

**AGREEMENT**

**Between**

**THE SUPERINTENDENT OF SCHOOLS  
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT**

**And**

**THE ELMIRA HEIGHTS ADMINISTRATIVE COUNCIL**

**July 1, 2023 through June 30, 2027**

**Elmira Heights, New York**

**TABLE OF CONTENTS:**

<b>Preamble</b>	.....	<b>3</b>
<b>Article I</b>	<b>Unit Recognition</b> .....	<b>3</b>
<b>Article II</b>	<b>Health Insurance</b> .....	<b>3-4</b>
<b>Article III</b>	<b>Benefits Selection</b> .....	<b>4</b>
<b>Article IV</b>	<b>Annual Physical</b> .....	<b>4</b>
<b>Article V</b>	<b>IRC 125</b> .....	<b>4</b>
<b>Article VI</b>	<b>Leaves</b> .....	<b>5-6</b>
<b>Article VII</b>	<b>Work Year</b> .....	<b>6-7</b>
<b>Article VIII</b>	<b>Retirement Benefits</b> .....	<b>7-8</b>
<b>Article IX</b>	<b>Compensation</b> .....	<b>8</b>
<b>Article X</b>	<b>Longevity</b> .....	<b>9</b>
<b>Article XI</b>	<b>Negotiations Procedure</b> .....	<b>9</b>
<b>Article XII</b>	<b>Payroll Deductions</b> .....	<b>9</b>
<b>Article XIII</b>	<b>Evaluation and Personnel File</b> .....	<b>9</b>
<b>Article XIV</b>	<b>Grievance Procedure</b> .....	<b>10-11</b>
<b>Article XV</b>	<b>Benefits in Case of Merger or Consolidation</b> .....	<b>12</b>
<b>Article XVI</b>	<b>General Provisions</b> .....	<b>12</b>
<b>Article XVII</b>	<b>Legislative Approval</b> .....	<b>13</b>
<b>Article XVIII</b>	<b>Duration of Agreement</b> .....	<b>13</b>

**PREAMBLE**

This agreement is made pursuant to the Public Employees’ Fair Employment Act (New York State Civil Service Law, Article 14). This agreement is intended to promote an effective and harmonious working relationship between the Superintendent of Schools of the Elmira Heights Central School District (hereinafter referred to as the “Superintendent”) and the unit members (hereinafter referred to as the “Administrator(s)) of the Elmira Heights Administrative Council (hereinafter referred to as the “Council”).

**ARTICLE I  
UNIT RECOGNITION**

- 1.1 The District recognizes the Council, an affiliate of the School Administrators Association of New York State, as certified by the Public Employment Relations Board on 12/8/00, as the exclusive bargaining agent and representative of the Administrators certified and serving in an administrative position, for the maximum period permitted by law.

**ARTICLE II  
HEALTH INSURANCE**

- 2.1 The District will provide health care coverage through a health care plan (hereinafter the “Plan”) The Excellus Signature Copay 1 or the Excellus Blue Cross Signature Deductible 3 Plan (hereinafter the “HDHP Plan”), whichever is selected by the employee. Should the employee elect to participate in the Excellus Blue Cross Signature Deductible 3 Plan option, he/she should provide notice during the open enrollment window. If the Excellus Blue Cross Signature Deductible 3 Plan is selected by an employee, an HRA account will be established to fund the cost of the deductible (\$1,500/\$3,000 based on plan participation). Such HRA plan will be established and maintained pursuant to third party administrator plan rules. Employees may enroll in either the family plan coverage or the individual plan coverage.

- 2.2 District Contribution.

- a) The District will pay the following percentage of health insurance premiums:
  - (1) For the 2023-24 school year: Eighty-two percent (82%)
  - (2) For the 2024-25 school year: Eighty-two percent (82%)
  - (3) For the 2025-26 school year: Eighty-one percent (81%)
  - (4) For the 2026-27 school year: Eighty percent (80%)

An Administrator who is on an unpaid leave shall not receive any health insurance. Notwithstanding the foregoing, an Administrator who is on an unpaid leave of absence may continue to be covered by the Plan, provided he/she remits the appropriate full monthly premium to the District.

b) Retiree Health Insurance.

i) An administrator will be eligible for retiree health insurance if they have provided a minimum of eight (8) years of administrative service to the district and are at least 55 years old or older and eligible for retirement benefits from the NYS Retirement System. The administrator shall qualify for the same health insurance coverage as they had while employed by the District or equivalent. The retiring administrator shall contribute the same percentage contribution towards the total premium as active administrative members. However, retirees hired by the District on or before September 1, 2023 will pay the same percentage contribution towards the total premium as active administrative members, but will not pay more than five percent (5%) more than the percent contribution which they paid the last day of active service with the District.

Alternatively, in the event a retired administrator is a covered dependent on District-provided health insurance through a spouse and such spouse predeceases the retired administrator, such retired administrator will be eligible for retiree health insurance if they have provided a minimum of eight (8) years of administrative service to the district and are collecting a retirement benefit from the NYS Retirement System. The administrator will be eligible for election of the health insurance coverage that he/she requires and is qualified to receive (e.g. individual, family coverage). The retired administrator shall contribute the same percentage contribution towards the total premium as active administrative members.

ii) Any retired administrator who becomes Medicare eligible, shall receive a health insurance benefit through a Medicare Advantage Plan when first eligible.

2.3 Payment in lieu of coverage. An employee eligible for health insurance who elects not to participate in the Plan will receive an annual payment of Two Thousand Five Hundred Dollars (\$2,500.00) in lieu of coverage, provided that the employee completes a waiver of health care coverage form and supplies the District with proof of health care coverage in a plan with a premium not directly paid by the Elmira Heights Central School District. Payments made pursuant to the provisions of this paragraph will be subject to all mandatory local, state and federal taxes.

2.4. Continued coverage after death. A deceased Administrator's spouse and dependent children may continue coverage under the Plan provided the survivor pays the full costs of the coverage.

**ARTICLE III  
BENEFITS SELECTION**

3.1 Each Administrator will receive One Thousand Two Hundred Fifty dollars (\$1,250.00) annually to be applied at the Administrator's choice, to one or more of the following benefits:

- i. District health insurance premiums;
- ii. Disability insurance policy;
- iii. Whole or term life insurance policy;
- iv. Tax sheltered annuity;
- v. Tuition for graduate courses; or
- vi. Professional organization membership dues.

**ARTICLE IV  
ANNUAL PHYSICAL**

4.1 It is recommended that all Administrators have an annual physical to verify that they can properly perform their duties. The District will be responsible for this expense up to a maximum of three hundred dollars (\$300.00) beyond any amount paid by the health plan.

**ARTICLE V  
IRC 125**

5.1 Eligibility. An Administrator who so desires may participate in an IRC 125 flexible benefits plan.

5.2 District Contribution. The District will make annual contributions to the IRC 125 account of all Administrators who receive health care coverage based on plan election in the following amounts:

Single plan:	\$200.00
Employee + Child plan:	\$300.00
Employee + Spouse plan:	\$300.00
Family plan:	\$400.00

This payment may be used only for unreimbursed medical expenses.

**ARTICLE VI  
LEAVES**

6.1 Sick Leave. Each Administrator will be granted fourteen (14) days of sick leave effective July 1<sup>st</sup> of each contract year. Unused sick leave may continue to accumulate to beyond two hundred (200) days for purposes of actual use for personal or family illness and no payment for days over two hundred (200) days will be made.

6.2 Personal Days. Administrators shall receive three (3) personal leave days per year. Unused personal leave days will accrue to sick leave.

6.3 Bereavement Leave.

(a) Administrators shall receive up to five (5) days of bereavement leave for each death in the immediate family, at the discretion of the Superintendent. The immediate family shall be defined as spouse, parent or guardian, natural, step, or adopted child, sibling, mother-in-law, father-in-law, step and adopted parents, or a member of the Administrator's household.

(b) Allocation – Other relatives. One (1) day of leave shall be granted to permit the Administrator to attend the funeral day of any of the following relatives: sister-in-law, brother-in-law, niece, nephew, aunt, uncle, or grandparents.

6.4 Unpaid Leave. The Board of Education may authorize an unpaid leave of absence for any Administrator for up to one year.

6.5 Disability as Retirement. An Administrator who has qualified for Social Security disability payments or who has qualified for disability retirement under the New York State Teachers' Retirement System and who has at least eight (8) years of service as an administrator for the District will be considered to be retired for health insurance purpose, regardless of age, in full satisfaction of the provisions of Article II, Section 2(c) of this Agreement.

6.6 Parental Leave.

a) Notification. A pregnant administrator shall notify the Superintendent in writing, accompanied by a physician's certificate of pregnancy no later than ninety (90) days after pregnancy has definitely been determined.

b) Duration - accrual of benefits. An administrator shall be entitled, upon request, to a parental leave without pay equivalent to six (6) months, subject to notice to the Superintendent. Such leave shall not accrue as service for salary credits, sick leave or other benefits based on length of service. Such leave shall not diminish or increase the individual's seniority rights. Should both parents be employed by the District, although both are entitled to request said leave, both cannot be on leave concurrently.

c) Extension of leave. Such administrator may apply for and receive up to an additional six (6) months of unpaid leave if, in the judgment of the Superintendent, an extension of such leave is in the best interests of the District. The total amount of parental leave requested under §6.6(b) and §6.6(c) may not exceed one (1) year.

d) Salary credit - tenure credit. Such leave shall not accrue as years of experience credit toward salary or tenure.

e) Use of sick leave. An administrator must use any accrued sick leave concurrently with their parental leave and prior to the commencement of unpaid status. The total duration of parental leave are six (6) months and a possible extension of six (6) months, as specified hereinabove.

**ARTICLE VII  
WORK YEAR**

7.1 Workday/Work Year. Each twelve-month administrator shall be expected to be present during regular office hours during days school is in session, and as a salaried employee, is expected to work necessary hours to complete the duties as administrator in addition to attendance at required meetings extending beyond the regular work day and attendance at afterschool or evening events where student contact time is required. Times absent from work during the regularly scheduled office hours when school is in session will require the use of accrued time submitted for approval unless an exception is approved by the Superintendent.

7.2 Vacation Days. Each twelve-month District Administrator will receive twenty-three (23) vacation days effective July 1<sup>st</sup> of each contract year; of which no more than eight (8) total days (excluding personal days) may be used during periods when students are in session. Said vacation days shall accumulate to a maximum of thirty (30) days during the Administrator's employment with the District. No Administrator will be permitted to take more than five (5) vacation days during the month of June, unless they obtain permission from the Superintendent to use more vacation days in the month of June.

An Administrator may convert a maximum of five (5) unused vacation days annually to be added to accumulated sick leave if a written request is made to the District on or before June 1st in the year in which conversion of unused vacation days is sought.

7.3 Paid Holidays. In addition, Administrators will be granted thirteen (13) paid holidays which shall consist of the following days:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Veteran's Day
- Columbus Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Day
- Day preceding Christmas Day
- Day preceding New Year's Day

7.4 Closing/Emergency Days. In the event school is closed due to weather/emergencies, Administrators shall have flexibility on such day to either:

- a) Report to work when it is safe to do so; or
- b) Utilize sick, personal, or vacation accruals; or

c) Work remotely from home so long as the same has been approved by the Superintendent of Schools for such day.

Administrators must communicate the election/request (above) from the Superintendent on the closing day prior to the commencement of the scheduled workday.

- 7.5 Flex Hours. The Administrators may apply flex hours in the months of July and August, with the understanding that Administrators will work a forty (40) hour work week Monday through Friday. Work hours shall be submitted to the Superintendent of Schools on a weekly basis.
- 7.6 Vacation Leave Buyout. Each Administrator may, at his or her option, elect to cash in up to five (5) days annually, equivalent to the per diem rate received by the Administrator. In order to receive such payment, the Administrator must request such payment in writing, stating that the Administrator understands that his/her available vacation days will be reduced by an amount equivalent to the days desired to be cashed in. Such request shall be made no later than June 1<sup>st</sup> of each school year.
- 7.7 Attendance to Board of Education Meetings. One administrative representative shall attend each Board of Education meeting. The Superintendent may request attendance to additional meetings as necessary to address a specific agenda item.

## **ARTICLE VIII RETIREMENT BENEFITS**

- 8.1 Options. An Administrator who is eligible for undiminished or disability retirement benefits and who retires may elect one of the following payment options:
- (a) Eight Thousand Five Hundred dollars (\$8,500.00) payment to a 403-b plan to be paid within ninety (90) days of effective retirement date or, at the option of the Administrator, June 30<sup>th</sup> of the fiscal year in which the Administrator retires.
  - (b) Five Thousand Five Hundred dollars (\$5,500.00) payment to a 403-b plan to be paid as above, PLUS Five Thousand Five Hundred dollars (\$5,500.00) for the purpose of offsetting health plan premiums until the latter sum is exhausted.
- 8.2 Early Retirement Notice Payment. An Administrator who provides an irrevocable written notice of intent to retire a full twelve (12) months prior to the effective date of retirement shall receive a payment in the amount of one thousand dollars (\$1000.00).
- 8.3 Eligibility Requirements. In order to be eligible for the payments described in Sections 8.4 and 8.5 of this Article, an Administrator must:
- (a) Retire from the District for the purpose of receiving retirement benefits under the rules and regulations of the New York State Teachers' Retirement System, or for retirement occasioned by disability, as defined by the New York State Teachers' Retirement System; and

- (b) Have at least ten (10) years of service with the District upon the date of retirement; and
- (c) Provide the District a minimum of six (6) months' written irrevocable notice prior to the retirement date, unless the retirement is occasioned by disability. In the event of a disability retirement, the District will waive the notice requirement.

- 8.4. Credit for Sick Leave upon Retirement. Upon retirement from the District, if the administrator has accumulated between one hundred and seventy six (176) and two hundred (200) sick days, the administrator shall receive a credit equal to one hundred fifty dollars (\$150) for each accumulated sick day. Upon retirement, if an administrator has accumulated between one hundred and one (101) and one hundred and seventy-five (175) sick days, the administrator shall receive one hundred twenty-five (\$125) dollars for each accumulated sick day. Upon retirement, if the administrator has accumulated between one (1) and one hundred (100) sick days, the administrator shall receive a credit equal to one hundred dollars (\$100) for each accumulated sick day. The credit for unused sick days shall be used to offset the retiree's share of health insurance until said credit is exhausted. **If an administrator elects not to take health insurance in retirement, that amount shall be paid in cash to the administrator.** This section will not be subject to eligibility requirements found in Section 8.3(a) of this Article.
- 8.5 Credit for Unused Accumulated Vacation Days. Credit for unused accumulated vacation days upon retirement shall be paid at the current per diem rate at the time of retirement. Such payment will be limited to fifteen (15) vacation days.
- 8.6 Cap on retirement payments. In no event shall the monies paid under §8.4 and §8.5 exceed Thirty Eight Thousand dollars (\$38,000). Payment shall be made to the Administrator's 403-b plan.

## **ARTICLE IX COMPENSATION**

- 9.1 2023-24: Each Administrator shall have his/her June 30, 2023 base salary increased three and three quarters percent (3.75%) effective July 1, 2023.
- 9.2 2024-25: Each Administrator shall have his/her June 30, 2024 base salary increased by three and three quarters percent (3.75%) effective July 1, 2024.
- 9.3 2025-26: Each Administrator shall have his/her June 30, 2025 base salary increased by four percent (4.00%) effective July 1, 2025.
- 9.4 2026-27: Each Administrator shall have his/her June 30, 2026 base salary increased by four percent (4.00%) effective July 1, 2026.

**ARTICLE X  
LONGEVITY**

10.1 Longevity. In addition to annual salary, upon the below specified years of employment with the District as an administrator, the Administrator shall be entitled to the specified annual longevity payment. Such longevity payment will be made annually until the next longevity benchmark is met and then such adjusted amount will be made annually. The longevity payments are not cumulative and will not be added to base salary. The payments that follow will be effective July 1, 2023 and no payment will be made retroactively.

Years of Service as Administrator for District	Annual Longevity Payment
5 years	\$1,000.00
10 years	\$1,500.00
15 years	\$2,000.00
20 years	\$2,500.00

**ARTICLE XI  
NEGOTIATIONS PROCEDURE**

11.1 Negotiations. Negotiations for a successor to this agreement will begin with the exchange of proposals not later than March 15<sup>th</sup> immediately preceding the expiration date of this Agreement. This date may be changed by mutual agreement.

**ARTICLE XII  
PAYROLL DEDUCTIONS**

12.1 Deduction Options. The District will provide the option of payroll deductions for the Council dues, agency fees, United Way, direct deposit and tax sheltered annuities.

**ARTICLE XIII  
EVALUATION AND PERSONNEL FILE**

13.1 Responsibility. The evaluation of the Administrators shall be the responsibility of the Superintendent.

13.2 Copy to Administrator. Administrators will receive a copy of any material placed in their personnel file which is derogatory in nature.

13.3 Administrator Comment. An Administrator shall have the right to attach comments to any evaluation or item of correspondence entered in his/her personnel file.

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

14.1 Definitions.

- (a) The term “grievance” means an alleged violation of this Agreement or any dispute with respect to its meaning or application.
- (b) The term “grievant” means the Council or and Administrator covered by this Agreement. The Council may file a grievance on its own behalf or on the behalf of any Administrator.

14.2 General Provisions.

- (a) A written grievance shall:
  - (i) identify the grievant and be signed by him/her;
  - (ii) indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the alleged conditions giving rise to the grievance;
  - (iii) specify the provisions of this Agreement alleged to have been violated;
  - (iv) describe the redress ought by the grievant; and
  - (v) describe what attempt was made to resolve the grievance informally and when and where said attempt took place.
- (b) During an attempt to resolve a grievance at an informal level with an immediate supervisor, a grievant shall be entitled to have no more than one Council representative present. At any subsequent level of this procedure, a grievant shall not be so limited.
- (c) No Administrator shall be subjected to recrimination, discrimination, harassment, transfer, reassignment, or dismissal as a result of filing a grievance hereunder.
- (d) There shall be made available to appropriate Council representatives all relevant materials, documents, communications, and records concerning a grievance unless the same are confidential such as personnel pre-hire information, student psychological reports, etc. While such material may be copied by the Council, the furnishing of copies thereof will be solely at the discretion of the Superintendent.
- (e) The grievant and the Council shall receive a copy of the written decisions at all stages of the grievance procedure.
- (f) After the submission of an issue to the grievance procedure, the grievant and the Council shall be barred from submitting the same to another forum.

- 14.3 Time Limit. A grievance shall be deemed waived unless it is submitted at the first available stage within thirty (30) workdays after the aggrieved knew or should have known of the events or conditions on which it is based.
- 14.4 Stage One.
- (a) An Administrator considering himself/herself aggrieved must attempt to resolve a grievance informally with his/her immediate supervisor. The Administrator must notify the immediate supervisor that he is attempt to resolve a grievance.
  - (b) If a grievant is unable to resolve the matter to his satisfaction, he may reduce the same to writing and file it with the Superintendent.
  - (c) Upon receipt of a written grievance, the Superintendent shall respond in writing within ten (10) workdays.
- 14.5 Stage Two.
- (a) If a grievant is not satisfied with the response, or if no response is received within ten (10) workdays, the grievant may, within ten (10) workdays thereof, file an appeal containing a copy of the grievance and the papers and affidavits on which it is based, if any with the Board of Education indicating in such appeal whether he desires a hearing before the Board.
  - (b) If a hearing has been requested, the Board shall consider the appeal at its next scheduled Board meeting. The Council will be afforded an opportunity to present the grievance to the Board in executive session. The Board shall render a decision within ten (10) workdays after a hearing had been held. If no hearing has been requested, the Board shall make such investigation as it deems necessary and shall render a written decision within ten (10) workdays of the submission of an appeal.
- 14.6 Stage Three.
- (a) If the Council is not satisfied with the Board's decision, it may, within twenty (20) workdays, submit the grievance to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. A copy of the demand for arbitration shall be sent to the Superintendent.
  - (b) The arbitrator's decision shall be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.
  - (c) The decision of the arbitrator shall be final and binding on both parties.

(d) The cost of services of the arbitrator will be borne by the Council if the grievance is denied, or by the District if the grievance is sustained.

**ARTICLE XV  
BENEFITS IN CASE OF MERGER OR CONSOLIDATION**

In the event that the District is merged or consolidated with another District, and the Administrator does not retain rights to an administrative position, the District shall provide the following severance benefits:

- 15.1 Payment for accumulated sick leave days at the time of separation, not to exceed the maximum accruals of two hundred fourteen (214) days, at the rate of \$50.00 per day.
- 15.2 Payment for all vacation days accrued by the Administrator at the Administrator's daily rate of 1/240.
- 15.3 The administrator shall be provided with health insurance for a period of three (3) months, which shall be terminated earlier, if the Administrator finds new employment which provides health insurance.
- 15.4 Administrators with at least ten (10) years of service in the District, shall be allowed to participate in retiree health insurance and will pay the same percentage of health insurance premiums as outlined in the Agreement at the time of separation.

**ARTICLE XVI  
GENERAL PROVISIONS**

16.1 Supremacy of the Agreement. Any individual agreement, arrangement or contract heretofore or hereinafter executed with an individual unit members shall be subject to and consistent with the terms of this Agreement. During its term, the provisions of this Agreement shall be controlling.

16.2 Changes to Agreement. This agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by written amendment hereto.

16.3 Severability. If any provision of this agreement or any application of the agreement to any Administrator or any group of Administrators 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.

**ARTICLE XVII  
LEGISLATIVE APPROVAL**

17.1 SECTION 204-A OF THE PUBLIC EMPLOYEE’S FAIR EMPLOYMENT ACT. 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 XVIII  
DURATION OF AGREEMENT**

18.1 Duration. Duly authorized representatives of the District Board of Education and the Council hereby agree that the within provisions of the agreements reached on terms and conditions of employment by and between the aforementioned parties from July 1, 2023 through June 30, 2027.

18.2 Re-opener. The District and the Council agree that either party may request to re-open this contract and negotiate potential alternatives to health insurance plans offered by the District and provided to the Council pursuant to Article II herein on or before June 30, 2027.

**For the Council:**

**For the District:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_