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Title: **Fayetteville-Manlius School District and Fayetteville-Manlius Administrators Association (2006)**

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Union: **Fayetteville-Manlius Administrators Association**

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AGREEMENT

Between

Fayetteville-Manlius School District

And

Fayetteville-Manlius Administrators' Association

July 1, 2006 through June 30, 2009

AGREEMENT

Between the District and the Association to govern the conditions of employment and the administration of grievances arising thereunder.

PREAMBLE

The Association declares its common interest with the District in the desire to achieve the finest possible education for the children of Fayetteville-Manlius consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship with the Board of Education and the Superintendent of Schools.

ARTICLE I

Recognition

The District recognizes the Association for purposes of collective negotiations pursuant to the Public Employee's Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of all Principals, Associate Principals, Assistant Principals and Directors, except the Director of Business Services, (Administrators) with respect to salaries, wages, hours and other terms and conditions of employment, and in the administration of grievances arising thereunder. The Association shall be entitled to unchallenged representation status for the term of this Agreement.

ARTICLE II

Definitions

- 2.1** District – Fayetteville-Manlius School District
- 2.2** Association - Fayetteville-Manlius Administrators' Association
- 2.3** Immediate Supervisor - The Superintendent or a designee to whom the Administrator regularly reports
- 2.4** Board - Board of Education
- 2.5** Administrators – Principals, Associate Principals, Assistant Principals; Director of Physical Education and Interscholastic Athletics, and Director of High School Counseling
- 2.6** Teacher - Employees represented by the Fayetteville-Manlius Teachers Association under its Collective Bargaining Agreement
- 2.7** School Year - The period from July 1st - June 30th
- 2.8** Academic Year - The period from September 1st - June 30th
- 2.9** Board Representative - A duly elected member of the Board of Education or a representative designated by said Board.

ARTICLE III

Negotiating Schedule

- 3.1** Negotiations for a new Agreement shall begin not earlier than November 30 of the year preceding termination of then current Agreement and no later than February 1st of the year of termination.
- 3.2** The District and the Association will use their best efforts to present proposals for inclusion in the proposed new Agreement not later than the second negotiating session.
- 3.3** The parties shall cooperate in exchanging information pertinent to the negotiations.
- 3.4** Individual grievances shall not be brought up to negotiation sessions.

ARTICLE IV

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 V

Association Rights

Recognizing Administrators to be key professional personnel and to provide for the most effective and best use of their abilities the District will:

5.1 Prior to formal submission to or adoption by the Board, involve the Association in development and review of policies, reports and recommendations directly affecting duties of Administrators or the operation of District School Buildings. This involvement should include opportunity for the Association to examine and make constructive suggestions for the Board's consideration on new policies proposed for adoption by the Board where such new policies directly affect performance of the Administrator's duties. It is specifically understood as to these policies that the Association desires to be informed and have the opportunity to make suggestions before adoption, and that the right to approve or disapprove for adoption of any new policy rests solely in the discretion of the Board.

5.2 Involve Administrators in Teacher contract negotiations through participation in regular negotiating sessions which do not involve compensation or fringe benefits, nor subjects which are being negotiated between the District and the Association. The District agrees to use its best efforts to see that the duty of Administrator participation in these negotiations shall be shared among Administrators so that no one administrator retains this duty on a permanent basis, although there will not necessarily be a change each year. Selection of the participating Administrator shall be made by the Superintendent.

5.3 Involve Administrators in other-than-Teacher negotiations through participation in regular negotiating sessions where the subject matter of negotiations relates directly to the Administrators' functions, and which do not involve compensation or fringe benefits nor subjects which are being negotiated between the District and this Association. Selection of the participating Administrator shall be made by the Superintendent.

Since the intent of Paragraphs 5.1, 5.2, and 5.3 is addressed currently during regular K-12 administrative meetings, the Association accepts responsibility for notifying the District should it consider these Articles implemented inappropriately.

ARTICLE VI

Grievance Procedure

6.1 Statement of Purpose

The Association assumes the responsibility for maintaining the highest professional standards. The Board recognizes that in the interest of effective personnel relations, a procedure is prompt, impartial and fair hearing on the grievances. Its purpose is to provide an orderly method of settlement of a dispute between parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement or Administrative policy as set forth in Rules and Regulations of the Board. Such procedures shall be available to all members of the Administration and no reprisal of any kind shall be taken against any Administrator initiating or participating in the Grievance Procedure.

6.2 Provisions

6.2.1 A Grievant shall be an Administrator having a Grievance under this Agreement.

6.2.2 The Association shall have the right to join an Administrator in the initiation of a Grievance arising out of a District's breach of this agreement.

6.2.3 There shall be two phases of the Grievance Procedure designated below as Informal Phase and Formal Phase.

6.2.4 For purposes of this Article, the expression of time in days shall mean Administrator working days and the limits shall be strictly construed.

6.2.5 In the event a grievance is filed on or after May 15th, the parties shall use their best efforts to complete processing thereof prior to the end of the School Term.

6.2.6 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 the grievant's election, may advance to the next level of the procedure.

6.2.7 Nothing in the Procedure shall prevent the grievant on the grievant's own volition from withdrawing a grievance at any level of the Procedure.

6.2.8 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.

6.2.9 The Official Grievance Record shall be filed separately from the personnel file of the grievant.

6.3 Procedural Steps

6.3.1 Informal Phase

Within ten days of the alleged grievance, the grievant shall discuss the grievance with the Immediate Supervisor, specifying that the discussion constitutes a grievance under this Article. If the grievant desires, an Association representative may be present.

6.3.2 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

If the grievance is not settled at the Informal Phase, the grievant may, within ten days after completion of the Informal Phase, file a formal written grievance with the Superintendent. Thereafter:

i. The Superintendent or a representative shall discuss the matter with the grievant within three days of receipt of the written grievance;

ii. The Superintendent or a representative shall give a written response to the grievant with a copy to the Association within five days after the close of the discussion.

b. Level 2

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 ten days after receipt of the written response at Level 1;

ii. Within ten days of receipt of said notice the 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 written response to the grievance within ten days after the close of the discussion.

c. Level 3

If the grievance is not settled at Level 2, the grievant may further appeal by:

i. Giving written notice thereof to the Board within ten days after receipt of the written answer of the Board Representative;

ii. The parties shall meet within ten days to begin the selection of an impartial Arbitrator. If unable to agree on such selection within fifteen days, selection of the Arbitrator shall be accomplished under the Rules of the American Arbitration Association;

iii. The parties shall submit the grievance, along with the complete Official Grievance Record, to the Arbitrator for action.

6.4 Provisions for Arbitrator

6.4.1 The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.

6.4.2 The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provision of the Agreement.

6.4.3 The decision of the Arbitrator shall be final and binding on both parties.

6.4.4 Fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE VII

Sick Leave

7.1 Accrued Sick Leave

7.1.1 An Administrator shall be allowed two days per month times the number of months employed, to be credited on an annual basis. Unused Sick Leave days shall be credited to the account of the Administrator at the beginning of each succeeding School Year.

7.1.2 Sick Leave may be cumulative up to a maximum of 240 sick days for twelve-month employees.

7.2 Written Statement of Accrued Sick Leave

By October 1st the Superintendent or a designee shall supply each Administrator with a written statement specifying the number of days sick leave used during the previous School Year and the total number of accumulated days of sick leave.

7.3 The Superintendent may request a physician's certificate from an Administrator who has been absent for more than five consecutive days.

7.4 Sick Leave for Prior Experience

An Administrator who is newly employed by the District but who, immediately, prior to entering into employment with the District, was employed as an Administrator or Teacher in another Public School District in the United States for a continuous period of one year or more, shall be entitled to receive sick leave credit in this District as follows:

7.4.1 For each year up to a total of three years employment by such other School District, the Administrator shall be entitled to a maximum of ten days of such credit.

7.4.2 If less than ten days of unused sick leave are available from any such year of prior employment the Administrator shall be entitled to the unused number of days only for such year. For example, if an Administrator had two years prior employment with another District and had seven unused days in the first year of such employment and fifteen unused days in the second year, the Administrator would be entitled to a total of seventeen days credit in this District.

7.4.3 Maximum amount of credit entitlement shall be thirty days. To receive such prior unused sick leave credit an Administrator must apply in writing to this District within one month of commencement of employment.

ARTICLE VIII

Other Leaves

8.1 Sickness and Death in the Immediate Family

8.1.1 An Administrator shall be granted up to a total of five days of leave in any one school year without reduction in pay for each serious illness or death in the immediate family.

8.1.2 Immediate family for purposes of this leave shall be deemed to consist of:

Husband	Guardian	Daughter
Wife	Sister	Father-in-law
Mother	Brother	Mother-in-law
Father	Son	"Almost Family"

"Almost Family" shall be a person who has had a long exceedingly close, family-type relationship with the Administrator.

8.2 Leaves of Absence Without Pay

8.2.1 The Board, at its discretion, may grant leaves of absence without pay for periods generally not to exceed one year. The application for such a leave, accompanied by reasons for the request, shall be made to the Board through the Superintendent.

8.2.2 An Administrator granted a leave of absence shall continue to receive the same Health Insurance Benefits provided that the full cost of such benefits shall be paid by the Administrator.

8.3 Jury Duty and Appearance as a Witness

8.3.1 An Administrator shall suffer no reduction from regular pay while serving as a juror.

8.3.2 Where an Administrator is required by subpoena to appear as a witness in a legal or administrative proceeding, the Administrator may apply, and the Superintendent at the Superintendent's discretion may grant the Administrator the same leave privilege to which the Administrator would be entitled while serving as a juror.

8.4 Parental Leave

8.4.1 A leave of absence without pay may be granted to an Administrator by the Board of Education with the recommendation of the Superintendent of Schools for the purpose of child-bearing or child-rearing for a period not to exceed two years.

8.4.2 An Administrator shall give reasonable notice to the District, in writing, that such leave is requested.

a. For adoption, thirty days shall be considered reasonable notice of intent, the effective date to be determined by mutual agreement of the Administrator and the Superintendent or a designee.

b. Four months shall be considered reasonable notice in the event of pregnancy.

c. The effective date for an Administrator's leave under conditions of pregnancy shall be determined by mutual agreement of the Administrator and her physician, subject to verification by a physician designated by the District.

8.4.3 In the event this leave should need to be altered, the date of return will be mutually agreed upon between the Superintendent or a designee and the Administrator.

8.5 Personal Leave

8.5.1 An Administrator shall be entitled, during each school year, to not more than five days of personal leave with pay for a valid purpose. Reasonable notice of intent to use this entitlement shall be given to the Administrator's Immediate Supervisor. It shall be the responsibility of the Administrator to see that the Immediate Supervisor is supplied with the necessary information as to how the Administrator can be contacted while on such a leave.

8.5.2 Personal leave shall not be cumulative from year to year.

8.6 Leaves at Superintendent's Discretion

The Superintendent, at the Superintendent's discretion, is authorized to grant additional leave under unusual circumstances which in the Superintendent's judgment justify such an exception. This discretion applies to personal sickness, serious illness or death in the immediate family and personal leave days.

ARTICLE IX

Vacations

9.1 Administrators shall be entitled to five weeks vacation each year, from July 1st to June 30th. The vacation for any administrator who begins work after July 1st shall be prorated for the remainder of the first year.

9.2 Vacation Schedule

9.2.1 On or before March 31st of each year the Superintendent, after consultation with the Association, shall designate two weeks between July 1st and August 31st when all administrators will be available for work. Vacations may not be taken during these weeks.

9.2.2 Administrators shall be entitled to accrue four weeks per year. Accrued and current year's vacation shall at no time exceed nine weeks.

9.2.3 The following vacation situations require the approval of the Superintendent:

- a. Any vacation exceeding three consecutive weeks (fifteen working days)
- b. Vacations taken during the week immediately preceding the opening of school
- c. Vacation days taken when students are in attendance

9.3 Administrators shall not be permitted to work for double pay instead of taking a vacation.

9.4 The District shall supply each Administrator with a notice of vacation entitlement at the beginning of each school year.

9.5 Upon termination of employment for any reason, an Administrator shall be entitled to receive payment for accrued and unused vacation. Such payment shall not be construed as terminal leave pay. The rate for reimbursement for unused vacation days is twelve-month salary divided by 240 multiplied by the number of vacation days.

ARTICLE X

Paid Holidays

10.1 The following days will constitute paid holidays during the term of this Agreement:

Independence Day	Martin Luther King Day
Labor Day	New Years Day
Columbus Day	Presidents Day
Veterans Day	Memorial Day
Thanksgiving Day	

When one of these holidays or Christmas falls on a weekend, the Superintendent will designate either the preceding Friday or the succeeding Monday as the paid holiday. When a holiday or Christmas falls on Tuesday, the preceding Monday also becomes a paid holiday. When a holiday or Christmas falls on a Thursday, the succeeding Friday also becomes a paid holiday. The above rules do not apply when an aforementioned additional holiday is a workday for teachers.

In addition, Good Friday, the first day of Rosh Hashanah, Yom Kippur, and Christmas are designated as religious holidays. Each administrator

may select any two of these as paid holidays. The remaining two, and all other religious days, will be work days. An administrator may use vacation time for these other religious days, but not personal leave.

If emergencies caused by transportation or utilities breakdown, heating problems or excessive snow days require that the District schools are open on a holiday or holidays in order to meet the State minimum requirement of 180 days of pupil attendance, the District, depending on when the emergency occurs, may open the schools for pupil attendance on Presidents Day or Good Friday, in which event said holidays shall be added to the number of vacation days.

10.2 It is the specific intention of the Agreement and understood by the parties that except for the aforementioned holidays and vacations, Administrators are expected to be on the job throughout the School Year without regard to whether the schools are open for pupil attendance, the various pupil holidays and vacation periods during the School Year not constituting holidays or vacations hereunder except as specifically set forth above.

10.3 Performance of Administrator duties in the District traditionally have not been confined to the so-called normal Teacher School Day, having what has been referred to as a "twenty-four hour" aspect on many occasions, so that there is no clearly defined working day or "office hours." It is the intention of the parties that performance of an Administrator's responsibilities continue on this basis consistent with the high level of responsibility of the Administrator's position, without the necessity of setting forth herein hours, times, etc.

ARTICLE XI

Duties and Responsibilities of Administrators

The Board recognizes each Principal as the chief educational leader in the Principal's school with primary authority and responsibility for matters pertaining to the organization and administration of the building and program, for matters pertaining to all phases of the instruction program, the direction of personnel, and school management, all in harmony with the standards and goals for the schools and the District as directed by and in cooperation with the Superintendent. The Administrator, together with the District staff and the Board shall be responsible for selection and employment of Teachers.

ARTICLE XII

Work Year

12.1 All Administrators shall be employed on a twelve-month basis.

ARTICLE XIII

Assignment, Transfer and Promotion

13.1 Position Elimination

The Association recognizes that the Board has sole discretion for both establishment of additional Administrator positions and elimination of the same. When a position is to be eliminated, notice shall be given in accordance with the following:

13.1.1 The District shall attempt to give such notice on or before May 1st; or

13.1.2 If notice is given after June 1st, shall give not less than sixty days notice, or in lieu of such notice shall continue salary payment for that portion of the sixty days remaining after termination of employment.

13.2 Transfer, Reassignment or Substantial Change in Duties

13.2.1 Any decision to transfer, reassign or substantially change the duties of an Administrator is a function and the responsibility of the Superintendent.

13.2.2 The District shall notify the Administrator being transferred or reassigned not less than thirty days in advance of implementation.

13.2.3 The District shall notify the Association prior to implementation of any substantial change proposed in the duties of any existing administrative position. The Association shall have the opportunity to discuss the proposed change with the Superintendent prior to implementation.

13.3 In the event of an administrative staff vacancy in the District, current Administrators will be interviewed and given equal consideration for such vacancy, the final decision to be at the District's discretion.

ARTICLE XIV

Study for Professional Improvement

14.1 An Administrator who desires to take a credit-hour course offered by colleges for the express purpose of improving professional value to the District as an Administrator, shall make written application to the Superintendent for approval prior to enrolling in any such course.

Approval for such a course shall be at the discretion of the Superintendent and approval or disapproval shall be given to the applicant in writing on a copy of the application.

14.2 Upon successful completion of such a credit-hour course, the Administrator shall be reimbursed by the District of the actual cost to the Administration of the course's tuition (in an amount not greater than the then current Syracuse University charges), student activity fees and lab fees, if any. Tuition vouchers issued to an Administrator shall be used to reduce the cost of tuition.

14.3 To receive reimbursement, the Administrator shall submit to the District a written expense report with proper receipts attached.

14.4 The reimbursement provided for in this Article does not apply to any courses taken by an Administrator while on Sabbatical Leave.

ARTICLE XV

Personnel File

15.1 There shall be a personnel file for each Administrator which shall be kept in the Superintendent's office. Each Administrator shall have the right to review the contents of this file with the Superintendent or a designee. Personnel files shall be kept reasonably up to date by the Superintendent and the Administrator.

15.2 Each Administrator shall be notified in writing of any entry made by the District in the Administrator's personnel file, which notification shall include a copy of the entry. When such an entry is reported to an Administrator, the Administrator may make written exceptions to it, which exceptions shall become part of the file.

15.3 Only those matters affecting the professional performance of an Administrator's duties and responsibilities shall become a part of the personnel file.

ARTICLE XVI

Conferences and Meetings

16.1 Administrators shall be encouraged, and subject to approval of the Superintendent or a designee, shall be granted time to attend meetings and conferences of their professional organizations at the local District, State and National level for the purpose of gaining knowledge and insight to assist them in becoming more effective as Administrators.

16.2 District funds shall be allocated for this purpose dependent on the then current budget situation.

ARTICLE XVII

Performance Objectives, Evaluation, Compensation

17.1 Performance Objectives

Each Administrator has a comprehensive set of job responsibilities. Incorporated within these responsibilities is a set of annual performance objectives. These objectives, which may include personal or professional development program participation, will be established by the Superintendent after discussion with the Administrator. If the Administrator feels the objectives are inappropriate, the Administrator may have a meeting with the Superintendent and another F-M Administrator of the Administrator's choice. After considering the information and rationale presented at the meeting, the Superintendent will establish the performance objectives for the year.

The objectives will be established by August 31st, barring unforeseen circumstances.

17.2 Evaluation

The Superintendent will meet with each Administrator at least once during the school year, barring unforeseen circumstances, to discuss general progress in achieving the performance objectives. At the end of the school year the Superintendent will meet with each Administrator for a final performance evaluation. The Superintendent may utilize the Assistant Superintendent for Instruction and the Assistant Superintendent for Personnel in the evaluation process and may utilize the Principal in the evaluation of an Associate Principal or Assistant Principal.

17.3 Salaries

17.3.1 The salary for any administrator new to the District or any administrator changing position will be determined by the Superintendent.

17.3.2 The salary for an administrator continuing in the same position for 2006/07, 2007/08, and 2008/09 will increase each year by 4.5%, except that the increase may be decreased by up to 2.5% or increased by up to 2.5% based upon the Superintendent's judgment of the administrator's performance for the preceding year. In the event the current superintendent leaves her position on or after April 1st of a school year she shall establish the succeeding year's salary for administrators. In the event she leaves before April 1st of a school year the salaries for administrators shall be renegotiated with the Board of Education.

17.3.3 In addition to salary as specified in paragraphs 17.3.1 and 17.3.2 above, an administrator with a doctorate will receive an additional annual stipend of \$1,200.

17.3.4 Payday Schedule

- a. Administrators shall be paid on a bi-weekly basis.

17.3.5 Disability Insurance

It is agreed that the District will contribute the full amount of the premium for the existing disability insurance for the membership of the Fayetteville-Manlius Administrators' Association.

17.3.6 Retirement Stipend

- a. A retirement stipend shall be made available to administrators. It shall be the product of the administrator's current year salary and the number of years of F-M service (with a maximum of thirty years) and 0.015. Should an administrator retire in the first year of eligibility (without pension reduction penalty), an additional \$25,000 stipend shall be paid. A minimum retirement stipend of \$15,000 will be paid, except in the case the administrator retires after the school year in which he/she becomes sixty-five years of age. This retirement stipend provision becomes null and void for any administrator who retires after the school year in which he/she becomes sixty-five years of age. Retirement age calculation is made by school year (July 1st through June 30th). Any midyear retirement by an administrator nullifies this entire retirement stipend provision for that administrator. Unless notification to retire is made by the end of the first semester of the school year in which the administrator retires the administrator loses eligibility for the retirement stipend. The retirement stipend shall be made as an employee contribution to a 403b carrier chosen by the administrator.

17.3.7 Membership in Professional Organizations

The District shall provide a maximum of \$350 for an administrator's membership in any of the following professional organizations:

- American Alliance for Health, Phys.Educ., Recreation and Dance
- American Association for Counseling and Development
- American Association of Secondary Administrators
- American Educational Research Association
- Association for Moral Education
- Association for Supervision and Curriculum Development
- Delta Kappa Gamma
- Learning Disabilities Association of Central New York
- National Association of College Admission Counselors
- National Association of Elementary School Principals
- National Association of Secondary School Principals
- National Association of Secondary School Principals - Division
of Student Activities
- National Interscholastic Athletic Administrators Assoc.
- National Middle School Association
- New York State Association of College Admission Counselors
- New York State Association for Counseling and Development
- New York State Assoc. for Health, Phys.Educ., Recr. and Dance
- New York State Association for Women Administrators
- New York State Athletic Administrators Association
- New York State Middle School Association
- Phi Delta Kappa
- Syracuse University Principal's Center
- Women in Educational Leadership

The administrator will select those organizations from the above list to which the Administrator wishes to belong.

ARTICLE XVIII

18.1 School Calendar

The District shall confer with the Association in its preparation of the School calendar

18.2 Taylor Law Clause

Sec. 204-a Agreements between Public Employees and Employee Organizations.

"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."

ARTICLE XIX

Term of Agreement

This Agreement shall become effective July 1, 2006 and continue to full force and effect through June 30, 2009.

ARTICLE XX

Entire Agreement

This Agreement contains the entire agreement between the parties on the subject matter set forth herein and may be modified or amended only by written agreement of the parties.

FAYETTEVILLE-MANLIUS SCHOOL
DISTRICT

DATED: 14 Dec 05

BY: 
Corliss Kaiser

FAYETTEVILLE-MANLIUS
ADMINISTRATORS' ASSOCIATION

DATED: 14 Dec '05

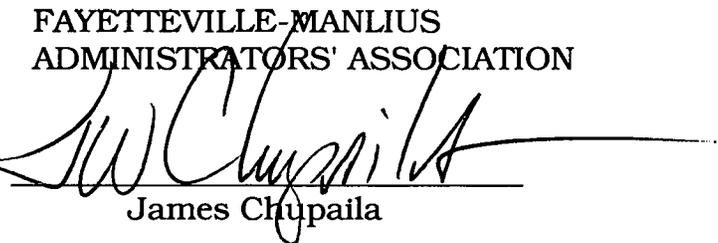
BY: 
James Chupaila

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