VESTAL CENTRAL SCHOOL DISTRICT

Vestal, New York 13850

AGREEMENT BETWEEN

The Superintendent of Schools
of
VESTAL CENTRAL SCHOOL DISTRICT
and
VESTAL ADMINISTRATORS' ASSOCIATION

Covering the Period

July 1, 2021 - June 30, 2024

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PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW

Article 14 of the Civil Service Law

S 204-a. Agreements between public employers and employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

"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"

I. RECOGNITION

The Vestal Administrators' Association is recognized as the exclusive negotiating representative for the following administrators: Building Principals, Assistant Secondary Principals, Coordinators, Psychologists, Supervisor of Transportation, Director of Facilities and Operations, Head Bus Driver, Assistant Director of Facilities and Operations, Purchasing Agent, Computer Operator, Supervisor of Finance and Central Services, Director of Special Education, Assistant Director of Special Education, Director of Special Services, and the Director of Physical Education and Athletics. The terms and conditions of recognition shall be subject to the provisions of the Taylor Law.

If any unit member is excessed, and not employed by the District in another position, then the District will continue at its own expense, that member's insurance, at the prevailing rates,for 12 months or until that member is employed in a position with similar insurance coverages, whichever occurs first.

II. NEGOTIATIONS PROCEDURES

A. The District and Association shall begin negotiations for a successor agreement no later than February 1st of the final year of the Contract Agreement, unless the time frame is adjusted by mutual agreement between the Superintendent of Schools and the President of the Association.

B. The District and the Association agree to exchange and share information which would be conducive to reaching closure to the negotiations process. The District agrees to provide information which would be retrievable under FOIL without requiring the Association to issue the request formally through the Records Access Officer. Neither party shall be required to share information which would compromise their respective positions at the bargaining table.

C. Negotiating sessions shall be scheduled at times mutually agreeable by the parties.

III. VACATION

A. All twelve-month unit members shall receive 21 paid vacation days per year. All 10-month unit members hired prior to or on 9/5/2017 shall receive 21 paid vacation days per year. 10-month unit members hired after 9/5/2017 shall receive 18 days of paid vacation days per year. One additional day shall be given for each five (5) years of service completed within the Vestal Central School District. Such additional days shall not exceed five (5), providing for a maximum of twenty-six (26) for 12 month unit members and/or twenty-three (23) for 10-month unit members hired after 9/5/2017.

B. Administrators who are assigned to a schedule less than full-time shall receive vacation, including carry-over provision, on a pro-rated basis. One additional day will be given for each five years of service completed within the Vestal Central School District to a maximum of five days.

C. Vacation days may be taken during the year in which they are earned. Vacation days may be carried forward after June 30th into the next working year in a number not to exceed twenty-six (26) days for 12 month unit members and 10 month unit members hired prior to or on 9/5/2017 or twenty-three (23) days for 10 month unit members hired after 9/5/2017. In the event that a bargaining unit member has in excess of twenty-six (26) for 12 month unit members and 10 month unit members hired prior to or on 9/5/2017 or twenty-three (23) carry-over days for 10 month unit members after 9/5/2017 on June 30th, he/she may exchange up to five (5) days for additional compensation. The five (5) days exchanged for compensation must be in excess of the twenty-six (26) allowable carry-over days for 12 month unit members and 10 month unit members hired prior to or on 9/5/2017 or twenty-three (23) allowable carry-over days for

10 month unit members hired after 9/5/2017. In no event may a bargaining unit member receive compensation for more than five (5) vacation carry-over days.

The rate of compensation for each vacation day exchanged shall be:

Base salary less than $70,000: $125 per day

Base salary $70,000 or greater but less than $100,000: $225 per day

Base salary $100,000 or greater: $250 per day

Payment shall be made as a lump sum and be included with one of the August payrolls. The compensation for vacation days shall not be considered part of the base salary.

D. In the event an employee separates from the school district, the employee shall be paid for accrued vacation days, other than vacation days which have been set aside for the Supplemental Benefit stated in Article XIII.J, the Early Notification Benefit (ENB). The rate of compensation shall be 1/261 of the annual base salary for a twelve (12) month employee and 1/217 of the annual base salary for a ten (10) month employee. At no time may an employee use days previously set aside for the Supplemental Benefit for purposes of increasing the number of accrued vacation days eligible for payment at the time of separation. In addition, once a separated employee has elected to be paid for accrued vacation days, those days may not be considered at a later date for inclusion with days set aside for the Supplemental Benefit. The foregoing provisions apply regardless of an employee's eligibility for the ENB.

IV. HOLIDAYS

Administrators working a twelve-month schedule will have thirteen (13) paid holidays during each school year of the agreement. Administrators who are assigned to a schedule less than full-time shall receive paid holidays on a pro-rata basis. The school year is defined to begin on July 1.

V. LEAVES

A. Sick Leave

1. Administrators working a twelve-month schedule will receive sick leave as follows:

a. Eighteen (18) days without loss of compensation in any one school year.

b. Accumulated sick leave - two hundred and forty (240) days without loss of compensation.

c. An individual who has 240 accumulated sick leave and receives 18 days each year would start the year with 258 sick leave days. In no case may an individual carry forward more than 240 days.

2. Administrators who are assigned to a schedule less than full-time shall receive sick leave on a pro-rata basis.

3. Sick leave days accumulated while employed either under the teachers' or the noncertified employees' contract will be carried over into the employee's new status as an administrator.

B. Sick Leave Bank

a. A sick leave bank to be administered by a joint committee shall be established and maintained by the parties. The bank is established with 200 days.

b. Joining - Each employee will automatically become a member of the sick leave bank and is required to donate one of his or her sick leave days to the bank. If the employee does not want to be a part of the bank, he/she must fill out a Sick Bank Refusal of Enrollment Form. Such election must take place prior to his or her first paycheck.

If the bank is exhausted, each member shall be required to contribute one additional day to maintain his/her membership. The District will match each of these days.

If an employee chooses not to join but wishes to join at a later date, she/he must repay all the days that he/she would have donated if she/he had not opted out of the Bank. Additionally, she/he will not be eligible to withdraw days from the bank for a period of one year.

c. Eligibility to Use the Bank -

The employee must first exhaust all personal sick leave days.

The employee must be out of work for a period of at least ten (10) continuous days, paid or unpaid. The employee will be paid retroactive to the first day of unpaid absence. In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the person returns to work, the ten (10) consecutive day rule is waived.

The employee must present the district with a physician's statement from his/her doctor indicating the reason for the absence, period of recovery, anticipated return date, and requested accommodations if any.

The District may, at its expense, ask the employee to see a District-appointed doctor.

The maximum number of days that can be used by any employee is one hundred eighty (180) days in a career.

The Bank shall not be used for elective surgery which could be performed at a time when school is not in session.

Days from the Bank shall not be used for Family Illness.

d. Applications to the Bank

All applications to withdraw days from the Bank should be on the appropriate Sick Bank Request Form which can be obtained from the personnel office. All applications must be returned to the personnel office and will be reviewed by both the Superintendent or his designee and the President of the Association or designee and they will forward all approved applications to personnel.

Employees who borrow sick days from the bank will be required to repay them to the bank. At the end of each school year they will be required to repay the equivalent of one half of the remaining days from the newly credited (18) days for that year. Such payments will continue until the debt is repaid or the person leaves the District at which time the debt will be forgiven.

Approval

All sick leave is subject to the approval of the Superintendent, and satisfactory proof of illness must be submitted when requested.

C. Family Illness

1. Absence because of illness in the immediate family shall be allowed for a period of up to five(5)working days in each school year without loss of salary. These days are not to be deducted from sick leave.

   Should any member of the bargaining unit use all available family illness days in the preceding paragraph and have additional family illness, the unit member may be granted up to an additional five (5) days each school year chargeable to the unit member's accumulated sick leave subject to providing satisfactory proof of necessity to the Superintendent for approval.

   Should any member of the bargaining unit use all available family illness days of the preceding paragraphs and have additional family illness, the unit member may apply for additional days from the Superintendent. The Superintendent may grant more family illness days which would be chargeable to the

employee's accumulated sick leave. The Superintendent may ask for medical verification of the family illness. This paragraph shall not be subject to the grievance procedures established pursuant to this contract.

2. Immediate family includes the spouse, children and parents of the employee. Further included are parents of the employee's spouse, step-children, step-parents and those listed by the employee as exemptions for income tax purposes. Under special circumstances, also included are individuals with whom the member of the bargaining unit has had a long and unusually close relationship.

D. Bereavement

1. Absence with pay will be given to administrators in cases of death in the immediate family, in the amount of a maximum of four (4) days for each death. These days are not to be deducted from sick leave.

2. Immediate family includes the spouse, children and parents of the employee. Further included are parents of the employee's spouse, step-children, step-parents and those listed by the employee as exemptions for income tax purposes. Under special circumstances, also included are individuals with whom the member of the bargaining unit has had a long and unusually close relationship.

3. The Superintendent may grant a bereavement day(s) to members of the bargaining unit in unique circumstances.

E. Jury Duty

Administrators are encouraged to fulfill their civic obligations in cases of jury duty. The difference between any compensation received and the regular pay of the employee within the District shall be made up by the District. It is the responsibility of the administrator to provide the District with a copy of the jury summons document specifying the amount and type of compensation received. No maximum limit is set in cases of absences for jury duty.

F. Absence for Personal or Legal Business

12 month unit members shall be granted three (3) days of personal leave and 10 month unit members shall be granted

two (2) days of personal leave each fiscal year to meet pressing personal or legal business obligations without suffering loss of pay provided that the employee gives notice to his/her supervisor two (2) days prior to the requested day of absence.

In an emergency situation the two (2) day time requirement may be waived by the granting authority provided that the employee gives a reason why two (2) days' notice could not be given and later specifies in writing such reason.

Personal Leave shall not be used for recreational activities, or any other activity or item that could be accomplished during non-working time.

For 12 month unit employees up to three (3) personal leave days not used, will be added to the accumulated sick leave provided the maximum number of days allowed for accumulation has not been reached.

For 10 month unit employees up to two (2) personal leave days not used, will be added to the accumulated sick leave provided the maximum number of days allowed for accumulation has not been reached.

G. Military Leave

1. Any administrator who may be conscripted or volunteers in lieu of conscription or is called up as part of the national reserves into the defense forces of the United States or the State of New York for services or training shall be granted a military leave.

2. The administrator shall be reinstated to his/her position in the school system with full credit, under the salary schedule in effect at the time of his/her return, upon compliance with Section 243 of the Military Law. Compensation would be consistent with applicable law.

H. Extended Leave

1. The Superintendent may recommend to the Board of Education that a leave of absence without compensation not to exceed one year be granted an administrator upon receipt of written notification for child-rearing, health, or educational advancement.

2. During the period of said leave, the administrator shall

maintain the status that the employee had when the leave began, but the administrator shall not accrue any additional benefit to said status during the period of the leave.

3. The provisions of this section shall not be applicable to a permanent substitute who has been appointed by the school district to a position made vacant by an administrator on leave of absence during the lifetime of that appointment as a replacement administrator.

I. Short-Term Leaves

Unpaid short term leaves, not to exceed five (5) days per year, may be granted by the Superintendent upon written request.

J. Presidential Leave

One person, the President of the Vestal Administrators' Association or his/her designee, shall be granted leave with pay in the amount of five (5) working days to attend the Association's affiliate conferences and workshops. The Superintendent or his /her designee shall be notified in writing of the use of the presidential leave in advance.

VI. WORKER'S COMPENSATION

An administrator who files and becomes eligible for Worker's Compensation will receive his/her regular salary for the first four weeks of his/her absence from work.

The School District will receive the Worker's Compensation payment during the period that the employee continues to receive his/her regular salary from the School District.

The Board of Education will review all cases and may recommend that a supplementary payment be made to the employee after the sick leave period has expired.

VII. TAX-SHELTERED ANNUITIES

Administrators will be eligible to participate in a "tax-sheltered" annuities plan established pursuant to United States Public Law No. 87-370.

The district shall make available a 457 Savings Plan through NYSDCP (www.nysdcp.com).

VIII. INSURANCE

The District may, in its discretion, change the method of administration, as well as the carrier, or become self-insured, without negotiations, as long as the level of benefits provided by Blue Cross-Blue Shield are continued. However, the Association shall be consulted concerning any changes prior to them being executed or agreed upon.

A. Health Insurance

1. Effective October 1, 2015,the District shall pay the following amounts of the annual premium due to the Excellus Blue Cross-Blue Shield PPO-h Health Insurance Plan. The Unit Member's percentage contribution shall be 10% of individual or family coverage for the life of this agreement.

   Unit member shall have the option of buying in to BC/BS Classic by paying the difference/increase in premium.

   Unit members may shift between plans during open enrollment times or change in life circumstances.

   Example: District pays 90% of PPO. District 90% share of PPO is $20,000. If Classic Blue costs $30,000, employee must pay $10,000.

2. The District shall also deduct the appropriate amount from an administrator's salary and remit the full premium to the appropriate agency.

3. A bargaining unit member who qualifies for health insurance may choose an alternative. Effective July 1, 2015, the alternative would be two thousand dollars ($2,000) which would be paid in the following manner:

   December $1,000
   June $1,000

   Individuals choosing this alternative may re-enroll in the health insurance plan on the first day of any month. Benefits will become effective on the first day of the month that follows the re-enrollment date. Example: Re-enrollment date of 5/1 means benefits effective 6/1.

If an individual re-enters the health insurance plan, the two thousand dollar ($2,000) alternative will be prorated. The monthly-prorated amount is one hundred sixty-six dollars and sixty-seven cents($166.67).

Changes during the year shall be in accordance with IRS guidelines for Section 125 Cafeteria Plans.

This clause is not intended to encourage or suggest that any employee should seek health insurance coverage through a health insurance marketplace established or operating in accordance with the Affordable Care Act, or any similar New York State law.

4. Section 125 Cafeteria Plan/Flexible Spending Accounts

   a. The District will pay the one time set-up fee which covers the cost of preparing a plan document and related expenses incurred by the Plan Administrator in setting up the plan.

   b. Bargaining unit members participating in a Medical Care Reimbursement Account or a Dependent Care Reimbursement Account will pay the monthly administrative fee for these accounts.

   c. Bargaining unit members participating in a Medical Care Reimbursement Account will be permitted to redirect up to $2,500 into said account during a given plan year beginning with the 10/1/14 - 9/30/15 plan year.

B. Dental Insurance

A dental program shall be funded by the School District. The program shall consist of Blue Shield Basic, Option I, Supplemental Basic, Individual and Dependent Coverage, including Orthodontic, Periodontics, Prosthetics Riders, or its equivalent.

C. Vacation and Sick Day Death Benefits

In the event that an administrator dies while employed by the Vestal Central School District, all accumulated vacation time up to fifty (50) days and all accumulated sick days up to two hundred and forty (240) days shall be converted to a money figure at a 1/228 per diem rate of

current salary. The District shall pay this sum to the designated beneficiary of the administrator.

D. Term Life Insurance

The District agrees to make available the option of term life insurance in the amount of $100,000 for each active member of the bargaining unit. This coverage shall be available, at District cost, to District employed members of the bargaining unit throughout their time of employment with Vestal Central Schools. This coverage shall be available, at District cost, to members of the bargaining unit who retire until age 65 (retirement date effective after 07-01-2011). The District shall have the option to choose the carrier and the agency for the administration of this benefit.

IX. SALARY

A. Returning unit members shall receive the following increases to their base salary:

July 1, 2021: 3.00%
July 1, 2022: 3.15%
July 1, 2023: 3.20%

At the request of the Association the parties to this agreement shall reopen negotiations to discuss salary increases at any time during the term of this agreement.

B. Ten Month Employees

Ten-month employees working outside of their regularly defined work year shall be assigned to a work schedule in increments of either 0.5 or 1.0 days and shall be compensated at 0.5 or 1.0 x's their per diem rate for the fiscal year.

C. The District shall match a bargaining unit member's 403(b) or 457 contributions dollar for dollar to an annual maximum of $250 per unit member.

D. MILESTONE/LONGEVITY

Unit members shall have their base salary increased upon achievement of the following milestones:

Upom completeion of year 10 as a member of this unit: $500

X. EVALUATION

A. Unit Members other than principals shall meet with their supervisors in December and March. The December meeting shall be a preliminary evaluation of the administrator's performance. During this preliminary evaluation, the administrator shall make known his/her progress toward any specific objectives or performance goals he/she may have for the current school year. The Supervisor shall communicate, in writing, to and discuss with the administrator at that time any areas in which improvement is needed. In March, the administrator shall be evaluated primarily on how well he/she is doing the tasks enumerated in the evaluation instrument.

B. Principals - Continuation of terms of the negotiated APPR Process.

XI. PAYROLL DEDUCTION

An administrator will enjoy the privilege to authorize the District to withhold from his/her salary and wages dues in the amount requested by the Vestal Administrators' Association. Such authorization shall be on the form prescribed by the District. Other deductions, previously enjoyed, will be continued upon request by the administrator to the degree that data processing of payroll shall permit.

The District and its officials are released from any responsibility concerning use or application of said dues or deductions. This authorization shall be continuous while employed in the District or until withdrawn by written notice to the District.

XII. GRIEVANCE PROCEDURE

A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints in relation to the provisions of this agreement as they arise and to provide recourse to orderly procedure for the satisfaction of such grievances.

B. Definitions

1. Grievance as used in this agreement is limited to a complaint or request of an employee or the Association which involves the interpretation or application of, or compliance with, the provisions of this agreement.

2. "Days" shall mean workdays as designated on the current school calendar.

C. Grievance Procedure

Level 1 - Informal Meeting

A grievance will first be discussed with the aggrieved person's immediate supervisor, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. discuss the grievance personally, or

2. request the Association representative to accompany him/her, or

3. request the Association representative to act in his/her behalf.

Failure to present a grievance within twenty (20) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of all rights involved.

Ten (10) days after the presentation of the grievance to the immediate supervisor, the immediate supervisor shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the association, and to the Superintendent of Schools.

Level 2 - Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within five days file with the Clerk of the District an appeal in writing on forms supplied by the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a

summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within five days after the presentation of the appropriate appeal documents to the Clerk's office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Superintendent shall make a decision in writing, setting forth conclusions with respect to the grievance, and setting forth reasons for such a conclusion. A copy of such decision shall be given to the employee, the Association and the Clerk of the District.

XIII. MISCELLANEOUS PROVISIONS

A. The reimbursement rate for members of the bargaining unit using their cars for school district business shall be in accordance with the Internal Revenue Service Guidelines, subject to voucher verification.

B. If a member(s) of the bargaining unit should be elected as a delegate(s) to the Annual Retirement System Convention, an authorized absence with pay shall be approved. No other expenses incurred by the member(s) so elected shall be assumed by the District.

C. Upon written request, the President of the VAA shall be provided with available and pertinent public information.

D. This agreement constitutes the entire agreement between the District and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject matter not specifically covered in it. In reaching this agreement, the District and the Association have considered all matters lawfully subject to collective negotiations.

E. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be contrary to any 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 in full force or effect.

F. There shall be a three (3) month advance written notification of the abolishment of an administrative position given to every administrator whose position is to be abolished.

Where possible, there shall be a one (1) month advance notification of consideration of abolishment of an administrative position given to every administrator whose position is to be abolished.

G. Unit members shall be eligible for the reimbursement of tuition costs for course work successfully completed at an accredited college or university. Maximum allowable reimbursement shall be $1200, or the actual tuition cost for the approved course, whichever is less; per unit member, per fiscal year. Receipt of reimbursement shall be contingent upon the following criteria:

1. course is job related

2. course receives advance approval by the Superintendent

3. course is successfully completed as indicated by the submission of official transcripts

4. payment shall not exceed the total cost of the course

5. course may be at the undergraduate or graduate level

Payment shall be made as a lump sum and it shall be made upon a timely written claim submitted following the District's claim procedure and paid by June 30 of the fiscal year.

H. The Superintendent of Schools agrees to meet with the President of the Association, or his/her designee on an as needed basis to discuss items of mutual concern.

I. Early Notification Benefit (ENB)

An Early Notification Benefit (ENB) shall provide specified benefits to eligible employees (hired before July 1, 2021) who qualified to receive a full service retirement without penalty provided that the employee meets the criteria below.

Criteria for ENB:

1. An employee, to become eligible, must notify the District in writing at least six (6) months prior to the date

which the employee states as the date he/she is resigning for the purpose of retirement.

2. The employee shall have a minimum of twenty (20) years in education and at least ten (10) of the twenty (20) years of service shall be with the Vestal Central School District.

The District shall provide payment of the ENB to eligible employees based on the following schedule:

Eligible full-time employees:

Basic Benefit = $20,000

Payment of $20,000 to a non-elective 403 (b), subject to final review by the independent auditor and the District's third party administrator.

Payment shall be made to the employee no later than ninety (90) calendar days after the effective date of the retirement but no later than December 31st of the tax year the employee retires.

Supplemental Benefit

1. All ENB credits earned as of June 30, 2005 will carry forward to the new agreement.

2. For the time period beginning July 1, 1992, the employee shall be entitled to one (1) day of credit for each vacation day lost in excess of thirty-one (31) days accrued as of June 30 of the fiscal year.

3. For the time period beginning July 1, 2005 through the effective date of retirement, the employee may set aside up to thirty-one (31) unused vacation days accrued as of June 30 of each fiscal year. Each unused day set aside shall carry an entitlement of one (1) credit unless the employee chooses to avail herself/himself of the provisions in Article III.C. If the employee chooses to use III.C., then for unused vacation days in excess of twenty-six (26), but no greater than thirty-one (31), the employee shall receive one half (0.5) day of credit.

4. An employee reporting for work on a day in which the Superintendent of Schools cancels classes for the entire instructional day in accordance with applicable policy and

regulation, the employee may set aside that day for the purpose of accruing one (1) day of credit. If the employee chooses to request a vacation day and is approved, the day shall not accrue for credit purposes.

5. Effective July 1, 2005, an employee who has excess personal illness days which cannot be carried forward to the new school year, will have the excess personal illness days set aside for the purpose of accruing one half ENB credit for each excess personal illness day.

   The credits may be used to offset health insurance premiums upon retirement of the employee according to the formula below:

   10 days credit = 1 Year of district paid health insurance at the same retiree contribution rate as the retiree was paying prior to his/her retirement.

   Maximum allowable credits = 100

   Under this plan a member is entitled to a maximum of ten years health insurance as described above. The district and the association agree to investigate alternatives for insurance coverage. Examples for such new insurance options include but will not be limited to Medicare Supplemental Insurance with/without Prescription Coverage, Prescription Only Coverage, Couples Insurance, and so forth as such coverage benefits both the district and member/retiree. The conversion factor is to be determined by mutual agreement and will be delineated after coverage has been determined.

   The parties further agree that in the event a unit member separates from the district for purposes other than retirement, this benefit shall have no applicability and vacation days used to establish credit as defined in this provision shall be lost.

   At the conclusion of the benefit period coverage under this article, the retiree may avail himself/herself of whatever health insurance benefit in accordance with Board of Education Policy or applicable law in effect at the time the benefit is exhausted.

   Upon the exhaustion of the foregoing benefit, retired unit members shall be entitled to health insurance coverage pursuant to Board Resolution 5.5-14, adopted on October 27, 1987 and as may be amended by the Board of

Education, if they meet the requirements of this regulation.

The retiree may defer the ten years of health coverage to begin at a time of their choosing. When the retiree re-enrolls they shall pay the same contribution rate the member earned at the date of their retirement.

Members retiring under ENB will participate in the plan at the time of retirement until they reach the age of Medicare eligibility at which time they will participate in the Medicare Advantage plan at the same retiree contribution rate as noted in board policy and based on the actual cost of the plan to the District.

J. Local Retirement Benefit (LRB)

A Local Retirement Benefit (LRB) shall provide specified benefits to eligible employees hired on or after July 1, 2021 who qualify to receive a full-service retirement without penalty provided that the employee meets the criteria below.

Criteria for LRB

1. STATE CRITERIA The employee must retire from the NYSTRS or NYSERS with an undiminished retirement benefit under the employees' specific retirement tier.

2. An employee, to become eligible, must notify the District in writing at least six (6) months prior to the date which the employee states as the date he/she is resigning for the purpose of retirement.

3. LOCAL CRITERIA The employee shall have a minimum of twenty (20) years in education and at least ten (10)of the twenty (20) years of service shall be with the Vestal Central School District.

The employee must retire within the first or second year of meeting both the State and Local criteria.

The District shall provide payment of the LRB to eligible employees based on the following schedule:

Eligible full-time employees:

Shall be compensated with a lump sum payment of $20,000. The payment shall be made as a non-elective contribution to the unit member's 403(b) plan.

Payment to a non-elective 403b(b), subject to final review by the independent auditor and the District's third-party administrator.

Payment shall be made to the employee no later than ninety (90) calendar days after the effective date of retirement but no later than December 31st of the tax year the employee retires.

Supplemental Benefit:

Retiring members shall be provided health insurance for life based on the chart below:

Addendum VII

Local Retirement Benefit (LRB)
VAA Retiree Insurance options July 1, 2021

			Blue Cross Blue Shield/PPO or Equivalent			Medicare Advantage		
			Individual Retiree	Individual Spouse	Family w/Dependent	Individual Retiree	Individual Spouse	Spouse
		District Contribution →	70%	50%	50%	70%	50%	0%
Retiree	Single	Retired NOT Medicare Eligible	X					
	w/spouse	Retired NOT Medicare Eligible		X				
	w/dependent				X			
Retiree	Single	Medicare Eligible	X			X		
	w/spouse	NOT Medicare Eligible		X				
	w/dependent				X			
Retiree	Single	NOT Medicare Eligible	X					
	w/spouse	Medicare Eligible						X
	w/dependent				X			
Retiree	Single	Medicare Eligible	X			X		
	w/spouse	Medicare Eligible					X	
	w/dependent				X			

The above chart and the Medicare Advantage plan is available only to those VAA retirees who retire from the District on or after July 1, 2021.

The premium share shall be based on the actual cost to the District of the health plan in which the retiree is enrolled in a given year. (i.e. the cost of the plan for a retiree enrolled in Medicare is signifigantly lower than the retiree not yet enrolled in Medicare).

The health insurance coverage outlined in the chart above overrides the provisions of the board policy stated below:

Retired unit members shall be entitled to health. Insurance coverage pursuant to Board Resolution 5.5-14, adopted on October 27, 1987 and as may be amended by the Board of Education, if they meet the reqirements of this regulation.

- All VAA members hired on or after 7/1/21 will be entered into the Local Retirement Benefit(LRB)option.

- All VAA members hired before 7/1/21 shall have the option to continue in the ENB during an open window. The conversion window shall be open for 60 days after ratification of the agreement by both parties. Failure to elect to continue in the ENB will result in the member converting to the LRB.

- For VAA members who convert to LRB, all accumulated ENB days will be converted to sick days.

- The existing Article XIII (ENB) section will be eliminated as of June 30, 2024.

NOTE - The unit appreciates the districts willingness to consider possible variations to the sunset date for those VAA members who are close to retirement after June 30, 2024.

ARTICLE XIV. PROTECTION AND ASSOCIATION MEMBER RIGHTS

A. Personnel File

1. The District shall maintain one (1) personnel file for each unit member which shall be located in the personnel office or other location identified by the Superintendent of Schools.

2. A unit member shall have the right, upon request, to review contents of his or her personnel file within a reasonable time frame. Unit members shall have the right to make copies of documents in a personnel file except for references and information obtained in the process of evaluating the unit member for employment. The cost of copies made shall be borne exclusively by the unit member or the Association. A unit member shall be entitled to have a representative of the Association and/or SAANYS

accompany her or him during such review. The District shall have a representative present during any review of personnel files.

3. No material, excluding references and information obtained in the process of evaluating the unit member for employment, which is derogatory to a unit member's conduct, service, character, or personality shall be placed in the files unless the unit member has had an opportunity to read, copy, and answer the material.

4. No anonymous letters or materials shall be placed in the unit member's file.

B. Representation

1. No disciplinary action shall be taken upon any complaint directed toward a unit member, nor shall any notice be included in a unit member's personnel file unless the complaint is reported in writing to the unit member and the President of the Association.

2. Unit member shall have the right to have an Association representative present at any meeting with his/her supervisor including the Superintendent.

C. Change In Organizational Structure

The Superintendent shall notify the Association when changes in the organizational structure of the District are contemplated and consult with the Association regarding the changes prior to implementation.

XV. DURATION OF AGREEMENT

This agreement between the Vestal Administrators' Association and the Superintendent of Schools is for a period beginning July 1, 2021, and ending on June 30, 2024. In witness whereof, the Superintendent of the Vestal Central School District has placed his hand and seal and the Vestal Administrators' Association has caused these presents to be signed by its duly elected representative after ratification of this agreement by its membership.

Office of the Superintendent
Vestal Central School District
Town of Vestal, Broome County,
New York

Vestal Administrators' Association

By: _____ 5/19/22
Superintendent of Schools

By: _____ 5/18/22
VAA President

Appendix A

VESTAL ADMINISTRATORS' ASSOCIATION

SICK BANK REFUSAL OF ENROLLMENT FORM

I hereby decline my membership in the Vestal Administrators' Association Sick Leave Bank. This declination is made with full knowledge of the terms in the collective bargaining agreement.

I understand that should I request membership at a later time, I will be subject to the applicable terms of the collective bargaining agreement, including waiting periods and deduction of sick days as required.

_____
Employee's Name (Print)

_____ _____
Employee's Signature Date

_____
Association Representative's Name (Print)

_____ _____
Representative's Signature Date

Return to Personnel by First Payroll Date

Appendix B

VESTAL ADMINISTRATORS' ASSOCIATION

SICK LEAVE BANK REQUEST FORM

Name_____

Building_____

Date_____

I am requesting _____ days from the Sick Leave Bank. Please find attached a letter from my doctor explaining my medical situation, prognosis, and an estimated or anticipated date of return (if possible to give at this time.

_____ _____

Signature Date

PLEASE RETURN TO THE PERSONNEL OFFICE
DO NOT WRITE BELOW THIS LINE

FOR OFFICE USE ONLY

Date of last sick day_____

Number of days of continuous absence_____(or same illness if chronic)

Notes of any action needed:

_____

_____