



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Marcellus Central School District and Marcellus Administrators Association (1996)**

Employer Name: **Marcellus Central School District**

Union: **Marcellus Administrators Association**

Local:

Effective Date: **07/01/96**

Expiration Date: **06/30/00**

PERB ID Number: **8128**

Unit Size: **5**

Number of Pages: **17**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8128_06302000

Marcellus Central School District And
Marcellus Administrators Assn

CONTRACTUAL AGREEMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

APR 24 1998

EXECUTIVE DIRECTOR

367 SD

37840 ADI

BETWEEN

MARCELLUS CENTRAL SCHOOL DISTRICT

MARCELLUS, NEW YORK

COUNTY OF ONONDAGA

AND THE

MARCELLUS ADMINISTRATORS ASSOCIATION

JULY 1, 1996 — JUNE 30, 2000

ARTICLE 1:00
PROCEDURAL AGREEMENT

1:10 RECOGNITION

During the period of this agreement, the Marcellus Central School 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, Assistant Superintendent for Business Administration).

1:20 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.

1:30 PROCEDURES FOR CONDUCTING NEGOTIATIONS

1:31 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.

1:32 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 Section 1:32 above, 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.

1:33 Exchange of Information:

1:341 Both parties and/or the Superintendent shall furnish each other, upon reasonable written request, all available information pertinent to the issue(s) under consideration.

1:342 Answers to proposals shall be submitted to the other party within a mutually determined time.

1:34 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.

1:35 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.

1:36 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 2:00
LEAVES

2:10 LEAVE

2:11 Leave Days:

2:111 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.

2:112 Leave shall be earned:
12 month employees - 24 days

2:113 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.

2:114 The District reserves the right to require verification of any leave exceeding five (5) consecutive days.

2:12 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 for or have cash value upon termination of employment.

2:13 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.

2:20 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 2:20)

2:30 Sick Leave Bank:

2:31 The District will donate 30 days per year to a sick bank. Unused sick leave bank days are non-cumulative.

2:32 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.

2:33 The maximum number of days from the bank that any individual may use in any school year is 30.

2:34 Application for sick leave bank shall be made to the Superintendent and the Marcellus Administrators' Association President (Appendix 2:30). A joint decision regarding the application will be made. If agreement cannot be reached, final authority rests with the superintendent.

2:40 PROFESSIONAL DEVELOPMENT GRANT

2:41 Tuition reimbursements up to six credits per year during the term of this contract will be granted to each MAA member.

2:42 Reimbursement Procedures

- Reimbursement will be made upon

2:421 - Submitting substantiating proof of successfully completing the course to the District Office.

2:422 - Submitting receipts to the Business Office for approved tuition.

2:423 - Signing a claim form which may be obtained in the Business Office.

2:43 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.

2:50 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.

2:51 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.

2:52 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.

2:60 Physical Examinations:

2:61 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.

2:62 If the Superintendent is not satisfied with the examination he may request at District expense that it be performed by the District's physician.

2:63 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.

2:64 MAA members are entitled to a maximum of one hundred fifty dollars (\$150) per year applied to the cost of a physical examination.

2:65 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.

2:66 Reimbursement will be made upon submitting receipts and health claim forms to the business office and signing the claim sheet.

2:70 Jury Duty and Court Appearance Leave:

2:71 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.

2:72 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.

2:73 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

2:80 During the Leave of Absence

2:81 The Administrator will retain all unused accumulated leave days.

2:82 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.

2:83 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 3:00
RECRUITMENT, SPECIAL DUTY ASSIGNMENTS,
NOTICE OF INTENT

3:10 NOTICE OF INTENT

3:11 CONTINUATION OF EMPLOYMENT:

3:111 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.

3:112 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.

ARTICLE 4:00
PERSONNEL FILE

4:10 Review: The Administrator shall have the right to review the contents of his/her personnel file originating after the original employment and to have a representative of the Association accompany him in such a review.

4:20 Placement and Response: The Administrator will be copied 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.

- 4:30 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.
- 4:40 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.
- 4:50 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 5:00
INSURANCE

5:10 MEDICAL-SURGICAL, MAJOR MEDICAL, DISABILITY AND LIFE

5:11 Medical-Surgical, Major Medical:

All benefits will be the same as those provided in the MFA Contract.

5:12 Disability, Life:

All benefits will be the same as those provided in the MFA Contract.

5:20 DENTAL INSURANCE

5:21 All benefits will be the same as those provided in the MFA Contract.

5:30 RETIREEES

Retirees of the Marcellus Central School District shall be permitted to participate in the Group Based Medical-Surgical, Major Medical, and Dental Plans. The retirees will be responsible for 100 percent of the premiums involved, paid quarterly in advance.

5:40

OPEN ENROLLMENT

- 5:41 There will be a period of open enrollment for thirty (30) days following execution of this agreement for dental and health insurance.
- 5:42 Thereafter September 15-October 15 will be an open enrollment period for dental and health insurance.

ARTICLE 6:00

ADMINISTRATIVE EVALUATION

Each administrator will be evaluated annually by the Superintendent of Schools or the Assistant Superintendent of Schools in accordance with the process established in this negotiated agreement. The process of administrative evaluation shall include:

- An annual goal setting conference; the purpose of which is to plan yearly goals and completion timelines.
- A mid-year progress conference.
- A written year end summation/assessment.

The process for evaluation shall be reviewed with each administrator at the beginning of the school year.

ARTICLE 7:00

EARLY RETIREMENT INCENTIVE PROGRAM

- 7:10 ELIGIBILITY AND BENEFIT - For bargaining unit members with at least twelve (12) years of service as an administrator in the District and who apply for a service retirement under the New York Teachers Retirement System ("TRS") in their first year of eligibility to do so, the District shall pay, following retirement, health insurance premiums (under the health plan in effect for other bargaining unit members) in a lifetime cumulative amount not to exceed thirty-thousand dollars (\$30,000.00).

The retiring bargaining unit member must produce evidence of a service retirement under TRS. In the event of the death of the retiring bargaining unit member prior to payment in full of this insurance premium benefit, the benefit will cease and there will be no further obligation or liability on the part of the District concerning any unused balance of the thirty-thousand dollar (\$30,000.00) benefit.

7:11 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 8:00
GRIEVANCE PROCEDURE

- 8:20 PROVISIONS
- 8:21 A Grievant shall be an Administrator having a Grievance under this agreement.
- 8:22 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.
- 8:23 There shall be two phases of the Grievance Procedure designated below as Informal Phase and Formal Phase.
- 8:24 For purposes of this Article, the expression of time in days shall mean Administrator working days.
- 8:25 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.
- 8:26 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 election, may advance to the next level of the procedure.
- 8:27 Nothing in the Procedure shall prevent the grievant on his own volition from withdrawing a grievance at any level of the Procedure.
- 8:28 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.

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.

8:40 Provisions for Arbitrator:

- 8:41 The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.
- 8:42 The arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provision of this Agreement.
- 8:43 The decision of the Arbitrator shall be final and binding on both parties.
- 8:44 Fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE 9:00
MANAGEMENT RIGHTS

- 9:10 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 10:00
VACATIONS

- 10:10 1996-1997 FOR CURRENT ADMINISTRATORS - During school year 1996-97, each bargaining unit member, who was hired on or before June 30, 1996, will be credited with 20 vacation days, effective July 1, 1996, except that, for bargaining unit members with less than three (3) months of service, vacation shall accrue (and be used with prior approval of the Superintendent) at the rate of two days per month.

A bargaining unit member who resigns or otherwise leaves employment with the District in July 1996 will be paid for a maximum of (five) 5 unused vacation days from his or her 1996-1997 allotment of vacation days.

10:11 POST-JULY 1, 1996 - Beginning on July 1, 1996 for new hires and beginning July 1, 1997 for current administrators, bargaining unit members will earn one and two thirds (1 2/3) vacation days per month, taken with the prior approval of the Superintendent and subject to the restrictions on carry-over set forth below. 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.

10:12 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.

10:20 Holidays and school closing days will be non-required work days for administrators, unless they are requested to work one or more of these days by their supervising administrator, with appropriate advance, written notice.

ARTICLE 11:00
COMPENSATION

11:10 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.

11:20 Salary

11:21 Base Salary

The District will pay the following increases to base salaries of eligible bargaining unit members:

(a) July 1, 1996	-	\$2,500.00
(b) July 1, 1997	-	2,500.00
(c) July 1, 1998	-	2,500.00
(d) July 1, 1999	-	2,500.00

11:22

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.

** Pat Collier and Joanne Downes to continue at the current TSA rate until 6-30-97.

11:24 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.

11:26 Longevity Increments

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 5th, 10th, and 15th year of service as a District Administrator and continue as part of an administrator's annual salary.

11:30 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.

11:40 Administrators new to the District and/or position will have their salaries set at the discretion of the Board of Education.

The Board reserves the right to adjust upward any administrator's salary at any time.

ARTICLE 12:00
TERMS OF THE AGREEMENT

12:10 TERM

This agreement shall be in effect from July 1, 1996 through June 30, 2000 or until replaced by a successor contract, except that after June 30, 2000, no raises or increments will be paid until a new agreement is negotiated.

12:20 NEGOTIATIONS

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

12:30 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.

12:40 SIGNATURES

Marcellus Central School District

By: Paul J. Bunt

Superintendent of Schools

Marcellus Administrators' Association

By: Thomas James W. Ladd
Negotiator

Dated the 3rd day of October,
1996.

12:50

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.

APPENDIX 2:20

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 me.

(Administrator's Signature)

(Date)

APPENDIX 2:30

(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 of Signature)