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Union: **Frankfort-Schuyler Central Administrators Association**

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AGREEMENT

between the

Superintendent

of the

Frankfort-Schuyler Central
School District

and the

Frankfort-Schuyler Central
Administrators' Association

July 1, 2010 – June 30, 2013

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THIS AGREEMENT made and entered into this 13th day of July 2006, by and between the Board of Education of Frankfort-Schuyler Central School District, herein called the Board, and the Frankfort-Schuyler Administrators' Association, herein called the Association, is of these terms.

WHEREAS, the Board on the 5th day of March, 1969, by resolution duly adopted and recognized the Association as the employee organization authorized to represent all persons employed by the Board in the Principals' negotiating unit established by the Board, and granted the Association all rights established for a recognized employee organization by Article 14 of the Civil Service Law (also known as the Taylor Act); and

WHEREAS, pursuant to statute negotiating teams of the association and the Board have met and agreed upon proposals to be submitted to the membership of the Association and to the Board for approval, and have agreed that upon approval by the Association and the Board, that the Agreement shall be executed by both parties and the Board shall take such action as is necessary to make the proposals in the agreement official policy of the Board and that said agreement as executed shall become the contract governing salaries, wages and terms and conditions of employment for all persons in the Administrators' negotiating unit for the school year 2010-2013.

ARTICLE I RECOGNITION AND DUES DEDUCTION

- A. The Frankfort-Schuyler Board of Education recognizes the Frankfort-Schuyler Central Administrators Association as the exclusive bargaining agent and representative for all administrative and supervisory personnel of the Frankfort-Schuyler School District, as noted in Article 2.
Excluded from this recognition are the Superintendent, the Business Administrator, the Supervisor of Buildings and Grounds, and the Cafeteria Manager.
- B. The District shall deduct from the salary of each administrator, who so authorizes in writing on an agreed upon form, dues for the membership in the Empire State Supervisors and Administrators Association and shall promptly transmit the deduction to the Association.

ARTICLE II SALARY SCHEDULES

The "Salary Schedule" attached hereto as Addendum A shall govern the payment of salary for the 2010-2011, 2011-2012, and 2012-2013 school years.

Positions indicated in the "Salary Schedule" shall be understood to have the following work year:

Elementary Principals	12 months
Middle School Principal	12 months
High School Principal	12 months
Assistant Principals	12 months
Director of Student Support Services	12 months
CSE Chairperson	10 months

**ARTICLE III
HEALTH INSURANCE**

- A. The Board will pay 100% of the employees' health insurance cost and 90% of the employees' dependent health insurance program consisting of a plan with coverage equal to or better than the plan in effect on 6/30/90. \$10,000.00 Life Insurance, \$10,000.00 Accidental Death and Dismemberment. Comprehensive Medical Care benefits which consist of \$100.00 per calendar year deductible for individuals and \$200.00 deductible for family, a lifetime major medical maximum of \$1,000,000.00. Prescription drug rider co-pay will be \$5 generic; \$10 brand name; \$0 mail order generic; \$20 mail order brand name – 90 day supply.
- B. Employees hired after 7/1/93 will pay 10% of individual and 25% of employee dependent health insurance premium cost.
- C. Effective 7/1/94, for all employees hired prior to 6/30/93, the Board will pay 100% of the individual and 85% of the employee=s dependent health insurance premium.
- D. Effective 7/1/93, the District will implement the pre-tax plan (IRS 125 Plan).
- E. ~~The Board of Education may unilaterally decide to change its insurance policy or carrier, however, any new plan must be equivalent in coverage or better than the plan named in this contract.~~ The District reserves the right to change carriers or to self-insure at any time so long as all benefits of the new plan are equal to or better than the existing coverage in effect on June 30, 2010 and consists of substantially equal benefits. The parties agree that a change to self-insurance in and of itself does not constitute cause to challenge such a proposed plan change as a grievance or improper practice. The parties agree to establish a joint health insurance committee and a representative of the Association will be a member of the committee.
- F. Health Insurance Opt-Out

All employees who have health insurance coverage as of 6/30/93 will have an option to buy out of the health insurance coverage, as long as they and/or their

family continue to have health insurance coverage elsewhere. The buy-out will be as follows:

For opting out of the family or individual plan and carrying no insurance with the District, the District will share the savings on that portion of the insurance premium that the District would be otherwise obligated to pay, equal to 25% of the premium, with the employee. Any employee who has elected to opt out from coverage may rejoin the program immediately without being subjected to any exclusions based on pre-existing conditions, upon the occurrence of any of the following events:

1. Death of covered spouse;
2. Divorce from covered spouse;
3. Loss of spouses' coverage for any other reason.

In the event that the employee elects to rejoin the program at any other time, such employee will be limited to rejoining during the window periods as set forth by the Plan.

Under no circumstances will an employee who has opted out from the health insurance program under the provisions of this section, suffer any loss of health coverage upon re-entry in the health insurance program.

Nothing contained herein shall preclude an employee who has elected to opt out of the program from rejoining the health insurance program, and carrying such health insurance benefits into retirement, the same as if such employee had maintained active status in the health insurance program for a period in which he/she elected to opt out from coverage.

- G. An individual's contribution toward the health insurance premium in retirement will be equivalent to the percentage level paid as an active employee of the bargaining unit at the time of retirement. Employees hired after June 30, 2006 must have ten (10) years of continuous participation in the District's health insurance as an active employee to be eligible for health insurance in retirement.

ARTICLE IV DENTAL PLAN

- A. The Board shall pay 100% of the cost of the individual's coverage for employees electing to participate in the American Medical Insurance Company Dental Plan (A.D.D 5) which consists of Program B coverage of Crowns, Periodontics, and Prosthetics and Program C Coverage of Basic and Orthodontic.

Employees electing spouse coverage will contribute \$135.60 annual premium and those electing family coverage will contribute \$167.40 annual premium.

- B. The Board of Education may unilaterally decide to change its insurance policy or carrier, however, any new plan must be equivalent in coverage or better than the plan named in this contract.

**ARTICLE V
PERSONAL VANDALISM INSURANCE**

Effective July 1, 1984, the Board will cover all unit members with personal vandalism insurance coverage.

**ARTICLE VI
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.

**ARTICLE VII
NEGOTIATION PROCEDURES**

Negotiations for a successor agreement shall begin no later than March 15th of the final year of this agreement. This date will be modified by consent of both parties.

**ARTICLE VIII
VACATIONS AND WORK YEAR**

The work year for all employees shall be twelve (12) months and shall include:

- A. 10 days of vacation for 6 months to 1 year of service.*
- B. 20 days of vacation for 1 to 3 years of service.
- C. 25 days of vacation for 3 to 5 years of service.
- D. 27 days of vacation for 5 to 10 years of service.
- E. 30 days of vacation for 10 years plus of service.

The Superintendent may grant an extension by June 1st for up to two weeks vacation to be used by September 1st.

Unused vacation days will accumulate as sick days.

* The full two weeks are at the Superintendent's discretion.

**ARTICLE IX
PAYROLL DEDUCTIONS AND PAY OPTIONS**

Shall be granted to employees in accordance with the terms of the contract between the Board and the Frankfort-Schuyler Teachers' Association.

**ARTICLE X
TRAVEL EXPENSES**

An employee who reports to two (2) or more schools on any one (1) day as part of his regular assignment will be paid traveling expenses at the IRS Rate provided that one of the schools is the West Frankfort School.

**ARTICLE XI
TUITION REIMBURSEMENT**

- A. Each employee will receive tuition reimbursement for up to two job-related courses per year.
- B. The full maximum allowance of up to \$500 for each graduate course will be paid by the District.
- C. If the employee leaves the District within three (3) years of receiving reimbursement, they will be required to repay a proportional amount of 1/3 per year for each year worked less than 3 years.

**ARTICLE XII
TERMINAL LEAVE PAY**

12.1 Terminal leave pay will be based upon the accumulated sick leave as follows:

- A. To be eligible for terminal pay, an employee must have a minimum of ~~ten (10)~~ five (5) ~~continuous~~ years of continuous service in the Frankfort-Schuyler Central School District and be eligible to retire under definitions of the New York State Education Retirement System. The provision of five (5) years of continuous service will sunset on June 30, 2013 and the requirement that an individual have ten (10) years of continuous service in the Frankfort/Schuyler Central School District will be reinstated.
- B. To be eligible for a terminal leave payment, an employee must give a minimum of six (6) months notice to the Board of Education prior to the effective date of the retirement. An employee who ~~no later than May 1st of the school year prior to the year of retirement,~~ makes such application of intent to ~~so retire to the Board of Education,~~ will be granted ~~twenty-five~~

dollars ~~(\$25)~~ forty dollars (\$40) per day up to a maximum of 300 of the unit members accumulated sick leave days. This total sum will be applied as part of the Administrator's salary during the last year of employment.

- C. The employee must retire from the Frankfort-Schuyler Central School System upon completion of the year in which he received the terminal leave pay as part of his regular salary.
- D. ~~An employee must make this request for Terminal Leave Pay not later than May 1st of the school year prior to the year of retirement.~~

12.2 The time limits in "D" "B" above may be waived in cases of emergency situations or catastrophic illness at the discretion of the Board upon recommendation of the Superintendent.

ARTICLE XIII LEAVE POLICIES

13.1 Sick Leave

A. Personal/Family Illness

1. During the term of this contract, each employee employed by the District will be allowed eighteen (18) days of sick leave, to be credited on the first day of employment in each school year. This leave may be used for personal or family illness. If the employee does not use the full amount of allowed sick leave in any school year, the amount not used shall be accumulated from year to year with unlimited accumulation.
2. Sick leave shall be paid at the then current salary, and absence for illness on holidays shall not be counted against accumulated sick leave.
3. An employee who has been paid for sick leave and then leaves the system before completion of the school year shall have sick leave not earned deducted from the last month's salary.
4. An employee who has exhausted all accumulated sick leave may be granted up to 35 more sick leave days upon recommendation by the Superintendent and approval of the Board.
5. When hired to a position in this bargaining unit, the appointee will receive credit for one half of the accrued sick leave on record from

his/her previous employer/position if such position was with a school district.

13.2 Death in the Family

1. Four (4) school days with pay for death in the immediate family.
2. One (1) day with pay for death in the family (other than immediate) and close friends, as determined by the Superintendent of Schools.

NOTE: Immediate family shall include wife, husband, children, parents, sisters, brothers, parents-in-law and grandparents. Other than immediate family shall include aunts, uncles, and in-laws other than parents.

13.3 Personal Leave Days

Three (3) personal days per year, without prior approval, shall be given by the Superintendent provided notice is given, whenever possible, forty (40) hours in advance (by 4:00 p.m. on Thursday for personal leave taken on following Monday). Two (2) additional personal days shall be given by the Superintendent in the event any employee adopts a child. If any of the aforementioned three (3) personal days are unused by the employee during the school year, such unused days shall accrue to the employee's sick leave accumulation at the beginning of the next school year. Personal leave days to be used before or after a holiday, before or after a vacation period or prior to a termination, will require advance written approval of the Superintendent.

ARTICLE XIV ADDITIONAL DUTIES

If any unit member is assigned an additional position, or to work in more than one building, that person's salary shall be reopened for the negotiation of an additional salary increase. This shall not apply to any duties or work resulting from the abolishment of the Assistant Principal position. Any such duties shall revert to existing unit members.

ARTICLE XV ABOLISHMENT OF POSITION

An employee will be notified by April 1, if their position is to be abolished on or after July 1, unless there are extenuating circumstances that would prevent such notification.

ARTICLE XVI GRIEVANCE PROCEDURES

16.1 Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be without any fear of discrimination because of its use. Informal settlement at any stage shall bind the aggrieved party to the settlement but shall not be a precedent in a later grievance proceeding.

16.2 Definitions

- a. A "grievance" is any alleged violation of the contract or any dispute with respect to the contract's meaning or application.
- b. An "employee" is any person in the negotiating unit as defined in this contract.
- c. An "aggrieved parts" is (1) an employee or group of employees who sign and submit a grievance, or (2) the Association as a whole.

16.3 Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to solve it informally.
- b. Each grievance shall be submitted in writing and shall identify the aggrieved party; the provision of this contract involved in this contract involved in the grievances; time when and the place where the alleged events or conditions constituting the grievance existed; the identity of the person, if known to the aggrieved party, responsible for causing such event or conditions; a general statement of the grievance and redress sought by the aggrieved party; and the signature of the aggrieved party or parties.
- c. A grievance shall be deemed waived unless it is submitted within twenty (20) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d. 1. An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to the Chief School Administrator.

2. The organization may submit any grievance that relates to the organization as a whole and shall submit such grievances to the Chief School Administrator.
3. The aggrieved party is entitled to representation by a person or organization of his choice at every step of the grievance proceeding.

16.4 Procedure

- a. The Chief School Administrator or his designated representative shall confer with the aggrieved party a written statement of his position with respect to it no later than fourteen (14) calendar days after it is received by him.
- b. In the event the aggrieved party is not satisfied with the statement of the Chief School Administrator with respect to a grievance, he may within twenty (20) calendar days after receiving such statement, submit the grievance to the Board of Education, and the Board of Education, providing it receives at least fourteen (14) calendar days notice, shall review the grievance and render a decision to the Association within fourteen (14) days after the date the Board has reviewed the grievance.
- c. The decision of the Board of Education will be final and not subject to arbitration.

ARTICLE XVII PERSONNEL FILES

An administrator shall have the right, at a mutually agreeable time to review the contents of his/her personnel files, and to have a representative of the Association accompany the administrator in such review. The administrator shall be entitled to a copy of the materials in the file at the time of review.

No material derogatory of an administrator shall be placed in the administrator's file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he/she has had an opportunity to review the material by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents of the material. The administrator will also have the right to submit a written response to the material and his/her response will be reviewed and initialed by the Superintendent, and attached to the file copy.

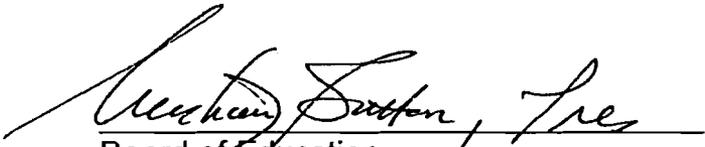
**ARTICLE XVIII
PROFESSIONAL DEVELOPMENT**

In each year of the Agreement, each administrator will be allotted up to \$300 per year to be used by the administrator for professional development or for professional organization membership (that would include ESSAA) with the approval of the Superintendent. This amount, not added to salary base, shall be paid to the administrator as soon as possible after approval is granted. If the administrator designates the allotment to ESSAA, that designation shall be in writing to the Superintendent, and the amount shall be deducted from the amount of dues check-off to be taken from the administrator's salary.

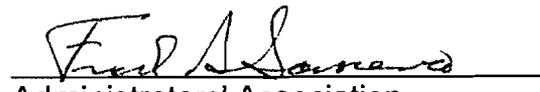
ARTICLE XIX

The parties agree that this agreement shall govern wages, salaries, terms, and conditions of employment of persons employed by the District in the Administrators' negotiating unit for the school year commencing July 1, 2006. 2010.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers the day and year above written.



Board of Education
Frankfort-Schuyler Central School District



Administrators' Association
Frankfort-Schuyler Central School



Superintendent of Schools
Frankfort-Schuyler Central School District

Dated: January 14, 2011

ADDENDUM A

SALARY CALCUATION PAGE TO BE DELETED

SALARY SCHEDULE

- A. Effective July 1, 2010 all returning employees will receive a 2.0% raise.
Effective July 1, 2011 all returning employees will receive a 2.0% raise.
Effective July 1, 2012 all returning employees will receive a 2.0% raise.

- B. Longevity steps of \$650 will be granted as follows:

5 years = \$650

10 years = \$650

15 years = \$650

20 years = \$650

Years of service are credited for time worked in the district except those hired after 7/1/91, then years of service will be credited as time worked in a title covered by this agreement.

DELETE

**MEMORANDUM OF AGREEMENT
DATED 6/15/06
CONCERNING Melinda Marley**

ADDENDUM B

AGREEMENT Between The Frankfort-Schuyler Central School District And the Frankfort-Schuyler Central Administrators' Association

403(b) Non-elective Employer Contribution

The undersigned parties hereby agree as follows:

1. **Notwithstanding Section 209-a of the Civil Service Law**, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement and shall expire (Sunset) with the expiration of the current collective bargaining agreement on June 30, 2013, **unless the parties specifically agree in writing to extend it.**

2. **Remittance**

The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article XII of the negotiated agreement in the form of a Non-Elective Employer Contribution. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.

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

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

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the internal *Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution: and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employee's Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

5. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer

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

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

Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

6. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as ~~non-regular compensation~~ termination pay to the New York State Teachers' Retirement System.
7. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s), which conform, as closest as possible, to the original intent of the parties.
8. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. **Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising from the provider's acts or omissions with respect to the 403 (b) program, except for that which is due to the fault of the District or its employees.**
9. **Both the Employer and the Employee** shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.
10. In agreeing to adopt (and/or modify) the Employer Non-Elective contribution described in this MOA, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association or other parties, and their employees and agents.
11. 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 additional funds therefore shall not become effective until the appropriate legislative body has given approval.

For the Frankfort-Schuyler Central
Administrators' Association

For the Frankfort-Schuyler Central School District

Frank A. Saraceno

Robert F. Reina

Date January 14, 2011

Date January 14, 2011

Date