

AGREEMENT BETWEEN

BARKER CENTRAL SCHOOL
BOARD OF EDUCATION

AND

MICAELA LOVE
BARKER SCHOOL PRINCIPAL

JULY 1, 2023 – JUNE 30, 2025

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PREAMBLE

This document sets forth the terms and conditions of employment for Micaela Love, Barker School Principal in the Barker Central School District.

TERMS AND CONDITIONS

1. Work Year

The administrative work year shall be July 1 through June 30.

During the period of the official school year, the Barker School Principal is required to work during student/teacher recess periods unless approved as vacation days, sick days and/or personal leave days.

The Barker School Principal shall be entitled to all other legal holidays granted to other employees of the District. These shall include the following holidays:

Fourth of July	One Day for New Year's
Labor Day	One Day Before or After New Year's
Columbus Day	Martin Luther King, Jr. Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day following Thanksgiving	Memorial Day
One Day for Christmas	One Day Before or After Christmas
Juneteenth	

The Barker School Principal will also be entitled to the day off before Thanksgiving in exchange for attending the District held Open House and Parent/Teacher Conference nights.

There will be no work scheduled the Friday prior to Memorial Day each year in which no more than three (3) snow days have been used, and as long as the District does not drop below the required student days necessary to receive full state aid.

During the summer recess the usual and customary work days will be six and a half (6.5) hours daily. Summer hours will commence the first work day after graduation and will end at the Superintendent's discretion, but will be no earlier than two Fridays before staff return for the following school year. The Building Principal may elect to work 4 day work weeks of at least eight and a quarter (8.25) hours per day for a total of 33 hours per week during the summer recess only. Only the week of July 4th must a full week at reduced (6.5) hours be worked unless the principal uses a vacation or other appropriate leave day. At all times shall an administrator be present on each day of the week during the summer months. As such, vacations and 4 day work weeks must be planned with other administrators in the District throughout the summer and will be approved in

advance as they are submitted. 4 day work weeks may be denied if no other administrator is present on campus.

2. **Leaves of Absence**

Vacation Leave

The Barker School Principal shall be entitled to twenty five (25) days each year during the period from July 1 through June 30 as vacation days. One to ten days may be carried over and accrued up to a maximum of forty (40) days.

Accumulated vacation leave may be used during any subsequent year of employment. In the event the administrator has unused accumulated vacation days at the time their employment with the district terminates for any reason, they shall be paid at their per diem rate for each such unused accumulated vacation day.

The Principal shall be allowed compensation for not more than ten (10) days of unused vacation at the individual's per diem rate. The administrator must notify the Business Office by June 1 each year of their intent to exercise this option. Payment will be made in the last payroll of the fiscal year.

Sick Leave

The Barker School Principal shall be granted thirty (30) days of sick leave upon commencing employment. Each subsequent year of the contract on July 1 the principal shall be granted an additional fourteen days of sick leave per year. Unused sick leave shall be accumulated to a maximum of two hundred ninety five (295) days.

Family Sick Leave

A total of ten (10) days per year shall be allowed and deducted from the annual sick leave allowance for illness in the immediate family (spouse, parents, children or any permanent resident of the employee's household).

Bereavement Leave

The Barker School Principal shall be allowed bereavement leave each year, as follows:

- a. One (1) day of absence shall be allowed for the purpose of attending the funeral of any person regardless of relationship.
- b. Three (3) days bereavement leave shall be allowed in the event of the death of an administrator's brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, or spouse's grandparent.

- c. Five (5) days bereavement leave shall be allowed in the event of the death of an administrator's spouse, child, parent, spouse's parent, or any person who is a permanent member of the administrator's household.
- d. Bereavement leave may be extended due to special circumstances with prior approval of the Superintendent.
- e. Bereavement leave shall be deducted from accumulated sick leave.

Jury Duty

Leave without loss of pay shall be granted for jury duty. The Building Principal shall surrender to the District all jury duty funds paid to them, excluding the transportation expenses received.

3. Health Insurance

The District will make available to the Barker School Principal a managed care health plan (POS) or (PPO), and a dental plan that is equal to or better than the coverage provided to other professional employees of the district. However, the District's premium contribution on behalf of the Barker School Principal shall not exceed 85%.

Open enrollment periods shall be established by the District. The Barker School Principal shall remit any required premium contribution(s) through payroll deductions.

The District shall have no obligation to contribute toward the Barker School Principal's health insurance premiums with the district if she is covered by a health insurance plan provided by another employer. Accordingly, each year this contract is in effect, the Barker School Principal will file a written statement with the District's Business Office stating that she is not covered by a health insurance plan provided by another employer before the due date for the payment of the first monthly premium in the school year in order to be eligible for the above District contribution toward premium. Any other health insurance coverage, from any other source, shall constitute "double" coverage.

If the Barker School Principal elects to not take the district's health insurance coverage she shall receive an "in-lieu" of payment according to the following schedule:

Family	Two-Person
\$4,000.00	\$2,000.00

The Barker School Principal will receive this payment in equal installments through regular payroll beginning in the first possible payroll of each year. In the event the Principal begins employment with the district at a time other than July

1, the first year of the “in-lieu of” payments shall be prorated to the first date of employment.

The Barker School Principal may participate in the separate dental insurance if she has chosen the medical “in-lieu” of payment, however the district’s premium contribution on behalf of the Barker School Principal for the dental insurance shall not exceed 85%.

The District reserves the right to change carriers, plan administrators, plans and coverage benefits, which are comparable to the existing coverage.

4. **Membership in Professional Educational Organizations**

The Barker School Principal shall be encouraged to join local, state, and national professional educational organizations. The Board of Education will assume the cost of membership, not to exceed \$1,000 in any one fiscal school year, at the Superintendent’s recommendation. SAANYS or other union dues are excluded from this provision.

5. **Attendance at Professional Educational Conferences**

The Barker School Principal will attend such local, county, state, or national conferences as is deemed to be in the best interest of the school district and approved in advance by the Superintendent. Expenses for attendance to conferences will be provided and governed by the policies of the district.

6. **Sick Leave Conversion and Health Insurance at Retirement**

The Barker School Principal may convert “sick leave” by the following formula:

- a. 1-120 at $1/1000^{\text{th}}$ of final year’s salary for each day of accumulation.
- b. 121-135 at $1/800^{\text{th}}$ of final year’s salary for each day of accumulation.
- c. 136-185 at $1/700^{\text{th}}$ of final year’s salary for each day of accumulation.
- d. 186-295 at $1/600^{\text{th}}$ of final year’s salary for each day of accumulation

The District will make a non-elective contribution for the appropriate amount, as established by said formula, into the Barker Schools Principal’s existing or new 403 (b) account, subject to the annual contribution limits as outlined in the Internal Revenue Code, Section 415c.

The Barker School Principal who received a sick leave conversion payment into a 403(b) at retirement may voluntarily elect to purchase health insurance from the District in retirement at their own expense by paying the District one-tenth ($1/10^{\text{th}}$) of the payment the retiree received for the first one hundred twenty (120) sick days for each year retiree health insurance is desired. $1/10$ per year is the equivalent of 12 converted sick days for each year of insurance. Retiree health

insurance may be purchased from the District by the retiree for up to ten (10) years (i.e., until such time as the retiree pays the District for retiree health insurance an aggregate amount equaling the sick leave conversion payment into the 403(b) account for up to the first one hundred twenty (120) sick days). The retiree will be entitled to either single or two-person health insurance coverage at the district premium contribution rate at the time of retirement.

Illustration 1: If the retiree retired with a final annual salary of \$99,155 and 295 days of sick leave, their accrued sick days would be converted and paid into a 403(b) as follows:

Days 1-120 = \$11,898.60
Days 121-135 = \$1,859.16
Days 136-185 = \$5,666.00
Days 186-295 = \$18,178.42
Total = \$37,602.18

To purchase retiree health insurance from the District, the retiree must then pay the District \$1,189.86 per year for up to ten (10) years (for a total of \$11,898.60 - plus any increase amounts required below).

Illustration 2: If a retiree retired with a final annual salary of \$99,155, and had less than 120 days of accrued time (i.e. 100 sick days), their sick days would be converted and paid into a 403(b) as follows:

Days 1-100 = \$9,915.50

This individual would be eligible to purchase up to eight (8), years of retiree health insurance from the District, and must pay the District \$1,189.86 per year for up to 8 years (plus any increase amounts required below). Once all sick days (in increments of 12) are exhausted, the retiree must pay for the full cost of insurance for whichever plan is chosen.

To be eligible to purchase up to ten (10) years of coverage provided by the District at the time of retirement as calculated above, the Barker School Principal must have seven (7) years of service as an administrator in the Barker Central School District and must immediately retire into the New York State Teachers' Retirement System and be at least 55 years of age. The administrator who elects to retire with a minimum of five (5) fiscal school years, but less than seven (7) fiscal school years of experience, shall be permitted to retire with one-half of this sick leave conversion benefit. A fiscal school year ends on June 30. To receive this benefit, the administrator must declare their intent to retire at least one hundred twenty (120) days prior to the anticipated retirement date.

7. Retirement Incentive

If the Barker School Principal retires from the Barker Central School, she shall be paid a retirement incentive of \$20,000. To be eligible for the full retirement incentive, an administrator must have completed at least twenty (20) years in the

New York State Teachers' Retirement System with at least seven (7) years of service as an administrator in the Barker Central School District. To be eligible to receive the incentive, as of the effective date of retirement, the Barker School Principal must be in the first year of eligibility to receive retirement checks without reduction under the regulations of the New York State Teachers' Retirement System.

The District will make a non-elective contribution for this amount into the Barker School Principal's existing or new 403 (b) account, subject to the annual contribution limits as outlined in the Internal Revenue Code, Section 415.

8. **Flexible Spending Account**

The Barker School Principal shall be entitled to participate in the Flex Benefits Plan for reimbursement of medical expenses.

9. **Tax-Sheltered Annuity (TSA)**

For every three dollars (\$3.00) the employee contributes to a tax-sheltered annuity in any pay period, the Board will match one additional dollar (\$1.00) in contribution up to a maximum Board expense of \$1,500.00

10. **Tuition Reimbursement**

The Board agrees to pay the cost of tuition, not fees, for graduate or doctoral work approved by the Superintendent.

11. **Grievance Procedure**

Definitions

- a. "Grievance" shall be defined as an alleged violation, misinterpretation or inequitable application of the Agreement, Board policies, practices or customs, or laws, or rules and regulations having the force and effect of law.
- b. "Grievant" shall be defined as the party named as the Principal.
- c. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure. Any action, which the Superintendent is either required or authorized to take under the instant grievance procedures, may be delegated to a representative of his or her choice.

Procedure

Every grievance shall be filed within twenty (20) calendar days after the grievant knew or should have known of the facts upon which the grievance is based. Failure to comply with such time limitation shall constitute a waiver of any claim

arising out of the facts upon which the grievance is based, and bar any proceeding based thereon in any forum. The parties may, by mutual written agreement, extend time limits on a case-by-case basis.

Step 1: Supervisor

If the administrator is not able to settle a grievance after talking it over with the Superintendent directly with the objective of resolving the matter informally, and if the Superintendent has not met with the grievant within fifteen (15) calendar days of the grievant's request, the grievant may take the grievance to Step 2.

Step 2: Board of Education

- a. Within fifteen (15) calendar days after receiving the decision of the Superintendent, the Barker School Principal may decide, by written notice, to appeal the grievance to the Board of Education.
- b. Within fifteen (15) calendar days after the receipt of an appeal, the Board or subcommittee of the Board shall hold a hearing on the grievance. The hearing shall be in executive session unless the grievant requests that it be open.
- c. The Board or subcommittee of the Board shall give its decision, with reasoning, within fifteen (15) calendar days after the conclusion of the hearing.

Step 3: Binding Arbitration

- a. Within fifteen (15) calendar days after receiving the decision of the Board of Education, the Barker School Principal may decide, by written notice to the Superintendent, to take the grievance to arbitration pursuant to the Rules of Procedure of the American Arbitration Association. If a demand for arbitration is not received by the Superintendent within fifteen (15) calendar days after the Step Two decision is rendered, the grievance shall be deemed settled in accordance with the Step Two resolution and further appeal of the grievance shall be barred.
- b. Submission of a grievance to arbitration shall constitute the sole means for the Barker School Principal to resolve the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance to arbitration shall be considered to be a waiver of the right of the Barker School Principal to thereafter seek recourse by means of the grievance procedure.
- c. If there is a dispute over arbitrability that shall be the threshold question decided by the arbitrator.

- d. The arbitrator's recommendation shall set forth his or her findings of fact, reasons, and conclusions of law on only that issue submitted for determination.
- e. The arbitrator shall have neither power nor authority to alter, modify, add to, or subtract from the provisions of this Agreement.
- f. The arbitrator shall not usurp the functions of the Board of Education under the law.
- g. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the employer and the Barker School Principal. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor the expenses of witness or participants called by the other.
- h. The arbitrator's recommendation shall be binding.

12. **Salary**

The annual starting salary of the Barker School Principal shall be:

2023-24	\$106,000
2024-25	\$109,180

In the event that the Barker Central School District realigns to a two principal system, as was in place during the 2018-19 school year, the Barker School Principal will be allowed to choose which Principalship they desire at the following rates:

2023-24	\$96,364
2024-25	\$99,255

If the Principal is willing and able to begin work prior to July 1, 2023, all conditions set forth in this agreement shall become applicable upon the effective start date as approved by the Board of Education. The Principal shall be paid for such time at the daily rate calculated for the 2023-24 school year that commences on July 1, 2023. No additional increase in salary shall occur until July 1, 2024

13. **Other Benefits**

The Barker School Principal shall be granted, where applicable, all fringe benefits granted to other professional staff members if not already addressed in the agreement.

BARKER CENTRAL SCHOOL

BOARD OF EDUCATION

AND


MICAELA LOVE


WORKING AGREEMENT

This Agreement is made and entered into this 1 day of June, by
and between the Superintendent of Schools, upon authorization from the Board of
Education, and Micaela Love.

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

ATTEST:


Jacob L. Reimer
Superintendent of Schools


Micaela Love
Barker School Principal