

AGREEMENT

Between the

Red Creek Administrators Association

and the

Superintendent of Schools
Red Creek Central School District

Revised 06/05/2019

ARTICLE 1 - Recognition

1. The Red Creek Central School District Board of Education, having determined that the Red Creek Administrators' Association is supported by a majority of Administrators, recognizes the Red Creek Administrators' Association as exclusive negotiating agent for the Administrative Unit.

Current Unit Positions include:

High School Principal
Middle School Principal
Elementary Principal
Director of Special Education
High School Assistant Principal
Director of Curriculum
Athletic Director/Community Center Director

2. The association shall go through the normal district process to use district facilities for Association meetings. Association meetings will not be scheduled during the normal student day or during events that Association members are expected to work.

ARTICLE 2 - Negotiations Procedures

1. The Superintendent, or his/her designated representative, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
2. Upon a request of either the President of the Red Creek Administrators' Association, or the Superintendent, to the other party for a meeting to open negotiations, a mutually acceptable meeting date on or before February 1st the year the collective bargaining agreement is set to expire. It is agreed by and between the parties that any provision of the 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.

Copies of the final Agreement, resulting from such negotiations, shall be shared electronically, and distributed to all unit members now employed, or hereafter employed, by the District, within one month after it has been executed, or at the time of employment, if that occurs later.

ARTICLE 3 - Work Year, Salary and Fringe Benefits

1. Length of the Work Year

- d. Positions covered by this clarification are regarded as eleven (school calendar (187) plus 28 work days) or twelve month positions (261 work days, which includes holidays and vacations)

2. Salary

- d. Effective July 1, 2019, 2020, and 2021 all unit members shall receive a 2.90% increase on the salary in effect on the prior June 30.
- e. Administrators who are granted tenure will receive a \$2,750 increase to their base salary for the subsequent year, prior to any agreed upon raise.

3. Non-Elective 403(b) contribution

- d. For the 2019-20 school year the district will contribute \$1000 for each unit member in to a non-elective 403(b) account.
- e. For the 2020-21 school year the district will contribute \$1,000 for each unit member in to a non-elective 403(b) account.
- f. For the 2021-22 school year the district will contribute \$1,250 for each unit member in to a non-elective 403(b) account.
- g. The payment will be made into the unit member's 403(b) retirement savings account in two equal payments in January and June of each year.

4. Health Insurance

- a. The Board shall provide 100% of individual coverage and 85% of family coverage for the medical portion of the District health plan.
- b. For unit members hired after July 1, 2007, The Board shall provide 90% of individual coverage and 85% of family coverage for the medical portion of the District health plan.
- c. For unit members hired after September 1, 2016, The Board shall provide 85% of individual and family coverage for the medical portion of the District health plan.
- d. Effective July 1, 2017 the base plan for all unit members will be Healthy Blue Option 3 Health Plan. Unit Members will be allowed to buy-up to another plan with the difference to be paid in full by the unit member.

The District will provide health care insurance through the Finger Lakes Area School Health Plan (FLASHP) and currently offers the following plans:

- i. Blue Point 2 High (\$5/\$10 Copay, \$0/\$30/\$50 drug rider)
- ii. Blue Point 2 Low (\$15/\$15 Copay, \$0/\$30/\$50 drug rider)
- iii. Healthy Blue Option 1 (Adult \$15/\$25 Copay, Children up to age 19 \$0 Copay, \$5/\$25/\$50 drug rider)
- iv. Healthy Blue Option 2 (Adult \$25/\$40 Copay, Children up to age 19 \$0 Copay, \$5/\$25/\$50 drug rider)
- v. Healthy Blue Option 3 (\$30/\$50 Copay, \$5/\$35/\$70 drug rider)
- vi. High Deductible PPO Plan (Healthy Blue HDHP- 100% HSA Contribution)
 - 1. The District shall pay 100% of the premium for the Healthy Blue High Deductible Plan during the period of this contract for unit members the first time they elect this plan option. The contribution rate will be in accordance with the unit members hired date.
 - 2. HSA Account Funding: The District shall fund a Health Savings Account (HSA) for the High Deductible Health Plan in two equal installments.
 - a. The High Deductible Health Plan is a calendar year plan, the first installment of the HSA contribution will be made in either January or July and the second installment will be made approximately six months later.
 - b. The combined total of the District's HDHP premium contribution and the HSA amount shall not exceed the District's Healthy Blue Option 3 contribution. If so, the difference in total cost shall be applied to the premium, which will be paid by the unit member.
- e. Health insurance provided will be subject to the limitations and eligibility standards of the current carrier.
- f. Upon retirement, the District will pay 70% of the coverage costs of the unit member's selected health plan for those unit members with 10 (ten) years of full-time employment in Red Creek.
- g. Unit members that retire after December 2016 will be required to enroll in Healthy Blue 3. Unit members will be allowed to buy-up to another plan with the difference to be paid in full by the unit member.

5. Dental Insurance

- b. The District shall contribute 85% toward individual and family dental insurance.

6. Vacation

- a. Each 12-month unit member is allotted twenty-four (24) days per year for vacation purposes. Vacation days are taken at such times as are mutually agreed upon between the Superintendent and the unit member.
- b. Accumulation of unused vacation days is up to fifty (50) days, at the discretion of the Superintendent. Records of unused vacation days will be maintained with the proviso that they can be added to accumulated sick days or the sick leave bank if a catastrophic need arose.
- c. Upon resignation or retirement, the District will buy back any unit member's accumulated vacation leave days up to a maximum of 50 days at 1/240 of the administrator's annual salary.
- d. Unit members will be given three (3) flex days annually, granted at the discretion of the Superintendent of Schools, only to be used when students are not in session.

7. Holidays

- a. The holiday schedule calendar for the unit members is that as established annually by the Board of Education.

All full-time, twelve-month employees will receive the following thirteen (13) paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day.

If any of these holidays are part of the required work week, the Superintendent in consultation with the RCAA will make the decision for making up the holiday.

- b. When Red Creek closes due to weather, 11 month unit members will not need to report to their respective building, these days will not count towards the 215 total work days. 12 month unit members will need to report, or have the option to use vacation time.

8. Adoption Proceedings

- a. Up to two days with pay may be taken for the legal proceedings associated with the adoption of a child. Before resorting to any days under this section, a unit member must have exhausted his/her personal leave.

9. Sick Leave

- a. Unit members shall be granted fifteen (15) full days of sick leave annually. Sick leave shall be accumulated to 320 days of which 220 days may be used for sick leave purposes. Accumulated sick leave from 221 to 320 days will be paid out in a 403b employer contribution at retirement.
- b. Sick leave is absence from employment because of illness of the employee or a member of his/her immediate family, defined as parent, spouse, child, or person residing in the same house with the administrator.

10. Payment for Unused Sick Days at Retirement

- a. For those who retire July 1, 2007 or after, the payment for accumulated sick days (0-220 days) will be at the rate of \$100.00 per day. To be eligible for this payment, a unit member must have completed ten consecutive years in the Red Creek Central School District and be eligible for retirement pursuant to the rules established in the New York State Teachers' Retirement System.
- b. Payment for the accumulated sick days will be applied to the retiree's health insurance premium until such time as the health insurance premium exhausts the money for the sick day payment. (This payment is in addition to the 70% health insurance premium payment made by the District for those members who retire after July 1, 2007).
- c. For those who retire July 1, 2013, or after, sick leave days accumulated between 221-320 will be eligible for payment at \$100.00 per day in the form of a contribution to the employee's 403(b). To be eligible for this additional payment, a unit member must have completed eighteen (18) consecutive years in the Red Creek Central School District and be eligible for retirement pursuant to the rules established in the New York State Teachers' Retirement System.
- d. In the event that the retiree dies prior to the time when this sick day payment is used up, the remaining payments will continue to be applied to the health insurance of the surviving spouse and legal dependents.

11. Personal Leave

- a. Personal leave is absence from employment for reasons other than illness or disability. Three (3) personal days per year are granted upon request in writing. Except in the event of an emergency, the request must be made at least 3 days prior to use, with no explanation necessary.
- b. The approval of the Superintendent of Schools is required for any request.
- c. Unused personal days are credited toward the sick leave

accumulation at the end of each school year.

12. Jury Duty

- a. All unit members are to be paid their regular schedule of daily pay for time served on jury duty. However, all compensation excluding travel allowance, received for jury duty shall be transferred to the Treasurer of the Board of Education.

13. Bereavement Leave

- a. Up to five (5) days are available for death in the immediate family. Immediate family shall be defined as follows: Mother, Mother in-law, Father, Father in-law, Husband, Wife, Children, Brothers, Sisters, Grandparent, Stepchild, or person living in household. Up to three (3) days are available for death of grandparent in-law, brother in-law or sister in-law, and one (1) day is available for aunts, uncles, first cousins, and nephews/nieces.
- b. Bereavement leave should be used within 15 days of the death or service. A request may be made to the Superintendent of Schools for special circumstances. The decision is at the discretion of the Superintendent of Schools. Settling of estate or other legal business will require use of personal time.

14. Maternity Leave

- a. Maternity Leave for Period of Disability: The Superintendent shall be notified in writing by the individual as soon as possible after the diagnosis of pregnancy is made by the unit member's personal physician. At such time, the unit member will inform the Superintendent of the approximate date that she will be disabled due to pregnancy.
- b. The determination of the date of disability due to pregnancy will be made by the unit member in consultation with her physician.
- c. The length of such leave for the period of disability shall be determined by the unit member in consultation with her physician. If the District so desires, a corroborating judgment by an obstetrician of the District's choice may be obtained. In such circumstances, the District shall pay for the services of the obstetrician. If the decision of the physician selected by the District contradicts the decision of the physician selected by the unit member, a mutually acceptable third party (physician) shall be selected to settle the matter.
- d. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are for all job-related purposes temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan

available in connection with employment.

15. Extended Child Rearing Leave or Adoptive Leave

- a. Extended childrearing leave without pay granted to a unit member for the purpose of child rearing and/or adoption for a period not to exceed one (1) year.
- b. The Superintendent shall be notified of the time the individual wishes to commence the extended child rearing leave as soon as possible after the diagnosis of pregnancy or notification of adoption is made by the unit member's personal physician or the adoption agency.
- c. At the same time, the unit member shall notify the Superintendent of the extended leave termination date. Such termination date shall be at the beginning of the school year or the January semester break, which is consistent with the length of such leave.

16. Tuition Reimbursement

- a. A unit member may request a 100% tuition reimbursement for up two graduate courses taken per year. Such request must be received in the office of the Superintendent prior to the commencement of the course and will require advance approval. The reimbursement will be for tuition only. The tuition will be paid upon satisfactory completion of the course with a grade of B or better.

17. Life Insurance

- a. A term life insurance policy in the amount of one hundred thousand dollars shall be provided each unit member. At the discretion of the Board, individual unit members may receive a sum equivalent to the cost of this policy in order to maintain or purchase a policy privately.

18. Professional Dues

- a. The District will pay one professional membership dues to an organization approved by the Superintendent of Schools, excluding SAANYS.

19. Physical Examinations

- a. Each unit member shall be entitled to have a physical examination bi-annually and the District shall be responsible for paying the dollar amount not covered by our current health insurance program for said physical examination, to a maximum of \$100.

20. Non-Resident Children

- a. Non-resident children of Red Creek Central School District unit

members may be allowed to attend the Red Creek Central School District tuition-free with the approval of the Board of Education.

21. Flexible Spending

- a. The District has instituted flexible-spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-tax contribution, i.e., \$2,500 for health care expenses, and up to \$5,000 for dependent care contributions per year. The plan year will be from September 1 – August 31 with annual enrollment. Employees may roll over up to \$500 per year in the following year account. Any surplus left above \$500 in these individual flexible accounts will be the property of the District and go first to plan administrative costs and losses to the employer with regard to these accounts. Employees must sign up yearly in December of the preceding year.

22. Night Obligations

- a. Board of Education meetings – Unit members are required to attend school board meetings one time per month at the discretion of the Superintendent of Schools.
- b. Supervision duties – The RCAA will be responsible for scheduling and covering supervision of school sponsored night obligations, as part of their agreed upon salaries each year, with no additional compensation. A yearly list of night obligations must be presented to the Superintendent's office no later than September 1st each year.
- c. The Director of Athletics will receive a yearly stipend of \$1,500 for Night Event Coordinator.

ARTICLE 4 - Community Responsibility

1. Recognizing the importance of the interrelationship between the community and the school, unit members are expected to obtain a comprehensive grasp of community needs and expectations through appropriate involvement in community affairs.

ARTICLE 5 - Grievance Procedures

1. Definitions

- a. Grievance is a complaint by an employee or group of employees of an alleged violation or misapplication of the terms of any article contained in this agreement.
- b. Superintendent is the Superintendent of Schools.
- c. Grievant is any party named in a grievance who is an aggrieved

party.

- d. Party of Interest is any party named in a grievance who is not the aggrieved party.

2. Procedures

- a. Stage 1 - A member having a grievance will discuss it with the appropriate immediate supervisor either directly or through an association representative with the objective of resolving the matter informally, within fifteen (15) days of the alleged occurrence.
- b. Stage 2 - If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within five (5) working days after the informal discussion in Stage 1. The immediate supervisor will return a written disposition to the grievant within five (5) working days after receipt of the written grievance.
- c. Stage 3 - If the grievant is not satisfied with the decision of the immediate supervisor, he/she will discuss it with the Superintendent within ten (10) days either directly or through an association representative with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within five (5) working days after the informal discussion. The Superintendent shall be provided with all proof to support the claim, including, but is not limited to, the complete written records up to this point. The Superintendent shall render a disposition within ten (10) working days after receipt of all pertinent information.
- d. Stage 3 – if the grievant is not satisfied with the decision of the Superintendent then he/she shall submit a written request for the Board of Education to review the grievance within five (5) days of receipt of the Superintendent's decision. The Board will consider the grievance within 30 days of receipt of written notice. The Board of Education will provide the grievant a written response within 10 days of considering the grievance.
- e. Stage 4 - Impartial Third Party
 - i. If the grievant is not satisfied with the disposition of the Board of Education, he/she may submit the grievance to the consideration of an impartial third party by written notice to the Superintendent within five (5) working days of receiving the Board of Education's written disposition of the grievance.
 - ii. Within five (5) working days after such written notice of submission of the grievance to the consideration of a third party, the Superintendent and the association shall request a list of fifteen (15) impartial third parties from the American Arbitration Association. The parties will then mutually select the impartial third party by alternate striking throughout the list

- at a meeting that is mutually agreeable to the parties.
- iii. The selected third party will hear the matter and will issue his/her disposition. The third party's decision will be in writing and set forth his/her findings of fact, reasoning, conclusions and disposition of the issues.
 - iv. The third party shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.
 - v. The third party shall have no power to add up to, to subtract from, or to modify any of the provisions of this agreement.
 - vi. The decision and award of the third party shall be binding
 - vii. If the grievant does not act within the specified time limit at each level, he/she shall forfeit the right to continue the grievance. The grievance shall be considered resolved at the last level of action.
 - viii. Any possible costs for the services of the third party, including expenses, if any, will be borne one-half by the Board and one-half by the Association and/or employee.
- f. The time sequence at any stage may be waived by mutual agreement in writing.

ARTICLE 6 – EVALUATION

- 1. Unit members are evaluated on an annual basis in accordance with the procedures adopted by the Board of Education, or as required by law.

ARTICLE 7 - Duration of Agreement; Board Approval

- 1. This Agreement shall remain in effect from July 1, 2019 until midnight on June 30, 2022. 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 therefor, shall not become effective until the appropriate legislative body has given approval.

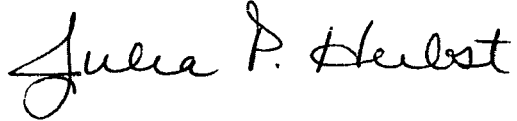
FOR THE DISTRICT:



Superintendent of Schools

Dated: 6/19/19

FOR THE ASSOCIATION:



RCAA President

Dated: 6/19/19

**TENTATIVE AGREEMENT
MODIFIED ONE YEAR CONTRACT EXTENSION 2022-2023**

**By and Between the
Red Creek Central School District
And the
Red Creek Administrators Association**

The terms and conditions of employment set forth in the current Collective Bargaining Agreement (2019-2022) shall remain in full force and effect, except as expressly and specifically modified by this Tentative Agreement.

Articles to be modified, and the specific provisions that are to be modified in said Articles, are indicated in **bold**.

ARTICLE 3 – Work Year, Salary, and Fringe Benefits

2. Salary

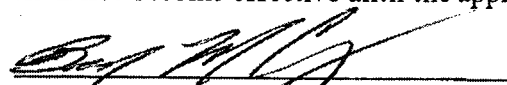
- d. Effective **July 1, 2019, 2020, and 2021** 2022, all unit members shall receive a ~~2.90%~~ **3.20%** increase on the salary in effect on the prior June 30.

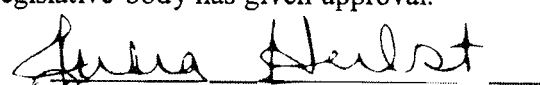
Beginning July 1, 2022, the District contribution to the unit member's 403(b) retirement savings account should be included in the contract and paid in two (2) payments, per the contract language. Please note that this is being included in this Tentative Agreement for clarification purposes only, and is not the addition of a new item in the contract.

ARTICLE 28 – DURATION OF AGREEMENT

This Agreement shall remain in effect from **July 1, 2019** 2022 until midnight on **June 30, 2022** 2023.

This Tentative Agreement shall take effect upon ratification by the Association and approval by the Board of Education. Also, in accordance with Section 204-a of the Civil Service Law, 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 therefor, shall not become effective until the appropriate legislative body has given approval.


Mr. Brian Corey
Superintendent of Schools


Ms. Julia Herbst
Association President

6/2/22
Date

6/2/22
Date

**MEMORANDUM OF AGREEMENT
BETWEEN THE
RED CREEK CENTRAL SCHOOL DISTRICT
(THE "DISTRICT")
AND THE
RED CREEK ADMINISTRATORS ASSOCIATION
(THE "ASSOCIATION")**

WHEREAS, the District and the Association are parties to a collective bargaining agreement ("CBA"), dated July 1, 2019 through June 30, 2022; and

WHEREAS, the District is required to comply with the requirements of the New York General Construction Law Section 24 as it pertains to the observance of Juneteenth; and

WHEREAS, the District wishes to grant unit members a paid holiday for the day on which Juneteenth is observed in accordance with New York General Construction Law Section 24.

IT IS HEREBY AGREED AS FOLLOWS:

1. In addition to the paid holidays set forth in the CBA, effective June 19, 2023, the day on which Juneteenth is observed in accordance with New York General Construction Law Section 24 shall be a paid holiday for unit members. (This Memorandum of Agreement shall not result in salaried unit members receiving any pay beyond their regular base pay.)

2. The parties agree that this Memorandum of Agreement does not entitle any unit member to any other payment, benefit or holiday.

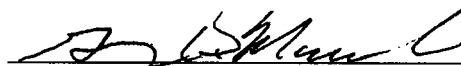
3. The parties agree that this Memorandum of Agreement does not create or establish a precedent for any other matter.

4. This Memorandum of Agreement constitutes the full and complete agreement of the parties and may not be modified, altered, or changed orally. No alteration or amendment shall be made without written consent of the parties to this agreement.

5. Should any provisions of this agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be severed from this agreement, provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement.

Red Creek Central School District

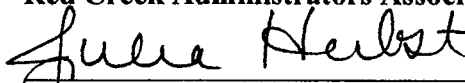
June 15, 2023



By: Greg Macaluso, Interim Superintendent of Schools

Red Creek Administrators Association

June 15, 2023



By: Julia Herbst, President