

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL
12-MONTH MANAGERIAL AND CONFIDENTIAL
INSTRUCTIONAL SUPPORT AGREEMENT
July 1, 2021 - June 30, 2025**

CERTAIN 12-MONTH EMPLOYEES:

Secretary to the Superintendent
Account Clerk
Payroll Clerk
Clerk (PT and/or Full-time)

Probationary Period:

All newly hired twelve-month employees or employees promoted to a new position shall be subject to a probationary period of 52 weeks. Employees shall be notified of the duration of their probationary period and satisfactory completion of their probationary period.

LEAVES OF ABSENCE

Sick Leave:

Sick leave is provided for all twelve-month employees of the school system. Each employee will receive fifteen (15) sick days at the beginning of each school year. Sick days shall be cumulative.

In addition to personal illness, sick leave may be used to administer bedside/household care to members of the immediate family (Spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or another person residing in the employee's household.)

A sick day will constitute the number of hours the employee normally works per day and will be paid at their current rate of pay.

Effective July 1, 2019, membership is mandatory in the Non-Instructional Sick Leave Bank. All current employees employed more than 1 (one) year and not currently members of the sick leave bank will be required to become members of the bank and will begin donations of days per the Sick Leave Bank Program in Appendix A. New Employees will become members as per the Sick Leave Bank Program outlined in Appendix A.

Effective during the 2008-09 school year, the District will provide Section 41-j of the Employees' Retirement System that applies unused sick leave as additional service credit. Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

Personal Business Leave:

Each twelve-month employee will be allowed up to three (3) personal business days with full pay during each school year under the conditions as outlined below:

The following reasons are sufficient to warrant a personal business day:

- a) Funeral of a relative, close friend
- b) Wedding within immediate family (including self)
- c) Graduation of child, spouse, self or sibling
- d) Paternity
- e) Real Estate Closing
- f) Legal Business
- g) Emergency situations within immediate family; relative or close friend

h) Emergency situations at home (i.e. flooding, roof collapse, fire, plumbing, electrical, heating)

The following are not sufficient to warrant a personal business day:

- a) Vacation, shopping
- b) Athletic and/or recreational activities
- c) Day preceding or day following a vacation, except as applies to Part I
- d) Convention or trip not applicable to school business
- e) Personal convenience or enjoyment

If a twelve-month instructional support employee has business which appears on neither list I or II and it cannot be transacted other than on a school day, it may be requested through the supervisor, subject to review by the superintendent. A reason for such leave must be given if requested, and each request must be made three days in advance. Any unused personal business days will be added to the cumulative sick days at the end of the school year.

Bereavement Leave:

Each twelve-month instructional support employee may be allowed up to five (5) days a school year for death in the immediate family, (spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law or other person residing in the employee's household). One of these days may be allowed for death of other family members or close friends. If additional days are needed, the employee will be allowed to use his "sick leave" days. The supervisor may, at his discretion, expand the definition of the term "immediate family".

Unpaid Leave:

Unpaid leave may be granted with prior supervisory approval. Service credit for the New York State Employees Retirement System will be adjusted accordingly for any unpaid days in accordance with the regulations of the system based on the appropriate tier of the employee. Unpaid leave will be limited to ten (10) days per fiscal year.

Jury Duty:

Employees shall receive normal wages while serving on Jury Duty during normal working days.

Emergency Days, Emergency Delays & Emergency Early Dismissals

Employees shall be paid and will not be required to work on emergency days, emergency delayed openings or emergency early dismissals (emergency days includes days added to the school calendar as instructional days off due to unused snow days). Employees may, at their discretion, report during these times to complete necessary and time sensitive tasks and will receive compensation time for doing so.

Paid Holidays:

Regardless of the day of the week on which they fall, all twelve-month instructional support employees shall be privileged to observe the following holidays with pay:

- | | |
|------------------------|----------------------------|
| 1. Independence Day | 8. Day After Christmas* |
| 2. Labor Day | 9. New Year's Day |
| 3. Columbus Day | 10. Martin Luther King Day |
| 4. Veterans Day | 11. President's Day |
| 5. Thanksgiving | 12. Good Friday |
| 6. Thanksgiving Friday | 13. Memorial Day |
| 7. Christmas Day | 14. Juneteenth** |

*Day before Christmas may be selected, instead of the day after, at the Superintendent's discretion - such change would be global- applying to all employees.

** Juneteenth shall be a paid holiday only in those years when it is included as such in the annual school calendar.

In addition to the specific holidays listed above, employees are eligible for one additional floating holiday. The date for use of this day can be chosen at the employee's discretion provided the immediate supervisor is given advance notice.

Pay will be based on the normal hours worked, i.e., eight hours work per day, eight hours holiday pay. If a holiday falls on a weekend, the employee, his/her supervisor and the superintendent will come to an understanding as to when the holiday time can be observed.

The employee must work the scheduled working day before and the scheduled working day after the holiday to qualify. The use of approved paid vacation or personal days will be considered the same as working the day before and/or after a holiday.

In the event of a serious illness or medical condition, documented by a physician's written statement, or other extenuating circumstances, the Superintendent of Schools, may at his discretion, qualify an employee for holiday pay notwithstanding the above. Such a request must be submitted on the prescribed form.

Paid Vacation:

Twelve Month instructional support employees qualify for vacation with pay based on the following schedule:

- After 1 year employment – 1 week vacation
- After 2 years employment - 2 weeks vacation
- After 4 years employment - 1 additional day
- After 6 years employment - another additional day
- After 8 years employment - another additional day
- 10 years employment - 3 weeks vacation
- 12 years employment - 3 weeks vacation plus 1 day
- 14 years employment - 3 weeks vacation plus 2 days
- 16 years employment - 3 weeks vacation plus 3 days
- 18 years employment - 3 weeks vacation plus 4 days
- 20 years employment - 4 weeks vacation
- 25 years employment - 4 weeks vacation plus 2 days
- 30 years employment - 5 weeks vacation

All vacation schedules are subject to supervisor approval and must be requested at least 5 days in advance.

Employees may sell back or carryover up to five (5) unused vacation days per fiscal year. Payment for days will be remitted to the employee in the last pay period of the school year at the employee's current daily rate (1/260th). Carryover days shall be non-accumulating and must be used on or before August 31st. Any days intended as carryover days that are not used by August 31st will not qualify for days to be sold back to the district.

Any vacation time accrued upon retirement will be prorated in accordance with the Bainbridge-Guilford C.S.D. Vacation Policy.

Anyone who has worked in the district as a ten- or eleven-month employee will be given 10/12 or 11/12 of a year's credit for each full year they have worked as a ten- or eleven-month employee for vacation purposes only. An example might be -- an individual who has worked 12 years as a ten-month employee would be given 10 years credit toward vacation time (10/12). Fractional time of .5 or greater will be rounded up to the next greater year. Fractional time less than .5 will be rounded down to the nearest full year completed.

MEDICAL/DENTAL COVERAGE

Health Insurance:

Available for any employee (and dependents) working more than 20 hours per week on the payroll notification form. The Board shall pay:

- 95% of the cost of the plan for Single coverage
- 90% of the cost for Employee/Spouse or Employee/Child(ren) coverage
- 85% of the cost of the plan for Family coverage

District agrees to make available to retired employees the identical Health Plan they would enjoy if employed. The district will pay fifty percent (50%) of the premium of the employee rate only for the retired employee up to age 65 who meets the following conditions:

- a. Employees hired prior to July 1, 2021, must serve for ten (10) continuous years in the Bainbridge-Guilford Central School District.
- b. Employees hired after July 1, 2021 must serve a minimum of fifteen (15) continuous years in a full-time capacity in the Bainbridge-Guilford Central School District.
- c. Must be eligible to retire under the New York State Employees' Retirement System (NYS ERS).

To continue coverage beyond age 65, the retired employee will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on rates as charged the Board by the carrier. The employee may cover eligible dependents by paying the full premium.

Dental Insurance:

Available to any employee (and their dependents) working more than 20 hours a week. The Board will pay 65% of the cost of the plan for individual or dependent coverage.

Life Insurance:

All employees (and their dependents) working more than 20 hours per week are eligible to participate in the School District group life/accidental death and dismemberment insurance program. The following table outlines the percentage of premium to be paid by the Board of Education:

<u>Single</u>	<u>Family</u>
95%	85%

RETIREMENT BONUS

Individual must be eligible to retire from New York State Employees' Retirement System.

1. Payment shall be based on 60% of total accumulated sick leave, subject to a cap of 250 days, upon effective date of retirement. The Individual will be paid at their daily rate in effect upon date of retirement (cap only to apply to retirement bonus, not the provisions of ERS Section 41-j).
2. Retirement benefit payments will be paid within 60 days of retirement.
3. The employee must notify the district in writing six months prior to the effective date of retirement to qualify for the retirement benefit. Notification must be in the form of a letter of resignation.
4. Payment will be made as an employer non-elective contribution to the employees existing 403b account within 60 days of retirement. To the extent that the bonus amount exceeds the employee's annual 403b limit as defined by law in any year, any excess shall be carried over by the District without interest and the remainder will be paid into the account the following calendar year in January and each subsequent January until all of the bonus has been paid. Failure to establish a 403b account prior to the date of retirement will result in the forfeiture of the retirement bonus.

As an alternative to the above Retirement Bonus, employees may elect, instead, to have the former sick leave/retirement option which is outlined as follows:

Any employee who has served in the district for fifteen years or longer will be entitled to \$50.00 per day for each day of unused sick leave up to a maximum of 200 days at retirement. No prior notification is required for this option.

SALARY

Wages:

2021-22: increase of 3.4% on the 2020-2021 base salary plus \$250

2022-23: Increase of 3.4% on the 2021-2022 base salary

2023-24: Increase of 3.4% on the 2022-2023 base salary

2024-25: Increase of 3.4% on the 2023-2024 base salary

Longevity Bonus:

Yearly bonuses for continued service to the district will be paid to permanent employees on the following basis. An employee working less than full time will receive their bonus on a pro-rated basis.

<u>Years of Service</u>	<u>Amount</u>
5-6 years	\$300
7-9 years	\$400
10-14 years	\$550
15-19 years	\$800
20-24 years	\$1050
25-29 years	\$1300
30+ years	\$1600

WORKING CONDITIONS

Tuition Reimbursement:

The District supports the professional development activities of its staff and realizes the mutual benefit of continued education. In this regard, the District will reimburse twelve-month instructional support staff members for graduate and undergraduate course work that meets the following criteria:

- Courses must be job related
- Classes must occur outside of the normal work day
- Final grade must be "B" or above
- Approval of immediate supervisor must be obtained
- Employee must submit receipt and final grade report attached to a completed school reimbursement claim form.

Reimbursement shall be limited to \$500.00 per course with a maximum of \$1500.00 per employee in any given fiscal year. Reimbursement shall cover the cost of tuition only. Any related expenses including books and materials shall be at the employee's expense. Tuition reimbursement requests shall be made by February 28th of the prior year.

Special Work Projects or Assignments

With approval of the Superintendent of Schools, authorization to perform special projects or assignments beyond the normal scope of duties or expected work schedule may be approved. For such instances, the employee will be compensated at an hourly rate that is equal to 1.5 times the employee's normal salary divided by 2,080. Time sheets are to be used to record, approve, and document the extra compensation.

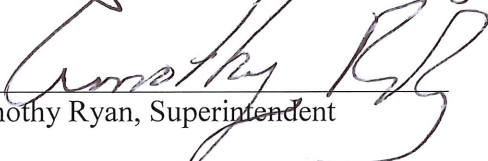
Just Cause

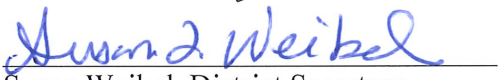
No member covered under this agreement shall be dismissed, disciplined, or reduced in rank without just cause. This article will have effect only after the completion of 3 years of employment.

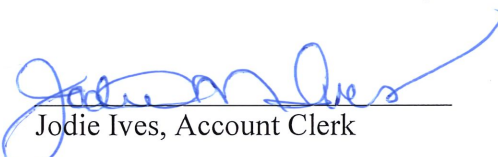
DURATION OF AGREEMENT:

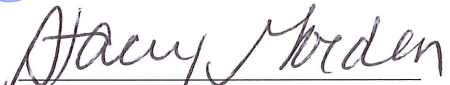
This agreement shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2025.

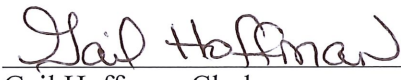
Dated this 16 Day of August in the Year 2021.


Timothy Ryan, Superintendent


Susan Weibel, District Secretary


Jodie Ives, Account Clerk


Stacey Golden, Payroll Clerk


Gail Hoffman, Clerk

APPENDIX A -Sick Leave Bank

BAINBRIDGE-GUILFORD CENTRAL SCHOOL NON-INSTRUCTIONAL SICK LEAVE BANK

- A. There shall be a Non-Instructional Sick Leave Bank to be administered by a Committee for a term of one year. The Committee shall consist of one Board Member, two Administrators, one member of the BGSSA and one other non-bargaining unit member.
- B. Upon completion of one (1) full year of service to the school, Bargaining Unit Members will become mandatory members of the Sick Leave Bank and shall donate one (1) sick day per year to the Bank.
- C. When the Bank exceeds five (5) times the number of members, member contributions will not be required again until the Bank falls below two (2) times the number of members. Members will then be required to replenish the Bank at that time and each September (10 and 11 month) or each July (12 month) until the maximum again is reached. If a member does not have sick time available, the contribution shall be made in the beginning of the subsequent school year when new days become available.
- D. The balance of sick leave bank days on June 30th of each year shall be carried over to the next year.
- E. When an employee is drawing paid time from the sick bank, all benefits will continue.
- F. A sick leave bank member may make application to the Sick Bank if they meet all the below listed criteria:
 - (1) The employee is unable to perform their regular job due to a disabling non-work- related illness and/or a disabling non-work-related injury.
 - (2) The application is accompanied by a signed "Employee Leave Certification Form." (Physician and employee signatures.)
 - (3) The employee has exhausted all other forms of paid leave, excluding vacation.
 - (4) The application is made on the prescribed form.
- G. The Committee shall review the completed Sick Bank Request Form and Employee Leave Certification Form and approve or disapprove request for use of the Bank.

Each request for Sick Leave Bank usage shall be considered on an individual basis. Each employee as a condition of applying for Sick Leave bank shall authorize the District to release to the Sick Leave Bank Committee his/her medical records related to the sick bank request and attendance records for review in connection with making the determination required herein. The Committee will keep such information in strict confidence.

The Sick Bank Committee may request additional information if needed to make a final determination.

- H. No employee shall be eligible to draw more than one hundred and twenty (120) days lifetime maximum.
- I. Employees shall be informed by the Committee of their ability to apply for disability retirement where applicable.
- J. The Sick Bank may grant partial days when an employee is capable of working part-time and the District accepts them back to work part-time (e.g., light duty).
- K. Disability which arises from pregnancy and childbirth shall be treated in the same manner as any other illnesses or injury. However, in no case shall the Sick Bank be used for family sickness or child care purposes.
- L. The decision of the Committee shall be final and not subject to grievance.

MEMORANDUM OF AGREEMENT
by and between the
Bainbridge-Guilford Central School District
and the
Managerial and Confidential Employees Unit

This Memorandum of Agreement (the "Agreement") is made by and between the Bainbridge-Guilford Central School District (the "District") and the Managerial and Confidential Employees Unit (the "Mgr/Conf Unit") (collectively, the "Parties"), and sets forth the following:

Recitals:

1. The District and the Mgr/Conf Unit are parties to an Instructional Support Agreement covering the period of July 1, 2021 through June 30, 2025.
2. The **SALARY** section of the Instructional Support Agreement provides annual compensation increases for bargaining unit members.
3. The District has agreed to modify the terms of the Instructional Support Agreement and provide for an increase in compensation to unit members.

Agreement(s):

The Parties hereby stipulate and agree to the following:

1. Effective July 1, 2023, unit members shall be given a raise/pay increase:
 - a) Unit members who were employed on or before the 2015-2016 school year shall be given a raise equivalent to the total amount of the annual minimum wage increases starting with the wage increase effective 12/31/2016 and continuing through the projected wage increase of \$.80/hour for 12/31/2023. The total minimum wage rate increase multiplied by 2080 hours shall be added to the employees 2015-16 salary and used as the employee's salary for the 2023-24 school year.
 - 12/31/2016 \$0.70/hour
 - 12/31/2017 \$0.70/hour
 - 12/31/2018 \$0.70/hour
 - 12/31/2019 \$0.70/hour
 - 12/31/2020 \$0.70/hour
 - 12/31/2021 \$0.70/hour
 - 12/31/2022 \$1.00/hour
 - 12/31/2023 \$.80/hour
 - **Total Raise \$6.00/hour**
 - b) Bargaining unit members who were hired after the 2015-2016 school year shall be given a raise, applying the amounts from clause a) above, as follows:

- i) Employees who were hired prior to the minimum wage increase in the year they were hired will receive the total amount of minimum wage increases for that year and each year thereafter through the projected 12/31/2023 increase. The total minimum wage rate increase multiplied by 2080 hours shall be added to the employee's current year salary and used as the employee's salary for the 2023-24 school year.
- ii) Employees who were hired AFTER the minimum wage increase in the year they were hired will receive the total amount of minimum wage increases for the following year and each year thereafter through the projected 12/31/2023 increase. The total minimum wage rate increase multiplied by 2080 hours shall be added to the employee's current year salary and used as the employee's salary for the 2023-24 school year.

2. This MOA shall represent the full and complete agreement between the parties and shall become effective on July 1, 2023.

3. The circumstances of this MOA are unique, and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.

4. Each provision of this Agreement shall be effective upon execution of this document.

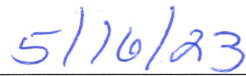
5. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.

6. This MOA requires Board of Education approval.

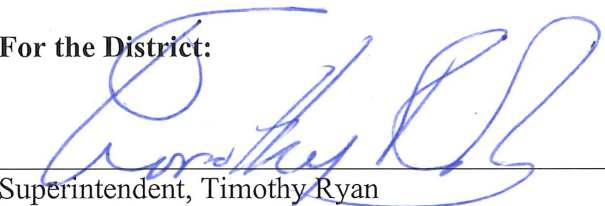
Signatures:

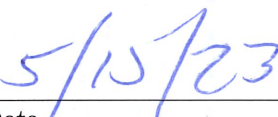
For the Managerial and Confidential Employees Unit:


Unit Representative, Stacey Golden


Date

For the District:


Superintendent, Timothy Ryan


Date