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Contract Database Metadata Elements

Title: **Marcus Whitman Central School District and Marcus Whitman Administrators Association (MWAA) (2015)**

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Union: **Marcus Whitman Administrators Association**

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Agreement

between the

Superintendent of Schools

of the

Marcus Whitman Central School District

and the

Marcus Whitman Administrators Association

July 1, 2015 through June 30, 2018

**Article I
Term of Agreement**

The term of this agreement shall be from July 1, 2012 to June 30, 2015.

**Article II
Salaries and Benefits**

A) Salary

For the 2015-16 school year, each administrator shall receive 2.50% increase to the base salary.
For the 2016-17 school year each administrator shall receive 2.50% increase to the base salary.
For the 2017-18 school year each administrator shall receive a 2.50% increase to the base salary.

B) Health Care Program:

Effective July 1, 2015 the district will offer the following health insurance plans.

1. The District has a group health care program furnished by the Finger Lakes Area School Health Plan (FLASHP) called Blue Point 2 Extended (High Option) with an employee co-pay of \$5 for doctor visits and a prescription drug plan that provides a \$5 generic/\$20 preferred brand name and \$35 non preferred brand name drug coverage.
2. The District shall provide a FLASHP Blue Point Plan Select with an employee co-pay of \$15 for doctor visits and a prescription drug plan that provides a \$5 generic/\$20 preferred brand name and/\$35 non preferred brand name drug coverage. This plan shall be known as the **Base Plan**.
3. The District shall provide a FLASHP plan called Healthy Blue plan, \$15-\$150 IP/\$75 OP with drug plan \$5 generic/\$25 preferred/\$50 non preferred drugs. Existing unit members can enroll in the Healthy Blue plan at an open enrollment period as set out by the plan.
4. For all unit members the District agrees to contribute to the health care program as follows:
 - a. The District agrees to pay eighty-three percent (83%) of the cost of the **base plan** and the unit employee shall pay seventeen percent (17%) employee contribution which is the remainder of the cost of the **base plan** by payroll deductions.

A unit employee may apply the District's contribution of 83% to purchase another Blue Point plan or the Healthy Blue Plan, and the unit employee's dollar contribution could be less or more than it would be by taking the base plan.

In this process of purchasing any other plan offered by the District that is less expensive than the base plan, the District will in no case pay more than 100% of the cost of the plan.

The unit member may choose to enroll in a more expensive plan and shall pay the difference between the District's contribution to the base plan and the more expensive plan.

5. Where the District employs a husband and wife, the District will only be obligated to provide and pay contributions for one (1) family health care insurance premium. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such case the District agrees to pay the full premium cost for the family plan.

In such a case neither husband nor wife is eligible for the opt out payment for declining participation in the District's health care program.

6. Eligible unit employees may change health care program coverage during the open window period as set by the insurance carrier.
7. Dental Plan. The District currently offers a dental care plan under which any eligible unit member may join. Each unit member who enrolls in the dental plan shall pay fifty percent (50%) of the cost of the annual premium by payroll deductions.
8. Opt-Out Payment. A unit employee who is eligible for health care coverage and who elects not to join the health care plan shall receive an annual payment of \$3,000 from the District. This amount shall be prorated for any partial year.

This election to opt out is made because the unit member is eligible for duplicate health care coverage elsewhere through the employment of a spouse or the unit member is otherwise covered.

The unit employee is to make his/her election on the District's form and submit it during April of each year. Each subsequent year, the unit employee must make an election so as to notify the District of his/her intention with regard to participation in the health care program. This election to opt out will operate unless there occurs a qualifying event under which the unit employee may rejoin the health care plan such as death, divorce, or loss of other health care coverage.

9. The District agrees to administer flexible spending accounts for unit members where the unit member segregates out a certain amount of money from payroll checks to be used for the payment of his/her portion of the cost of the health care program and for qualified medical expenses that are not reimbursed. These flexible-spending accounts will operate in full compliance with any applicable federal and state laws.
10. The parties note the existence of the Family and Medical Leave Act (FMLA) including those portions that address the payment of health care insurance premiums during periods of qualified FMLA leave. The parties agree to extend the provisions of FMLA to all unit members.

C) Graduate Tuition Reimbursement

1) Administrators shall be reimbursed graduate tuition for successfully completed graduate work. Up to twelve (12) graduate hours may be reimbursed in a fiscal year; course work must be relevant to the administrator's assignment.

D) Retirement Incentive

Administrators may choose between two options at retirement.

Option A

Administrators must have ten (10) consecutive years of service to the district.

Administrator must be 55 years of age.

1) Unused sick leave shall be reimbursed at the time of an retirement at the rate of \$65 per day, or at the rate provided in the MW Teachers Association contract, whichever is higher.

2) Unused vacation and personal days may be accrued to a combined maximum of thirty-two (32) days, which are referred to as administrator's days. The district will pay the administrator for these administrative days at the time of retirement at the per diem rate of the administrator.

3) The retirement incentive at age 55 or older will be a lump sum payment of \$35,000. The administrator will have the option of receiving the salary benefit as a lump sum payment or have it placed in a 403b account. The amount can be divided into a cash payment and a 403b investment.

- To qualify for this incentive the administrator must provide an irrevocable letter of resignation for the purpose of retirement during the year in which he/she turns 55.
- The actual date of retirement will be at the discretion of the superintendent in consultation with the administrator.

Option B

An administrator may forego Option A and opt to receive a Retirement Health Insurance benefit instead. The benefit will be available to the retiree for no more than 10 years, or until the retiree qualifies for Medicare.

The Administrator must have ten (10) consecutive years of service to the district, be 55 years of age, qualify for retirement under the NYS Teachers retirement system, and have accrued a minimum of 100 sick days at the time of retirement to become eligible to receive a health insurance benefit.

The benefit provides a payment toward the cost of health insurance using the same formula used to calculate the health insurance benefit for teachers. The benefit is calculated on the District contribution toward the cost of a single base plan policy at the time of retirement.

The formula:

- After 10 years in the District, a member would be entitled to 40% payment of the benefit toward a single health policy as of June 30th of the year of retirement.
- After 15 years in the District, a member will be entitled to 50% payment of the benefit toward a single health policy as of June 30th of the year of retirement.
- After 20 years in the District, a member will be entitled to 60% payment of the benefit toward a single health policy as of June 30th of the year of retirement.
- After 25 years in the District, a member will be entitled to 70% payment of the benefit toward a single health policy as of June 30th of the year of retirement.
- After 30 years and beyond a member will be entitled to an 80% payment of the benefit toward a single health policy as of June 30th of the year of retirement.
- In addition, a member will get credit of an additional 1% for every ten sick days accumulated. If a member has enough sick days to exceed 100% of the District's contribution, then the member will receive a credit of .5% for every ten sick days accumulated and that credit will be used to increase the District's contribution above its current contribution level as of June 30th.
- This sick day credit may be extended to members who have not accumulated the required days by the Superintendent. Requests for modification shall be made by the member in writing to the Superintendent detailing the circumstances of the request.
- Under no circumstances will the benefit thus calculated exceed 100 percent of the cost of a single base plan insurance policy.

E) Tax Sheltered Annuities

Unit Members shall have the right to enter into an agreement with the Board of Education for the procurement of tax sheltered annuities as per Section 403(b) (7) of the Internal Revenue Code and New York State Education Law section (3109).

F) Twenty-five (25) Year Recognition

After twenty-five (25) years of service to the district, the unit member will receive \$500 at the discretion of the Board of Education.

Article III Professional Responsibilities

A) Administrative Team

The MWAA and the District agree that it is extremely important that administrators share the benefit of their experience, knowledge and creative powers to support the administrative team and to improve all aspects of the programs offered in the district. Regular meetings with the Superintendent shall be held for this purpose. These meetings will be an open forum intended to address every aspect of district operations. At least one meeting per month will include department supervisors.

B) Mentor Program

Purpose

1. To increase student achievement by improving administrator effectiveness and daily instruction and building operations.
2. To maximize the retention of capable new administrators by assuring satisfaction with their administrative experience.

Program Objectives

- Developing instructional and non-instructional skills
- Supporting administrator morale, communication and collegiality
- Improving a beginning administrator's skills and performance
- Building a sense of professionalism, positive attitude
- Facilitating a seamless transition for the first years of administrating or changing assignments
- Putting theory into place
- Preventing administrative isolation

Job Description

The mentor will provide expertise, ongoing support and professional growth opportunities to enhance skills and effectiveness of new administrators.

The mentor will be responsible for coaching the mentee in the areas areas found in the Multidimensional Principal Performance Rubric.

Mentors working with first year administrators will receive a stipend of \$600. Mentors working with second year administrators will receive a stipend of \$300. Mentors will be granted one compensatory day each year.

Expectations

- Work with 1st year mentee a minimum of one hour a week and 2nd year mentee on as needed basis. A log of dates, times and activities will be kept. If needed, release time opportunities will be offered for each mentoring team in order to allow for planning, reflection, research and classroom visitations.
- Conduct a minimum of two (2) informal peer building visitations throughout the school year.

Additional Information

Should any problems or concerns arise from either mentor or mentee, they should be directed to the Superintendent.

The mentor will have no input in the **Formal Evaluation** of the mentee. The mentor's role is one of coaching, support and meeting the needs of the mentee. **There will be no direct link between the mentor and the person responsible for evaluating the mentee.**

The following outlines what the mentor will be expected to provide a mentee. This includes, but is not limited to:

- Familiarizing the mentee with the Marcus Whitman culture and about our district demographics.

- Familiarizing mentee with essential curriculum.
- Assisting with long-term and daily planning and management.
- Visiting buildings and classrooms to focus on instruction.
- Team planning.
- Suggesting strategies for management and discipline.
- Assisting with obtaining resources/conferences/training.
- Acting as a sounding board for ideas, views and concerns.
- Explaining school policies and procedures.
- Helping mentee become a reflective practitioner.
- Acknowledging the success and accomplishments of the mentee.
- Ensuring the mentee becomes a part of the school and community.

Stipend

The mentor shall receive a stipend of \$600 for year one and \$300 for year two.

C) Administrative Evaluations

As required by Education Law § 3012-c, each administrator shall be evaluated annually and receive a composite score rating of "Highly Effective," "Effective," "Developing," or "Ineffective." Details of the evaluation system are contained within the separate document "Administrative Evaluations: APPR Plan"

D) Miscellaneous

1. No cellular telephone costs will be claimed by this unit.
2. No mileage between school buildings will be claimed by this unit.

**Article IV
Leaves**

A) Sick Leave

Thirteen (13) days per year shall be granted for personal illness, death or serious illness in the family, accumulation is unlimited. In case of illness exceeding 10 days, a doctor's certificate will be furnished if requested by the Superintendent.

B) Personal Days

At the beginning of each school year, a unit member will be credited with up to three (3) personal leave days toward a total accumulation of five (5) days. These days will not be deducted from sick or family days.

No more than five (5) personal leave days are to be used in any one year. If at the beginning of the school year, the three (3) days credited annually to the unit member would exceed five (5) total accumulated days, the excess is to be credited to the unit member's sick/family day leave.

C) Workmen's Compensation Cases

Absence due to injury as a result of the conditions of employment and accepted as a compensation case by the Workmen's Compensation Board shall not be charged against sick leave. He/she shall continue on full salary for a maximum of one (1) year. After the one-year period, the employee would receive compensation payments for the insurance carrier until such time as the Compensation Board would render decision.

D) Emergency Leave

In the event of absence due to emergencies, the Superintendent may consider such absence as part of the sick leave program.

E) Parental Leave

A parental leave of absence, without pay, shall be granted for the purpose of parenting. Such leave may begin at any time between the commencement of pregnancy and one (1) year after a child is born.

All, or any portion of the leave taken because of medical disability connected with or resulting from pregnancy may, if recommended by a physician, be charged to available sick leave.

F) Vacation Days

Full time administrators shall receive 25 vacation days per year. Seven Unused vacation days may be carried over for use in a succeeding school year. If a unit member has in excess of the days that can be rolled over, he or she will be paid for up to five (5) vacation days at the administrator’s per diem rate. Any days in excess of these numbers will be added to the sick day accumulation. No more than 32 vacation days can be used by a unit member in any school year.

G) Holidays

The following shall be paid holidays:

New Year's Day	Independence Day	Friday after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	New Year’s Eve
Memorial Day	Thanksgiving Day	

**Article IV
Grievance Procedure**

Section I - Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of employees through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal.

Section II - Definitions

A Grievance is a complaint by an employee that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

The term Supervisor shall mean the administrator or supervisor responsible for the area in which an alleged grievance arises except for the chief executive officer.

The Chief Executive Officer is the Superintendent of the District.

Association shall mean any non-teaching association.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

Party in interest shall mean the grievance committee of the association and any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by any non-teaching employees' association.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Section III - Procedures

1) All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, and the time and the place where alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2) Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the association.

3) If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the association directly at Stage 2 described below.

4) The preparation and processing of grievances shall be done with reasonable effort to avoid interruption of work.

5) The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records containing the alleged grievance.

6) Except as otherwise provided in Articles 5.1A and 5.2B, an aggrieved party and any party in interest shall have the right at all stages of grievance to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

7) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such a grievance or participation therein.

8) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

9) All documents, communications and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants.

10) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be

present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall not create a precedent or ruling binding upon either parties to this agreement in future proceedings.

11) If any provisions of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

12) The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.

Section IV - Time Limits

1) Since it is important to good relationships that grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified by either party may be extended only by mutual agreement.

2) No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) work days after the employee knew or should have known of the act or condition on which grievance is based.

3) If a decision at one stage is not appealed to the next stage of the procedure within the time period specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.

5) In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

Stage 1 – Informal

An employee having grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at this decision, will not consider any material or statements offered by or on behalf of any party in interest with whom consultation has been had without the aggrieved party or his representative present. If the employee submits the grievance through a representative the employee may be present during the discussion of the grievance.

Stage 2 – Formal

a) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) work days after the written grievance, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision in writing, and present it to the employee, his representative and the Association.

b) If the employee initiating the grievance is not satisfied with the written decision and wishes to proceed further under this grievance procedure, the employee shall, within five (5) work days, present the grievance to the Association Grievance Committee for its consideration.

c) If the Grievance Committee determines that the employee has meritorious grievance, then it will file a written appeal of the decision at Stage 2a with the Chief Executive Officer within twenty (20) work days, after the employee has received such written decision. Copies of the written decision at Stage 2a shall be submitted with the appeal.

d) Within two (2) work days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representatives and all other parties in interest.

e) The Chief Executive Officer shall render a decision in writing to the employee, the Grievance Committee and its representative within five (5) working days after the conclusion of the hearing.

Stage 3 – Board of Education

a) If the employee and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) work days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.

b) Within ten (10) days after receipt of an appeal the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c) Within five (5) work days after the conclusion of the hearing, the Board of Education shall render a decision, in writing on the grievance.

Stage 4 – Arbitration

a) After such hearing, if the employee and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) work days of the decision at Stage 3.

b) The election to submit a grievance to arbitration shall automatically be a waiver to all other remedies or forums which otherwise could be available.

c) By mutual agreement of the District and the Association, more than one grievance may be submitted to the same arbitration.

d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or in violation of the terms of this agreement.

e) The arbitrator's award shall set forth his/her findings of fact, reasons and conclusions of law in only that issue submitted for determination.

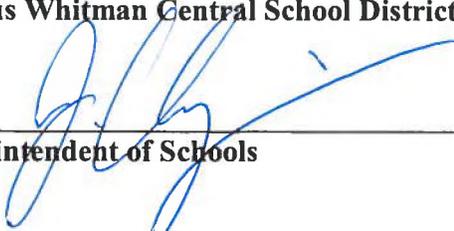
f) The arbitrator shall have no power to alter, modify, add to, or subtract from the specific provisions of this agreement

g) The decision of the arbitrator shall be binding.

h) The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

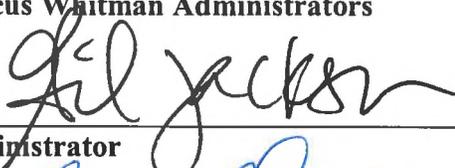
SIGNATURES

Marcus Whitman Central School District

By  _____
Superintendent of Schools

Date 5-7-15

Marcus Whitman Administrators

By  _____
Administrator

Date 05.06.15

By  _____
Administrator

Date 5/7/15

