursework. At the discretion of the SAA member, up to \$300 each year may be used for SAANYS membership dues.

- c. Technology equipment deemed essential by the district in consultation with SAA, for proficient performance of administrative functions (i.e. laptop computers or mobile devices) shall be purchased by the School district and managed by IMS. An obsolescence plan shall take effect, recognizing usability and budgetary constraints. Any technology purchased prior to this clause shall be included in the obsolescence plan. Any technology equipment purchased through the Professional Development Fund shall remain the property of the School District and shall be returned to the District by the SAA member upon his/her leaving the district.
- d. The expenditures made from the fund on behalf of each member will be deducted from their allocated balance throughout the year. If a member has an unused balance at the end of the fiscal year, the unused amount up to a maximum of seven-hundred dollars (\$700) may be carried over into the next fiscal year. The maximum amount available for any one member on July 1 shall not exceed one-thousand seven-hundred dollars (\$1,700).

#### **14. TUITION REIMBURSEMENT**

Effective July 1, 2024, SAA members will be eligible to receive reimbursement for tuition for up to two approved courses of study or training per year, if directly related to the SAA member's present position or the SAA member's growth as an employee with the Shenendehowa Central School District. Reimbursement shall be provided for one (1) course per academic term (Fall, Spring, Summer). The course must be shared with the Superintendent or designee in advance for approval for reimbursement, and must be demonstrably related to the SAA member's work for the District. The first part of the aforementioned statement, "directly relate to the SAA member's present position" is explicitly clear. The latter portion, "growth as an employee," while not as explicit, refers to progress along a defined promotional line in the service of the current employer.

The reimbursement amount per credit shall be no greater than the rate per credit of comparable courses at SUNY Albany. Such courses must be approved, in advance, and the individual must complete the course with a satisfactory grade (C or higher) in order to qualify for the reimbursement. The course must meet outside the normal workday of the SAA member and personal leave may be charged in regard to meeting the requirements of the course.

#### **15. VACATION/LEAVES**

- a. Vacation

- 1) There shall be no additional accrual of vacation leave for SAA members.

b. Sick Leave

- 1) The members shall be eligible for sick leave as follows:

Eleven (11) month employees: twelve (12) days per year accumulative to two hundred forty (240) days.

- 2) SAA members shall carry over sick leave days accumulated as members of the Shenendehowa Teachers Association (STA) up to a maximum of two hundred forty (240) days.

c. Sick Leave Bank

- 1) SAA members will be allowed to contribute up to one (1) day per year from their yearly sick leave allotment to a sick leave bank to be administered by SAA.
- 2) If it becomes necessary for sick leave bank days to be used for a SAA member, SAA members will have the option to contribute up to seven (7) sick days per year to restore the sick leave bank. Contributions will be made on or about October 15th of each year. No member shall be entitled to use the sick leave bank once he/she is eligible for disability insurance payments. (See Section 15. c.)
- 3) In the first week of November of each year the SAA Treasurer and the Assistant Superintendent for Human Resources and Professional Development shall meet to verify the total days accumulated in the SAA sick leave bank and submit a written report to each member and to the Superintendent.

d. Family Illness Leave

Each SAA member shall be credited with five (5) days each year of leave for purposes of illness in his/her immediate family. For purposes of this section, "immediate family" shall be defined as spouse, child, son- or daughter-in-law, parent, grandparent, parents-in-law, or sibling of the SAA member. Such days shall not accumulate if unused.

e. Bereavement Leave

- 1) Each SAA member shall be entitled to four (4) days of paid leave each year due to a death in his/her immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law,

brother-in law, sister-in-law, or any relative or person living in the SAA member's household.

- 2) If the death occurs while the SAA member is on sick leave or family illness leave, the days used for the bereavement leave shall not be deducted from these leave allotments. Unused bereavement leave shall not accumulate if unused.
- 3) The Superintendent may grant additional bereavement leave days in circumstances where it is determined that such leave is necessary and justified.

f. Personal Leave

- 1) Each SAA member shall be credited with six and one-half (6.5) days of personal leave each year for the purpose of conducting business which cannot be conducted at any other time. Such days shall not accumulate if unused.
- 2) Inclement weather days or emergency days where school is not in session shall be charged by the SAA member as a personal day if the SAA member does not physically report to work, except when SAA members are directed by the Superintendent not to report to work.
- 3) Each year, SAA members may select to be compensated for up to two (2) days of unused personal leave days at a corresponding daily rate (1/220) of said individuals per diem, as of the year in which those days were accrued. The request for payment of days shall occur between July 1st and August 15th of the subsequent year, ensuring for a full accounting of days. Such days will not accumulate if unused.

g. Sabbatical Leave

- 1) It is the privilege of SAA members to request sabbatical leave of the Board. Decision on such a request, however, will be based on the purpose of the leave, on the experience and performance of the individual, and on the needs of the District for the period affected.
- 2) Any SAA member applying for a sabbatical leave will submit a letter which details the proposed leave by January 15th. The letter will clearly state the purpose of the leave, the activities to be accomplished, and the benefits to be realized by the District. The sabbatical leave plan must be approved by the Superintendent of Schools.

- 3) Recipients of a sabbatical leave shall be limited to one (1) unit member per year for study purposes only. Recipients will receive full pay for a one semester leave and one-half (0.5) pay for a full year's leave. Recipients shall guarantee that they will return to the District for a minimum of one (1) year for a one (1) semester leave and a minimum of two (2) years for a two (2) semester sabbatical leave or will reimburse the District the full amount of salary received while on leave. A stipulation to this effect shall be signed by the individual granted such leave.
- 4) In the event of a SAA member's death or permanent disability (physical or mental), while on a sabbatical leave, the SAA member's spouse and family will not be liable for repaying any compensation the SAA member received while on sabbatical leave.
- 5) A sabbatical leave may be granted for study purposes only. The District agrees that a study plan may be submitted that does not directly involve a SAA member's enrollment in college or university course work. However, a sabbatical leave will not be approved for travel.

h. Absence Report Form

- 1) SAA members shall inform the Superintendent and/or designee in advance of the intent to be absent from work, or in the case of an emergency, as soon as feasible. Assistant Principals shall also notify the building principal and the Superintendent of the intent to be absent from work. Information regarding sick leave, family illness leave, bereavement leave and a singular personal leave day shall be submitted electronically using WinCap Employee self-service portal. The completed electronic form shall be submitted within three (3) workdays of such absence whenever practicable.
- 2) Personal leave of two (2) or more consecutive days and professional leave (e.g., attendance at conference) shall be submitted using the WinCap Employee Self Service Portal at least two (2) days in advance of an intended absence. Time spent at conferences, meetings of professional organizations and other similar or related professional development activities shall be considered working time and shall not be credited against any leave allowances.

i. Leave for Child Birth, Adoption, or Foster Care Placement

Administrators who desire a leave for purposes of the birth, adoption, or placement of a child in foster care may be eligible for up to twelve (12)

weeks of unpaid leave under the Family Medical Leave Act ("FMLA"), as set forth in Article 14(j) below, subject to all applicable FMLA requirements.

An administrator who desires a leave for purposes of child birth, adoption, or foster care placement shall complete all applicable FMLA paperwork, and, except in emergency situations, provide a written request at least ninety (90) days prior to the intended date of commencement of said leave, together with the anticipated return date.

- 1) Administrators are not eligible to take paid sick leave during an FMLA leave for the birth, adoption, or placement of a child unless they have an actual physical disability. Only administrators who actually suffer physical disability attributable to pregnancy and/or childbirth, shall be permitted to use accumulated sick leave for a period generally for six (6) weeks (or eight (8) weeks if delivered via cesarean section). Such sick leave must be taken concurrently with FMLA leave. The District shall require certification from the administrator's attending physician to determine the commencement and termination period of the administrator's actual physical disability attributable to the pregnancy and/or childbirth.
- 2) Length of Leave – Consistent with FMLA requirements, any FMLA leave must be taken within one year after the child's birth, adoption, or placement in foster care. The total length of leave for an administrator's pregnancy and/or childbirth, adoption of a child, or placement of a child in foster care, including FMLA, shall not exceed 1-year. Administrators are not eligible to take paid sick leave during the 1-year period unless they have an actual physical disability.
- 3) Health Benefits during FMLA Leave – Consistent with Article 14(j), below, all eligible professional staff members on FMLA leave shall be privileged to continue under the District's health insurance plan on the same basis that the eligible employee participates as an active employee. If the eligible employee opts to continue on the District health insurance plan while on unpaid leave after FMLA is exhausted, the employee will be responsible for 100% of the cost of health insurance, unless otherwise required by law.
- 4) Interruption of Probationary Period – For the non-tenured administrator, child-rearing leave shall be an interruption of the probationary period and not in lieu of the requirements for serving a probationary period.

j. Family Medical Leave Act (FMLA)



- 1) Purpose of FMLA Leave - Consistent with federal law, the District shall provide up to twelve (12) weeks of unpaid leave to an eligible employee for: (1) the birth of a child or to care for the newborn child within one year of birth; (2) the placement with the employee of a child for adoption or foster care or to care for the newly placed child within one year of placement; (3) to care for the employee's spouse, child, or parent who has a serious health condition; (4) a serious health condition that makes the employee unable to perform the essential functions of his or her job; or (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."
- 2) Documentation of FMLA Leave - Documentation of such condition, including medical certification, is required. An eligible employee must have been employed with the District for one (1) year and have worked one thousand two hundred fifty (1250) hours in that year. FMLA leave shall be available each school year, but shall in no event exceed twelve (12) weeks leave each year. During a period of FMLA leave, an employee shall have health insurance continued by the District at the same rate of District contribution, as the employee would receive such insurance if the employee continued on the payroll.
- 3) Charging FMLA Leave - An eligible employee must charge all available sick leave, personal leave, family illness leave, sick leave bank time, or such other leave during the FMLA period if the use of such leave is otherwise permissible under this Agreement. Following the period of FMLA absence, an eligible employee shall be entitled to return to the same or similar position without any change in status.

k. Departure Prior to Retirement

SAA members who have a minimum of seven (7) years of service to the District shall, upon leaving the District, be entitled to receive payment at their per diem rate up to a maximum of twenty (20) days for accumulated sick leave over fifty (50) days.

- i. SAA members may request, in advance, to work virtually from home due to unique personal circumstances with prior approval from the Superintendent and/or designee. A request for remote work may be requested but will not be granted automatically for personal circumstances or school closures. The intent is for this clause to be used infrequently. The building principal will be notified about Associate or Assistant Principal requests for remote work and approvals for remote work.

## 16. INSURANCE

### a. Life Insurance

- 1) The Board will provide each SAA member with a fully-paid group Term Life Insurance Policy equivalent to five (5) times current annual salary with a cap of three hundred fifty thousand (\$350,000.00) dollars. Each member shall receive a copy of the policy.
- 2) The policy for each SAA member will include a rider to provide for double indemnity in the event of accidental death.
- 3) The parties agree that, prior to the expiration of the current Term Life Insurance Policy during the Term of this Agreement, upon demand of either party, the parties will engage in impact negotiations to determine if any changes to the Agreement are necessary.

### b. Health Insurance

Note: Although Health and Prescription Drug premiums are listed separately, an employee must participate in both Health and Prescription plans, or not at all.

- No new enrollees to the Empire Plan after July 1, 2014
- Voluntary CanaRx prescription drug program

#### 1) Percent of Premium Paid by the District

##### a) Health Insurance

The District will pay eighty percent (80%) of the cost of health insurance premiums for all full time SAA members.

##### b) Prescription Drug

The District will pay eighty percent (80%) of the cost of prescription drug premiums for all full time SAA members.

#### 2) Co-Payments for Health and Drug Plans

##### a) CDPHP

The co-payment for CDPHP shall be twenty (\$20.00) dollars for each occurrence for primary care office visit copays, thirty dollars (\$30.00) for each occurrence for Urgent Care, forty dollars (\$40.00) for Specialists, and one hundred dollars (\$100.00) for each occurrence for Emergency Room Care.

b) Prescription Drug Plan

Co-pay amounts for prescription drug plans shall be as follows:

a. Retail (30 to 90 day):

Generic	\$10
Brand Name Preferred	\$20
Brand Name Non-Preferred	\$30

b. Mail Order (90 day):

Generic	\$0
Brand Name	\$40
CanaRx (on a voluntary basis):	\$0

3) Mental Health Rider

A mental health rider shall be included in the CDPHP program.

4) Voluntary Premium Conversion

The District shall establish and offer to all SAA members a voluntary premium conversion plan meeting the requirements of applicable sections of the Internal Revenue Code (IRS) and related regulations in order that contributions made by unit members toward medical insurance (including health, prescription drug and dental) premiums may be made through such a plan. For those individuals choosing to participate in the voluntary premium conversion plan the premium will be deducted from pre-tax earnings, and, therefore, their net contributions to the plan will be less than the negotiated rate for health, prescription drug and dental insurance.

5) Flexible Benefits Plan

The District will provide a flexible benefits plan, subject to Federal law, which will provide SAA members with additional tax savings options.

6) Percentage of Premiums for Part-Time SAA Members

Part-time SAA members who elect to receive health insurance benefits shall contribute toward the payment of health insurance premiums. The District shall pay a percentage of the health insurance premium benefit received by full-time employees as follows:

Other Health FTE	Blue Cross	Insurance Options
.00 to .24	25%	35%

.25 to .49	50%	60%
.50 to .74	75%	85%
.75 to .99	100%	100%

SAA members who have been involuntarily reduced from full-time to part-time shall retain their present health insurance premium contribution level.

7) Health Insurance Buyout

- i. A SAA member with proof of alternate health insurance coverage shall have the option of not participating in the District's health insurance plan or electing a different coverage option. Such SAA member shall execute any and all documents necessary to verify the election of that option. In the event of non-participation or change of coverage option, the District shall pay to such SAA member, annually, within thirty (30) days following the next December 31<sup>st</sup>, the following sums, based upon the benefits the SAA member received as of such June 30<sup>th</sup>.

<u>Coverage Change</u>	<u>Amount</u>
Family or 2 person coverage to no coverage	\$2,000
Family or 2 person coverage to individual	\$1,500
Individual coverage to no coverage	\$1,250

- ii. All SAA members must waive both health insurance and prescription drug coverage to be eligible for a health insurance buyout.
- iii. In the event a SAA member who has not participated or selected a different coverage option leaves District employment or re-enters the plan following a qualifying event before the end of the year, the District will pay, within thirty (30) days following December 31<sup>st</sup>, pro-rata portion of the amount specified in sub-paragraph i. of this section.
- iv. In case of such withdrawal or change of option, the District shall no longer be required to contribute towards the cost of such insurance for the balance of the year or, in the case of

a change in coverage option, to pay the amount required for the original option the SAA member had selected.

- v. A SAA member, having withdrawn or declined coverage, may rejoin the plan if he or she is no longer to be covered by such alternate health insurance coverage in accordance with the rules, regulations and procedure of the District's insurance carriers. Such conditions now include the death of a spouse or some other qualifying event.

c. Disability Protection Insurance

The Board will provide each SAA member with a fully paid group long-term disability protection plan. The plan shall include the following:

- 1) An insured SAA member who becomes totally disabled will receive benefits beginning after the qualifying period of two hundred forty (240) days and after the SAA member has exhausted his/her sick leave. An individual who uses any of his/her disability insurance and returns to work will be reinstated with fifteen (15) sick days or twenty percent (20%) of the sick days accumulated prior to the illness or accident, whichever is higher.
- 2) Benefits are payable during any one period of disability for the following maximum durations:
  - a) Disability due to accident - To the normal Social Security retirement age.
  - b) Disability due to sickness - To the normal Social Security retirement age.
- 3) Benefits are payable in the amount of sixty-six and two-thirds percent (66 2/3%) of monthly salary minus any "other income" reductions outlined in the specific plan.

d. Vision Care Benefits

The District will contribute the cost of annual individual vision care coverage under the EyeMed PPO for each benefit eligible employee who selects EyeMed PPO individual coverage. Employees may participate in family vision care coverage under the EyeMed PPO at the employees' own expense.

**17. BENEFITS IN RETIREMENT**

The retirement benefits provided to a SAA member at retirement are those benefits listed in the contract in effect at the time of the SAA member's retirement except as provided in Article 16(d) (iii), below.

a. Life Insurance

The term life insurance policy, which provides each SAA member with a full-paid group term insurance policy equivalent to five (5) times current salary with a cap of three hundred fifty thousand (\$350,000.00) dollars, may be continued by the SAA member upon retirement. The retiree may exercise any negotiated conversion options available to him/her at the time of retirement. The amount of life insurance that may be continued after retirement is as follows:

Under age 67	one hundred (100%) percent
Age 67 and over	fifty (50%) percent

b. Insurance Premium for Retirees

- i. For SAA members hired prior to July 1, 2013, the District will pay eighty-five (85%) percent of the premium cost of individual coverage for health and prescription drug insurance in retirement.
- ii. For SAA members hired after July 1, 2013, the District will pay eighty (80%) percent of the premium cost of individual coverage for health and prescription drug insurance in retirement.
- iii. For SAA members who retire during the period of this Agreement and who select CDPHP health insurance for two-person or family coverage, the District will contribute sixty-five (65%) of the two-person premium rate toward the payment of such medical coverage. If a SAA member chooses another available insurance option the equivalent dollar value will be provided.
- iv. Should the retired employee predecease his/her spouse, the survivor would be entitled to the same percentage of coverage enjoyed by the employee at the time of death, unless the surviving spouse is already covered under other employment at equal or better coverage.
- v. The retiree may defer participation in the health and prescription drug plans until such time that there is no longer coverage under his/her other plan; however, the level of coverage and contribution share will be determined by the date of retirement.

c. Vacation Days

There shall be no payment by the District for accrued and unused vacation leave at retirement beyond June 30, 2010.

d. Payment for Remaining Sick Leave Days

- i. Upon retirement each SAA member will be entitled to payment for up to seventy (70) unused sick days. The rate of pay is to be the member's per diem rate in the year of his/her retirement, and all sick leave accrued as a SAA member of the School District shall be eligible under this clause.
- ii. STA members entering SAA after the effective date of this contract shall be entitled to carry over for purposes of payment up to thirty (30) days of sick leave accumulated while a member of the Shenendehowa Teachers Association (STA) at their per diem rate at the time of retirement. In no case shall payment for a SAA member's accumulated sick leave days, whether accrued as an STA member or SAA member, exceeds sixty-eight (68) days.
- iii. In order to be eligible for a retirement payout of eligible sick days, a SAA member is required to provide written notification of intent to retire at least 3 months in advance with an effective date of retirement. Exceptions will be considered for unanticipated, extenuating circumstances, such as sudden illness. In order to be eligible for a retirement payout of eligible sick days, an individual must be an employee of the District for at least 5 years.

e. Payment to Designated 403(b) Account

- i. Payments made upon retirement for unused vacation time and unused sick leave identified in 16.c. and 16.d of this contract shall be directed by the District into a Section 403(b) account for each individual employee. Said account will comply with all relevant statutes and IRS regulations.
- ii. A retiring SAA member may, at his or her option, have authorized payments made into such 403(b) plan in more than one (1) installment, starting in the calendar year in which the member retires and in the following years, if permissible by IRS regulations.
- iii. To the extent a SAA member provides incorrect information to The OMNI Group or the employer, which results in litigation or penalties assessed against the employer, SAA agrees to indemnify the employer for all such litigation expenses and damages. SAA further agrees that it will not join any lawsuit initiated by an employee

against the employer concerning participation in a 403(b) annuity plan.

## **18. GRIEVANCE PROCEDURES**

### **a. Definition of Grievance**

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of Shenendehowa Central School District, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

### **b. General Considerations**

Throughout all steps of the procedure an employee shall have the right to be represented by a person or persons of his or her choice.

### **c. Time Limits**

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual consent.

### **d. Four-Step Grievance Procedure**

- i. Employees who feel they have been aggrieved must first present their grievance within thirty (30) calendar days after the grievance arose to their immediate supervisor. The grievance may be stated verbally or given in writing. At this step there shall be an informal comprehensive discussion with the employees of the grievance. Every attempt shall be made by the employees and their supervisor to adjust the grievance at this level. Once a complaint has been received, the supervisor shall provide a complete review and decision within five (5) working days after receipt of the grievance.
- ii. If the grievance is not adjusted at Step 1, the complainant may take the grievance to the Superintendent of Schools or his designee within five (5) working days after receipt of the decision under Step 1. The complainant must file a signed, written statement setting forth the specific nature of the grievance and the facts relating thereto, in full, with the Superintendent of Schools or his designee. Upon receipt of such written statement, the Superintendent of Schools or his designee



shall, at the request of the complainant, hold an informal hearing at which the complainant and his representative may appear and present oral and written statements or arguments. If the complainant requests a hearing, said hearing shall be scheduled not more than ten (10) working days from the date the request for a hearing is received. The Superintendent of Schools or his designee shall provide the complainant with a written decision not more than ten (10) working Days from the filing of the written complaint or the date of the hearing, whichever is later.

- iii. If the grievance is not adjusted at Step 2, the complainant's grievance may be appealed to a three (3) member grievance board consisting of members of the Board of Education. The appeal must be made no more than ten (10) working days after the complainant's receipt of the decision under Step 2. The complainant must sign a written request for an appeal with the Clerk of the Board of Education who shall bring the matter to the attention of the Board at its next regularly scheduled meeting. The complainant shall be granted a hearing before the grievance board on such appeal. The hearing shall be scheduled not more than ten (10) working days from the date of the Board of Education meeting at which the Clerk informs the grievance board of the request for an appeal. Any such hearing may be conducted by anyone or more members of the grievance board; however, if less than the full board presides at such a hearing, the member or members conducting the hearing shall make a written report to the full board and the full board shall then make its report. The report of the grievance board shall contain a statement setting forth its findings of fact, conclusions and advisory recommendations. A copy of the report shall be sent to each employee involved, his or her representative, if any, the Superintendent of Schools and the employee's immediate supervisor.

- iv. Steps in Binding Arbitration

**Step A - Binding Arbitration - Interpretation of the Agreement** – If the aggrieved party is not satisfied with the decision at Step 3, and if the grievance involves a question concerning the interpretation or meaning of the Agreement, the aggrieved party may file a further appeal, in writing, with the Superintendent of Schools within fifteen (15) days after receiving the decision at Step 3, indicating his/her election to submit the grievance to arbitration in accordance with the rules of the Public Employment Relations Board.

**Step B** - Within five (5) days after receipt of such notice, the Superintendent of Schools shall contact the Public Employment Relations Board and request it forward to the School District and Association a list of five (5) names of persons who may serve as arbitrator. Upon receipt of the list, the School District and the Association shall each be provided with a copy of the same. Within five (5) days of receipt of such lists, each party shall independently strike two (2) names from the list and then indicate their preference of the remaining names by numbering them 1, 2 and 3. The duplicate panel lists indicating the preferential ranking shall then be signed by the authorized representative of each party and be returned to the Public Employment Relations Board which shall designate the arbitrator.

**Step C** - The arbitrator so selected will hold hearings promptly at the Shenendehowa Central School District or at some other mutually acceptable place and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted.

**Step D** - The decisions of the arbitrator will be in writing and will set forth his/her findings of the fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

**Step E** - The arbitrator's decision shall be binding upon the parties.

**Step F** - The cost of the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School District and the Association.

**Step G** - Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became or should have become aware of the grievance except when the grievance involves cash pay earned but not received.

## **19. INDEMNIFICATION**

The District shall hold harmless any unit member and provide legal counsel against any action or claim on a judicial or administrative level based on any actions taken in the discharge of the administrative duties, within the

Finance & Operations



Rebecca Carman  
Director of Policy and Community  
Development



Robin Gawrys

4914-2814-0548

scope of his/her authority or at the direction of the District or an Officer of the District. This coverage will extend beyond the member's term of employment to provide defense and indemnification against any claims for actions alleged to have occurred during the member's term of employment with the District, in accordance with the coverage provided to the District by the insurance carrier.

**20. MEMORANDUM OF UNDERSTANDING**

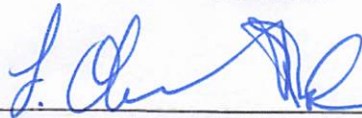
The parties shall incorporate all Memoranda of Understanding/Agreements that the parties have agreed to since the last negotiations into the Agreement, unless otherwise negotiated.

**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.**

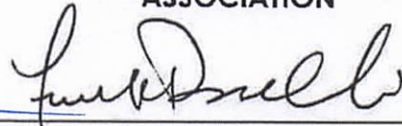
Dated: Feb 7, 2025

**SHENENDEHOWA CENTRAL SCHOOL  
DISTRICT**

**SHENENDEHOWA ADMINISTRATORS'  
ASSOCIATION**



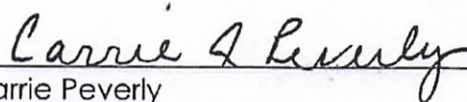
Dr. L. Oliver Robinson  
Superintendent



Frank Rosselli



Jennie Gliha, MSHRM  
Chief Human Resources Officer



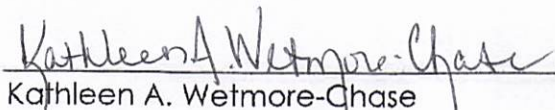
Carrie Peverly



Dr. Cecily Wilson Turner  
Deputy Superintendent



Greg Pace



Kathleen A. Wetmore-Chase  
Assistant Superintendent for



Stephen Smith