

CONTRACTUAL AGREEMENT

BETWEEN

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MARCELLUS CENTRAL SCHOOL DISTRICT

MARCELLUS, NEW YORK

COUNTY OF ONONDAGA

AND THE

MARCELLUS ADMINISTRATORS ASSOCIATION

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JULY 1, 2015 - JUNE 30, 2018



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**ARTICLE I  
PROCEDURAL AGREEMENT**

A. RECOGNITION

During the period of this Agreement, the Marcellus Central School District Board of Education recognizes the Marcellus Administrators' Association as the exclusive negotiating agent for all certified Administrative personnel, full time and part time (except Superintendent of Schools, Assistant Superintendent, School Business Official).

B. AREAS FOR DISCUSSION AND AGREEMENT

This constitutes an agreement between the Superintendent of Schools of the Marcellus Central School District, as ratified by the Board of Education, and the Marcellus Administrators' Association to reach mutual understanding regarding matters related to terms and conditions of employment.

C. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams: The Board and/or its designated representative(s) will meet with representatives designated by the Marcellus Administrators' Association for the purpose of discussion and reaching mutually satisfactory agreements.
2. Negotiation Meetings: The Board of Education and/or designated representative(s) shall meet at mutually agreed upon places and times with representatives of the Marcellus Administrators' Association for the purpose of effecting a free exchange of facts, opinion, proposals, and counter—proposals in an effort to reach mutual understanding and agreement. All meetings will be executive sessions. Following the initial meetings as described in this Section, [Article I (C)(2)], such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
3. Exchange of Information:
  - a. Both parties and/or the Superintendent shall furnish each other, upon reasonable written request, all available information pertinent to the issue(s) under consideration.
  - b. Answers to proposals shall be submitted to the other party within a mutually determined time.
4. Consultants: The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the parties requesting them.

5. Release of Information: The parties agree that, during the period of negotiations and prior to reaching an agreement that any item to be released to the public concerning these negotiations will be first submitted to the opposite party of discussion between the chief negotiators. This should not be interpreted as a method of blocking the release of this information.
  
6. Reaching Agreement: When consensus is reached covering all areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Marcellus Administrators' Association and the Board of Education for approval. Following approval by a majority of the membership of the Marcellus Administrators' Association and by a majority of the Board of Education, it shall be signed by the Superintendent and the President of the Marcellus Administrators' Association and shall become a part of the official minutes of the Marcellus Central School Board of Education. When appropriate, provisions in the agreement shall be reflected in the individual certificated employee's salary notice. The agreement shall not discriminate against any member of the MAA, regardless of membership or nonmembership in any local professional organization.

## **ARTICLE II LEAVES**

### A. LEAVE DAYS

1. A member of the MAA shall be advanced 2.0 days of leave for each month remaining in that school year. First year certified personnel are not eligible for current year's leave allowance until they report for duty and are physically capable of performing their duties.
  
2. Leave shall be earned:  
  
12 month employees — 24 days
  
3. Leave days may be used for personal or family illness, personal business, funeral leave. However, no more than 5 days each in any school year may be used for personal business.
  
4. The District reserves the right to require verification of any leave exceeding five (5) consecutive days.

B. ACCUMULATION

Individual leave days may accumulate at the rate of 20 days per year to a maximum of 260 days. Accumulated days may only be used for personal or family illness. Accumulated leave will not be paid or have cash value upon termination of employment except as provided in Article VIII of this Agreement.

C. NOTIFICATION

At the beginning of each school year, each staff member may request, in writing, the total number of individual leave days which have accumulated to date.

D. PREGNANCY-RELATED DISABILITIES

Pregnancy-related disabilities shall be treated in a manner consistent with the District's treatment of any other disability. Sick leave shall be available for pregnancy-related disability on the same terms and conditions as it is available for other disabilities. (See Appendix A)

E. SICK LEAVE BANK

1. The District will donate 30 days per year to a sick bank. Unused sick leave bank days are non-cumulative.
2. These days are to be used after an Administrator's accumulated sick leave has run out and will cease when the person dies, recovers, or Disability Insurance Coverage takes over.
3. The maximum number of days from the bank that any individual may use in any school year is 30.
4. Application for sick leave bank shall be made to the Superintendent and the Marcellus Administrators' Association President (Appendix B). A joint decision regarding the application will be made. If agreement cannot be reached, final authority rests with the superintendent.

F. LEAVES OF ABSENCE

An Administrator who desires a leave of absence without pay for any reason for an extended period of time, should submit a request in writing to the Superintendent. Board approval is required.

1. Care of Sick Member of Immediate Family: Written request must be submitted to the Superintendent of Schools and Board of Education approval is required. Leave without pay may be granted for a maximum of two (2) semesters to staff member for the care of a sick member of the immediate family.

2. Work/Academic: Written request for work experience or academic leave must be submitted to the Superintendent and if approved by the Board of Education such leave will be granted without pay. No salary increase will be granted for the year unless the experience is in the field of Administration or academic study.

G. PHYSICAL EXAMINATIONS

1. At the commencement or termination of an extended leave (or at other times determined by the Board of Education) the Superintendent may request at District expense a physical examination, from an employee's own physician to determine the physical and/or mental ability of said employee to perform his work in a satisfactory manner. Under Section 913 of the Education Law, the Board may require any employee to submit to an examination to determine physical or mental capacity of an employee to perform his/her duties.
2. If the Superintendent is not satisfied with the examination he may request at District expense that it be performed by the District's physician.
3. If there is a difference of opinion between the employee's and the school's physician, the Superintendent will request at District expense the employee's and school's physicians to select a third physician whose opinion would be binding on the parties concerning the health status or prognosis affecting the employee.
4. MAA members are entitled to a maximum of one hundred fifty dollars (\$150) per year applied to the cost of a physical examination.
5. Claims must first be submitted to the regular health insurance carrier and reimbursement will be made to the MAA member up to \$150 per annual physical when not paid by the carrier.
6. Reimbursement will be made upon submitting receipts and health claim forms to the business office and signing the claim sheet.

H. JURY DUTY AND COURT APPEARANCE LEAVE

1. Any Administrative member called to jury duty or subpoenaed to appear in court, shall notify the Superintendent of Schools as soon as notice is received.
2. If necessary, employees may request the court to defer jury duty or appearance before the court to a more appropriate time. The Superintendent of Schools will confirm and support such requests when necessary.
3. Employees attending jury duty, or having been subpoenaed to appear in court, will receive full pay from the Marcellus Central School District and shall keep the normal per diem stipend paid to the employee by the court, State Law permitting.



I. DURING THE LEAVE OF ABSENCE

1. The Administrator will retain all unused accumulated leave days.
2. The Administrator may remain a member of the group health insurance policy provided that he/she pays the full costs of the insurance involved, except that during the period of any FMLA—qualifying leave, health coverage will be available on the same basis as during the Administrator’s active employment.
3. Unless specified and agreed to in writing by the Board of Education in advance, an unpaid leave of absence will not entitle the Administrator to the acquisition of a salary increase during the absence nor shall it be counted as service rendered for seniority or step placement purposes if the Administrator works in the District less than five (5) months during the year in which the leave is implemented.

**ARTICLE III  
PROFESSIONAL DEVELOPMENT**

A. TUITION REIMBURSEMENTS

Tuition Reimbursements up to six credits per year during the term of this contract will be granted to each MAA member.

B. REIMBURSEMENT PROCEDURES

Reimbursement will be made upon

1. Submitting substantiating proof of successfully completing the course to the District Office.
2. Submitting receipts to the Business Office for approved tuition.
3. Signing a claim form which may be obtained in the Business Office.

C. EDUCATIONAL CONFERENCES

For each school year of this Agreement, the Board of Education shall allocate an amount of three thousand dollars (\$3,000) to establish an educational conference fund utilized by MAA members. At the beginning of the school year, each MAA member who desires to attend an educational conference shall submit to the Superintendent the conference that he/she wishes to attend along with estimates of the cost. Superintendent approval will be required.

D. PROFESSIONAL MEMBERSHIP

The District will reimburse MAA members for one professional membership fee per year provided that the Administrator first obtains approval of the chosen organization from the Superintendent of Schools.

E. HOME OFFICE REQUIREMENTS

The Marcellus Board of Education expects administrators in the normal conduct of their administrative duties to utilize home facilities to prepare reports, evaluate educational programs and instructional staff, and perform the regular duties of their profession.

**ARTICLE IV  
CONTINUED EMPLOYMENT NOTICE OF INTENT**

A. NOTICE OF INTENT

1. Continuation of Employment:

- a. During the last year of an Administrator's probation, the Superintendent will notify the probationary Administrator by March 1 whether or not he will recommend tenure. If the Board decides to question the Superintendent's positive recommendation, the Board will notify the Administrator by April 1. These deadlines may be altered in special cases of Administrators on leave of absence, whereby the deadline is extended an equivalent number of days to that of the leave grant in the current evaluation year, by the mutual agreement of the Superintendent and the Association.
- b. The District will notify in writing the Association President and any MAA member whose work it does not deem adequate for continued employment of its decision by March 1 of each school year.

2. Dismissal

The decision for the further employment of an Administrator by the District will be based on his annual evaluation reports and/or other criteria as permitted by law.

**ARTICLE V  
PERSONNEL FILE**

A. REVIEW

1. Unit Member shall have the right, upon request, at any reasonable time to review the contents of his/her personnel file and to make copies of any documents in his/her file at his/her expense. All reviews shall be conducted in the presence of a District representative.
2. A Unit Member may respond in writing to any material in his/her file. Said response shall be attached to the corresponding document.

B. PLACEMENT AND RESPONSE

The Administrator will be copied on any and all new material placed in his/her personnel file. The Administrator may submit a written notation within thirty (30) school days of the date on which the Administrator is notified that such material is to be placed in the file. These notations shall be attached to the file copy of the material in question.

C. AWARENESS

If the Administrator is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material and shall not be interpreted to mean agreement with the content of the material.

D. NOTIFICATION

Any serious complaint made against an Administrator by any person will promptly be called to the attention of the Administrator. If said complaint is to be placed in the Administrator's personnel file, the statute of limitations for this action will be thirty (30) school days after the Superintendent received notification of the complaint.

E. ANONYMOUS MATERIALS

No anonymous materials will be placed in a Unit Member's personnel file.

**ARTICLE VI  
INSURANCE**

A. MEDICAL - SURGICAL, MAJOR MEDICAL, DISABILITY AND LIFE

1. Medical-Surgical, Major Medical:

a. The Insurance Plan: will contain the benefits currently provided by the Region-wide Blue Cross/Blue Shield II including the Regulations promulgated by the parties to the Plan except that the co-pay on the prescription drug rider shall be as follows:

- i. Effective through August 31, 2013, five dollars (\$5.00) for generic drugs and twenty dollars (\$20.00) for brand-name drugs.
- ii. Effective September 1, 2013, the District shall provide a three-tier prescription drug plan for the purchase of prescription drugs:

Retail: 30 Day Supply

Tier I (Generic)	Five dollars (\$5)
Tier II (Preferred)	Twenty dollars (\$20)
Tier III (Non-preferred)	Forty dollars (\$40)

Mail Order: 90 Day Supply

Tier I (Generic)	Ten dollars (\$10)
Tier II (Preferred)	Forty dollars (\$40)
Tier III (Non-preferred)	Eighty dollars (\$80)

b. Contributions: The Board of Education agrees to pay the following premium costs:

- i. Effective through August 31, 2013, ninety-five percent (95%) of employee coverage and eighty-five percent (85%) of dependent coverage for the base medical-surgical; one hundred percent (100%) of the major medical plan.
- ii. Effective September 1, 2013, ninety-five percent (95%) of the total premium cost for an individual plan and eighty-eight percent (88%) of the total premium cost for a family plan.
- iii. Effective September 1, 2014, ninety-five percent (95%) of the total premium cost for an individual plan and eighty-five percent (85%) of the total premium cost for a family plan.

- c. Stop-Loss: A stop-loss clause will be included in the major medical insurance. The District will provide one hundred (100%) percent stop-loss benefit after two thousand five hundred (\$2,500.) dollars medical costs from claims that are covered by and have been partially paid by the insurance provider or after a covered employee has incurred five hundred dollars (\$500.00) or more of out-of-pocket cost from claims that are covered by, and have been partially paid by, the insurance provider. These out-of-pocket stop losses shall not be available for medical expenses from medical conditions or procedures no part of which are covered by the District's medical/surgical/major medical coverage.

2. Life Insurance:

- a. The Life Insurance benefits will be the same as the plans in effect for the school year 1995-1996.
- b. The Life Insurance benefit will be two (2) times the administrator's fiscal year salary.
- c. The Board of Education agrees to pay 100% of the life insurance premium cost.

B. DENTAL INSURANCE

The Marcellus Central School District will provide one hundred fifty (\$150.00) dollars per participating bargaining unit member per school year.

C. RETIREEES

- 1. Retirees of the Marcellus Central School District shall be permitted to participate in the Group Based Medical-Surgical, Major Medical, and Dental Plans. Retirees who retired before July 1, 2003, will be responsible for one hundred (100%) percent of the premiums involved, paid quarterly in advance.
- 2. MAA members retiring from the District under a NYSTRS service retirement on or after July 1, 2003, and who have a minimum of 10 years of service in the District, shall be eligible for healthcare benefits upon retirement, under the plan covering active MAA members, as it may change from time to time, provided they have been participating in the coverage as an active employee at the time of their retirement. On behalf of such retirees and effective commencing July 1, 2003, the District will contribute 95% of the single premium if the retiree elects single coverage or an amount equal to 95% of the single premium toward family coverage if the retiree elects family coverage. The retiree is responsible for the balance of any premium, to be paid quarterly in advance.

D. OPEN ENROLLMENT

1. There will be a period of open enrollment for thirty (30) days following execution of this Agreement for dental and health insurance.
2. Thereafter September 15 - October 15 will be an open enrollment period for dental and health insurance.

E. SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY INSURANCE COVERAGE

The District affirms that the administrators are covered under the school district's indemnity plan as long as they are acting within the scope of their employment responsibilities while conducting or performing duties related to the operation of the school district. The District reserves the right to change indemnity plan carrier provided that any such change shall provide coverage for the administrators acting within the scope of their employment.

F. CHANGES TO COVERAGE

The District shall have the right to change health insurance plans and/or companies provided that any such change shall provide equivalent levels of benefits as defined in the existing plan. At least two (2) months prior to a change the Association shall be notified and may provide input on the proposed changes. The final decision shall be at the District's discretion based on the above criteria and any cost savings will be utilized as the District determines appropriate.

G. ACTIVE EMPLOYEE OPT-OUT FROM MEDICAL-SURGICAL & MAJOR MEDICAL ("HEALTH INSURANCE") COVERAGE

1. If an employee makes a written election to opt out of participation in the District-sponsored health insurance coverage, the District will provide additional taxable compensation, referred to as an "opt-out" payment, under the terms of the Flexible Spending Plan, as provided in Article VI(H).
  - a. The annual amount of the opt-out payment will equal 25% of the premium cost for single or family coverage, depending upon the employee's eligibility for single or family coverage.
  - b. Before being allowed to opt out of the District-sponsored health insurance coverage, the employee must provide proof of health insurance coverage through an alternative source.

2. Subject to limitations that apply to the Flexible Spending Plan under Internal Revenue Code rules, the opt-out payment arrangement will terminate:
  - a. at the option of the District if the District leaves the BOCES health insurance consortium for any reason; or
  - b. at the option of the MFA or the District if the Internal Revenue Code rules applicable to the Flexible Spending Plan change and would result in a constructive receipt of income to employees who elected the health insurance coverage rather than the taxable opt-out payment.

#### H. FLEXIBLE SPENDING PLAN

1. The District will establish a “cafeteria” plan, within the meaning of Section 125 of the Internal Revenue Code (“Code”) (the “Flexible Spending Plan”), which will allow an employee to elect among the following options before the beginning of each plan year, in a manner consistent with the requirements of Code Section 125 and other Code rules applicable to the different options, including but not limited to those specified below:
  - a. an employee may choose between receiving health insurance coverage or having the opt-out payment, as provided in Article VI(G), paid over the course of the year as additional taxable compensation;
  - b. an employee who elects health insurance coverage may elect to pay the employee share of the premium cost through pre-tax reductions in compensation or with after-tax payroll deductions; and
  - c. an employee may elect pre-tax reductions in compensation (including the additional compensation amount payable if the opt-out payment was selected) under one or both of the following flexible spending account (“FSA”) arrangements:
    - i. a dependent care FSA for the reimbursement of eligible dependent care expenses up to the maximum amount permissible under Code Section 129 and otherwise in accordance with the rules of Code Section 129; and
    - ii. a health FSA for the reimbursement of eligible medical expenses up to a maximum as specified in the Flexible Spending Plan (which amount will be reviewed annually by the Superintendent and MFA President with no pre-disposition to increase the amount), prorated for an employee who first becomes eligible for the Flexible Spending Plan after the plan year begins, in accordance with the rules of Code Sections 105 and 125. In part this means that the term “eligible medical expenses,” although it includes most medical expenses that are deductible on an

employee's tax return when paid on an after-tax basis, does not include the premium cost for other health insurance, such as coverage under the plan of a spouse's employer, or premiums for long term care insurance.

2. An election made before the beginning of one plan year may be changed for the next plan year during the annual open enrollment period. However, a prior election may be changed during a plan year only to the extent permitted under the rules of Code Section 125 that are incorporated in the Flexible Spending Plan. An election involving the opt-out payment may first be made or revoked during the plan year in accordance with the same rules that apply to other election changes during a plan year, with a proportionate reduction in the amount of the opt-out payment. However, an election to receive the opt-out payment may be made only during the annual open enrollment period before the beginning of the plan year, and may be revoked during the plan year (with a proportionate reduction in the amount of the payment), only if the employee is being permitted to elect health insurance coverage during the plan year on the basis of the requirements of HIPAA.

## **ARTICLE VII ADMINISTRATIVE EVALUATION**

- A. Each Administrator will be evaluated annually by the Superintendent of Schools or the Assistant Superintendent of Schools.
- B. The process for evaluation shall be reviewed with each Administrator at the beginning of the school year.

## **ARTICLE VIII EARLY RETIREMENT INCENTIVE PROGRAM**

### A. ELIGIBILITY AND BENEFIT

If an Administrator has 10 years of continuous employment with the District, retires from the District in their first year of eligibility for a service retirement under the New York State Teachers Retirement System ("NYSTRS"), and provides to the District proof that he or she has filed and been granted a NYSTRS service retirement, the District will pay to the Administrator \$50.00/day for each earned and accrued but unused accumulated day, not to exceed 200 days. Any payment to an employee pursuant to this provision will be deposited into a 403(b) account, selected by the employee from a list of available accounts.

### B. NOTIFICATION OF RETIREMENT

Notification of Intent to retire under this article must be submitted by January 1 of the year the individual intends to retire.



**ARTICLE IX  
GRIEVANCE PROCEDURE**

A. PROVISIONS

1. A Grievant shall be an Administrator having a Grievance under this Agreement.
2. The Association shall have the right to join an Administrator in the initiation of a Grievance arising out of a District's alleged breach of this Agreement.
3. There shall be two phases of the Grievance Procedure designated below as Informal Phase and Formal Phase.
4. For purposes of this Article, the expression of time in days shall mean Administrator working days.
5. In the event a grievance is filed, the parties shall use their best efforts to complete processing in a timely manner, and prior to the end of the School Term.
6. If the Administrative Staff or any designated representative of the Board fails, at any level, to hold a conference or give an answer within the time limit specified, the grievant, at his/her election, may advance to the next level of the procedure.
7. Nothing in the Procedure shall prevent the grievant on his own volition from withdrawing a grievance at any level of the Procedure.
8. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits and communications exclusive of the Informal Phase of the Procedure, which Record shall be available at the Association's request.

B. PROCEDURAL STEPS

1. Informal Phase: Within 10 days of the alleged grievance, the grievant shall discuss his grievance with his immediate supervisor, specifying that the discussion constitutes a grievance under this Article. If the grievant desires, an Association representative may be present.
2. Formal Phase: Any grievance which is taken to the Formal Phase hereunder must be in writing signed by the grievant, shall state the date and nature of the incident giving rise to the grievance and the reason why such incident constitutes a breach of the Agreement, together with the desired remedy. Where more than one grievance arises from any one incident each grievant shall sign one grievance only so that all may be processed together.

- a. Level 1-Superintendent's Phase: If the grievance is not settled at the Informal Phase, the grievant may, within 10 days after completion of the Informal Phase, file a formal written grievance with the Superintendent. Thereafter:
  - i. The Superintendent or his representative shall discuss the matter with the grievant within 10 days of receipt of the written grievance;
  - ii. The Superintendent or his representative shall give a written response to the grievant with a copy to the Association within 5 days after the close of the discussion.
  
- b. Level 2-Board of Education Phase: If the grievance is not settled at Level 1, the grievant may further appeal by:
  - i. Giving written notice thereof to the Board President within 10 days after receipt of the written response at Level 1;
  - ii. Within 10 days of the receipt of said notice a Board Representative with the Superintendent, shall discuss the same with the grievant, and with the Association's representative if the grievant so requests;
  - iii. The Board Representative shall give his written response to the grievance within 15 days after the close of discussion.
  
- c. Level 3 - Arbitration Phase: Any appeal of the Phase 2 decision must be submitted by the Association to the American Arbitration Association in accordance with Its Voluntary Labor Arbitration Rules within ten (10) days of the receipt of the Phase 2 decision.

C. PROVISIONS FOR ARBITRATOR

- 1. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.
- 2. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provision of this Agreement.
- 3. The decision of the Arbitrator shall be final and binding on both parties.
- 4. Fees and expenses of the Arbitrator shall be borne equally by the parties.

**ARTICLE X  
MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the District and the Board reserve and retain full right, authority and discretion in the discharge of their respective duties and responsibilities, to operate, control, supervise and manage the District Schools and its professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board and the Administration under governing law, ordinances, rules and regulations as set forth by the Constitution and Laws of the State of New York and the Rules and Regulations of the Commissioner of Education.

**ARTICLE XI  
VACATIONS**

- A. Bargaining unit members will earn two (2) vacation days per month, taken with the prior approval of the Superintendent and subject to the restrictions on carry-over set forth below. Upon completion of five (5) years of continuous service with the District as an Administrator, bargaining unit members will earn one additional vacation day, to be taken with prior approval of the Superintendent and subject to the restrictions on carry-over set forth below.
1. Bargaining unit members may carry-forward unused vacation days into the next school year, except that the cumulative total of days carried forward to the beginning of the next school year may not exceed thirty (30) at any time. Further, at no time shall the cumulative total of days carried forward and days earned in the current school year, when combined, exceed thirty (30). If, at the end of any month, the bargaining unit member has thirty (30) unused vacation days, no new days will be earned in that month and any days not earned shall be forfeited.
  2. Termination of Employment: At termination of employment, a bargaining unit member can select the option of either using accrued vacation time preceding the termination date (upon prior approval of the Superintendent) or being paid for unused vacation days at the bargaining unit member's daily rate of pay.
- B. Administrators will not be required to report to work on holidays, school closing days, and/or emergency closing days a maximum of three (3) emergency closing days. If there are more than three (3) emergency closing days in a school year, administrators will report to work at the discretion of the Superintendent or be required to take a vacation or personal day.

**ARTICLE XII  
COMPENSATION**

A. SALARY MANAGEMENT CONCEPT:

The Board of Education believes that the Administrators of the School District should be compensated at a salary which is commensurate with their management function in the District. This would consider the responsibility for management of a total school building, additional time requests of the job, and direct obligations to the Superintendent and the Board of Education.

B. SALARY:

1. Base Salary

- a. Effective July 1, 2015, the District will increase the base salaries of eligible bargaining unit members by an equal fixed dollar amount that will be computed by calculating two and three-quarter percent (2.75%) of the aggregate base salaries of eligible Administrators on the District's payroll on the June 30, 2015 preceding the effective date of the salary adjustment and dividing that number by the number of eligible Administrators.
- b. Effective July 1, 2016, the District will increase the base salaries of eligible bargaining unit members by an equal fixed dollar amount that will be computed by calculating two and three-quarter percent (2.75%) of the aggregate base salaries of eligible Administrators on the District's payroll on the June 30, 2016 preceding the effective date of the salary adjustment and dividing that number by the number of eligible Administrators.
- c. Effective July 1, 2017, the District will increase the base salaries of eligible bargaining unit members by an equal fixed dollar amount that will be computed by calculating two and three-quarter percent (2.75%) of the aggregate base salaries of eligible Administrators on the District's payroll on the June 30, 2017 preceding the effective date of the salary adjustment and dividing that number by the number of eligible Administrators.

2. TSA

The District will contribute an amount not to exceed 4% of a bargaining unit member's then—current base salary to match that member's contribution to a Section 403(b) plan. Notwithstanding anything to the contrary, this contribution is considered a raise in pay and from which FICA will be withheld.

3. MAA members whose service with the District ceases prior to full vesting in the employer amount will receive only the amount accumulated through the year in which service ceases. Unearned amounts which would have been paid in future years would be forfeited, however employee amounts are always fully vested.

4. Longevity Increments

- a. Effective through June 30, 2013, longevity increments of \$500 will be added to each Administrator's salary, after increases are calculated annually; said increments to be granted at the beginning of the 5<sup>th</sup>, 10<sup>th</sup>, and 15<sup>th</sup> year of service as a District Administrator and continue as part of an Administrator's annual salary.
- b. Article XII(B)(4) shall specifically sunset on June 30, 2013, and District Administrators will no longer be eligible to receive longevity increments.

C. REDUCTION IN SALARY

No Administrator will have his current contract salary reduced unless general economic conditions would require the Board to reduce all salaries within the School District in approximate proportional amounts.

D. NEW ADMINISTRATOR SALARIES

1. Administrators new to the District and/or position will have their salaries set at the discretion of the Board of Education.
2. The Board reserves the right to adjust upward any Administrator's salary at any time.

**ARTICLE XIII  
TERMS OF THE AGREEMENT**

A. TERM

This Agreement shall be in effect from July 1, 2012 through June 30, 2015 or until replaced by a successor contract, except that after June 30, 2015, no raises or increments will be paid until a new agreement is negotiated.

B. NEGOTIATIONS

Negotiations concerning any proposed items shall proceed in accordance with the provisions set forth in the Procedural Agreement for negotiations.

C. AMENDMENTS

Amendments resulting from such negotiations shall take effect the following July 1st or at such other time as may be mutually agreeable to both parties.

D. LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated: 5/19, 2015

Marcellus Central School District

By: 

Dr. Craig J. Tice  
Superintendent of Schools

Dated: 6/1/, 2015

Marcellus Administrators' Association

By: 

Negotiator

**APPENDIX A  
CHILDBIRTH/CHILDREARING;  
MATERNITY SICK LEAVE INFORMATION FORM**

Directions: Please check all boxes which apply and fill in all blank spaces — then send a copy to the Superintendent of Schools.

- I am planning to take maternity sick leave effective \_\_\_\_\_(date).
- I wish to receive sick leave pay beginning with the first (1st) date of absence until my accumulated leave is exhausted or until my return to work.
- I wish to reserve my accumulated leave for use when I return to work and therefore do NOT expect to be paid during the period of this leave.
- I expect my absence will be more than thirty (30) consecutive school days and thus a long—term contract substitute should be employed.
- I expect my absence will be less than thirty (30) consecutive school days and thus a short—term substitute should be employed.
- I expect my absence will be very brief involving a day—to—day decision and thus a per diem (day—to—day) substitute should be employed.
- I expect (provided clearance from my doctor) to return to work after the birth of my child about \_\_\_\_\_(date).
- I expect to return to work after the birth of my child and I shall in the event apply for Childrearing Leave within six (6) weeks after the birth of my child via a letter to the Superintendent of Schools.
- I do NOT expect to return to work after the birth of my child and I shall probably resign sometime within the six (6) week period after the birth of my child.

I understand that this intention statement is to give some direction to the administration and that my expectations shall NOT be binding upon you.

\_\_\_\_\_  
(Administrator's Signature)

\_\_\_\_\_  
(Date)

**APPENDIX B**  
**SICK LEAVE BANK**  
**Application Form: Prepare in Duplicate**

Directions: Under terms of the current contract, up to 30 days of Sick Leave Bank time is available to each Administrator, per year, on a first—come first—served basis until all of the 30 days in the bank are exhausted. To be eligible you must have exhausted your own accumulated sick leave.

This application is necessary in order that the District Business Office can properly account for “used” and “unused” days in the sick leave bank.

My sick leave was exhausted as of \_\_\_\_\_  
(Date)

and I am applying for \_\_\_\_\_ days from the sick leave bank  
(Number)

effective \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Administrator’ s Signature)

Please submit both copies of this application to the Superintendent’s Secretary.
--

\_\_\_\_\_  
(Date)