



## **CONTRACT**

**by and between the**

**COBLESKILL-RICHMONDVILLE  
ADMINISTRATORS ASSOCIATION**

**and**

**The Chief School Officer of the  
COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT**

**July 1, 2021 - June 30, 2025**

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## **PREAMBLE**

This agreement is made and entered into on the twenty-first day of June of 2021, by and between the **Chief School Officer of the Cobleskill-Richmondville Central School District**, hereinafter referred to as "The District," and the **Cobleskill-Richmondville Administrators Association**, hereinafter referred to as "The Association."

## **ARTICLE I: RECOGNITION**

The Board of Education of the Cobleskill-Richmondville Central School District, having determined that the Cobleskill-Richmondville Administrators Association (C-RAA) has been designated and selected by a majority of the employees of the unit described herein, hereby recognizes the Cobleskill-Richmondville Administrators Association as the exclusive negotiating agent for the purpose of collective negotiations.

In accordance with provisions of Section 208, Chapter 392 of the Laws of 1976, as amended, such recognition shall extend for the maximum amount of time permissible.

The unit herein before referred to is described as follows:

Included in the Unit are all certified administrators serving in the following roles:

1. Building-Level Administrators, including the high school principal, middle school principal, elementary principal(s), and any assistant principals. Principals shall ordinarily be appointed to a 12-month assignment. Assistant principals may be appointed to an 11-month or 12-month assignment.
2. District-Level Administrators, including directors or assistant directors in the following divisions/departments: Information Technology, Student Services, and Teaching and Learning. Directors ordinarily shall be appointed to a 12-month assignment. Assistant directors may be appointed to an 11-month or 12-month assignment.
3. Part-Time, Administrative Dean of Students (10-month, 11-month, or 12-month).

Excluded from the Unit: All other employees.

## **ARTICLE II: NEGOTIATION PROCEDURES**

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of the Agreement.

B. No later than January first of each year in which the contract expires, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded 120 days prior to the end of the Cobleskill-Richmondville Central School fiscal year, or an impasse is encountered, either party may request the use of mediation. The parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement.

C. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the District, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider the proposals, and reach compromises in the course of negotiations.

### **ARTICLE III: GRIEVANCE PROCEDURES**

#### **A. Declaration of Policy**

It is the intention of the District and the Association that all alleged grievances be resolved informally or at the earliest possible stage of this procedure. It is also hereby declared that the purpose of this procedure is to provide a means for orderly settlement of alleged grievances.

#### **B. Definitions**

1. "Aggrieved Party" shall mean any person in the negotiating unit filing a grievance.
2. "Administrator" shall mean any administrator or immediate supervisor responsible for or exercising any degree of supervision over the unit member.
  - a. "Chief Administrator" shall mean the Chief School Officer of the District.
  - b. "Immediate Supervisor" shall mean the administrator to whom the unit member is directly responsible.
3. "Representative" shall mean the person or persons designated by the aggrieved party as his/her counsel or to act in his/her behalf.
4. "Grievance" shall mean any violation of this Agreement.
5. "Party in Interest" shall mean the person or persons filing the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
6. "Days Referred To" shall be days in which school is in session, except between the last day of June and the first day in September, where days shall mean calendar

days excepting Saturdays, Sundays, and holidays and where already noted as calendar days.

C. Basic Principles

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. An aggrieved party shall have the right to present grievances in accordance with this procedure, free from coercion, interference, restraint, discrimination or reprisal.
3. An aggrieved party shall have the right to be represented at any stage of the grievance procedure by a person or persons of his/her own choice, except that he/she may not be represented by a person or persons of any organization other than the recognized exclusive negotiating agent or its affiliate(s).
4. Each party to a grievance shall have access, at reasonable times, to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief School Officer of the District to take such steps as may be necessary to give force and effect to this procedure. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in this procedure.
7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
8. All grievances shall be initiated at level one of the grievance procedure.
9. No alleged grievance shall be entertained and such grievance shall be deemed waived unless the allegations are initiated at level one within ten (10) school days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.
10. During the information (oral) stage of the grievance procedure, the aggrieved party, or his/her representative, shall clearly state that the meeting is a level one grievance proceeding. During the formal (written) presentation of an alleged grievance, it shall be incumbent upon the aggrieved to include the name and position of the aggrieved

party, the identity of the claimed violation, misinterpretation or inequitable application of the Agreement or of any existing laws, rules, regulations or policies upon which the grievance is based, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party.

11. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### D. Procedure

1. Level One - The aggrieved party and/or his/her representative shall orally present his/her grievance to his/her immediate supervisor (i.e. Assistant Principal to Principal) who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to Level Two.
2. Level Two
  - a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved party and/or his/her representative may make a written request to the Chief School Officer for review and determination.
  - b. The Chief School Officer shall immediately notify the aggrieved party and/or his/her representative, the immediate supervisor and any other administrator previously entering a determination in the case to submit written statements to him/her within five (5) school days, setting forth the specific nature of the grievance, the fact relating thereto, and the determination(s) previously rendered.
  - c. If such is requested in the written statement of either party pursuant to paragraph "b" above, the Chief School Officer shall notify all parties in interest of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph "b" above.

d. The Chief School Officer shall render his/her written determination to the parties in interest within ten (10) school days after the written statements pursuant to paragraph "b" have been presented to him/her.

3. Level Three - If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after he/she had first submitted his/her grievance pursuant to Section "2. a" of this procedure, he/she may file the grievance in writing with the Board of Education. The Board of Education will meet with the parties in interest for the purpose of resolving the grievance. The Board of Education will render its written determination to the parties within fifteen (15) school days after said meeting.

4. Level Four - Binding arbitration

a. If the aggrieved party is not satisfied with the decision at Level Three, and the grievance is an alleged violation of this Agreement, he/she may submit the grievance to binding arbitration by filing written notice with the Board of Education within ten (10) calendar days after receipt of the decision at Level Three.

b. The aggrieved party and the Grievance Committee, if they are not satisfied with the Level Three decision, may appeal the decision to arbitration by sending by certified mail two (2) completed Demand for Arbitration or Submission to Arbitration to the appropriate regional office of the American Arbitration Association (AAA) within ten (10) calendar days of receipt of the Level Three decision. A copy of the completed Demand for Arbitration or Submission to Arbitration must be delivered to the Chief School Officer at the same time the original is mailed to the AAA. Thereafter, the selection of an arbitrator and the arbitration process shall proceed in accordance with the procedures of the American Arbitration Association.

c. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to modify or amend it or to make a decision contrary to law. The decision shall be binding. The arbitrator shall render his/her decision in writing within thirty (30) calendar days of receipt of final briefs from both parties and set forth his/her findings and conclusions on the issues submitted. Both parties agree that the decision of the arbitrator is binding.

The election to submit a grievance to binding arbitration shall automatically be a waiver of all other remedies, judicial bodies or courts, which otherwise could be available.

d. The costs for 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 Board and the Association.

**E. Miscellaneous Provisions**

1. Members of the negotiating unit may not initiate or carry forward a grievance unless through the existing procedures of this Agreement.
2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. Necessary forms for filing grievances pursuant to this Agreement will be jointly prepared by the Chief School Officer and a representative of the Association.

**ARTICLE IV: SALARIES and other PROFESSIONAL COMPENSATION**

A. In return for daily and yearly work and supervisory schedules necessary to complete professional duties, salary compensation is established for the specific individuals now in the job titles. Should vacancies occur, the Board of Education will hire replacements without any restrictions from this contract. The Board of Education reserves the right to pay additional monies to unit members for extra services rendered by the unit member.

B. The annual salary shall be paid over a twelve-month period in equal installments and is subject to deductions as may be authorized or may be required by law.

C. At the beginning of each school year, for the duration of the contract, base salaries/compensation shall be increased as follows:

2021-22: 3.25% (on first \$100,000 of base salary); 2.75% on remainder of base salary

In addition, each member shall receive a \$1,000 non-salary payment in the 2021-22 school year, payable as follows: \$500 payable in the first payroll after July 1, 2021 and \$500 payable in the first payroll after January 1, 2022. Said payments shall not be added to members' base salaries.

2022-23: 3.25% (on first \$103,250 of base salary); 2.75% on remainder of base salary

2023-24 3.25% (on first \$106,600 of base salary); 2.75% on remainder of base salary

2024-25 3.25% (on first \$110,000 of base salary); 2.75% on remainder of base salary

D. Salary deductions for unauthorized absences shall be at the rate of 1/220th of the administrator's annual salary (1/200th for eleven-month members).

E. Mileage - Administrators may, at the Superintendent's discretion, be authorized to use personal vehicles with reimbursement at the IRS rate for mileage.



#### F. Work Year and Vacation Schedule

1. The twelve-month administrators' work year shall be from July first through June thirtieth.
2. The eleven-month administrators' work year shall be from September first through June thirtieth. The eleventh month will consist of (20) days from July first throughout August thirty-first.
3. The twelve-month administrators only are entitled to 23 days of annual vacation with full pay to be taken during the work year as approved by the Chief School Officer.
4. The eleven-month administrators are entitled to all school vacations during the September through June period of time.
5. A twelve-month bargaining unit member may, with the advance permission of the Superintendent, file a written request asking for a carryover of up to five (5) vacation days to the next school year. Such request shall include the written reason for this carryover.

#### G. Holidays

All full-time eleven-month and twelve-month unit members are eligible for the observance of the following legal holidays when observed by the school calendar, i.e. if school is held on a holiday such as Good Friday, this day is not allowed as a holiday:

Labor Day	Columbus Day
Veteran's Day	Day Before Thanksgiving*
Thanksgiving	Friday after Thanksgiving
Day Before Christmas **	Christmas
New Year's Day	Martin Luther King Jr. Day
Presidents' Day	Good Friday*
Memorial Day	Independence Day

\* Only when school is not in session

\*\* With the provision that each shall be a holiday only if school is not in session. Additionally it shall be noted that this provision applies only when the holiday falls Monday through Friday; no floating holiday will be awarded should either fall on a Saturday or Sunday.

Other district-wide holidays granted by the Board of Education shall also be granted to the administrative bargaining unit.

#### H. Snow Days

On all snow days, as soon as the roads are passable, all bargaining unit members shall report for duty. When a unit member is unable to report for work, he/she may apply a personal business day or a vacation day toward this snow day. Such use shall require that the unit member notify the Superintendent on that day to advise him/her of the problem. At the

Superintendent's discretion, the snow day usage may be reccredited to the personal business or vacation day taken. Administrators may elect to work from home on one emergency closing day per contract year (July 1 – June 30) with notification to and approval of the Chief School Officer.

#### I. Professional Development

1. The District will reimburse members for three (3) credit hours of tuition for graduate courses per semester. Reimbursement will be for only those courses beyond those required for certification. The courses are subject to approval by the Superintendent before the start of the course. Payment will be made following successful completion of the course. In lieu of reimbursement, unit members, with approval of the Superintendent, will receive salary payment in the amount of \$50 per credit for the successful completion of three (3) credit hours taken beyond those required for administrative certification.
2. Unit members are encouraged to continue their education in order that they may enhance the programmatic effectiveness of the district and to acquaint themselves or their staff with new educational concepts and techniques.
  - a. Unit members who teach a district sponsored inservice course totaling 15 hours shall be compensated at the rate of \$30 per hour. Materials needed for course delivery (individual copy of teaching materials as well as class supplies) will be reimbursed once the course is completed. For approved inservice courses of the duration less than or more than 15 hours, credit will be awarded at the same rate per hour for the total number of course hours.
  - b. Unit members who request to participate in a district sponsored inservice course or professional association program shall receive a stipend in the amount of \$50 per credit (15 hours equals 1 credit).

#### J. Continued Leadership Increment

Continued leadership increments will be applied as salary at the beginning of the first year that a member becomes eligible as set forth in the schedule below. The increment shall be available to all unit members and shall be considered cumulative. For the purpose of the increments, years will be defined as years of full-time service as an administrator or teacher in the Cobleskill-Richmondville Central School district. Effective July 1, 2021, all newly earned increments shall be paid on the schedule and at the rates detailed below:

##### Schedule:

At the beginning of 5 years - \$1,200  
At the beginning of 10 years - \$1,700  
At the beginning of 15 years - \$2,200  
At the beginning of 20 years - \$2,700  
At the beginning of 24+ years - \$3,200

**K. Direct Deposit**

Provisions shall be made for direct deposit of paychecks to more than one (1) financial institution. The District and the C-RAA shall investigate no-cost options that exist within the capacity of the District's payroll system.

**L. Cell Phone Reimbursement**

All members of the unit are eligible for a cell phone reimbursement of \$30 per month, provided that each submits a claim form with receipt of the paid cell phone bill.

**ARTICLE V: EVALUATIONS**

Under separate cover is the negotiated APPR Plan that is in compliance with New York State requirements.

**ARTICLE VI: MEDICAL EXAMINATIONS**

The District recommends an annual comprehensive physical examination of the members during the length of the contract. Such examination will include chest X-ray, cholesterol level, blood tests, EKG. The District will reimburse members once during the life of the contract for costs incurred for this one examination above that covered by insurance to a cap of \$100.00.

**ARTICLE VII: LEAVES of ABSENCE**

**A. Sick Leave**

The term sick leave shall mean any days absent by any member of the bargaining unit from his/her regular duties because of any physical or mental incapacity due to sickness or accident, such as to render such member incapable of performing his/her regular duties and the time accumulated hereunder shall be used for such purpose only, except as hereinafter provided.

Each twelve-month member of the bargaining unit shall be granted eighteen (18) days of paid sick leave at the beginning of each year he/she is employed as a member of the bargaining unit of Cobleskill-Richmondville Central School, and the unexpired days of paid sick leave shall accumulate to two hundred fifty (250) days.

Each eleven-month member of the bargaining unit shall be granted seventeen (17) days of paid sick leave at the beginning of each year he/she is employed as a member of the bargaining unit of Cobleskill-Richmondville Central School, and the unexpired days of paid sick leave shall accumulate to two hundred fifty (250) days.

If, during the school year, any member of the bargaining unit uses one (1) or more days of paid sick leave, such number of days shall be deducted from his/her accumulation, and shall be deducted even though no substitute was employed by the Board for all or any portion of such time.

Time spent in military service by any member of the bargaining unit while on probation or on tenure in this school system shall be included in computing sick leave accumulations and apply only to those returning to the school system following termination of military service, under Military Law #234.

All sick leave benefits shall cease when a bargaining unit member for any reason shall cease to be employed by this school district. Accumulated sick leave benefits will not be lost during a leave of absence, nor will any be gained.

All bargaining unit members will be required to complete an "Employee's Absence Report" (paper or electronic) that will be filed in the Chief School Officer's office immediately upon returning to school after an absence.

Prior to September 1st, the Chief School Officer shall file with the Clerk of the Board of Education and deliver to each unit member a statement showing the number of days of his/her unused sick leave at the expiration of the school year.

#### **B. Catastrophic Accident and/or Illness Pool**

1. A catastrophic accident and/or illness pool consisting of an aggregate number of 90 sick days per school year shall be established for use by the members of the bargaining unit who require preliminary hospitalization and subsequent recuperation due to accidents or long-term illness. This does not cover disability due to normal pregnancy. The pool, however, may be used for disability caused by abnormal pregnancy and complications thereof.
2. All decisions relating to applications for withdrawal from the pool shall be made by the Chief School Officer.
3. Application for withdrawal of days by participating members may be made immediately upon depletion of personal sick leave. These applications will be submitted to the Superintendent on forms made available through the office of the Superintendent. A doctor's certificate stating the seriousness of the disability and an approximate date when the unit member can be expected to return to work shall accompany all applications.
4. Upon approval for withdrawal, the Superintendent reserves the right to terminate withdrawal of sick days at any time if proof of the need for these days cannot be provided by the withdrawing member. A demonstrated misuse of this privilege shall result in a return of all monies. The total number of days that can be withdrawn on

any one application shall not exceed thirty (30) days. If, after this period, further withdrawal from the pool is sought, two (2) extensions of up to thirty (30) days each may be submitted. Approval of this further withdrawal will be dependent upon the seriousness of the disability and requests of other applicants to the pool.

5. The maximum number of days that are available to the bargaining unit and that thus can be used in any one school year shall be equal to an aggregate of ninety (90) sick days.
6. Once the pool is established, the number of sick days contributed by the Board in any one school year shall be the number of days necessary as of July 1st to bring the aggregate number of sick days in the pool back to ninety (90) days.

#### C. Illness or Death in Family

Of the eighteen (18) days or the seventeen (17) for eleven-month members of personal sick leave, each member of the bargaining unit will be allowed five (5) days of absence for reasons of sickness or death of a relative, of a guardian, or any person in the immediate household (including any person who had established a home with such unit member). Each member will be able to transfer not more than two (2) unused family days from the previous school year so as to create a single year maximum of seven (7) family days.

Unit members may request up to 5 additional days in a given year to be transferred from the members current year's sick leave to family leave under special circumstances. Approval is at the sole discretion of the superintendent and/or Board of Education and is not grievable.

#### D. Personal Leave

Three (3) days of personal leave per year in addition to sick leave will be granted to each member of the bargaining unit for personal business reasons. Unused personal leave days will be applied to accumulated sick leave. Personal business days are a privilege extended by contractual agreement to the individual employee to enable the employee to accomplish business which, through no fault of the employee, falls on a scheduled work day, without resultant monetary loss.

The use of these days shall not extend to the following:

1. To accomplish business of a nature that could be accomplished or scheduled at another time;
2. To extend a vacation period or holiday period, except in case of an emergency; or
3. To follow avocational interests.

Requests for the use of personal leave shall include a written reason for said leave, or in the event that a unit member does not provide said reason in writing, the unit member upon return from personal leave shall sign an affidavit attesting to the fact that said personal leave was

taken for the reasons stipulated in Article VII Section C. Requests for personal leave shall be made 48 hours in advance when possible.

#### E. Religious Observance

Members of the bargaining unit shall be entitled to use up to two (2) days per year of non-accumulative leave for religious observances which require absence during the school hours. Request for such leave must be made at least (5) days prior to the day or days of absence.

#### F. Pregnancy/Child-Rearing Leave

1. Unit members who apply in writing for pregnancy leave shall be granted such leave without pay or benefits. Application for said leave must be made two (2) months prior to the start of the leave. At the time that the leave is granted, written mutual agreement between the unit member and the Chief School Officer shall indicate the date that the unit member must notify the District of said member's intent to return or not to return to service.
2. An eligible employee shall be granted leave upon request for the purpose of child rearing of natural or adopted children. Application of said leave must be made two (2) months prior to the start of the leave. In case of adoption, a unit member anticipating requesting a leave for an adoption of a preschool-age child shall notify the Superintendent upon registration with the adoption service registry and shall notify the Superintendent immediately upon the assignment of the adopted child. Such unpaid leave shall commence at the discretion of the Superintendent, but not later than fifteen (15) working days after the custody of the child is taken by the unit member.
3. The length of the leave in Article VII, Section E. 1 or 2 shall be a maximum of one school year beyond the year in which the child is born or adopted, with the leave terminating at the end of the current semester.

#### G. Lost Time From On-the-Job Accidents Involving Workers' Compensation Benefits

With respect to all lost time on-the-job accidents involving Workers' Compensation Benefits, personnel will be paid full salary less the applicable compensation payments, under the following procedure:

1. Unit members will receive sixty (60) normal working days of pay less the applicable compensation benefits which will not be charged against sick leave.
2. Following the use of the above sixty (60) days, unit members may have the option of using the balance of their accumulated sick leave days with the school paying full salary less the applicable compensation benefits.

## H. Leave of Absence

The Board may, within its discretion, grant leave of absence for a period not to exceed one year without pay or paid benefits to unit members. Requests for leave shall be in the form of a written application therefore. At the time the leave is granted by the Board of Education, written mutual agreement between the Chief School Officer and the unit member shall indicate the date that the unit member must notify the Chief School Officer of said unit member's intent to return or not to return to service.

## I. Sabbatical Leave

1. A sabbatical leave of absence may be granted to members of the bargaining unit. The granting of such leave is subject to the approval of the Board of Education upon recommendation of the Chief School Officer, when in their considered judgment, the professional competence of the staff member and the general welfare of the District will be benefited.
2. Sabbatical leave is granted to members of the bargaining unit for the purpose of improving their ability to render educational services. Such improvement is usually, among other things, study, research, planned travel, et cetera.
3. The rules and regulations governing the sabbatical leave program are as follows:
  - a. Leave may be granted for periods of up to one year after the completion of seven (7) full consecutive years of employment in Cobleskill-Richmondville. At the end of each additional period of seven (7) or more consecutive years of employment, leave may be granted again.
  - b. Application for sabbatical leave must be submitted prior to March 1 for the next school year. The Board of Education shall notify all applicants no later than April 1.
  - c. For a leave of more than half a year, the person shall be paid fifty (50) percent of the amount of his/her salary for the leave period according to the salary schedule in effect during the leave. For one-half year's leave, the person shall receive full pay in accordance with the salary schedule in effect during the leave.
  - d. The period of leave shall count as regular service for the purpose of salary increment. Upon the return of the person to his/her regular professional position, he/she will be entitled to the normal salary increment and any other increases and benefits.
  - e. The period of leave shall not count as regular service for the purpose of accumulating sick leave. However, any sick leave accumulated prior to the sabbatical leave will remain in effect upon the return of the staff member.

f. The sabbatical leave salary will remain in effect even if the person receives any cash award or grant.

g. A person upon the completion of sabbatical leave shall be returned to the same tenure area previously held unless mutual agreement on a different position is reached between said person and the Board of Education.

h. Sabbatical leave may be granted to one member of the bargaining unit of recognition as defined in Article I.

i. A bargaining unit member, in accepting a sabbatical leave from the Cobleskill-Richmondville Board of Education, shall agree to return in the service of said Board for two (2) years after the expiration of the leave. The unit member who does not remain in the employ of the District for the required period shall reimburse the District for the salary received during the sabbatical leave, pursuant to the terms and conditions of a contract to be entered into between the Board and the unit member being granted such leave.

#### **J. Jury Duty**

The bargaining unit members who are required to serve jury duty will be released from their responsibilities on those days or hours that such service demands at no loss of pay or approved accumulated leave time. The daily compensation the employee receives for jury duty will be paid to the Board, excluding the amount paid to the employee for his/her travel expenses.

#### **K. Other Absences**

Absences not covered by the aforementioned paragraphs A.-I. will result in both full loss of pay at the rates pursuant to Article IV, Section D., and benefits. Any such absence is subject to the prior approval of the Chief School Officer.

#### **L. Notification of Absence**

Each unit member who expects to be absent from duty should notify the immediate supervisor as early as practical.

### **ARTICLE VIII: INSURANCE PROTECTIONS**

#### **A. Health Insurance**

1. The District shall make available a base-level group health insurance plan (Blue Shield PPO/CASHIC Plan) to eligible unit members during their employment as follows:



For all unit members, the rates of contribution of the District shall be eighty-four percent (84%) of the total premium for individual coverage and eighty-four percent (84%) of the total premium for dependent coverage.

The District shall make available to all Blue Shield subscribers a Blue Shield Prescription Drug Plan (with BlueShield's ASO Custom Formulary) or an equivalent. The co-pay for prescriptions shall follow three tiers, along with mail-order prescriptions: Tier 1 (\$5), Tier 2 (\$25), Tier 3 (\$40) and mail-order (2x co-pay for a three-month supply). The District's rate of contribution for the prescription drug plan shall be eighty-four percent (84%) of the total charge for individual or dependent coverage.

2. In addition to the base-level plan, the District also shall make available to eligible unit members during their employment an **Exclusive Provider Organization (EPO)** option (CDPHP EPO/CASHIC).

The District shall contribute eighty-four percent (84%) of the corresponding (i.e., individual or family) base-level (Blue Shield PPO-CASHIC) plan toward premium cost.

Each year, employees (or eligible retirees) opting for the EPO plan shall be responsible for all premium costs in excess of the district's base-level contribution.

3. For the term of this Agreement, the District shall continue to make available two additional plans to those members already enrolled in those two plans: the BSNENY 907 (Traditional Indemnity) plan and the MVP plan.

1. The District shall contribute eighty-four percent (84%) of the corresponding (i.e., individual or family) base-level (Blue Shield PPO-CASHIC) plan toward premium cost.

2. Each year, employees (or eligible retirees) opting for the BSNENY 907 or the MVP plan shall be responsible for all premium costs in excess of the district's base-level contribution.

It is mutually agreed that these two aforementioned plans shall terminate on June 30, 2025 and that, upon termination, eligible unit members may choose to enroll in one of two remaining plans, the Blue Shield PPO/CASHIC plan or the CDPHP EPO/CASHIC plan.

4. Bargaining unit members are eligible for health insurance benefits in retirement as offered by the District in the following manner:

Completion of 1-4 years of service – no eligibility

Completion of 5-9 years of service – members pay 100 percent of the cost of the charge for individual or dependent coverage

Completion of 10 or more years of service: individuals who retire during the term of the contract shall be covered at the following rates:

Eighty-four percent (84%) of the Blue Shield base-level plan for individual, two-person, or family coverage.

In addition, administrators hired on or before June 30, 2021 with 10 or more years of service to the district shall maintain eligibility for reimbursement (by the District) of bona fide deductible, dental, or vision expenses upon submission of proof of payment and a properly executed claim form. Said expenses shall be reimbursed by the District in the same manner they were reimbursed under the expired Dental/Optical Self Insurance Program that expired on June 30, 2018), and said reimbursements shall be limited to \$600 per year (July 1-June 30) in each year of retirement.

5. The District and the Association agree to cooperate in the elimination of dual coverage within the plan provided by the District.
6. Association members (and any insured spouses) retiring after July 1, 2021 shall be required to migrate to a Medicare Advantage Plan, if such a plan is offered/sponsored by the district, upon attaining age of eligibility for Medicare as a condition of continuing district-sponsored health insurance in retirement. District contribution toward Medicare Advantage Plan premium shall be at the same rate in effect at their retirement.

#### **B: Health Reimbursement Account (HRA)**

1. The District shall contribute a fixed sum annually (\$1,000) into an approved Health Reimbursement Account (HRA) for each member's benefit. Reimbursements from this account shall be governed by federal and state law and the district's plan document.
2. The maximum balance in each member's HRA (effective July 1 of each year) shall not exceed \$1,500, including any roll-over of unused contributions as permitted by law.
3. The district shall pay for all costs associated with the administration of this plan.
4. Association members employed on a full-time basis shall be entitled to the full contribution. Those employed on a less-than-full-time basis are eligible for a prorated contribution based on their assigned full-time-equivalent (FTE).
5. This HRA contribution is available only to active members of the association; the district shall not afford this benefit to any past, present, or future retired members of the Association

#### **ARTICLE IX: TAX SHELTERED ANNUITY and SUPPLEMENTAL RETIREMENT PLANS**

The District shall permit each unit member to enter into one or more tax-sheltered annuity and/or supplemental retirement plan agreements with an agent of his/her choice. These

options may include IRS 403(b) plans, 403(b)(7) plans, or the IRS 457/Deferred Compensation Plan, subject to IRS laws and the plan's rules and regulations.

Changes of agent shall be permitted twice yearly on September 15 and January 15 of any given school year upon thirty (30) days prior written notice to the School Business Manager/Administrator. Changes of the amount shall be permitted on September 15, November 15, January 15, April 15, and June 15 of any given school year upon thirty (30) days prior written notice to the School Business Manager/Administrator.

## **ARTICLE X: DUES DEDUCTION**

A. Unit members who desire payroll deduction for payment of dues to the Association shall individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to said Association. Such authorization shall be in writing in the form set forth as follows:

### **Designation and Payroll Deduction Authorization**

\_\_\_\_\_  
(last, first, initial)

\_\_\_\_\_  
(building)

\_\_\_\_\_  
(address)

To: Board of Education of Cobleskill-Richmondville Central School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Cobleskill-Richmondville Administrators Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below, the dues as certified by the respective Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

B. Deductions referred to in Section A above shall be made in the following manner: the total annual membership dues for the Association, certified as mentioned above, shall be deducted in ten (10) consecutive equal installments, beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall:

1. Provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association.

2. Forward at the same time to the affiliated associations a list of the members and their addresses who have elected payroll deductions for such associations.

C. The District shall, at the end of each month from which a dues deduction is made, transmit to the Association the total amount deducted, together with a listing of the members from whom deductions have been made and the amount deducted for the Association.

D. An employee may withdraw his/her authorization for dues deduction at any time, but only once during a school year by written notice to the District at least two (2) weeks prior to the effective pay period.

E. The Association agrees to hold the Board harmless from any and all damages and liability which may be sustained or which may arise as a result of making the dues deductions called for in this section.

#### **ARTICLE XI: MISCELLANEOUS PROVISIONS**

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. This Agreement shall supersede rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provision of this Agreement or any application of the Agreement to any unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting but all other provisions shall continue in full force and effect.

D. Copies of this Agreement shall be printed at the expense of the District and given to all unit members now employed or hereafter employed by the District within a reasonable time after its execution or employment if that occurs later.

E. No-Strike Affirmation - The Association affirms that it does not assert the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

F. Management Rights - All rights and prerogatives heretofore exercised by the Board with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Board. (Editorial clarification of existing management discretion.)

G. Administrators who are not presently residing in the District may request to have their school-aged children enrolled in any K-12 programs offered by the District. This request must follow the same procedures as set forth in Board policy regarding "Non-Resident Students" except that the tuition fee will be waived.

H. 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 additional funds therefore, shall not become affective until the appropriate legislative body has given approval, in accordance with Section 204-a of the New York State Civil Service Law.

## **ARTICLE XII: PAYMENTS at RETIREMENT**

### **A. Payment for Unused Sick Leave at Retirement**

A member of the bargaining unit retiring through the New York State Teachers' Retirement System may receive payment for certain unused sick leave as follows if said member meets all of the following criteria #1-3:

1. The individual must be retiring - - no deferred retirement, no vesting - - under the New York State Teachers' Retirement System.
2. The individual must notify the Chief School Officer in writing of his/her plans to retire at least 180 days prior to retirement.
3. Should the individual, having made the required announcement of retirement, die in service after having actively served in his/her regular capacity for at least one day in the final year of service, the compensation due shall be paid to that individual's estate.
4. Unit members who retire will be compensated \$70.00 per day for 50% of their accumulated sick days up to a maximum accumulation of 250 days; or, in lieu of direct compensation to the employee who meets all criteria of items 1-3, the compensation of \$70 per day for 50% of accumulated sick days up to a maximum accumulation of 250 days shall be placed in an account to be utilized for the purpose of paying the employee's portion of health insurance premium costs until such time as the account has been depleted.
5. If an individual who has received this payment for unused sick leave returns to full-time service in the Cobleskill-Richmondville Central School District, this benefit will not reoccur.
6. Unit members may, with agreement of the Superintendent and Board of Education, reopen discussions for retirement incentives in each year of this contract.

## B. Retirement Award Payment

1. Members of the bargaining unit hired before June 30, 2012, retiring through the New York State Teachers' Retirement System (NYSTRS) and having satisfied 15 years of full-time service to the district, will receive payment in addition to all other payments made under this contract as follows:

- a. Unit members will be paid \$6,000.
- b. After fifteen (15) years of full-time service to the district (Cobleskill, Richmondville, or Cobleskill-Richmondville) unit members will be credited \$600 for each full year worked (service may include teaching or administrative). For example, 15 years will provide the unit member with \$9,000; 20 years will provide the unit member with \$12,000, etc.
- c. Unit members will also receive compensation for up to 10 days of unused vacation days at the rate of  $1/240^{\text{th}}$  of their salary.

2. Members of the bargaining unit hired after June 30, 2012, retiring through the New York State Teachers' Retirement System (NYSTRS) and having satisfied fifteen (15) years of full-time service to the district will receive payment in addition to all other payments made under this contract as follows:

- a. Unit member will be paid \$4,000.
- b. After fifteen years of full-time service to the Cobleskill-Richmondville Central School District, unit members will be credited \$450 for each full year worked (service may include teaching or administrative) for each additional year served up to twenty. For example, 16 years will provide the unit member with \$4,450; 17 years will provide the unit member \$4,900; 18 years will provide the unit member with \$5,350; 19 years will provide the unit member with \$5,800; and 20 years will provide the unit member with \$6,250. Any unit member with full-time service beyond 20 years will receive \$6,250.
- c. The unit member will also receive compensation for up to five (5) days of unused vacation days at the rate of  $1/240^{\text{th}}$  of their salary.

3. All payments made by the District to unit members under Article XII will be deposited into a 403(b) Plan as an Employer Non-Elective Contribution under that unit member's name, according to IRS regulations in effect at that time. Deposits will be made in the first pay period immediately following the administrator's effective retirement date.

4. If an individual who has received payment under this article returns to full-time service in the C-RCSD, benefits under this article will not reoccur.

5. The unit member must notify the Chief School Officer in writing of his/her plans to retire at least 180 days prior to retirement.
6. Compensation due under this article shall be paid to that individual's estate if the individual made the required retirement announcement and served actively in his/her capacity for at least one day in the final year of service.
7. Unit members may, with agreement of the Superintendent and the Board of Education, reopen discussions for retirement incentives in each year of the contract.

### **ARTICLE XIII: EMPLOYER NON-ELECTIVE CONTRIBUTIONS to 403B PLAN(s)**

THIS AGREEMENT is entered into as of the 23rd day of September, 2004, by and between the Cobleskill-Richmondville Central School District (Employer) and the Cobleskill-Richmondville Administrators Association (Association) and does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association as follows:

Effective July 1, 2004 the Employer and Association agree to the following:

1. No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
2. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an Employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limits shall be based on the employees' compensation, as determined under Section 403(b)(3) of the Internal Revenue Code, and no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows: For all members, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code is fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. 403(b) Accounts: Employer Non-Elective contributions shall be deposited into 403(b) accounts of Employees where the Provider/Insurance Company Annuity/Mutual Fund

Custodial Account does verify in writing on their letterhead that they are able and willing to accept "Employer" contributions. Employee may select from the Board of Education-approved list of providers.

4. Tier I Adjustments: For Tier I members with membership dates prior to June 17, 1971, the Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and sustaining, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which confirm, as closest as possible, to the original intent of the parties.

6. This MOA shall further be subject to the approval of the 403(b) Providers, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code, and upon request, agree to provide the Employer with a standard hold harmless agreement.

7. The above named Employee agrees to modify his/her salary as indicated above. Employer agrees to contribute this amount on Employee's behalf into the annuity or custodial account selected by the Employee. It is intended that the requirements of all applicable state and federal income tax rules and regulations will be met. The Employee understands and agrees to the following :

- a. This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect.
- b. Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in the Applicable Law.
- c. Employee agrees to indemnify and hold Employer harmless against any and all actions, claims, and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amount in excess of contributions limits as defined under Applicable Law.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness, or tax consequences of the purchase of the annuity and/or custodial account described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the financial company or regulated investment company ; the financial condition, operation of or benefits provided by said insurance company or regulated investment company ; or his/her selection and purchase of shared of regulated investment companies.



Nothing herein shall affect the term of employment between Employer and Employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

8. Employer Non-Elective Contribution Equal to Longevity Increment: The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Contribution shall equal specific compensation to be paid in accordance with Article XV, "Compensation at Retirement" of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

9. To the extent that Employer Non-Elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-Elective Contribution (which contribution shall not exceed the maximum amount provided under Code) and in January of each subsequent year for up to four (4) years after the year of the employee's severance and until such time as the Employee Non-Elective Contribution is fully deposited into the Employee's 403(b) account.

#### ARTICLE XIV: DURATION of AGREEMENT

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

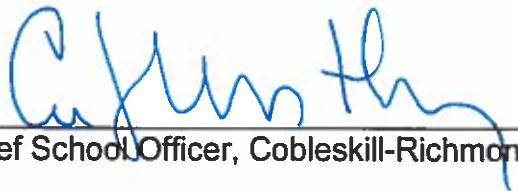
In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives on this 21<sup>st</sup> day of June, 2021.



\_\_\_\_\_  
President, Cobleskill-Richmondville Administrators Association

1/7/22

\_\_\_\_\_  
Date



\_\_\_\_\_  
Chief School Officer, Cobleskill-Richmondville Central School District

1/7/22

\_\_\_\_\_  
Date