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GUILDERLAND CENTRAL SCHOOL DISTRICT



**HANDBOOK OF BENEFITS AND RELATED PROCEDURES
FOR BUILDING PRINCIPALS**

AND

ADMINISTRATOR FOR SPECIAL PROGRAMS

JULY 1, 2008 - JUNE 30, 2011

RECEIVED

DEC 18 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Adopted by the Board of Education: April 29, 2008

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INTRODUCTION

The purpose of this handbook is to summarize existing benefits accorded the non-negotiating administrative staff and to assist in the appropriate administration of such benefits.

The Board of Education and the administrative staff firmly believe that the primary function of both parties is to assure each student attending the Guilderland Central Schools the highest level of educational opportunities available. The Board of Education and administrative staff also recognize that the objectives of the educational program are best met when mutual understanding, cooperation, and effective communication exist. Therefore, the Board of Education looks upon the building principal as a key component of the district administrative team - a team whose function is to assist, support and implement policies and activities adopted by the Board of Education; a team whose task is to administer the school organization in a manner which is consistent with the desires of the local community; a team whose abilities and efforts enable the Board of Education to pursue educational excellence for the youth of this community.

This handbook of benefits is only one means by which the Board of Education expresses its appreciation for and its support of, the administrative staff.

PERSONNEL AFFECTED

Personnel for whom this handbook is written hold the position of Building Principal or Administrator for Special Programs. When the term "administrator" is used, it refers to the aforementioned group, except as noted.

PROFESSIONAL CONFERENCE/VISITATION ATTENDANCE

Section 1

Funds for professional conference/visitation attendance shall be appropriated annually by the Board of Education.

Section 2

Remuneration for conference/visitation expenses, or expenses of administrators for other approved travel, shall be made only after submission of appropriate documentation by the administrator to the superintendent or designee. Fees for tuition and/or registration, travel, room and board may be reimbursed by the District in accordance with District Policy upon submission of the appropriate vouchers or claim forms, including original receipts or documentation of the expenditure in order to receive reimbursement.

Section 3

Approval for conference/visitation attendance must be received from the superintendent prior to the commencement of travel. The request must be submitted on the appropriate conference request form.

MILEAGE EXPENSES

Mileage expenses incurred going to and from approved professional conferences, workshops and meetings and other approved mileage shall be compensated at the approved Board of Education mileage rate. Claims for reimbursement must be submitted by June 30 prior to the end of the fiscal year in which the expenses were incurred. (July 1-June 30)

POSITION SECURITY

Section 1

In accordance with Chapters 468 and 469 of the Education Laws of 1975, each administrator so eligible shall be appointed to a probationary term of three years. Upon successful completion of the probationary period, the administrator shall be appointed to tenure and accorded all benefits and privileges provided under the tenure statutes.

Section 2

Should a position be abolished through district reorganization or for any other purpose, the District shall give no less than one hundred twenty (120) days notice thereof to said administrator occupying such position.

CHANGE IN ASSIGNMENT

Section 1

Any administrator may request a transfer to another assignment by submitting a written request directly to the superintendent. The superintendent shall notify the administrator of his decision within twenty (20) calendar days from the receipt of such request.

Section 2

Should there be a consideration of change in the administrator's assignment or location, the superintendent shall engage in a discussion of the pending change with the administrator ninety (90) days prior to the commencement of the change. Thereafter, the administrator shall be notified in writing thirty (30) calendar days prior to the commencement of the change. If the administrator objects to the change, his/her objections must be presented to the superintendent, in writing, twenty (20) days prior to the commencement of the change in assignment. The superintendent after meeting and conferring with the administrator on the substance of the objections, shall notify said administrator of his decision no later than ten (10) days prior to the commencement of the change in assignment.

ADMINISTRATOR WORK YEAR

Section 1

The professional nature of administrative duties lies beyond the restriction of specified hours and dictates that individual discretion be exercised where time load is involved. When excessive hour load does occur, reasonable compensatory time will be individually and privately effected by the administrator and the superintendent. The administrator shall notify the superintendent prior to taking such time when such time involves one-half day or more.

Section 2

Each administrator shall work the full calendar year, excluding only days taken pursuant to holidays, conference, vacation or leave provisions of this handbook.

EVALUATION

Each administrator shall be evaluated annually by the superintendent utilizing the job description as the basis and with criteria appropriate to his/her position and shall be provided with a written copy of each evaluation.

LEAVES OF ABSENCE

Should the administrator be absent from his/her position for any reason, the superintendent shall be notified immediately and the prescribed form shall be submitted to the office of human resources.

Section 1 - Sick Leave

- a. Administrators shall be entitled to twenty (20) days of sick leave per year with full pay. Unused sick leave days shall be accumulated up to a maximum of three hundred and twenty (320).

- b. Personnel promoted from within the district to an administrative position shall carry their accumulated sick leave forward to the new position.
- c. Administrators will be notified not later than October 1 of each year of the number of accumulated sick leave days credited to their record as of the previous July 1.

Section 2 - Jury Duty

Time required for jury duty will be considered outside of the personal leave category and no salary will be deducted. Fees received for jury duty will be refunded to the school district.

Section 3 - Absence for Personal Reasons

When an administrator finds it necessary to be absent from duty for personal reasons, the administrator shall contact the superintendent and arrange for such time on an individual basis.

Section 4 - Professional Association Leave

The elected delegates or officials of state and national professional organizations shall be granted leave without loss of pay or sick leave to attend their respective annual delegate meetings. Such leave shall not, in total, exceed five (5) days per fiscal year for each administrator who is an elected delegate or official regardless of the number of organizations in which such administrator is a delegate or elected official. Such leave shall be in accordance with the paragraph titled "Professional Conference Visitation Attendance" and shall be substituted for the professional conference attendance.

Section 5 - Leave of Absence

- a. Upon approval by the superintendent, leaves of absence without pay may be granted to administrators for a period not to exceed one (1) year from date of commencement of such leave for professional improvement, travel, child care, or other approved reasons. Upon approval by the superintendent, leaves for professional improvement, travel, or other approved reasons may be extended for one (1) additional year.
- b. An administrator on an approved leave of absence must notify the superintendent or his designee no later than September 1 for return at the beginning of the second semester, or February 1 for return on July 1. The District reserves the right to require an administrator to return to service at the beginning of the semester nearest to the termination date of the leave of absence. The above dates also apply for the one (1) year extension, if applicable.
- c. An administrator on an approved leave may, if he/she so elects, at his/her sole cost and expense, participate in the District's group insurance programs during the leave period. An administrator granted a leave for professional improvement only shall be reimbursed for premium contributions made during the leave upon return to service.

Section 6 - Sabbatical Leave

The following general provisions apply to full year, half year and summer sabbatical leaves.

- a. Application must be made in writing at least eleven (11) months prior to the commencement of the proposed one-half and full year sabbaticals and by May 1 for a summer sabbatical to commence on or about July 1. Administrators will submit a general statement of purpose along with their letter of application to the superintendent.
- b. A committee comprised of the superintendent, a member of the Board of Education, and an administrator appointed by the group will interview each candidate. Each candidate will submit a plan

of study to the committee, through the superintendent, no later than ten (10) days prior to the interview. The committee will submit a recommendation to the Board of Education. The Board of Education will either approve or disapprove the recommendation(s) and the candidate(s) will be informed of the Board's decision no later than March 1 for a full or half year sabbatical or June 1 for a summer sabbatical.

- c. The Board of Education is not under any obligation to award any sabbatical leave. However, in no event shall more than one (1) sabbatical leave be granted during any fiscal year and no more than one administrator may be on a sabbatical leave during any given time period.

Half Year and Full Year Sabbatical

1. A full time administrator who is certified as an administrator shall be eligible for a full year or half year sabbatical leave after six (6) years of continuous satisfactory service from the time of initial employment in the district or from the previous sabbatical. Upon the award of a full or half year sabbatical, said administrator shall not be eligible again until an additional six (6) years of continuous satisfactory service has been completed. The sabbatical period shall not count toward the six (6) year accumulation.
2. Administrators approved for a full year sabbatical leave will be compensated at the rate of 60% of full pay which includes the raise, if any, associated with the sabbatical leave year. Administrators approved for half year sabbatical leave will be compensated at the rate of 95% of full pay.
3. Upon return to full time service, compensation for time on the full or half year sabbatical will be given as for regular service in the district. However, the administrator shall not be eligible for any salary increase given to his/her replacement in the form of a merit raise.

Summer Sabbatical

1. A full time administrator shall be eligible for a summer sabbatical leave after four (4) years of continuous satisfactory service as an administrator. Time computed for eligibility shall begin either at the beginning of employment as administrator or at the September 1 following the completion of a summer or full year sabbatical, whichever is applicable.
2. Administrators approved for a summer sabbatical will be compensated at his/her full per diem rate. The first ten (10) days shall be deducted from accrued vacation time. Such sabbatical shall not exceed thirty-five (35) working week days.
3. During the time in which the administrator is on a summer sabbatical, no substitute shall be provided to assume the administrator's duties. All such duties shall be reassigned to the remaining administrators by the superintendent.

Section 7 - Professional Growth Leave

- a. It is expected that each administrator be involved in training activities leading to continued professional growth. This leave is for the sole purpose of attending workshops, institutes, or national conferences related to his/her field of administration.
- b. Fees for tuition and/or registration, travel, room and board may be reimbursed by the District in accordance with District Policy upon submission of the appropriate vouchers or claim forms, including original receipts or documentation of the expenditure in order to receive reimbursement.
- c. Application for such leave shall be made to the superintendent at least ten (10) working days prior to the commencement of the leave. Approval or disapproval of the application shall be the responsibility of the superintendent.

- d. Professional growth leave as defined under this section shall be exclusive of professional conference/visitation attendance as defined in this handbook.

TUITION REIMBURSEMENT

Upon prior approval of the superintendent of schools, the district will reimburse administrators for tuition costs for graduate level programs (courses not to exceed nine (9) credit hours per year).

TAX SHELTERED ANNUITIES

Administrators may participate in the tax sheltered program. The cost of administering the program shall be borne by the district.

CREDIT UNION

At their option, administrators may specify an amount to be deducted from their pay for deposit to their account with the School Systems Federal Credit Union. All sums so deducted shall be deposited to the administrator's account in the credit union on a monthly basis.

PAYROLL DEPOSIT

At their option, members of the Principals' Unit may elect to have their biweekly paycheck deposited directly into the bank and account of their choice. The cost of administering the program shall be borne by the District.

Effective July 1, 2008, new members will be required to have their paycheck directly deposited into a financial institution of their choice.

HOLIDAYS AND VACATIONS

Section 1 - Holidays

Each administrator shall be entitled to the following holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, and one-half additional day as determined by the superintendent.

Section 2 - Vacations

Each administrator shall be granted paid vacation for each month worked during the fiscal year (July 1 - June 30) of administrative assignment for the Guilderland School District at the rate of one and five-sixth (1 5/6) days per month for years one through ten (1-10) of administrative service and two (2) days per month after ten (10) years of administrative service.

Administrators shall be credited with three (3) additional vacation days per year after fifteen (15) years of service in the district as an administrator.

When a day observed as a holiday falls within a vacation period, the holiday will be awarded and the holiday will not be counted against vacation credits.

All vacation time shall be requested in advance on the prescribed form as far in advance as possible. Choice of vacation time is subject to the approval of the superintendent.

Vacation time accumulated from the previous fiscal year shall be taken between the period of July 1 to June 30. No more than thirty (30) days shall be paid for upon the separation of the administrator from the district.

No more than thirty (30) days of vacation may be taken consecutively.

Upon separation from employment, unit members will be paid for accrued and unused vacation days at their then current rate of pay.

COMPENSATION

Section 1: Salary Improvements

The following salary improvements will be granted to each member of the Principals' Unit continuing in their current positions for a three (3) year period of time commencing on July 1, 2008 through June 30, 2011. All percentage salary improvement will be calculated on an individual basis.

2008-09	3.75% of 2007-08 base salary
2009-10	3.75% of 2008-09 base salary
2010-11	3.75% of 2009-10 base salary

Section 2: Tenure Differential

Each administrator, following the awarding of tenure, shall receive a tenure differential of three thousand dollars (\$3,000). The tenure differential shall be implemented at the beginning of the fiscal year on the date that tenure becomes effective (July 1). In the event that the effective date is during a fiscal year, the tenure differential shall be implemented prorated for the balance of the fiscal year. The tenure differential thereafter shall be considered as part of the principal's annual salary.

Section 3: Longevity Differential

Unit members shall be entitled to a longevity differential of \$2,500 after eight (8) years of administrative assignment with the Guilderland Central School District and an additional \$2,500 after thirteen (13) years of administrative assignment with the Guilderland Central School District. This differential will be paid annually but not added to the member's salary base.

INSURANCE

Section 1 - Income Protection Insurance

- a. The District shall reimburse a shared-cost income protection insurance plan for each member of the Unit. The District's share shall not exceed \$1,500.
- b. In lieu of the above income protection policy, the administrator may as an option, select a shared-cost whole life group insurance plan. The District's share shall not exceed \$1,500 per year.

Section 2 - Life Insurance

- a. The District shall purchase a level term life insurance policy of \$100,000 for each administrator.

Section 3 - Health Insurance

- a. The District will pay eighty per cent (80%) of the premium cost of individual coverage and eighty-three per cent (83%) for those administrators qualified to and who elect to participate in family or two-person plans. Each principal with no less than ten (10) years of District service shall upon death while in active service, have his/her health insurance plan extended to his/her spouse and eligible family members. Upon the death of a tenured Principal with less than ten (10) years of District service, the District will allow the opportunity for the eligible spouse and/or family members to continue in the District health insurance program at their own expense for a period not to exceed six years, inclusive of any statutory requirements that exist at the time.
- b. A labor-management committee consisting of representatives appointed by the Superintendent and the authorized representative of the unit shall meet to review and evaluate district health insurance plans and benefit levels. Modifications to district health insurance plans and benefit levels shall require mutual agreement of the labor-management committee and approval by the Board of Education prior to implementation. In the event mutual agreement is not reached by the committee, or in the absence of Board approval, the District and the unit each reserves the right to collectively negotiate the matter(s).
- c. Each administrator, upon retirement, will continue to be covered by the District's group health insurance program which at age 65 will be keyed to Medicare. The District will pay eighty percent (80%) of the premium cost for this program. This benefit will be extended to administrators who upon retirement have completed eight (8) or more of professional service in the school district and who were members of the plan during the last year of service. In addition, this benefit shall be extended to the surviving spouse should the administrator predecease his/her spouse.
- d. The District's obligation toward any health insurance policies shall terminate upon the administrator's termination of service for any reason except for that portion of the health insurance plan as noted in section 3a or 3b above.
- e. Each administrator will have the opportunity to participate in a Flexible Spending Plan (Section 125) for Un-reimbursed Medical and Dependent Care expenses.

ADMINISTRATIVE RETIREMENT INCENTIVE

Section 1

An administrator shall have the privilege of electing one of the options hereinafter set forth and to receive the payments provided for therein, provided that such election is made no later than February 1.

- a. Final Salary Option Payment of 25% of the current year's salary
- b. Sick Leave Option If the accumulated sick leave is less than 320 days, the administrator will receive payment of one (1) day of accumulated sick leave for each three (3) days accumulated as of June 30 of the final year at the rate of 1/240th per day based upon the current year's salary. However, if the accumulated sick leave is 320 days (the maximum) then payment under this option will be for 120 days, not payment of one (1) day for every three (3) accumulated.

Payment will be made in accordance with the provisions of the Memorandum of Agreement for Employer Non-Elective Contribution to the 403(b) plan, as noted in Appendix A.

Note: Adjustments will be made during the last year of service for individuals who experience illness, so that an individual at the end of the year will receive the benefit earmarked at the beginning of the year. For the purpose of this retirement benefit, an administrator on sick leave may be required by

the District to periodically provide medical certification of his/her inability to report to work. Such certification may, at the discretion of and cost to the District, include the submission of medical records by the physician or medical facility treating the administrator providing the administrator authorizes such and, examination by a physician appointed by the District or such other certification as may be appropriate.

EMPLOYER CONTRIBUTION 403 (b) PLAN

Payment will be made in accordance with the provisions of the memorandum of Agreement for Employer Non-Elective Contribution to the 403(b) Plan as noted in Appendix A.

MISCELLANEOUS

Section 1

The provisions of this handbook shall be effective July 1, 2008 and shall continue in force until such time the Board of Education chooses to alter the provisions either by request of the administrators or after discussion with the administrators.


Representatives of the Board of Education and the administrators shall meet annually to discuss salary, benefits and working conditions for the following year.

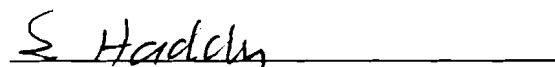
Section 2

The Board agrees to hold administrators harmless from any financial loss, including reasonable attorneys' fees arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act of omission to act by such administrator within or without the school buildings, provided such administrator at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the school district. This shall include financial loss resulting to an administrator from taking students on trips authorized by the school district, provided the administrator was acting in the discharge of his/her duties within the scope of his/her employment, and shall require the Board to reimburse an administrator for any additional premiums on his/her personal insurance up to a maximum of three (3) years resulting from an accident which occurs on such trip.

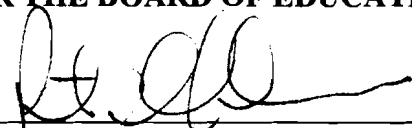
**THIS HANDBOOK ADOPTED BY RESOLUTION OF THE BOARD OF EDUCATION ON
APRIL 29, 2008 TO BE IN EFFECT AS OF JULY 1, 2008.**

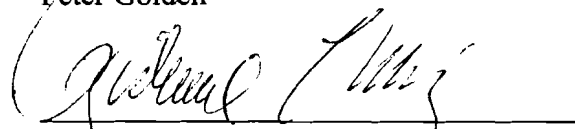
FOR THE ASSOCIATION


Deborah Drumm


Stephen Hadden

FOR THE BOARD OF EDUCATION


Peter Golden


Richard L. Weisz

Dated: 7/29/08

APPENDIX A - Employer Contribution 403 (b) Plan

MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is entered into as of the 13th day of May, 2003, by and between the Guilderland Central School District ("Employer") and the Guilderland Central Building Principals Association (the "Association") does hereby amend the terms of the existing Handbook of Benefits that governs the employment relationship between Employer and the Association, as follows:

Effective June 1, 2003, the Employer and Association agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's

¹**Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

Non-Elective Contribution; and

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.
 4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
 7. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

8. Employer Non-Elective Contribution Equal to Termination Pay The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with Holidays and Vacations, Section 2 of the Handbook of Benefits. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
9. Employer Non-Elective Contribution Equal to Termination Pay The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with The Administrative Retirement Benefit, Section 1 of the Handbook of Benefits. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

For Employer

By: Robert Paquette

Dated: May 14, 2003

For the Association

By: John Whipple

Dated: 5-9-03