

**An Agreement**  
**by and between the**  
**Elmira City School District**  
**and the**  
**Elmira Schools Supervisory and Administrative Council**  
**of the**  
**School Administrators Association of New York State**

**July 1, 2022 to June 30, 2025**

This Agreement, covering the period beginning July 1, 2022, and ending June 30, 2025, by and between the Elmira City School District, having its principal office at 430 West Washington Ave., Elmira, New York, party of the first part, and The Elmira Schools Supervisory and Administrative Council of the School Administrators Association of New York State, hereafter referred to as the E.S.S.A.C./S.A.A.N.Y.S., party of the second part,

**WITNESSETH:**

That, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

**ARTICLE I**

**DEFINITIONS**

When used in this Agreement:

- (a) "Board" means the Board of Education of the Elmira City School District, New York.
- (b) The word "Administrator" as used in this Agreement shall mean the titles of Principal, Assistant Principal, Assistant Supervisor of Special Education, Supervisor of Special Education and Student Support Services, Supervisor of Academic Excellence, Supervisor of School Innovation, Director of Health/Physical Education/Athletics, Director of Operations and Nurse Practitioner. .

**ARTICLE II**

**RECOGNITION**

The Board, having determined that the E.S.S.A.C./S.A.A.N.Y.S. is the choice of a majority of the employees within the Administrative Unit as their bargaining representatives, hereby recognizes the E.S.S.A.C./S.A.A.N.Y.S. as the exclusive negotiating agent of all persons included in said unit. The Board agrees not to negotiate with any organization representing the employees within the Administrative Unit

other than the E.S.S.A.C./S.A.A.N.Y.S. during said period of recognition.

### **ARTICLE III**

#### **NEGOTIATIONS PROCEDURE**

The Association shall be consulted on negotiations with units that have impact on E.S.S.A.C./ S.A.A.N.Y.S. unit members. The District will negotiate with E.S.S.A.C./S.A.A.N.Y.S. on any proposals made to other bargaining units that impact members of the E.S.S.A.C./S.A.A.N.Y.S. unit.

### **ARTICLE IV**

#### **GENERAL PROVISIONS**

- A. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from, or modified only by the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of the Agreement or any application of the Agreement 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 shall continue to full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and a copy shall be given to each administrator.
- E. **Association Business:** The Association will be given time to conduct reasonable and necessary Association business. The Association President will provide prior notification.

## **ARTICLE V**

### **WORK YEAR**

- A. **Work Year:** The Work year for unit members shall not exceed two hundred forty-six (246) days –inclusive of three (3) emergency/snow days and exclusive of holidays, except as otherwise expressly set forth herein. 12 months, except as otherwise expressly set forth herein. Should the adopted district calendar exceed this limit on maximum workdays, the Superintendent and Unit President shall agree upon a plan to provide an appropriate number of additional release days for all unit members, so as to meet the maximum number of workdays allowed by this provision.
- B. **Emergency/Snow Give-Back Days:** If schools are closed as a result of an emergency or snow closing day, unit members shall not be required to report to their work site. Administrators are on call during emergency and snow days. The District and the ESSAC recognize the importance of providing for the safety and welfare of students and staff. If an emergency closing occurs when school is in session, unit members will remain in their assignments 30 minutes after students and staff have departed (until the last bus reports in).
- If the District does not use one or more of the three (3) emergency/snow days, unit members will not be required to work on a number of days (“snow give-back days”) equal to the number of unused emergency/snow days. If the District used more than three emergency/snow days, unit members shall still be required to satisfy the Work Year requirement of Paragraph A, but not to exceed two-hundred-forty-three (243) days.**
- C. **Delayed Opening:** If school opening is delayed and a late arrival plan is implemented, the ESSAC and the District acknowledge that unit members will report to work as soon as they can safely do so (but no later than half hour before student arrival) based on the unit member’s personal judgment.
- D. **Snow Give Back Days:** Unit members will not be required to attend on “snow give back days” as long as the ETA is not required to attend.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute arising over the application or interpretation of any provision of this Agreement.

#### A. **Conditions/Definitions:**

1. A grievance shall be presented only by and on the behalf of an individual member or a group of members of this bargaining unit within twenty (20) working days of learning of the occurrence of the alleged violation or within ten (10) working days of a verbal or email request to the Superintendent from the unit president or designee that the alleged violation be corrected.
2. An aggrieved party or parties shall be entitled to any representative of his/her own choice at any step of the grievance procedure.
3. Failure by the grievant to appeal a decision at any step within the established time limits is to be construed as having the grievance dropped.
4. Failure to render a decision within the time limit provided herein, any step, shall automatically move the grievance to the next step, unless, by mutual consent, the time limits have been waived.

#### B. **Process:**

1. Step 1: Any grievance under this Agreement between a member of E.S.S.A.C./S.A.A.N.Y.S. and the District shall be settled in the first instance by the aggrieved person involved and/or his Association representative, if requested by the aggrieved person, with the Superintendent or designee. A grievance shall be submitted to the Superintendent or designee in writing, and shall be answered by said Superintendent or designee within fifteen (15) working days from the time the grievance was received.
2. Step 2: A grievance which is not adjusted under Step 1 may, at the request of either party within forty-five (45) working days of the Step 1 answer, be promptly submitted to the Board of Education. An ESSAC officer may present the unit's position to the Board in

person; provided, however, that such presentation shall be in the nature of an oral argument and shall not be a hearing nor require an interactive process with the Board.

3. Step 3: If such a grievance is not resolved at the Board of Education level, then either party may submit a grievance to a selected arbitrator for a decision which will be binding on both parties.

C. **Costs**: The District and E.S.S.A.C./S.A.A.N.Y.S. shall bear equally the arbitrator's cost.

## ARTICLE VII

### SALARY PROVISIONS

- A. **Raises**: Effective July 1, 2022, each unit member shall receive a 3.2% salary increase, and the retroactive component of such increase shall be paid within thirty (30) days of the signing of this Agreement. Effective July 1, 2023, each unit member shall receive a 3.2% salary increase. Effective July 1, 2024, each unit member shall receive a 3.2% salary increase.
- B. **Tenure**: An additional \$1,000 will be added to the base salary of an Administrator upon receiving tenure.
- C. **Longevity**: Raises for service will be added to the base salary according to the following schedule:
1. At the completion of 5 years with the District as a certified Administrator, an additional \$1,000 will be added to the base salary one time only.
  2. At the completion of 10 years with the District as a certified Administrator, an additional \$1,000 will be added to the base salary one time only.
  3. At the completion of 15 years with the District as a certified Administrator, an additional \$1,500 will be added to the base salary one time only.
  4. At the completion of 20 years with the District as a certified Administrator, an additional \$2,000 will be added to the base salary one time only.
- D. **Payday**: Unit members shall be paid on the 15<sup>th</sup> of the month and on the last day of the month. If

said days fall on a weekend or holiday, payday shall be on the public banking day immediately preceding the 15<sup>th</sup> or last day of the month. Salary shall be paid by Direct Deposit only.

- E. **New Employee Compensation:** The ESSAC unit president and Superintendent of Schools shall collaboratively determine the salary range for vacancy postings. This shall be done prior to the posting. The actual salary of new hires shall be determined by the Board of Education upon the recommendation of the Superintendent.
- F. **Mileage:** A local mileage allowance of \$750 shall be added to the administrative base salary yearly by July 1, and shall be added prior to applying any compensation percentage increase. Unit members shall continue to be reimbursed at the IRS rate for travel outside of Chemung County.
- G. **Residency Stipend:** \$1,000 stipend will be allotted for newly hired Administrators who choose to relocate to live within the boundaries of the Elmira City School District. Members who receive a promotion (change of assignment which results in an increase in salary) would also receive this amount if they agree to move into the District or if they already live in the District. This amount will be added to the base pay.
- H. **Technology Stipend:** The District shall provide a \$600.00 annual allowance to each unit member, prorated and paid through the District's usual payroll process. This allowance is to assist with the expense of the unit member's personal technology including but not limited to internet access, computer, cell phone usage including cellular data plan. It is understood that the unit members shall make themselves reasonably available for District business via their personal cell phones.
- I. **Doctorate Degree Award:** Effective July 1, 2016, the District will pay a one-time award of \$1,500 to any member who upon being awarded a doctorate degree. This award will not be added to the member's base salary.

## **ARTICLE VIII**

### **PROFESSIONAL PRACTICE PLAN**

- A. **Plan Development:** In an effort to enhance and support personal growth, the District and the

Association agree that professional practice and skill renewal are essential for personal growth. Development of a yearly professional practice plan will be a part of the yearly goal setting with each Administrator and his/her direct Supervisor and may include Mentoring, Peer Partnering, and/or Self-Directed Study. A workgroup will be established to develop a mentoring plan for untenured Administrators.

- B. **Non-tenured:** Non-tenured Administrators will also attend a range of summer coursework designed by the District to train them in aspects of Administration such as Budget, Personnel, Management, etc., for a period not to exceed 2 total days each summer. These dates are to be set by January 10 of each year by the District if they are to be mandatory for the upcoming summer; otherwise, the courses will be considered voluntary.
- C. **Tenured:** Other opportunities in an individual growth plan for tenured Administrators could include attendance at BOCES, Regional, State or National educational conferences as well as membership in Professional Organizations such as NAESP, NASSP, ASCD, etc., and Professional Visitation as approved by their direct Supervisor and funded by the District. Use of District funds for attendance at State or National conferences shall be decided upon by the Superintendent and the Association Board of Officers.
- D. **Other Opportunities:** This does not preclude the District from sending Administrators to other conferences that the Superintendent feels would assist in student success. It will be the responsibility of the unit member attending such conferences to share information from the conference with colleagues.
- E. **Annual Allocation:** The District shall allocate on July 1 of each year \$400 per unit member to support professional development. Each unit member has until February 1 of each school year to spend or encumber \$400 for professional development. These funds in part or in whole may be used toward the unit member's SAANYS dues. The District will thereafter combine unused allocations into a unit allocation, which may then be requested by the unit members, acknowledged by the unit president, and forwarded to the Superintendent for approval. The Superintendent may



at his/her discretion approve upon request the absence from work to attend any professional conferences or workshops. The allocation provided hereunder must be budgeted annually. Any unused allocation from a previous year shall not roll over to a new school year.

- F. **BOCES Programs:** Each unit member shall be granted time to attend professional conferences and workshops provided by BOCES as such offerings are made available.

## **ARTICLE IX**

### **PROMOTION AND TRANSFERS**

- A. **Consultation:** The Association President shall be consulted with regard to administrative vacancies, lateral, and involuntary transfers.
- B. **Posting:** All vacancies will be posted for a minimum of seven (7) days from the time the vacancy occurs.
- C. **Meeting:** The Superintendent shall meet with unit members who apply for a posted vacancy. The Superintendent shall determine which unit members will be formally interviewed.
- D. **Promotion:** When it has been determined by the Superintendent of Schools that a member of the administrative unit has received a promotion (exclusive of lateral transfer), the recipient of the promotion shall receive a higher yearly salary than he/she received in the previous position.
- E. **Transfers:** Transfers initiated by the District will not be made at the personal salary expense of the individual.

## **ARTICLE X**

### **SICK LEAVE**

- A. Each ESSAC member will be allowed 15 sick days per year after five (5) years of continuous service as an administrator, such a member will be allowed 16 sick days per year
- B. **Accumulation:** Sick days can be accumulated to a maximum of 243 days. Once accumulation falls below its possible maximum of 243 days, re-accumulation will resume.

C. **Pay Upon Retirement:** Should the administrator choose to retire and meet the New York State Teachers' Retirement guidelines to do so, the administrator will be paid for each unused sick day up to a maximum of 220 days. Unit members retiring after July 1, 2013, with 10 years or more of service to the District, will be paid as follows: having accumulated 45-99 days, at \$60.00 per day; having accumulated 100 or more days, at \$85.00 per day. To receive this mandatory payment by the Board of Education into his/her non-elective 403b account, the employee must establish a 403b account at least thirty (30) days prior to retirement.

D. **Family Sick Days:** Unit members may designate up to ten (10) days of their sick leave days yearly as "Family Sick Leave Days" for illness in their immediate family.

E. **Family and Medical Leave Act (FMLA):** The FMLA of 1993 enables "eligible" employees of the District to take unpaid leave for certain family and medical conditions or occurrences. The leave may be for a period of up to 12 weeks per year. Further details as to eligibility and benefits under FMLA are forth in Board Policy No. 6551.

All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the FMLA, as permitted by law. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than FMLA. Nothing contained in this Article shall limit the rights of the District or unit members under State and Federal Law.

F. **Sick Leave Bank:** The purpose of the sick leave bank will be to provide members of the Association with additional sick days in case of serious illness/or serious injury for personal use , including for the care of certain family members (ONLY as defined by the Family and Medical Leave Act) and who have exhausted all of their accumulated sick and personal leave. Each year Personnel will report to the ESSAC Association President as to the total days available in the Sick Leave Bank as of June 30. In addition to the 50 days to establish this bank, the Association President shall collect one (1) day from each current or newly hired member. Members may be required to donate additional days at the discretion of the ESSAC Board. Days donated by

members will be subtracted from their accumulated sick leave and will not be repaid to them in any way.

- G. **Contribution of Sick Leave:** Administrators who have accumulated the maximum of two hundred twenty (220) sick days can contribute unused sick days to the bank. Additionally, a member may donate, at their discretion, up to an additional twenty (20) days in any school year from their accumulated sick leave. Notice of days to be donated shall be given in writing to the Personnel Dept. by June 30 of each year.
- H. **Request for Sick Leave Bank Use:** The request for use of Sick Leave Bank will be in writing to the Superintendent of Schools and the Association President. The request must identify the number of days requested and must be accompanied by a physician's statement identifying the extent of the illness as FMLA qualifying and the expected recovery period. The limit of days that may be requested will be one hundred eighty (180) days.
- I. **Determination:** Individual usage of the sick bank days will be determined by the Superintendent of Schools and the Association Officers.
- J. Once the Administrator has returned to work, the use of additional (unused) Emergency Sick Bank days will terminate.
- K. All ESSAC members must report all sick time to their immediate supervisor prior to sick leave usage. The only exception to reporting prior to usage is in the case of emergency.

## **ARTICLE XI**

### **PERSONAL LEAVE**

- A. All full-time administrative personnel shall receive two (2) days of non-cumulative personal leave each year with pay. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours and for reasons of a serious enough nature as to cause undue inconvenience or hardship.

- B. **Requests:** Requests for such absence will be submitted in writing to the Superintendent of Schools or designee by completing the personal leave request form except in case of emergency where advance notice cannot be given. Administrators need not specify the exact nature of the use of the personal leave day. Additional personal leave which will be deducted from sick leave may be granted to individual employees in extenuating circumstances by the Superintendent of Schools or designee.

## ARTICLE XII

### BEREAVEMENT AND COURT ATTENDANCE LEAVE

- A. **Relative:** Leave without loss of pay up to five (5) days in the professional discretion of the administrator will be available for the death of a relative/cohabitant. The administrator shall notify the Superintendent prior to any use of bereavement leave. If any other time is taken, it shall be with the permission of the Superintendent. Additional days shall be charged against the employee's sick leave. Leave without loss of pay to attend a funeral of a teacher or school employee, for not more than one (1) day, may be permitted with the consent of the Superintendent or his/her designee.
- B. **Court:** Leave without loss of pay is granted for court attendance when on school business or when subpoenaed, but not when such court attendance is for the administrator's personal business (for which the administrator must use accrued personal or vacation leave).
- C. **Jury Duty:** Within reason, school employees are encouraged to fulfill their civic obligation in cases of jury duty and shall be provided paid leave for such duty.

## ARTICLE XIII

### SABBATICAL LEAVE

Members of the administrative staff who have served for seven (7) years as an Administrator may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for study or health according to the following provisions:

- A. **Application:** Applicants must file with the Superintendent of Schools a statement of definite

purpose for which leave of absence is desired. For sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued.

Sabbatical leave for health reasons specifically excludes maternity and requires recommendation of the school physician and Superintendent.

- B. **Reports:** Persons granted sabbatical leave of absence for study are required to submit a report twice each semester to the Superintendent of Schools during such absence, indicating the extent of the study or the nature of the courses taken at a university and the application of these to the work of the individual concerned. If such reports indicate the conditions of application for said sabbatical leave are not being met, the leave may be terminated by the Board at any time at the recommendation of the Superintendent.
- C. **Return Agreement:** Applicants must file with the Board a written agreement to remain in the service of the Board for two (2) years after the expiration of such leave, or in case of resignation within two (2) years, to refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of two (2) years shall bear to said period.
- D. **Duration:** Such leave shall be granted for one-half ( $\frac{1}{2}$ ) or one (1) full year. An administrator taking leave shall not be eligible for another such leave until seven (7) years have expired after his return.
- E. **Salary:** An administrator on sabbatical leave will receive one-half ( $\frac{1}{2}$ ) of contract salary for the length of leave.
- F. **Limit:** At any time, not more than two (2) of the professional staff regularly employed shall be on leave of absence. In case the number of applications shall exceed two (2), these principles shall be considered in making the selection:
  - 1. Length of service, preference being given to those longest in service.
  - 2. Distribution by schools, care being taken that the number from any school shall not be comparatively excessive.
  - 3. Nature of service, provision being made that the benefits of such leaves of absences shall

be distributed as fairly as possible among all grade, high school and supervisory positions.

- G. **Salary Increments:** Regular annual salary increments shall be given for time of leave, the same as for regular service in the school.
- H. **Application:** Applications must be filed three (3) months (excluding July and August) prior to planned sabbatical leave. In unusual circumstances, a later application may be considered.
- I. Any major change of plans during the time of a sabbatical leave must have the approval of the Superintendent or salary payment may be discontinued immediately.
- J. The employee on leave will be eligible for his normal salary increments and fringe benefits. The Board will pay the normal retirement rate on the reduced salary.

#### **ARTICLE XIV**

##### **PARENTAL LEAVE**

A parental leave of absence without pay shall be granted to an administrator for the purpose of childbearing and/or child rearing as follows:

- A. **Childbearing:** An administrator who is pregnant shall be entitled, upon request accompanied by a physician's certificate of pregnancy, to a childbearing parental leave beginning at any time between the commencement of her pregnancy and the birth of her child. This childbearing parental leave shall be granted for a maximum of one (1) year, unless an extension of one (1) year or less is requested by the administrator and granted by the Board. Said administrator shall notify the Superintendent in writing of her desire to take such leave, and except in case of emergency, should give notice at least sixty (60) working days prior to the date on which her leave is to begin. An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and has the approval of her physician. All or any portion of leave taken from work because of a medical disability connected with or resulting from her pregnancy may, at the administrator's option, be charged to her available sick leave.

- B. **Child-raising:** An administrator shall be entitled to a maximum of one (1) year parental leave to assist in rearing his/her child, who resides in his/her household, until the child is one (1) year of age, unless an extension of one (1) year or less is requested by the administrator and granted by the Board. Said administrator shall notify the Superintendent in writing of his/her desire to take such leave, and except in case of emergency, should give such notice at least sixty (60) working days prior to the date on which his/her leave is to begin.
- C. **Adoption:** An administrator adopting a child shall be entitled, upon request, to a maximum leave of one (1) year to commence at any time during the first year after adopting said infant child, provided sixty (60) working days' notice is given prior to commencement of leave.
- D. **Return:** An administrator who is granted a parental leave of absence pursuant to the above shall have the following re-employment rights:
1. **Return from Leave:** Within ninety (90) days after notifying the Superintendent of his/her desire to return from parental leave, the administrator shall be assigned to an available position within his/her tenure area. Should there be no available position, the administrator would have all rights under Section 2510, subdivision 3 of the N.Y.S. Education Law, as same may be amended.
  2. **Salary:** Such administrator will not receive a raise under the salary provisions of this Agreement if he/she did not work at least ninety (90) workdays in the fiscal year preceding their return to work. If the administrator's service exceeds ninety (90) working days, in the preceding fiscal year, the administrator will receive a salary increase under the appropriate provision of Article VII hereof.
  3. **Insurance:** While on leave the administrator shall have the option to remain an active participant in the Elmira City School District's Health Insurance offerings by contributing the full cost of the premiums for his/her selected program.

## ARTICLE XV

### INSURANCE ANNUITY PLAN

- A. The Board agrees that in accordance with Section 3109 of the N.Y.S. Education Law, it will enter into an agreement with any employee to reduce the annual salary of such employee for the purpose of purchasing an annuity for such employee which qualifies under Paragraph 403-b and/or 457(b) of the Internal Revenue Code of 1954. For each year of this Agreement, requests for such agreement must be made by the employee between September 1 and October 11, or between January 1 and January 17 of the appropriate year.
- B. The arrangement shall be in such form as counsel for the Board deems necessary to comply with the provisions of the N.Y.S. Education Law and the Internal Revenue Code as the same may from time to time be amended.

## ARTICLE XVI

### HEALTH INSURANCE

- A. **Eligibility:** The District shall provide individual, two-person, or family health, dental, and vision benefits to all ESSAC members who are employed by the District in positions that regularly require thirty (30) or more hours of service per week (each such person, an “Eligible Employee”) and retired ESSAC members who retire while this Agreement is in effect and who, on the date of their retirements: (a) are employed in such positions, (b) are enrolled as a participant in plans sponsored by the District offering such benefits (or as the spouse of a participant if both spouses are employees of the District), (c) have completed at least ten (10) years of employment with the District, and (d) have written confirmation from the applicable New York State Retirement System evidencing their approval for retirement benefits (each such person, an “Eligible Retiree”). In the event of the death of an insured employee, the spouse and covered dependents of the employee may continue health insurance with the District on the same terms as such would have been provided to the insured employee by paying the same percent of the applicable premium as the insured paid.



**B. Health, Vision, and Dental Coverage For Employees:**

1. The District shall provide all Eligible Employees the opportunity to participate in the following health benefits:
  - a. Medical, surgical, and prescription drug coverage for participants and their spouses and dependents as set forth in the Excellus PPO Plan.
  - b. Dental coverage (including coverage for preventive care and orthodontic care) for participants and their spouses and dependents as set forth in the Delta Dental PPO Plus Premier Plan II.
  - c. Vision coverage (including coverage for eye examinations, eyeglasses, and contact lenses) for participants as set forth in the Davis Vision Premier Platinum Annual Plan
2. An Eligible Employee shall be eligible to participate in vision and dental benefits offered by the District even if he or she does not participate in the medical, surgical, and prescription drug coverage described in (a) above.

**C. Health, Vision, and Dental Coverage for Retirees:** Each Eligible Retiree shall be provided by the District an opportunity to participate in the benefits described above in Section B, as such benefits might be altered from time to time by negotiations between the District and ESSAC for its active members, until such date as he or she becomes eligible to enroll in Medicare Part A or Part B (“Medicare Eligibility Date”), upon which date, the Eligible Retiree’s participation in the plans affording such benefits shall terminate provided, however, that the spouse/dependent of such Eligible Retiree may continue to participate until his/her own Medicare Eligibility Date, after which the following shall also be offered to such spouse/dependent. From and after an Eligible Retiree’s Medicare Eligibility Date, the District shall provide him or her the opportunity to participate in a Medicare Advantage plan. In the event that the District does not offer an Eligible Retiree who has reached his or her Medicare Eligibility Date the opportunity to participate in a Medicare Advantage plan that provides dental coverage, the District shall permit such Eligible Retiree to continue his or

her participation in a plan described Section B(1)(b) until such time as the District offers him or her the opportunity to participate in a Medicare Advantage plan that provides dental coverage.

**D. Contributions to the Cost of Providing Health Benefits:**

1. **Premiums:** The District shall pay an amount equal to eighty percent (80%) of all premiums and premium equivalents due for the benefits described in Section B(1)(a) and in Section C. In addition, the District shall pay an amount equal to one hundred percent (100%) of all premium equivalents and premium contributions due for the benefits described in Section B(1)(b) and Section B(1)(c). An Eligible Retiree shall pay the same applicable contribution as active employees, which may increase from year to year. The District shall reimburse an Eligible Retiree hired before July 1, 2019, who enrolls in Medicare Part B the amount paid by such Eligible Retiree for Medicare Part B premiums, up to the annual amount of the Medicare Part B premium, for any such premiums paid after the Eligible Retiree provides enrollment verification to the District, and shall do so pro rata in January and July of each year.

For unit members who are hired on or after July 1, 2019 the district will no longer reimburse an Eligible Retiree who enrolls in Medicare Part B the amount paid by such Eligible Retiree for Medicare Part B premiums. In the event that the retiree or other family members covered under the District offered plan becomes Medicare eligible prior to the remaining covered participants, the District shall provide an individual Medicare Supplemental coverage plan, which will then be converted to a multi-person or family coverage upon proof that all members under the plan are covered under Medicare.

Retirees shall contribute for life, twenty percent (20%) of the premium rate, calculated on an annual basis, for health coverage under the retiree's family or multi-person coverage at the time of retirement.

2. **Payments:** Each Eligible Employee or Eligible Retiree who is eligible to participate in the plans described in Section B and Section C shall, as a condition of his or her participation in such plans, remit to the District an amount equal to that portion of the premiums or premium

equivalents (as applicable) not paid for by the District pursuant to the preceding paragraph due for his or her coverage (and that of any spouse and dependents enrolled through him or her) under such plans. The District shall afford all employees eligible to participate in one or more of the plans described in Section B an opportunity to participate in a premium conversion plan through which they may pay their share of premiums and premium equivalents due for their coverage under such plans via pre-tax withholding from their wages, which premium conversion plan may require an affirmative written election by employees who do not wish to pay their share of premiums or premium equivalents via pre-tax withholding. Eligible Retirees shall pay installments, in advance, on the first day of July, October, January, and April.

**E. Continuation of Benefits During Unpaid Leave:** An employee who is on an unpaid leave of absence from his or her employment with the District that qualifies as leave to which the employee is entitled under the Family and Medical Leave Act of 1993, as amended (“FMLA Leave”), may continue his or her participation in plans described in Section B in which he or she is participating on the date of the commencement of such leave by making all contributions therefor required under Section D. An employee who is on an unpaid leave of absence from his or her employment with the District that is not FMLA Leave shall be required to pay the District an amount equal to (a) for the first month of such leave, the contributions determined under Section D for such month, and (b) for the remainder of such leave, one hundred and two percent (102%) of the premiums or premium equivalents therefor, as a condition of the continuation of his or her participation in such plans for the duration of such leave.

**F. Cash-in-Lieu of Health Benefits:**

1. **Benefit:** Effective July 1, 2014, the District shall permit each Eligible Employee the opportunity to elect to receive a cash benefit equal to two thousand five hundred dollars (\$2,500.00) in exchange for the Eligible Employee’s waiver of his or her right to participate (as an employee, without regard to participation as a spouse or dependent) in the benefits described in Section B(1)(a) for any fiscal year of the District. Such a waiver shall be made

in writing prior to the first day of the fiscal year for which it shall be effective or, for newly eligible employees, during an initial enrollment period specified by the District, and otherwise be made on such forms and at such times as the District shall determine from time to time. If the Eligible Employee who executes such a waiver has a spouse on his/her coverage who (a) is an employee of the District at the time of the waiver and (b) does not otherwise elect to participate in the benefits described in Section B(1)(a), such spouse shall receive a cash benefit equal to one thousand two hundred fifty dollars (\$1,250), but only if such spouse does not receive a greater amount under another agreement or benefit plan.

2. **Changes:** Once made, such a waiver shall be irrevocable for the fiscal year for which it has been made; provided, that an Eligible Employee who waives his or her right to participate in the benefits described in Section B(1)(a) on account of his or her enrollment in other similar benefits or coverage shall be permitted to revoke his or her waiver and elect to commence participation in the plan providing the benefits described in Section B(1)(a) upon the loss of such other coverage, subject to the terms and conditions of such plan. In the event that a waiver of benefits is revoked by an Eligible Employee mid-fiscal year, as permitted by the preceding sentence, the cash benefit to which he or she shall be entitled for the fiscal year shall be reduced pro rata for every full or partial month in which he or she participates in benefits described in Section B(1)(a) during such fiscal year. If already paid to the Eligible Employee, the amount by which his or her cash benefits are reduced shall be added to the employee's share of premiums or premium equivalents due for the fiscal year under Section D. If an Eligible Employee becomes newly eligible for and makes an appropriate election to receive cash benefits described in this section mid-year, the cash benefit for which he or she shall be eligible shall be prorated as described in the second sentence of this paragraph.

- G. **Health Flexible Spending Account:** The District shall afford each Eligible Employee the opportunity to participate in a health flexible spending account plan ("Health FSA") into which he

or she may elect to have contributions made via pre-tax withholding from his or her wages. All costs of administration of the Health FSA will be borne by the District.

## ARTICLE XVII

### PAYROLL DEDUCTIONS

A payroll deduction plan for tax sheltered annuities, all professional association dues and direct deposit of salary shall be implemented by the Board of Education for each administrator so requesting. When authorized, the District will make payment of TSA's basis within four (4) work days of payday. Employees may designate one account at any one bank which is federally insured for direct deposit of payroll check.

## ARTICLE XVIII

### VACATION AND HOLIDAYS

- A. **Accrual:** For all Administrators hired after July 1, 2007: Employees will begin to earn vacation time at the rate of two (2) vacation days per full month of service and may use those days as they are earned.
- B. **Use of Vacation Days:**
1. **Non-tenured Administrator:** Non-tenured ESSAC employees will take vacation on days that school is not in session for children. Exceptions can be granted by the Superintendent.
  2. **Tenured Administrator:** Should a tenured Administrator desire to use vacation days when school is in session, it is a professional expectation that the Administrator will discuss vacation plans with the Superintendent/Designee.
- C. **Vacation Bank:** After July 1, 2010, employees can accrue up to forty (40) days of unused vacation in a "Vacation Bank". Up to eight (8) unused vacation days per year may be used to receive the daily pay rate (of 1/240) and such days will be deducted from the number of accrued vacation days. Days which are placed in the bank may be withdrawn to use as vacation according to stipulations in sections A and B above. At the time of retirement, all vacation days will be paid out to the

administrator at their separation as a cash payment which will be done as a separate check within thirty days of separation.

- D. Unit members must use this vacation time no later than August 31 of the following year. Unit members must notify the business office of the number of days to be “banked or cashed-in” by June 30 of each year. Earned vacation days may be cashed in anytime during the year up to the limit set forth in Section C above, with 30 days’ written notice to the District Business Official. Unused, accumulated vacation and current year unused vacation shall be paid at the unit member’s per diem rate when the administrator leaves District employment. If a unit member leaves District service within the year, his/her credit of vacation time will be prorated to the date the unit member leaves District employment.
- E. **Holidays:** Each unit member will receive fifteen (15) paid holidays per year as set in the school calendar.
- F. Upon submission of written, at least 30 days prior to separation from the district, including for the purpose of retirement, the District shall reimburse the unit member for all remaining accrued vacation days at the per diem rate (1/240). This reimbursement shall only be provided on or within forty-five (45) days after the first date of separation from the district and the qualifying unit member may choose between one of the following two methods of reimbursement as follows:

Option 1: The reimbursement shall be made in the form of a single lump sum payment.

-OR-

Option 2: The reimbursement shall be a contribution to the member’s 403(b) account..

In the case of this option, the employer non-elective contribution will be deposited into the qualifying unit member’s chosen IRC 403(b) account subject to the contribution limitations set forth in Internal Revenue Code section 403(b), 402(g) and 415.

In no event will a deposit be made to a unit member's identified IRC 403(b) account which causes the contribution to exceed the applicable contribution limitations set forth in the aforementioned Internal Revenue Code sections.

In the event that a deposit is delayed due to IRC contribution limitations, that deposit will be made in the next taxable year in which a deposit can be made without exceeding IRC limitations; provided, however, that no such deposit will be made in a taxable year which is more than five (5) taxable years following the taxable year in which the unit member became eligible to receive the employer non-elective contribution.

- G. **Common Planning/Common Work Days:** Unit members shall meet on three (3) common planning days and up to five (5) common work days during the period June 30 to September 1. The District will notify the Unit President by December 1 as to whether or not there will be common planning and/or work days in the following year. These days will then be established collaboratively with the Unit President (E.S.S.A.C.) no later than January 10 of each calendar year. As long as the aforementioned deadlines are met, participation in common planning days shall be mandatory activities unless excused by the Superintendent of Schools (or designee) due to extenuating circumstances.

## **ARTICLE XIX**

### **ASSAULT ON ADMINISTRATOR**

- A. 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.

- B. Administrators 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 (48) hours, except in extenuating circumstances.
- C. The Superintendent, or his/her representative, shall acknowledge to the administrator receipt of such report within forty-eight (48) hours or soon thereafter as may be possible. The administrator's report will be forwarded to the Board.
- D. If a physical assault on an administrator results in lost time, the administrator shall be paid in full for as long as the disability lasts up to a maximum period of one hundred and eighty (180) work days from the date of the assault. All paid absences under this Article shall not be deducted from accumulated sick leave to which such 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 received \$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.
- E. The District agrees to comply with Sections 3023 and 3028 (N.Y.S. Education Law), as the same shall be amended from time to time.



## **ARTICLE XX**

### **EVALUATION**

- A. Members of the E.S.S.A.C./S.A.A.N.Y.S. shall not be evaluated by members of other bargaining units.
- B. **Evaluations:** The parties agree to separately negotiate and memorialize evaluation standards and processes consistent with Education Law **3012-d** and all regulations promulgated pursuant thereto. Unit members subject to the separately-negotiated evaluation plan shall not be subject to the evaluation process detailed below. Unit members not subject to the separately-negotiated evaluation plan shall be evaluated annually in accordance with the following process:
1. Such unit members shall be evaluated by the principal, supervisor, director, assistant/deputy superintendent, or superintendent to whom such unit member directly reports.
  2. The evaluation period will cover performance between August 1 and July 30 each year.
  3. The following will be completed by August 31 of each year:
    - i. Such unit members will meet with the applicable evaluator to review the previous year and set goals for the upcoming year.
    - ii. Written evaluations of the previous year will be placed in the Personnel File by the applicable evaluator.
  4. Such unit member shall have the opportunity to read and sign same to acknowledge receipt and attach his/her written comments within ten (10) school days if desired.
  5. Nothing contained in this Article precludes the Superintendent/Designee from meeting at any time with such unit members regarding job performance.
  6. Such a unit member may grieve the failure of the District to comply with the procedures set forth in this Article. The substance of an evaluation made by the Superintendent or Director/Designee, however, is not grievable.

7. The agreed upon evaluation instrument and criteria to be used for the evaluation of all unit members who are not subject to the separately negotiated evaluation plan required under Education Law 3012-d shall be included as APPENDIX A. This appendix shall be reopened for review at any time during the duration of this collaborative bargaining agreement upon request of either party. If such review leads to an agreement by both parties to change Appendix A, such change will take effect in the immediately following evaluation cycle and shall not involve the reopening of any other portions of this collective bargaining agreement.
8. The instrument and criteria will remain in effect unless amended for subsequent years upon mutual agreement of the parties.

## **ARTICLE XXI**

### **MEETINGS**

The Superintendent/Designee and ESSAC President/ESSAC Board shall meet once per month between September and June and at such other times as they may mutually agree.

## **ARTICLE XXII**

### **PERSONNEL FILE**

A unit member shall be furnished a copy of material placed in his/her personnel file upon written request with 48 hours' notice. A member shall be afforded the opportunity to affix his/her signature to any material placed in his/her personnel file. Such signature shall signify that the unit member has examined the material and does not necessarily indicate agreement. The unit member shall have the opportunity to respond and submit a written statement to the aforementioned material.

## **ARTICLE XXIII**

### **100.11 PLAN FOR PARTICIPATION**

ESSAC agrees that it and its membership will fully meet the requirements of the District's 100.11 Plan for Participation as currently approved by the Board of Education and as it may be amended from time to time.

## ARTICLE XXIV

### ADMINISTRATIVE COVERAGE

- A. Arranging Substitutes:** The District shall be responsible for arranging a substitute upon learning that an administrator will be absent from work.
- B. Temporary Assignments:** The Association acknowledges the right of the District to assign administrators to temporary duties from time to time in the District's sole discretion, consistent with certification requirements. Temporary assignments are neither promotions nor transfers hereunder. This paragraph is intended to provide compensation terms only and does not limit in any other way the District's right to make staffing or assignment decisions. Any references in this Section B to principals, supervisors, or assistant principals/supervisors shall be deemed to include anyone in such a role on an acting or interim basis.
1. When a principal or a supervisor is absent from her/his building/program for routine matters including, but not limited to, attendance at meetings, attendance at school events, court appearances, bereavement leave, personal leave, sick leave, or vacation, the administrator assigned to act as the senior administrator in the building/program during such absence shall not be entitled to any additional compensation.
  2. When a principal or a supervisor is absent from her/his building/program for other than routine matters including, but not limited to, leave taken pursuant to the Family and Medical Leave Act and any other leave exceeding thirty (30) consecutive work days, the administrator assigned to act as the senior administrator in the building/program during such absence shall be entitled to additional compensation as set forth herein.
    - a. Starting on the thirty-first (31<sup>st</sup>) work day, the assigned

administrator will be paid additional compensation as detailed below. The additional compensation shall be paid from the first work day if the absence was scheduled to exceed the work days at the outset.

- b. For days on which students are not in session, no such additional compensation will be provided.
  - c. For days on which students are in session, such additional compensation shall be \$110.00 per school day actually worked.
3. When an assistant principal or an assistant supervisor is absent from her/his building/program for routine matters including, but not limited to, attendance at meetings, attendance at school events, court appearances, bereavement leave, personal leave, sick leave, or vacation, neither the principal//acting principal/supervisor nor any other assistant principal/supervisor nor any other assistant principal/supervisor assigned to that building shall, during such absence, be entitled to any additional compensation.
  4. When an assistant principal or an assistant supervisor is absent from her/his building/program for other than routine matters including, but not limited to leave taken pursuant to the Family and Medical Leave Act and any other leave exceeding thirty (30) consecutive work days, the principal/supervisor and any other assistant principal/supervisor assigned to that building/program shall, during such absence, be entitled to additional compensation as set forth herein.
    - a. Starting on the thirty-first (31<sup>st</sup>) work day, the principal//supervisor will be paid the additional compensation as detailed below. The

additional compensation shall be paid from the first work days at the outset if the absence was scheduled to exceed ten work days at the outset.

- b. For days on which students are not in session, no such additional compensation shall be provided.
- c. For days on which students are in session, such additional compensation shall be \$80.00 per work day actually worked, but if there be one or more assistant principal/supervisor(s) assigned to the building/program, such amount shall be prorated between the principal/supervisor and remaining assistant principal/supervisor(s).

5. If, during any period in which prorated amounts are being paid, one or more of the individuals receiving the prorated amounts is absent from the building for routine matters, no change in the prorated amount will be made for the individuals actually working. Under this subparagraph, it is understood that the District might pay in the aggregate less than the full daily amount set forth above on days of such additional routine absences.
6. If, during any period in which prorated amounts are being paid, one or more of the individuals receiving the prorated amounts is absent from the building for other than routine matters, a change in the prorated amounts will be made for the remaining individuals actually working. Under this subparagraph, it is understood that the District would pay in the aggregate the full daily amount set forth above, plus multiples thereof based on the number of principals/supervisors or assistant principals//supervisors absent for other than routine matters.

## ARTICLE XXV

### NURSE PRACTITIONER

- A. **Work Year:** The work year of the Nurse Practitioner ("NP") shall be the District's 10-month calendar plus twenty (20) days in the summer.
- B. **School Holidays and Breaks:** The Nurse Practitioner shall be granted each holiday and break on the 10-month calendar.
- C. **Leave Time:** The Nurse Practitioner shall accrue, accumulate, and use sick, personal, bereavement and parental leave on a prorated basis, (based on the relative length of the NP work year as measured in days) on the same terms as other unit members. The Nurse Practitioner shall not accrue or use vacation leave.
- D. **Effective Date:** The addition of the Nurse Practitioner to the unit and the application of this Article

shall be effective July 1, 2014.

## ARTICLE XXVI

### ADMINISTRATOR MENTORING

A. The District and the Association agree that mentoring administrators is beneficial for both parties and ultimately has the effect of improving the overall support and growth of students.

B. Mentoring Program Description

In order to provide the most effective mentoring we aspire to ensure that mentors are provided with appropriate training and the cardinal rule of shared confidentiality is adhered to by both mentor and mentee. The plan shall be in compliance with Commissioner's Rules and Regulations (Section 100.2(dd)(iv) as may be amended).

C. Mentor Qualifications and Selection

Those in ESSAC members interested in becoming a mentor must submit their name in writing to the ESSAC president. When selecting a mentor, the District and ESSAC president will mutually ensure that each mentor is a tenured administrator in good standing and is not a direct supervisor of the mentee. The ESSAC President shall collaborate with colleagues as needed to create a list of intended assignments of mentors to mentees, which will be presented to the Superintendent for final approval. Mentors will be assigned prior to the start of each school year, or within 30 days of an untenured administrators hire date prior to May 1.

a. Mentor Compensation and Responsibilities

i. A mentor shall be compensated at a rate of five hundred dollars (\$500.00) per year, for each administrator they are assigned to mentor. In order to obtain this stipend, the mentor will be required to attend up to two (2) annual trainings when provided by the District. In addition, all mentors will engage a minimum of ten(10) meetings with their mentee and all meetings are to be a minimum of sixty

(60) minutes in length. At least three (3) of these meeting must be conducted between the months of January and June. A record of the topics discussed during each meeting is to be maintained.

“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.”


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

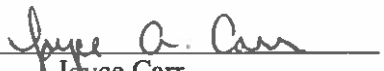
ELMIRA CITY SCHOOL DISTRICT

THE ELMIRA SCHOOL SUPERVISORY  
AND ADMINISTRATIVE COUNCIL OF THE  
SCHOOL ADMINISTRATORS  
ASSOCIATION OF NEW YORK STATE

Dated: 9/22/2022

Dated: 9/28/22

By:   
Hillary Austin  
Superintendent of Schools

By:   
Joyce Carr  
ESSAC President