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#### **Contract Database Metadata Elements**

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ADI / 5787

**CONTRACTUAL AGREEMENT**

**BETWEEN**

**NORTH SYRACUSE ACADEMIC DIRECTORS'  
ASSOCIATION**

**AND**

**NORTH SYRACUSE CENTRAL SCHOOL DISTRICT**

**RECEIVED**

DEC 12 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**JULY 1, 2005 - JUNE 30, 2008**

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### NORTH SYRACUSE ACADEMIC DIRECTORS ASSOCIATION

#### AGREEMENT

Between the Board of Education (herein called "Board") of the North Syracuse Central School District (herein called "District") and the North Syracuse Academic Directors Association (herein called "Association"). This Association represents district employees with the following job titles: Instructional Director or Instructional Assistant Director. Members of the Associate are hereafter referred to as "unit members."

#### TERMS

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between the District and its unit member regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted, and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law),

NOW, THEREFORE BE IT AGREED:

#### RECOGNITION

1. The District agrees to recognize the Association as the exclusive bargaining agent for unit members as hereinafter defined and extends to the Association the following rights and privileges:
  - (a) To exclusively represent unit members regarding collective negotiations.
  - (b) To represent unit members in the settlement of grievances.
  - (c) To unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.
2. The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to assist, condone, conduct or participate in such a strike.

#### BOARD OF EDUCATION

3. The Association agrees that the Board of Education is the policy-making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner. The Board then is the legally constituted body responsible for the determination of all policies pertaining to all aspects of the District administration and as such cannot by law reduce, negotiate or delegate the imposed responsibilities

4. New Board policies shall not conflict with any provisions of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility. Should any such conflicting policy be necessary, then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically be subject matter refers to an all other Paragraphs of this Agreement not affected shall continue in full force and effect.

#### MANAGEMENT

5. Except as expressly provided otherwise in this Agreement, nothing herein shall be deemed to limit the District in the exercise of the regular and customary functions of management including (but not excluding others) the sole right to employ, supervise, direct and transfer unit members; suspend, or discharge for cause; to establish equipment from any sources available; and to conduct its business in accordance with law and the provisions of this Agreement.

#### BARGAINING UNIT

6. The Unit includes twelve-month academic and related area administrators serving as Instructional Directors, or Instructional Assistant Directors for the following areas:

- |                                   |                               |
|-----------------------------------|-------------------------------|
| (a) Alternative/Suspension School | (o) Instructional Technology  |
| (b) Interscholastic Athletics     | (p) Language Arts/Reading     |
| (c) Compensatory Programs         | (q) Library/Media             |
| (d) Computer Education            | (r) Mathematics               |
| (e) Co-curricular                 | (s) Occupational Education    |
| (f) English                       | (t) Physical Education        |
| (g) Evaluation/AIS and Testing    | (u) Research                  |
| (h) Federal Projects              | (v) Safety Education          |
| (i) Fine Arts (Art and Music)     | (w) Science                   |
| (j) Foreign Language              | (x) Social Studies            |
| (k) Gifted Education              | (y) Special Education         |
| (l) Guidance                      | (z) Special Projects          |
| (m) Health Education              | (aa) Professional Development |
| (n) Health and Social Service     | (bb) Technology               |

Any position created and/or reinstated during the course of this Agreement and within the community of interest to the Association will be included in this Agreement as an addendum.

## DEDUCTIONS

7. The District shall, upon receipt of a properly signed Payroll Deduction Authorization Form, deduct the amount so specified by the unit members for deductions to:
- (a) ESM-NS Federal Credit Union
  - (b) United Way
  - (c) Insurance
  - (d) New York State Teachers Retirement System
  - (e) Tax Sheltered Annuities, and other like deductions

The District must receive the forms at least ten (10) business days prior to the payroll period for which the form is to be effective.

## INSURANCE

8. Group Health Insurance

- (a) The District shall:
  - 1. pay 95% of the premium applicable to the individual plan.
  - 2. pay 90% of the premium applicable to the family or dependent plan.
- (b) The District shall pay the applicable percentage amount as per paragraph (a) above for retired unit members who have a minimum of ten (10) years of service in the District.
- (c)
  - 1. The Academic Directors and the District agree that effective September 1, 2004, co-pay for prescription drug coverage will be as follows:
    - \$3 co-pay for generic drugs
    - \$12 co-pay for brand name drugs
    - \$3 co-pay for mail order: 3 months supply of generic or brand name drugs
  - 2. The Academic Directors and the District agree that effective September 1, 2004, the lifetime maximum health insurance coverage will be increased from \$1 million to \$2 million.
- (d) A unit member with ten or more years of District service and who is over the age of fifty (50), but not eligible for benefits under the Retirement System, may remain a member of the health insurance plan by paying 102% of the full premium cost, i.e., both the District's and the employee's share. When such unit member begins receiving retirement benefits, the District shall then pay the same apportionment of the premium costs that it pays for active unit members in accordance with the provisions of this paragraph.

- (e) The provisions of Medicare apply to active or retired unit members 65 years of age and to any enrolled dependents 65 years of age. In such cases the unit members or dependent(s) are eligible for the Basic and Excess Benefit Plan.
- (f) Qualified unit members may elect to receive the following annual stipend as part of their regular salary, (stipend added to regular pay for 20 pay periods), for declining enrollment in the District's Health Insurance Benefit Program.

Declination of Single Coverage:	\$400.00
Declination of Family/Double Coverage:	\$800.00

If a unit member who has selected this option has a change in family status and/or existing insurance, he/she may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.

9. Dental Insurance

The District shall pay 90% of the family and 95% of the individual dental insurance premiums per year for each unit member who chooses to participate.

TIME OFF FOR LEGAL PROCEEDINGS

- 10. Unit members shall be granted days of absence with pay for appearances in any legal proceedings connected to their employment by or association with the District. Days of absence with pay shall also be granted for jury duty and for days of attendance required to satisfy subpoenas as non-party witnesses to court proceedings. It is agreed that any compensation received for such services in excess of expenses shall be paid to the District.

UNIT MEMBERS APPOINTMENTS

- 11. Unit members currently on tenure, as said term is understood in the Education Law of the State of New York, will retain all rights and privileges under said laws. The unit members not currently on tenure shall be afforded the same rights and privileges of probationary staff as said term is understood in the Education Law.
- 12. The procedure to be followed when the services of a unit member are to be discontinued is as follows:
  - (a) The Board of Education shall review all recommendations to terminate the services of a unit member.

- (b) Written notification of such a recommendation and of the date of the Board meeting at which it is to be considered, shall be mailed or personally delivered to the unit member at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered. Failure of the District to notify the unit member of such recommendation will automatically extend his/her employment until the above time specifications have been met.
- (c) The unit member may, not later than twenty-one (21) days prior to such a meeting, request in writing that he/she be furnished with a written statement giving reasons for such a recommendation.
- (d) Within seven (7) days after receiving the written statement, the unit member may file a written request for a formal hearing to be held within thirty (30) days of the time the Board of Education receives the request. A unit member who does not file a written request for a formal hearing within the seven (7) days waives the right to a formal hearing.
- (e) The Superintendent or his/her designee must notify a unit member of any recommendation for his/her dismissal prior to April 1 of any contract year. This provision is not applicable in regard to employees where the District decides to abolish their position(s).
- (f) If the unit member's position is abolished by the District, the Superintendent or his/her designated representative shall notify said unit member of the abolishment, in writing, by certified mail, return receipt requested, immediately subsequent to adoption of a resolution by the Board of Education abolishing the said position ("Board Resolution").

Termination through abolishment shall become effective on the date specified by the Board Resolution; provided, however, that said date shall not be earlier than one (1) month from the date of its adoption.

If the date of the receipt of notice is less than one hundred eighty (180) days before the effective date of the abolishment of the position, the unit members shall receive compensation for work days during the one hundred eighty (180) days notice.

13. Non-teaching unit members, regardless of total years served at position, will be afforded teaching job priority status to the extent permitted by Law should they at any time choose to return to a teaching position equal or similar to that which the unit members last held in the District except in cases of fair dismissal. (Section 3031 of the Education Law)

### REPRISALS PROHIBITED

14. There will be no reprisals taken against any unit member by reason of his/her membership in the Association or his/her participation in any of its professional activities.

### SAVING CLAUSE

15. If any provision of this Agreement shall be found contrary to or in violation of existing laws, then such provision shall not be deemed valid and subsisting, but all other provisions will continue in full force and effect.

### LIABILITY PROTECTION

16. Unit members shall be saved harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, or judgment and shall be provided with reasonable attorney's fees for the defense of any prosecution arising out of any act or omission to act by such unit member within or without the school buildings; provided that such unit member, 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 under the direction of the District.
17. The unit member shall provide adequate insurance coverage in case of injury to a person being transported by a member of the Association in the course of his/her employment. It is understood that primary liability coverage is borne by the employee's insurance carrier with excess insurance coverage provided by the District.

### SICK/FAMILY LEAVE

18.
  - a. Unit members shall be granted 1.5 days of paid leave for each month of service for illness, injury or in the event of a family death or serious illness requiring bedside care of any member of the unit member's immediate family.
  - b. These days shall accrue at a maximum rate of 18 days/year of service. These days shall accumulate to a maximum of three hundred (300) days.
  - c. Only Unit members who have accumulated the maximum of 300 sick/family illness days will receive an additional eighteen (18) non-accumulative days for use only in the school year in which they are granted. Use of personal and family sick days in such a school year and exceeding 18 will then be taken from the 300 maximum accumulated total as needed.
  - d. Bargaining unit members new to the unit shall, upon hiring, also be granted an additional 12 days to be used for personal illness and/or family death or illness. The purpose of this is to provide the new unit member a total of thirty (30) days which is the minimum required for access to the sick leave bank (Article 22).



All new unit members who previously worked in the North Syracuse Central School District will be given the option above or the option of claiming/reclaiming their accumulated sick/family days accumulated during their previous employment with the district.

19. Each unit member shall receive with his/her payroll check for the second pay period in October, a sick leave record. The record shall include:
  - (a) The number of sick leave days used during the previous school year.
  - (b) The number of accrued sick leave days to his/her credit as of the preceding school year.
20. Nothing in this section is intended to limit a unit member's benefits and right under the Family and Medical Leave Act.
21. Unit members shall be eligible to participate in the sick leave bank as outlined and administered by the North Syracuse Education Association (NSEA) contract.

#### PERSONAL DAYS

22. In addition to days for personal illness or injury, three (3) days of paid leave for personal reasons shall be allowed each unit member per year, provided that advance approval has been obtained from the Office of the Superintendent, except where an emergency makes advance approval impossible. Any unused personal days will be converted to paid sick/family leave days at the end of each contract year.

#### TEMPORARY DISABILITY

23. Unit members are entitled to paid temporary disability leave with proper medical authorization utilizing accrued illness/bereavement and personal leave time. Unit members will provide, upon District request, a physician's statement justifying said leave. The District may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated in the same manner as any other temporary disability.

#### ABSENCE DUE TO INJURY ON THE JOB

24. a. Whenever a unit member is absent from work as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for up to one continued year from date of temporary disability resulting from said accident or assault. No part of such absence will be charged to his/her annual or accumulated illness/bereavement leave.

- b. If the temporary disability extends one continuous year, the bargaining unit member may elect:
  - 1. to receive an amount determined by the Workers' Compensation Board for the remaining period of disability or
  - 2. the employee may elect by written notice to the district to utilize his/her accrued illness/bereavement days for this extended period of temporary disability. In this case, the award determined by Workers' compensation will be returned to the district and credited to the employee's illness/ bereavement days on a per hourly basis.
- c. If all accrued illness/bereavement days are exhausted, the bargaining unit member will be entitled to only the amount determined by the Workers' Compensation Board.

#### PARENTAL LEAVE

- 25. Child-Rearing - Child rearing leave may be applied for and shall be granted for the purpose of child rearing, after the birth or adoption of a child.
  - a. The unit member must apply to the Director of Human Resources for the leave within six (6) weeks after the birth or adoption of the child.
  - b. The leave shall be granted for any portion of the remainder of the twelve (12) month school year in which the child is born or adopted, and the following school year. A one (1) year extended leave may be granted upon written application.
  - c. There shall be no illness/bereavement leave compensation during the child rearing period.
  - d. The unit member is entitled to all insurance benefits available through this contract providing that they pay one hundred percent (100%) of the district cost. Such payment will be made in full within sixty (60) days of the initiation of said leave. For leaves extending beyond one (1) year, such payment must be made in full within sixty (60) days of the renewal of said leave.

#### LEAVES FOR PROFESSIONAL ASSOCIATION OFFICERS

- 26. Unit members may, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in local, state or national association activities. All requests and grants of extensions or renewals of leaves will be in writing.

## PROFESSIONAL AND CURRICULAR DEVELOPMENT

27. a. Upon successful completion ("Pass" or a grade of C or better), a unit member will receive reimbursement for a maximum of three graduate credits in any fiscal year. The maximum reimbursement amount shall be at the current tuition cost for graduate hours at Syracuse University.
- b. The District shall provide funds for each Unit Member to attend professional conferences that have been approved. It is agreed that the number of Unit Members attending such conference at any one time will be carefully controlled.
- c. The District shall also provide funds to pay the membership fees of professional organizations which are relevant to the Unit Member's positions with the District. Payment for membership in or dues for organizations such as SAANYS which provide labor relations support and/or service are excluded from this paragraph..
- d. The amount of funds provided per Unit Member for professional conferences and/or professional memberships shall not exceed \$750 annually per Unit Member.
- e. In addition to the above, Unit Members may attend sessions at their own expense. In such a case. The Unit Members will receive their regular salary while absent in connection with attendance at such professional sessions, and the District, if required, will pay the salary of their substitutes. Such attendance shall be subject to the approval of the Superintendent or designee.

## PROFESSIONAL GROWTH

28. Unit members may, upon request, be granted a one (1) year leave of absence without pay to pursue professional growth activities. Such leave may be extended for an additional year upon written request to the Superintendent of Schools. All requests and grants of extensions or renewals of leaves will be in writing.

## OTHER LEAVES

29. A leave of absence without pay of up to one (1) year may be granted to any Unit member who joins the Peace Corps, VISTA, National Teachers Corps, or who serves as an exchange administrator and is a full-time participant in such a program. All requests and grants of extensions or renewals of leaves will be in writing.

## RESUMPTION OF BENEFITS AFTER LEAVE

30. All benefits to which a unit member was entitled at the time of receiving a leave of absence, including unused accumulated sick leave, family leave, and credits toward sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position or a similar position of like nature or status which he/she held at the time said leave commenced. The unit member will be compensated based on the last unit member salary paid and any negotiated increase for the forthcoming fiscal year service.

## SABBATICAL LEAVE

31. Sabbatical leaves for a program of travel, study, or other purposes of value to the school system may be granted to unit members who have served at least seven (7) years in the District (at least three (3) of which must have been as a unit member), or who has been granted prior administrative tenure by the District. No unit member shall be granted a sabbatical leave more often than once in any seven year period.

Such sabbatical leave is intended to afford professional employees an opportunity to improve their ability to render educational service and may be accomplished by:

- (a) Formal Study - a program of study in residence in an institution of higher learning.
- (b) Independent Study - a program of research and/or writing which promises professional values equivalent to that derived from formal study.
- (c) Planned Educational Travel - a travel which can enable the unit member to grow professionally by exposure to and study of different peoples, cultures, environments and experiences.

The District may grant such leaves provided that the granting of the sabbatical leaves will not professionally disadvantage the District. Leaves will not be granted to more than one unit member in the District in any given year.

Formal applications will be submitted to the Superintendent, in writing, by May 1 for the Fall semester, by November 1 for the Spring semester and by January 31 for the following full academic year. Each application for sabbatical leave must state the purpose for which the leave is being requested, and the applicant shall agree to submit such progress reports as may be requested by the Superintendent of Schools. The applicant will be informed of the action taken within thirty (30) days following complete processing by the Board of Education.

Late applications which afford the applicant the opportunity to take advantage of some unique opportunity may be submitted and receive special consideration if recommended by the Superintendent. The applicant will be informed of the action taken on his/her application thirty (30) days following complete processing by the Board of Education.

In the review of applications for sabbatical leaves, consideration will be given but not limited to the following items:

- (a) Purpose and length of leave requested.
- (b) Potential advantages to the District.
- (c) Service seniority of applicants.

If a unit member on sabbatical leave is temporarily unable to fulfill the purpose thereof by reason of illness or other legitimate reason beyond his/her control, said sabbatical leave shall continue for its full term and when the disability is removed, the unit members shall continue with the fulfillment of the sabbatical purpose, if possible. In the event that the sabbatical purpose cannot be continued after the removal of such disability, the unit members shall be available for appropriate professional assignment by the Superintendent for the duration of said sabbatical leave.

32. The unit member while on sabbatical leave retains his/her status as an unit member, progresses in the usual manner on the salary schedule, experiences the salary deductions for social security, income taxes, and health insurance (if any) and is credited with pension contributions (on the basis of salary received) by the Board of Education as are other full-time professional employees.

Unit members shall be given credit toward salary increment while on sabbatical leave.

Sabbatical leaves for one (1) year shall be at one-half (1/2) of the negotiated salary the unit members would have received during the period of such leave. Sabbatical leaves for one-half (1/2) year shall be at the full negotiated salary the unit members would have received as above.

While on sabbatical leave, the unit member shall accrue no vacation days, but shall accrue family/sick leave pro-rated to the salary arrangement (i.e., full accrual for half-year leave; .5 accrual for full-year leave).

Upon expiration of sabbatical leave, the unit member shall be restored to his/her previous or similar position. He/she shall be entitled to any and all increments, whether automatic or from salary schedule revision based on normal advancement.

Should the unit member not return to the District and work one (1) full year immediately following said sabbatical leave, then all sabbatical benefits shall be repaid to the District.

### SCHOOL CLOSING DUE TO WEATHER

33. Bargaining unit members shall report to work on the days schools are closed due to inclement weather and similar circumstances, except in cases when the Superintendent or his/her designee declares it unsafe for all staff to report to work.

### VACATIONS

34. a. Unit members earn paid vacations at a rate of 1.67 days per month. They may use vacation in the fiscal year in which it is earned. At the time of separation from the district, if a unit member has used more vacation than he/she has earned, the unit member will repay the district the difference between the amount actually used and the amount actually earned upon separation from the district.
- b. For the first ten (10) fiscal years of unit membership only, bargaining unit members may elect to convert any unused vacation time beyond 20-days to sick/family time. The unit member must request in writing to the Director of Human Resources that any unused vacation days in excess of twenty (20) be converted to sick/family days.
- c. On June 30 of the unit member's tenth year and each consecutive year thereafter accrued vacation days in excess of twenty (20) will be removed from the unit member's credit.
- d. The District will provide an enhanced benefit for Unit Members eligible for retirement in their last year of employment. Unit members will be eligible to trade up to five (5) vacation days for full per diem pay in their last year, provided the Unit Members notified the District, in writing, six (6) months prior to the effective date of the retirement and provided this is consistent with regulations of the Teacher's Retirement System.

### HOLIDAYS

35. All unit member shall be entitled to the holidays as listed below:

Fourth of July	Christmas Day
Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Veterans Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Day before Christmas	

### PERSONNEL FILES

36. There shall be one (1) personnel file for each unit member which shall be located in the Office of Human Resources. The unit member shall have the right, upon request, to review the contents of his/her file. The unit member shall be entitled to have a personally selected representative accompany him/her during such a review.

### DEROGATORY MATERIALS

37. No derogatory material covering a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review the material. The unit member shall acknowledge, in writing, that he/she has reviewed the material and may respond, in writing, if he/she so desires. Such response shall be affixed to the corresponding entry.

### PROFESSIONAL SERVICES

38. (a) The Building Principal shall have the final authority to recommend to the Superintendent the appointment of the instructional staff for his/ her building where practicable. Said recommendation shall only be made after the Building Administrator and the appropriate unit members have met and conferred.
- (b) The appropriate unit member shall be consulted and involved in the development of individual or department targets, significant department program changes, the formulation of Building Administrator's recommendations related to transfers, observations, evaluations, hiring and termination of pertinent instructional personnel associated with his/her area.
- (c) In addition to regularly scheduled administrative meetings, unit members shall be permitted to meet during school hours at least once each month to conduct such business as their agenda indicates. Additional meetings must have the prior approval of the Superintendent of Schools or his/her designee.

## PARTICIPATORY MANAGEMENT

39. Since unit members have significant districtwide responsibilities for the supervision and coordination of their respective program areas as assigned by the district, the importance of unit members' involvement in all district matters concerning these program areas is herein recognized, affirmed and defined. Unit member involvement includes but is not limited to decisions and recommendations made by the workings of any participatory management system established by the district in such areas as the development of board policies and regulations, program goals, building level decisions on program, curriculum development, staff development, models of observation and evaluation, and programmatic budgets. The appropriate level of involvement is to be determined by the Superintendent with the assistance of a designee the North Syracuse Academic Directors' Association.

It is affirmed that certain matters are to be withheld from any participatory management system and so being withheld are the right of unit members under administrative procedures as established by the district. These matters include but are not limited to final recommendations for appointment of instructional staff, final recommendations for the disciplining of instructional staff, content of all observation and evaluation instruments, content of commentary documents on instructional staff, and staff assignments.

Nothing in this section shall limit the rights and responsibilities of the Superintendent, his/her administrative staff or building administrators.

## REPORT OF SPECIAL ACHIEVEMENTS

40. Administrators are encouraged to place in the unit member's file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic or professional nature.

## GRIEVANCE

41. Declaration of Policy

The purpose of this procedure is to promote and maintain harmonious and cooperative relationships between unit members, Central Administration, and members of the Board of Education by providing for a prompt and orderly settlement of differences through procedures under which unit members may present grievances free from coercion, interference, restraint, discrimination, or reprisal.



## DEFINITIONS

42. Grievance

Shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.

43. Aggrieved

Shall mean an individual or group of unit members having the same grievance.

44. Unit President

Shall mean the elected President of the bargaining unit.

45. Representative

Shall mean any person or persons (up to two [2]) designated by the aggrieved as his/her advisor, counsel, or to act on his/her behalf.

46. Days

Shall mean business days. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken.

47. Basic Principles

- (a) The aggrieved may seek advice from, and have the right to be represented at any stage of the procedure, by a person or persons (not to exceed two [2]) of his/her choice.
- (b) Written summaries shall be kept of all conferences between the Administration and the aggrieved at Step 2 of the procedure. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the grievance.
- (c) Written grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

48. Step 1

The unit members will present his/her grievance in writing to the Unit President. The grievance shall then be presented, orally or in writing, to the Superintendent or designee.

49. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party to his/her representative, and present to the Assistant Executive Director for Instruction within ten (10) regular work days following the occurrence giving rise to the grievance. Within five (5) work days after receipt of the written grievance, the Executive Director for Instruction shall meet with the Unit President and shall, within five (5) work days after the meeting, provide a written answer to the Unit President.

50. Step 3

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee within three (3) work days after receipt of the Step 2 answer. Within seven (7) days of the receipt of the grievance, the Superintendent or designee shall meet with the aggrieved, the Unit President and/or representative. A written answer shall be provided by the Superintendent or designee within ten (10) work days of the Step 3 meeting.

51. Step 4

- (a) If the grievance is not resolved in Step 3, the Unit President, with the approval of the Association, may, within thirty (30) days from the receipt of the Step 3 answer, submit the grievance to arbitration.
- (b) The American Arbitration Association shall be the agency used for all Agreement interpretation disputes. The rules and regulations of the AAA shall apply. The arbitrator shall only have jurisdiction and authority to apply the Paragraphs of this Agreement and shall not have the power to add to, subcontract from, or modify any Paragraph of this Agreement. Regardless of how the arbitrator finds the facts, he/she shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his/her decision, in writing, within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.
- (c) The fees and expenses of the arbitrator shall be shared equally by the district and the association or the district and the aggrieved unit member. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration. The association retains the right to determine its share of any grievance expense based upon a majority vote of all unit members. Should this association vote not to financially support a grievance, the individual aggrieved unit member will bear the cost of the grievance with the district.
- (d) Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

## SALARY

52. Salaries shall be paid according to the terms of Appendix A.

## STIPENDS

53. (a) Advanced degree stipends shall be paid according to Appendix A.

- (b) Stipends for Interim Positions:

When there is a vacant administrative position within the district lasting more than 3 weeks (i.e., leave, resignation, illness, other) that needs to be filled on a temporary basis by a unit member, stipends will be paid as follows:

- Unit members covering the vacancy in addition to their own job, \$400 per week
- Unit members covering the vacancy but provided a substitute for their job, \$150 per week

This agreement only covers bargaining unit members functioning in interim positions.

- Assistant director vacancies are not included in interim coverage agreement.
- A vacancy created by an administrator going on vacation is not covered by this agreement.
- The above provisions do not apply to vacancies created during summer vacation. Vacancies during summer vacation will be addressed individually on an as needed basis.

## RETIREMENT INCENTIVE

54. (a) The District will provide a retirement incentive for unit members eligible for retirement in accordance with TRS provisions, provided that the unit member notifies the District in writing 6-months prior to the effective date. Any eligible unit member will receive a one-time lump sum retirement incentive (payment) based on accumulated, unused sick/family leave days to a maximum of 300 days. The payment will be calculated at the rate of \$100.00 per day for unused sick/family days, up to 300 days.

(b) 403B Contributions

The District and the Association agree that the Retirement Incentive Payment specified in Article 54 of the Agreement will become a non-elective employer contribution to a 403(B) plan of the unit member's choosing. The contribution will be in accordance to the IRS codes, rules and regulations. The contribution will be available to all unit members eligible as specified in Article 54. The contribution will be remitted within thirty (30) days of the unit members' retirement date.

The District will pay any excess over the IRS limits as compensation to the unit member within 30 days of the unit member's retirement date.

Employer contributions for Tier I members with membership dates prior to June 17, 1971, will be reported to the NYSTRS as non-regular compensation. Compensation exceeding the e-403(b) limits will be reported as non-regular compensation to NYSTRS.

Unit members will be provided the opportunity to make changes to their current 403(b) plans and/or designate a new carrier for the employer contribution. In the event that a member does not choose any 403(b) carrier, the District and the Association will mutually designate a "default carrier."

#### EVALUATION PLAN

55. The unit members and the District agree that the basis for the establishment of a comprehensive evaluation instrument shall be administrative categories and criteria as listed in paragraph 56 (see Appendix C). Evaluations will be conducted no later than June 30 of each contract year.

#### ADMINISTRATIVE CATEGORIES AND CRITERIA

56. I. INSTRUCTIONAL LEADERSHIP
- 1) Communicates a clear vision to staff, sets standards for instructional effectiveness, and inspires staff to achieve excellence.
  - 2) Is a visible leader and maintains frequent contact with students and staff, parents and community.
  - 3) Works effectively with building administrators in facilitating a climate that encourages and assists staff in developing effective teaching methods.

- 4) Participates in professional growth activities: attends professional meetings, reads professional journals, takes classes, attends seminars on relevant topics.
- 5) Effectively facilitates a shared-decision making process in the development, implementation, monitoring and evaluation components of school improvement planning to achieve established goals and objectives at the district and departmental levels.

## II. SUPERVISION AND EVALUATION

- 1) Assists staff members in establishing meaningful goals, objectives and strategies.
- 2) Recognizes capabilities of staff members and encourages their participation in professional growth activities.
- 3) Uses observations and conferences to help staff members improve their performance.
- 4) Assists staff members in evaluating and adjusting methods and instructional materials to accommodate individual pupil needs and abilities.
- 5) Participates in the evaluation of all instructional and non-instructional staff in his/her area(s) in a comprehensive, effective, and timely manner and provides effective leadership in the remediation process of designated staff when requested.

## III. CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 1) Monitors the staff and instructional program to determine the extent to which district, departmental, as well as individual curriculum goals and objectives are being met.
- 2) Uses his/her professional knowledge to evaluate the status of curriculum and instruction and to facilitate the implementation of district curricula within the departmental classrooms.
- 3) Cooperates and actively supports subject building administrators in developing staff awareness of innovations in the area of curriculum, instruction and assessment.
- 4) Provides active and positive leadership and serves effectively as the district's subject area liaison with the State Education Department in the development and implementation of new and revised curricula.
- 5) Assists instructional staff in examining and implementing alternative instructional strategies for students who are not succeeding.

#### IV. MANAGEMENT SKILLS

- 1) Effectively implements, monitors and supports district policies and procedures to assure a safe and productive environment conducive to learning.
- 2) Demonstrates the ability to promote professionalism among staff through modeling and staff development opportunities.
- 3) Effectively manages budgets, the acquisition of materials, schedules, and all required reports and inventories.
- 4) Implements and maintains effective communication with staff, parents, students, and the community.
- 5) Facilitates effective and on-going co-curricular activities which directly support district goals and objectives.

#### V. JOB SPECIFIC GOALS

No later than September 1, of each year of this contract, the evaluator and the evaluatee shall meet to establish the specific criteria for this section of their evaluation. Unit members new to the district will meet to establish specific criteria for this section of their evaluation no later than forty-five (45) days after their start of employment (see Appendix B).

#### ADMINISTRATIVE INTERVENTION PLAN

57. When the evaluator identifies inadequacies in a unit member's instructional leadership, supervision, evaluation, management abilities, or job specific goals, performance deficiencies will be shared and discussed with that unit member.

Once that discussion has taken place, the following steps must occur:

- a. The evaluator will cite, in writing, the weakness(es) identified, and review any intervention procedure(s) to date, allowing the unit member to participate in an exchange of information or request clarification where necessary.
- b. A three-member support team will be established to provide the unit member with help to overcome the stated weakness(es). The support team shall consist of a designee appointed by the evaluator, a central office administrator assigned by the Superintendent and one individual selected by the unit member. The evaluator may not be on the support team. The district shall supply a reasonable level of resources should outside district personnel be members of the team.

- c. The support team will initially meet with the unit member to review the areas of concern and the intervention strategies to date. At this point, the support team will identify those areas of concern where the support team may play an effective role in remediation efforts.
- d. Based on the review identified in subparagraph c., the team shall develop strategies for the remediation of the problem(s) which may include, but not be limited to, "shadowing" observations by member(s) of the support team, participation in specified administrative staff development activities or workshops, visitations to other administrators, buildings or Districts, or the use of outside consultants.
- e. Within ten (10) days of the initial meeting, an Administrative Intervention Plan will be completed by the support team. It will list the strategies to remediate the weakness(es), reasonable timelines to complete the strategies, and any other resources or personnel needed to accomplish the strategies. Support team activities should take place at the convenience of the members of the team.
- f. The support team should meet at least once each week with the unit member to review the progress of the Administrative Intervention Plan. If new strategies are established, they must be written into the Administrative Intervention Plan, and the procedures outlined in subparagraph c. (above) followed.
- g. As strategies and timelines are completed, the evaluator (or designee) may determine that the unit member has responded positively. The unit member will then be returned to the normal evaluation process.
- h. A written statement, including at least the final results, will be written and signed by the support team and placed in the unit member's personnel file. The unit member may respond with a written attachment.
- i. If the evaluator (or designee) determines, over a three (3) month period from the date of completion of the Administrative Intervention Plan, that the unit member has been insignificantly affected by the remediation, either a new Administrative Intervention Plan will be established, or the District may take whatever steps are permitted by law.

### DURATION

58. a. The provisions of this Agreement shall be effective July 1, 2005, and shall remain in full force and effect until midnight June 30, 2008.
- b. In the case of any potential change in a term or condition of this contract, the district agrees to negotiate such a change with the Academic Directors' Association.

### MILEAGE

59. Effective, July 1, 2005, unit members will have the option of an annual mileage stipend of \$825.00 for all mileage incurred in Onondaga County. Unit members can choose to receive this in a separate check the first pay period in July, or as a deposit into an existing TSA account in the first paycheck of the school year in which deductions are taken. In subsequent years, unit members must notify the District by June 1<sup>st</sup> of their intent to take the mileage stipend the following school year. Effective each July 1<sup>st</sup>, the mileage stipend will be adjusted in accordance with the percentage of change of the IRS mileage reimbursement rate in effect at that time. Unit members hired after July 1<sup>st</sup> will have the option of receiving a prorated mileage stipend, based on 1/12 of the amount for each month they work in that contract year.

Unit members who do not choose the annual mileage stipend shall be reimbursed for necessary travel on school business in their personal automobiles at the prevailing IRS rate. In order to qualify for this travel reimbursement, they must submit a copy of their travel log, which will give the dates, destinations, and miles traveled; and a properly signed claim form must be attached. Unit member may choose to receive mileage reimbursement as a check or as a deposit into an existing TSA account. Deposits into TSA accounts can only occur during payroll periods in which deductions are taken.

### COMMITTEES

60. The unit members' bargaining unit shall, upon notification of the Director of Human Resources, provide a representative to any committee charged with the screening, recommendation, and selection of District Administrators. This representative must be mutually agreeable to the bargaining unit and the Director of Human Resources.



TAYLOR LAW AMENDMENT

204-a "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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

NORTH SYRACUSE  
CENTRAL SCHOOL DISTRICT

NORTH SYRACUSE ACADEMIC  
DIRECTORS ASSOCIATION

By *James F. Melvin*  
Superintendent

By *David W. Morton*  
President

Date *10/19/05*

Date *10/19/05*

Seal

Attest *Connee A. Gibson*  
Clerk

## APPENDIX A

### 1. SALARIES AND STIPENDS

- (a) Salaries for unit members will be determined as follows:
  - 2005-2006; 4% increase over his/her 2004-2005 base salary
  - 2006-2007; 4% increase over his/her 2005-2006 base salary
  - 2007-2008; 4% increase over his/her 2006-2007 base salary
- (b) Bargaining unit members who receive tenure during the duration of this contract will receive in addition to the raises above a tenure stipend of \$725.
- (c) Tenure stipends will become a part of the unit member's base salary for calculating salaries for the next school year.
- (d) The District will pay only one tenure stipend of \$725 to any unit member.
- (e) \$1,000 longevity stipend will be applied to the base salary after completion of 10 years of service to the District, with at least the last five years as a bargaining unit member.
- (f) Degree stipend for a doctorate degree shall be paid at the equivalent of highest rate in the Principals' or Teachers' Agreement.

### 2. HIRING SALARY RANGES

- (a) Hiring salary ranges for newly hired Unit Members to this unit are as follows:

Assistant Directors	\$70,339 – \$89,124	2005-2006
	\$72,449 – \$91,798	2006-2007
	\$74,622 – \$94,552	2007-2008
Directors	\$81,161 – \$115,861	2005-2006
	\$83,596 – \$119,337	2006-2007
	\$86,104 – \$122,917	2007-2008
- (b) Unit Members hired prior to July 1, 2002 are exempt from the cap on the above salary ranges.

**APPENDIX B**

**ADMINISTRATIVE GOALS**

NAME :

LOCATION/PROGRAM:

YEAR:

GOAL #

ASSESSMENT MEANS

EXPECTED DATE OF COMPLETION

CONFERENCES: AUGUST \_\_\_\_\_ OCTOBER-NOVEMBER \_\_\_\_\_ MARCH-APRIL \_\_\_\_\_

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GOAL STATEMENT	DATE COMPLETED

APPENDIX C

North Syracuse Central School District  
Administration  
Year End Summary (YES) Form

Name \_\_\_\_\_ Title \_\_\_\_\_

Building \_\_\_\_\_ Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**Administrative Skills: Instructional Leadership, Supervision and Evaluation, Curriculum Development and Implementation and Management**

**Annual Goals: Acknowledgement, feedback, and evaluation**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Administrator's Signature

(Administrator's signature indicates only that this evaluation has been discussed with the evaluator. The administrator has the right to attach his/her own statement within (10) workdays of the affixed date regarding this observation.)

Distribution: Personnel; Evaluator

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