

AGREEMENT BETWEEN

BARKER CENTRAL SCHOOL
BOARD OF EDUCATION

AND

MARK LEARO

DIRECTOR OF INSTRUCTIONAL SERVICES /
ASSISTANT PRINCIPAL

JULY 1, 2023 – JUNE 30, 2025

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PREAMBLE

This document sets forth the terms and conditions of employment for Mark Learo, Director of Instructional Services/Assistant Principal ("The Director") 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 Director is required to work during student/teacher recess periods unless approved as vacation days, sick days and/or personal leave days.

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

Independence Day	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	

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 Superintendents discretion, but will be no earlier than two Fridays before staff return for the following school year. The Director 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 during the week of July 4th must a full week at reduced (6.5) hours be worked unless the Director 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 Director shall be entitled to twenty-eight (28) days each year during the period from July 1 through June 30 as vacation days. One to ten days of unused vacation may be carried over. Accumulated vacation leave may be used during the 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 Director 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

At the commencement of employment, The Director shall be granted a full 30 days of sick leave. On July 1, 2024 the Director of Instructional Services shall be granted an additional fourteen (14) days of sick leave. Unused sick leave shall be accumulated to a maximum of 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 Director 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 domestic partner's immediate family.
- c. Five (5) days bereavement leave shall be allowed in the event of the death of an administrator's spouse, domestic partner, child, parent, spouse's/domestic partner'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 Director 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 Director 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 them shall not exceed 85%.

Open enrollment periods shall be established by the District. The Director shall remit any required premium contribution(s) through payroll deductions. Each employee shall have one opportunity during their participation in the district health insurance plan, as either an active or retired employee, to opt into or out of the PPO plan.

The District shall have no obligation to contribute toward the employee's health insurance premiums with the district if the employee is covered by a health insurance plan provided by another employer. Accordingly, each year this contract is in effect, the employee will file a written statement with the District's Business Office stating that they are 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 Director chooses to not take the district's health insurance coverage, they shall receive an "in-lieu" of payment according to the following schedule:

Family/Two Person	Single
\$4,000.00	\$2,000.00

The Director will receive this payment in equal installments through regular payroll beginning in the first possible payroll of each year.

The Director may participate in the separate dental insurance if they have chosen the medical "in-lieu" of payment, however the district's premium contribution on behalf of an eligible member 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 Director 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 fiscal school year, at the Superintendent's recommendation. SAANYS dues are excluded from this provision.

5. **Attendance at Professional Educational Conferences**

The Director may attend such local, county, state, or national conferences as is deemed to be in the best interest of the school district. 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 Director may convert "sick leave" by the following formula:

- a. 1-120 at 1/1000th of final year's salary for each day of accumulation.
- b. 121-135 at 1/800th of final year's salary for each day of accumulation.
- c. 136-185 at 1/700th of final year's salary for each day of accumulation.
- d. 186-295 at 1/600th 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 Director's existing or new 403 (b) account, subject to the annual contribution limits as outlined in the Internal Revenue Code, Section 415c.

The Director 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 (1/10th) of the payment the retiree received for the first one hundred twenty (120) sick days for each year retiree health insurance is desired (plus any amounts required below). 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).

Illustration 1: If the retiree retired with a final annual salary of \$99,155, 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 = \$7,082.50
Days 186-295 = \$18,178.42
Total = \$39,018.68

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 a calculated above, the Director of Instructional Services 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 her intent to retire at least one hundred twenty (120) days prior to the anticipated retirement date.

7. Retirement Incentive

If the Director retires from the Barker Central School, they shall be paid a retirement incentive of \$20,000. To be eligible for the full retirement incentive, the administrator must have completed at least twenty (20) years in the New York State Teachers' Retirement System with at least ten (10) 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 Director 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 in this amount into The Director'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 Director shall be entitled to participate in the Flex Benefits Plan for reimbursement of medical expenses.

9. **Tuition Reimbursement**

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

10. **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 an additional dollar (\$1.00) in contribution up to a maximum of \$1,500.

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 aggrieved, who shall consist of one or more members of the bargaining unit.
- 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 an administrator is not able to settle a grievance after talking it over with their immediate superior, they will discuss it with the Superintendent directly with the objective of resolving the matter informally.

If the administrator 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 grievant 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 Director 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 Director of Instructional Services to resolve the grievance if not resolved in Steps One or Two. 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 Director 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 Director. 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 Director will receive a salary of:

2023-24 - \$104,500 (prorated)

2024-25 - \$107,635

13. **Other Benefits**

The Director 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

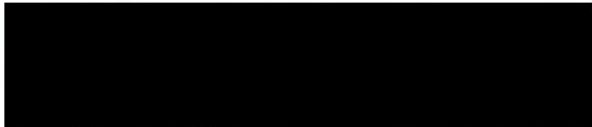
AND

WORKING AGREEMENT

Nothing in this agreement shall be construed as creating any rights or obligations of continued employment. The District reserves the right to take employment actions in accordance with applicable laws.

This Agreement is made and entered into this 11 day of December, by and between the Superintendent of Schools, upon authorization from the Board of Education, and Mark Learo.

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.



James L. Kohnert
Superintendent of Schools



Mark Learo
Director of Instructional Services/Assistant Principal