

**A G R E E M E N T**  
**Between The**  
**Marion Administrators' Association**  
**and the**  
**Superintendent of Schools**  
**Marion Central School District**

**JULY 1, 2021 – JUNE 30, 2025**

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## **ARTICLE 1**

### **RECOGNITION**

The Marion Central School District Board of Education, having determined that the Marion Administrators' Association is supported by a majority of Administrators recognizes the Marion Administrators' Association (MAA) as exclusive negotiating agent for the Administrative Unit consisting of the professional administrative employees of the District appointed as Director of Educational Services, Principal, Assistant Principal, Director of Technology and Innovative Programs, Director of Food Services, Director of Facilities, Director of Transportation, and excluding all others.

This Recognition Agreement shall remain in effect for the maximum period permitted by law.

## **ARTICLE 2**

### **NEGOTIATIONS PROCEDURES**

Negotiations for a successor Agreement shall be commenced at the request of either party and shall be in writing addressed to either the Superintendent of Schools or the President of the Administrators' Association. In any given year, such request shall be made not later than March 1, except by mutual consent. A mutually acceptable meeting date shall be set for not more than fifteen (15) working days following such request.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The parties agree that the administration of the Marion Central School District and the direction of the working forces are solely and exclusively the function and prerogative of the Superintendent. All the rights, functions, and prerogatives of the administration and the exercise thereof which are not expressly modified by one or more specific provisions of this Agreement are reserved and retained exclusively by and to the Superintendent and are not subject to arbitration or negotiation during the terms of this Agreement.

The association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs are the basic responsibility of the Superintendent and Board of Education pursuant to the Education laws of the State of New York except as these policies are modified by the terms of this Agreement.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURES**

Disciplinary matters are not subject to the grievance procedures.

#### **Stages:**

Stage 1 – Superintendent – Formal

A grievance must be instituted in writing within thirty (30) calendar days of the event or occurrence. It shall be reduced to writing by the unit president and presented to the Superintendent.

Within ten days after the submission of the formal grievance, the Superintendent shall render a decision in writing, and present it to the grievance.

#### Stage 2 – Arbitration

Within ten (10) working days after receipt of the decision at Stage 1, the grievant or the Association may request that the grievance be submitted for arbitration. The Superintendent, the Association or the grievant shall contact PERB to assist in the selection of an arbitrator who shall hear the grievance.

The decision of the arbitrator shall be advisory only and not binding upon all parties, and shall be limited to issues of interpretation and application of the terms of this contract.

#### Stage 3 - Mediation

In the event that the parties are unable to reach a mutually agreed upon outcome after Stage 2, both sides will agree to participate in mediation within ten (10) days of receiving the decision from the arbitrator. In the event that the unit is unwilling to participate in mediation, the grievance will be withdrawn.

The costs of the arbitrator and/or mediator shall be born equally by the parties to the grievance.

#### Rules of Procedure:

1. A representative of his/her choosing may accompany the grievant at any stage.
2. Failure at any stage to communicate a decision to the grievant shall permit the pursuit of the grievance at the next stage.
3. Failure to appeal the decision to the next stage shall be deemed an acceptance of the decision at that stage.
4. Time limits may be waived at any time by mutual consent of all parties, in writing.
5. The parties may, in the interest of expediting the process, and by mutual consent, in writing, skip stages in the grievance procedure.

### **ARTICLE 5** **PROFESSIONAL PERFORMANCE REVIEW**

For Building Principals the evaluation process will follow the APPR process, subject to collective bargaining on required elements.

For those not subject to the APPR process, an annual written review will be furnished by the unit member's supervisor based on a mutually agreed upon evaluation process.

**ARTICLE 6**  
**SALARY AND BENEFITS**

**A. Salary**

1. All members of the unit will be given a 3.0% salary increase annually for the term of this contract.
2. For the 2021-22 fiscal year, all unit members will also receive a \$2,500 increase to their base salary. This is a one-time increase and will be applied before the percentage increase for the 2021-22 fiscal year.

**B. Group Health and Dental Insurance**

1. Premiums - The school district will pay 80% of the monthly premium cost of the base medical plan toward a single, two-person or family-type contract for which the unit member is eligible. The base medical plan for employees who commenced service on or before 7/1/2021 is Healthy Blue 25. The base plan for employees who commenced service after 7/1/2021 is Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider). Internal transfers/promotions into the MAA unit will be entitled to join the plan applicable to their date of hire at the District. Unit members may participate in another district-sponsored medical plan with the understanding that they will pay any additional cost above the 80% district contribution toward their respective base plan.

Members shall also have the option to enroll in the Signature HDHP (\$1,500/\$3,000 deductible). The District will be responsible for covering 95% of the premium cost of this plan for both single and family policies unless the combined cost to the District of the premium and the HSA contribution set forth below exceeds the District's 80% contribution to the base plan, in which event the employee will pay the full amount of the excess.

- Additionally, the District will contribute 100% of the plan's in-network deductible into an HSA account for staff entering the plan during the open enrollment with an effective date of July 1, 2021. Initial HSA contribution will be on July 1, 2021 for staff members choosing this plan during open enrollment. In subsequent calendar years the District will contribute 100% of the plan's in-network deductible into the member's HSA account on or about January 1<sup>st</sup>.
  - For staff who entered the plan prior to July 1, 2021, the District will contribute an additional 25% of the plan's in-network deductible into an HSA account, in recognition of the change in coverage of the premium cost of the plan.
  - The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.
2. Retirement Group Health Premiums - Unit members who have completed the required years of service in the school district, and who immediately file appropriate retirement papers with the New York State Teachers Retirement

System or the New York State Employees' Retirement System, shall be entitled to continued coverage in district-sponsored medical and dental insurance programs at a calculated percentage of the contribution rate paid for the Base Plan during active service.

Unit members must have fifteen years of continuous service with the District to be eligible for continued coverage at the active service contribution rate of the base plan for active employees. The base medical plan for employees who commenced service on or before 7/1/2021 is Healthy Blue 25. The base medical plan for employees who commenced service after 7/1/2021 is Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider). The Base Dental Plan is Dental Blue Options 1 Modified.

Employees who are enrolled in the Signature HDHP at the time of retirement, and have fifteen years of continuous service with the District, may continue enrollment in that plan on the same terms and conditions until Medicare eligible. If this provision is in violation of any Federal or State law in the future, the Unit member shall be eligible to participate in the District's base healthcare plan under the terms and conditions of other Association retirees.

In the event that a member does not have fifteen years of continuous service with the District, the district's contribution to the premiums shall be computed according to the following formula:

Years of Service Divided by 15 X Active Service Contribution Rate X Base Plan Medical & Dental Program Premiums.

Retiring employees who commenced service on or before 7/1/2021 becoming eligible for Medicare, (including eligible spouses) shall enroll in one of the following plans: the Excellus Medicare Blue Choice HMO or the Excellus Medicare Blue Choice PPO. All of these plans will have the \$5/\$20/\$35 drug rider (non-donut hole). The District shall pay 50% of the premium cost of the medical and dental plan chosen by the retiree with the retiree paying the remainder. Employees who commenced service after 7/1/2021 shall not qualify for this benefit.

Unit members may continue in the single, two person or family-type contract in which they were enrolled at the time of retirement. Spouses of deceased members may continue in the group plan for which they are eligible upon their payment of the full premium.

The district contribution rate that a member retires with will not change at any time during the member's retirement.

3. Dental Insurance - The school district will pay 80% of the monthly premium cost of the Dental Blue Options 1 Modified dental plan for a single, two-person, or family-type contract.
4. Medical Insurance Opt-Out Option - Any member who is covered under a Patient Protection and Affordable Care Act qualified medical insurance policy other than

that of Marion Central School District, may opt-out of the school district subsidized medical plan and receive a cash payment as an in lieu of benefit. The cash opt-out payment for a family plan eligible staff member is \$2,150 per year. Under IRS Section 125, such payments are taxable as earned salary.

5. Survivor Benefit - In the event that a unit member dies in service, the District will provide health insurance at the current contract's contribution rate to the surviving spouse and eligible dependents for up to six calendar months after the death of the unit member.

C. Flexible Spending

The District has instituted flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-tax contributions and would be maintained as per IRS laws and regulations. Any member who has an HSA account is restricted to a Limited FSA.

D. Contribution to TSA

In June of each year, the Board of Education will contribute for each member of the unit a sum equal to three percent (3%) of their annual salary for that fiscal year into a tax sheltered annuity account of the employees choosing. The funds will be deposited into a 403b account as a Non-Elective Employer Contribution. (All contributions are subject to limitations set forth by the IRS.)

These accounts will be owned by the individual staff member who may, in turn, direct the proceeds into various investment sub-accounts. This program is intended to be a service and/or retirement benefit in lieu of cash payments for unused sick days or a retirement incentive.

E. Administrative Professional Dues

For each work year, the District agrees to pay up to a maximum of \$500 toward each unit member's membership in one or more professional organizations of the member's choice.

F. Professional Development

The District recognizes the importance of ongoing professional learning. Unit members and the Superintendent will agree upon a learning plan and the District will pay for all costs related to attendance at approved conferences/workshops or reimburse the staff member when direct payment is not possible. The Superintendent and Union President may mutually agree to provide a \$1,500 annual mileage stipend for unit members in lieu of the District reimbursing mileage for professional requirements.

G. Tuition Reimbursement

All members are eligible for tuition reimbursement at the S.U.N.Y. rate for up to nine (9) credit hours completed each school year. Members who wish to take college courses or other job-related in-service courses should contact the Superintendent in advance.

#### H. Vacation Days

All Unit members are entitled to 25 vacation days each fiscal year. No vacation requests will be unreasonably denied. Unit members may rollover up to a maximum of five (5) vacation days per year, cumulating to a 30-day total cap. Over the duration of this agreement, each unit member may elect to receive a buyout of up to a maximum of ten (10) total vacation days.

#### I. Sick Days

Members will be given 15 days of paid sick leave each school year. This sick leave may be accumulated up to a total of two hundred (200) days maximum. In addition to personal illness, up to five (5) sick days may be used when the staff member's presence is required to care for a sick or injured member of the immediate household or a parent or grandparent. For the care of a family member covered under FMLA, the member may use paid sick leave up to the annual limit allowed by FMLA provided that the unit member has accumulated sufficient sick leave days to cover the request.

Upon retirement, the District will offer Unit members with fifteen years of continuous service with the District a 25% buyout at a member's daily rate (1/240) for any unused sick days up to a maximum of 200 days to be contributed to a member's 403(b) or toward health insurance premiums. In the event the retiring member does not have fifteen years of continuous service with the District, the percentage of buyout of unused sick days shall be computed according to the following formula:

Years of Service Divided by 15 X Twenty-five (25%) percent X number of unused sick days up to a maximum of 200.

#### J. Bereavement Days

Death in the immediate family - the term "immediate family" shall be defined as a spouse, a child, a parent, a sibling, or grandparent of the employee or employee's spouse, up to five (5) days of sick leave may be utilized for each such occurrence.

#### K. Holidays

All full-time, twelve-month employees will receive the following thirteen (13) paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Eve, and Christmas Day.

If any of these holidays falls on a weekend, a weekday will be designated, by agreement of the parties, to be observed as that holiday for that calendar year. If school is in session on Good Friday, then in lieu of having a holiday on that day, unit members will have a floating holiday (to be selected by the administrator at least thirty (30) days prior to the occurrence of such holiday, subject to the approval of the Superintendent).



L. Group Term Life Insurance

All members are provided with a \$50,000 group term life insurance policy. The premium is fully paid by the school district.

**ARTICLE 7**  
**LEAVES AND CONFERENCES**

A. Personal Leave

All members may request up to three (3) paid personal leave days during each school year. This leave is provided for personal, non-recreational activity or business that cannot be completed during regular working hours. This paid leave may not be used on days immediately preceding or following a scheduled recess for students and/or teaching staff. Such leave shall be requested in writing to the Superintendent on the prescribed form at least two days in advance whenever practical. Personal leave, if unused, is added to unused sick leave at the end of each year.

B. Childbearing and/or Child-Rearing Leave

A leave of absence, not to exceed one academic year without pay, will be granted for childbearing and/or child-rearing purposes, and will be available only during pregnancy or following the birth, or adoption by an Administrator, of an infant.

1. A written request for unpaid childbearing and/or child-rearing leave will be submitted to the Superintendent as soon as it is reasonable.
2. It is understood that a childbearing and/or child-rearing leave of absence may, with the approval of the Superintendent, be commenced earlier than was anticipated by the unit member when unforeseen medical circumstances arise, or upon notification of adoption.
3. The exit date for a unit member taking childbearing and/or child-rearing leave will be determined by the unit member's physical ability to perform duties. Such date shall be determined upon the advice of a physician.
4. The unit member's physician shall certify the period of physical disability because of childbirth in writing. The unit member shall be paid sick leave benefits only for that period of temporary disability certified by the unit member's physician, provided that the unit member has accumulated sufficient sick leave days to cover the request.
5. All benefits that relate to sick leave under the terms of this Agreement will accrue to unit members for the period of physical disability for childbirth. All benefits that accrue to members on leave of absence without pay under this Agreement will accrue to unit members on childbearing and/or child-rearing leave.

6. The Board of Education may, upon the unit member's request and the Superintendent's recommendation, grant an extension or reduction in the duration of a child-rearing leave due to changed circumstances.
7. Probationary Administrators who receive childbearing and/or child-rearing leave will continue the probationary term upon returning to duty.

C. Military Leave

Any staff member, on either probationary or permanent employment, who is called involuntarily to active military service, is entitled to return to a position in the school system. Full credit for compulsory military service experience will be allowed for salary, retirement, and seniority purposes and as may otherwise be required by applicable law.

D. Other Non-Paid Leaves of Absence

Leaves of absence for personal reasons other than academic leaves, sickness leaves, childbearing or child-rearing leaves, or military leaves, may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent.

E. Association Business

The Association, by designation of its President, shall have a total of three (3) days paid leave of absence annually for members to attend the School Administrators' Association of New York's Annual Meeting or any other related business.

F. Jury Duty Leave

If in the event unit members are required to perform jury duty, they will receive their full pay from the District and waive the pay for jury duty service

**ARTICLE 8**  
**DURATION OF AGREEMENT - BOARD APPROVAL**

This Agreement shall remain in effect from July 1, 2021 until midnight on June 30, 2025. 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.

**FOR THE DISTRICT:**



Donald Bavis, Supt. of Schools  
Marion Central School District

Date:

9/27/2021

**FOR THE ASSOCIATION:**



Tom Nortier, President  
Marion Administrators' Association

Date:

10/13/2021