

AGREEMENT

Between

Fayetteville-Manlius School District And

Fayetteville-Manlius Administrators' Association

July 1, 2021 through June 30, 2024

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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, 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, Executive Principals, Associate Principals, Assistant Principals; Director of Physical Education and Athletics, Director of Counseling Services, and Director of Instructional Technology
- 2.6 Teacher – Employees represented by the Fayetteville-Manlius Teachers Association under its Collective Bargaining Agreement
- 2.7 School Year – The period from July 1 - June 30
- 2.8 Academic Year – The period from September 1 - June 30
- 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 1 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 during 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 with the discretion of the Board.
- 5.2 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 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 grievance procedure is prompt, impartial and fair. 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 the 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 15, the parties shall use their best efforts to complete processing thereof prior to the end of the School Year.
- 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 a 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 President, 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 for personal illness shall be credited to the account of the Administrator at the beginning of each succeeding School Year.
- 7.1.2 Sick Leave for personal illness may be cumulative up to a maximum of 240 sick days for twelve- month employees.

7.2 Written Statement of Accrued Sick Leave

By July 15 the Superintendent or a designee shall supply each Administrator with a written statement specifying the number of days of sick leave used during the previous School Year and the total number of accumulated days of sick leave.

7.3 Request Physician's Certificate

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 serious illness or death in the immediate family. If an administrator has exhausted his/her serious family illness days for a particular school year, he or she may use up to twenty (24) personal sick days of that year's allotment in instances of family illness.

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

- Spouse / Partner
- Parent / Guardian
- Sibling
- Child
- Mother- and Father-In-Law
- "Almost Family"

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

"Almost Family" shall be a member of the household residing with the administrator and/or his immediate family.

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 of vacation each year, from July 1 to June 30. The vacation for any administrator who begins work after July 1 shall be prorated for the remainder of the first year.

9.2 Vacation Schedule

9.2.1 On or before March 31 of each year the Superintendent, after consultation with the Association, may designate two weeks between July 1 and August 31 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 The District shall supply each Administrator with a notice of vacation entitlement at the beginning of each school year. By July 15 the Superintendent or a designee shall supply each Administrator with a written statement specifying the number of vacation days used during the previous School Year, and the total number of accumulated days of vacation leave.

9.4 Vacation Buy-Back

- 9.4.1 Upon termination of employment for any reason, an administrator shall be entitled to receive payment for accrued and unused vacation days. 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. Payment will be made by the District to the employee no more than 30 days after the date of resignation.
- 9.4.2 If an administrator provides notice prior to November 1 of the year in which the administrator's employment is terminated, the administrator will be entitled to request and receive payment for up to half of his/her accrued and unused vacation days to be paid prior to December of that year. The remaining vacation balance will be paid in the last paycheck.
- 9.4.3 The District will buy back up to ten (10) vacation days, per school year, at the Administrator's request. Administrators shall notify the Superintendent in writing of their intent to sell vacation days prior to June 1 of each fiscal year. Such days shall be compensated at the Administrator's per diem rate.

ARTICLE X: Paid Holidays / Emergency Closing Days

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

Independence Day	Thanksgiving Day	Presidents Day
Labor Day	Christmas Day	Memorial Day
Columbus Day	New Year's Day	
Veterans Day	ML King, Jr. 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, and the first day of Rosh Hashanah, and Yom Kippur are designated as religious holidays. Each administrator may select any two of these as paid holidays. The remaining day, and all other religious days, will be work days.

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 President's 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.
- 10.4 Emergency Closing Days: Administrators shall not report to school when schools are not in session due to severe weather conditions or similar emergency closings unless teachers and/or staff are directed to report to work.

ARTICLE XI: Duties and Responsibilities of Administrators

- 11.1 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 Principal, together with the District staff and the Board shall be responsible for selection and employment of Teachers.
- 11.2 The District and the Association have a mutual desire to lead and move our district forward.

The Superintendent will provide the Association with focus where leadership will be needed.

The expectations may include:

- Review current research, attend relevant professional development opportunities to be able to provide turn-key training and support/coordination to the District
- Attend meetings as assigned
- Become a member, if asked by the Assistant Superintendent for Instruction, of the Professional Development team and assist in the planning of professional development day activities
- Work with department leaders, instructional supervisors and subject coordinators so that they can conduct professional development and on-going discussions with their department

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 1; or
 - 13.1.2 If notice is given after June 1, 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 will be 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 Administrator of 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: Evaluation

- 17.1 A mutually agreed upon Memorandum of Understanding regarding administrator evaluation under Education Law 3012-c (and subsequent iterations thereafter) will be continually developed cooperatively between the District and Association.

ARTICLE XVIII: Compensation

- 18.1 Salaries
 - 18.1.1 The salary for any Administrator new to the District or any administrator changing position will be determined by the Superintendent.
 - 18.1.2 Administrators continuing in the same position will have a 3.65% increase applied to their base salaries each year of the contract.
 - 18.1.3 In addition to salary as specified in paragraphs 18.1.1 and 18.1.2 above, an Administrator with a doctorate will receive an additional annual stipend of \$2,000.

- 18.2 Longevity for Service in Position
Administrators shall be paid a yearly non-elective employer contribution to the employee's 403(b) account (not included in base salary) based on their length of continuous years of service in a particular administrative position at Fayetteville-Manlius as follows:

5 years of consecutive service in the same particular position:	\$500/yr
10 years of consecutive service in the same particular position:.....	\$1,000/yr
15 years of consecutive service in the same particular position:.....	\$1,500/yr
20 years of consecutive service in the same particular position:	\$2,000/yr

The stipend will be paid as a non-elective employer contribution to the employee's 403(b) account. The above stipends are non-cumulative (i.e., an individual who has completed ten years of service in the same administrative position would receive a \$1,000 stipend but would no longer receive the \$500/stipend that was received for years five through nine.) **Fifty percent of the payment will be deposited into the employee's 403(b) account by the end of December in a calendar year and the remaining 50% will be deposited by the end of June. If an employee's service is ended prior to the payment dates, no payment will be deposited.**

18.3 Payday Schedule
Administrators shall be paid on a bi-weekly basis.

18.4 Reimbursement for Cell Phone Usage
It is mutually understood that communication between administrators is necessary beyond the typical school day. In order to maintain dependable communication outside the school day, the District agrees to compensate those administrators who can verify that they have a wireless cell phone at a rate of \$30/month. This reimbursement will be paid quarterly. Each administrator who wishes to be reimbursed in this manner must provide a bill annually. This must be submitted with the claim form for the first quarter of each fiscal year. When a new administrator is hired, she/he may submit a bill with their first claim form.

Because email communication is widely used as a tool between the stakeholders of the district, the ability to send and receive email communication when not by a computer is also a vital tool for administrators. If administrators can demonstrate that they subscribe to a data package which will allow them to retrieve email on their cell phones, an additional \$30/month reimbursement will be paid. The required proof and payment disbursement noted in the last paragraph would also apply to this reimbursement.

18.5 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.

18.6 403(b) Contributions

18.6.1 The District shall make payroll deductions for 403(b) contributions in accordance with the applicable payroll deduction authorization for each Administrator.

18.6.2 The District will contribute \$1,500, by the conclusion of each year to a qualified tax sheltered annuity selected by the Administrator. **Fifty percent of the payment will be deposited into the employee's 403(b) account by the end of December in a calendar year and the remaining 50% will be deposited by the end of June. If an employee's service is ended prior to the payment dates, no payment will be deposited.**

ARTICLE XIX: Insurance

19.1 Health and Dental
The District shall provide a shared-cost hospitalization and medical insurance plan, as well as a dental insurance plan to all administrators. The contribution shall be a percentage of the premium; individual coverage five percent (5%), dependent coverage twenty percent (20%).

19.2 Vision
A vision care plan shall also be provided. The contribution shall be a percentage of premiums: individual coverage zero percent (0%), dependent coverage ten percent (10%).

19.3 Prescription
Effective July 1, 2021, administrators will have a 3-tier prescription plan in which Brand will be \$30, Preferred \$15, and Generic \$5.

ARTICLE XX: Retirement

20.1 Retirement Stipend

20.1.1 Eligibility and Amounts

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. A minimum retirement stipend of \$15,000 will be paid. Should an Administrator retire in the first year of eligibility (without pension reduction penalty), an additional **first year of retirement eligibility incentive** \$25,000 shall be paid.

Retirement age calculation is made by school year (July 1 through June 30). Any mid-year retirement by an Administrator nullifies this entire retirement stipend provision for that Administrator.

Notification to retire must be made by the end of the first semester of the school year in which the Administrator retires; or the Administrator loses eligibility for the retirement stipend.

20.1.2 Retirement Notice Options

- a. If an Administrator files an irrevocable letter of resignation for the purpose of retirement prior to November 1 of his/her last year of employment, the District will pay his/her retirement stipend in two (2) payments. The District will make one payment no later than December 30 and one payment no later than June 30 of that school year into the Administrator's 403(b) account up to the maximum allowable contribution.
- b. If an Administrator files an irrevocable letter of resignation for the purpose of retirement prior to November 1 of his/her second year before the effective date of retirement, the District will pay his/her retirement stipend over the last two years of his/her employment. The District will make one payment no later than June 30 in each of those two years into the Administrator's 403(b) account up to the maximum allowable contribution in each year.
- c. If an Administrator files an irrevocable letter of resignation for the purpose of retirement prior to November 1 of his/her third year before the effective date of retirement, the District will pay his/her retirement stipend over the last three years of his/her employment. The District will make one payment no later than June 30 in each of those three years into the Administrator's 403(b) account up to the maximum allowable contribution in each year.

20.2 Retirement 403(b) Contributions

Any payment to an Administrator pursuant to the above retirement provisions will be paid as a non-elective employer 403(b) contribution deposited into a 403(b) account chosen by the Administrator. If the amount owed to an Administrator exceeds the amount allowable under law for contribution into a 403(b) account, then the District will contribute the maximum allowable each year until the balance is exhausted.

20.3 Health and Dental Insurance

An Administrator who retires from the District shall be entitled to maintain existing health,

dental, and vision benefits. For individual coverage the retiree shall contribute on the same basis as an active Administrator. If the retired Administrator’s coverage at the time of retirement included coverage for a spouse, said spouse shall have the option, in the event of the death of the insured Administrator prior to age 65, of maintaining his/her coverage to age 65, and shall pay the full cost thereof.

20.3.1 Administrators shall receive an additional annual District contribution of \$3,500 toward the cost of family health insurance coverage in retirement until he/she either reaches the age of Medicare eligibility or drops family health insurance coverage during retirement, whichever occurs first. To be eligible for this benefit, an Administrator must satisfy the following criteria:

20.3.2 Have a minimum of ten (10) consecutive years of service as an Administrator for the District which concludes in retirement from the District under NYS TRS rules. Administrators who qualify for and decline the **first year of retirement eligibility incentive** in section 20.1.1, shall, in addition to the \$3,500 annual District contribution in paragraph “1” above, receive an additional annual District contribution of \$4,000 toward the cost of family health insurance coverage in retirement until he/she either reaches the age of Medicare eligibility or drops family health insurance coverage during retirement, whichever occurs first. To be eligible for the additional annual district contribution in this paragraph, an Administrator must satisfy the following criteria:

- a. Have a minimum of ten (10) consecutive years of service as an Administrator for the District which concludes in retirement from the District under NYS TRS rules; and
- b. Be eligible for and decline the Additional First Year of Retirement Eligibility Incentive set forth in section 20.1.1 of the collective bargaining agreement.

20.4 Pay For Sick Days Upon Retirement

Association members who retire from the District shall be able to convert their sick days, up to a maximum of 240 days, to a stipend according to the following schedule:

Completed years of district service	Value of days
0-5 years	\$25
6-10 years	\$30
11-15 years	\$35
16-20 years	\$40
21-25 years	\$45
26-30 years	\$50
31 or more years	\$55

The stipend will be paid into a 403(b) account chosen by the Administrator no later than 30 days after the retirement date. If the 403(b) cap has been reached for that calendar year, the district will pay the remainder in January of the new calendar year.

ARTICLE XXI: Miscellaneous

21.1 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, Physical Education, Recreation and Dance
- American Association of Secondary Administrators
- American Educational Research Association
- American School Counselors Association
- Association for Moral Education
- Association for Supervision and Curriculum Development
- Delta Kappa Gamma
- Learning Disabilities Association of Central New York
- National Association for College Admission Counseling
- 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 Association
- National Middle School Association
- New York State Association for College Admission Counseling
- New York State Association for Health, Physical Education, Recreation and Dance
- New York State Association for Women Administrators
- New York State Athletic Administrators Association
- New York State Middle School Association
- New York State School Counselors 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.

21.2 School Calendar

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

21.3 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 therefor, shall not become effective until the appropriate legislative body has given approval."

ARTICLE XXII: Term of Agreement

This Agreement is approved with an effective date of July 1, 2021 and will continue in full force and effect through June 30, 2024.

ARTICLE XXIII: 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 District and the Association.

All other proposals, not specifically identified above, are heretofore withdrawn by both parties.

Dated: 6-15-2021

Fayetteville-Manlius Central School District

By: 

Dr. Craig J. Tice
Superintendent of Schools

Dated: 6/15/2021

Fayetteville-Manlius Administrators Association

By: 

Dr. Ray Kilmer
FMAA President