

CONTRACTUAL AGREEMENT

between the

Syracuse City School District
Syracuse, New York

and the

SYRACUSE ASSOCIATION OF ADMINISTRATORS

representing

UNIT 2

Effective July 1, 2011

to

June 30, 2015

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**ARTICLE 1
RECOGNITION AND REPRESENTATION**

1.1 Nature and Terms

1. The Board of Education of the Syracuse City School District, having determined that the Syracuse Association of Administrators (hereinafter “SAAS” or “Association”) is supported by a majority of the employees in Unit 2 as defined in the Recognition Resolution dated March 21, 1972, hereby recognizes the Syracuse Association of Administrators as the exclusive representative of all employees in the Unit, for the maximum period allowed by law, and extends to the Syracuse Association of Administrators the following rights:

- A. to exclusively represent members of the Unit in negotiations regarding wages, hours, and terms and conditions of employment;
- B. to represent members of the Unit in the settlement of grievances;
- C. to membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees.

2. During the period of recognition hereunder, or under any renewal of such recognition, the District agrees not to negotiate in any way with any other organization representing or claiming to represent employees in the negotiating Unit represented by the Association.

3. In the event any competing employee organization claims the right to represent the employees in said Unit, the selection of the employee representative shall be determined by the School District Employment Relations Council.

1.2 No Strike Clause

1. The Association agrees and affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

1.3 Definitions

1. The term “administrator”, as used in this Agreement, shall include the following positions (and other titles as may, from time to time, be added to this Agreement):

- | | |
|----------------------|-------------------------------------|
| Assistant Director | Specialist |
| Administrator for... | Principal |
| Coordinator | Supervisor and Supervising Director |
| Director | Vice Principal |

2. The term “supervisor”, as used in this Agreement, is used in the generic sense and is intended to refer to any of the positions listed above except “principal” and “vice principal”.

1.4 New Titles

1. In the event the District adds any new title(s) to those listed above, the salary for such title(s) shall be a matter of negotiation between the District and the Association. Should the configuration of schools change from Elementary, Middle, K-8 and High School during the term of this Agreement, or should there be any new positions created (as distinguished from merely increasing existing positions), the parties agree to negotiate the salary for said new positions. This provision, however, shall in no way restrict or limit the right of the Superintendent to revise, restructure, or reorganize the administrative organization of the District in a manner consistent with the terms of this Agreement.

2. Any tenured administrator who is placed in a new tenure area because of a change in Job Title shall have a probationary period of two (2) years.

1.5 Vacancies

1. All administrative and supervisory vacancies, or newly created positions in this category, shall be advertised in the weekly administrative bulletin as soon as the Superintendent is prepared to receive applications for these vacancies. An administrator who applies for an existing vacancy shall receive confirmation of such application in the form of a receipt issued by the District.

2. There shall be representation from the Association, in an advisory capacity, on any screening committee for all appointments to Unit 2.

3. In case of a summer vacancy, written notice shall be provided to the President of SAAS as soon as official notification of the opening has been given by the Superintendent. The District will provide mailing labels and assistance in the distribution of the notice to members of the Unit.

4. The Executive Committee of SAAS will be consulted before future titles are assigned to the Unit.

5. The District guarantees at least one permanent District level administrative position will be created. Such positions shall be permanent with its incumbent, who will be on temporary assignment from other duties for a period of up to two years. The District also reserves the option to add or subsequently delete additional positions. The job responsibilities of such position(s) will be determined after consultation with SAAS. Building principals with five (5) or more years of building experience are eligible for these positions. The object of this experience will be for an individual to utilize their talents and contribute to the District in new ways.

6. The District and Association will establish a panel of two (2) administrators appointed by the Association and two (2) members appointed by the Superintendent.

The panel will be charged to provide a non-binding recommendation to the Superintendent in regards to the study of methods/process of interviewing prospective members.

ARTICLE 2 ASSOCIATION RIGHTS

2.1 Professional Rights and Responsibilities

1. Officers of the Association shall be empowered to meet informally with the Superintendent, or his/her designee, on all matters of professional rights and responsibilities concerning members of the Unit.

2. Any member of the Unit is entitled to, and may request, representation by the Association at meetings with the Superintendent and/or his/her assistants, on matters pertaining to professional performance or the welfare of the individual member.

3. When a complaint against a member of the Unit requires the intervention of the Superintendent, or his/her designee, the member of the Unit may have a representative of SAAS and/or SAANYS present at the meeting.

4. In the event an administrator becomes directly involved in a grievance filed under the terms and conditions of the District Collective Bargaining Agreement with the STA, and such grievance alleges an improper application of either District policy or the STA contract, the Director of Personnel Services, or his/her designee, shall meet with the administrator in question to review the facts of the situation. Upon receipt of such a grievance the administrator involved will promptly contact the Personnel Office to confirm the complaint constitutes a grievance within the terms of the appropriate collective bargaining agreement, which will be determined by the Personnel Department with the assistance of counsel, if necessary. Training sessions will be conducted for all newly designated Hearing Officers, but in no instance will the Hearing Officer for such grievances which reach the hearing stage level be a member of Unit 2. It shall be the responsibility of the Personnel Department to represent the position of the District and prepare for the case, together with the administrator(s) involved. When such grievances are filed, and processed, the Personnel Department will utilize its best efforts to protect the rights of administrators.

A SAAS representative may be present at the grievance meeting conducted at the Stage 2 level of the Teachers' contract. Such representative shall have the opportunity to be heard in support of the individual administrator, if necessary, but shall be limited to presenting the position of the administrator as it relates to whether or not District policy or the Teachers' Collective Bargaining Agreement was violated.

5. It is further agreed the Superintendent will discuss with the President of SAAS (or his/her designee) ideas concerning policies or programs which impact the bargaining unit and,

where it is possible to do so, review any such proposed action prior to a final decision being made or public announcement thereof. It is expected such participation by SAAS will take the form of positive alternative solutions, and not merely reaction to the proposal in question.

2.2 Payroll Deduction

1. The District and the Association agree to study any additional payroll deduction plans which: (1) the Association desires to implement at a time mutually agreeable to both parties; (2) can be handled on existing equipment in the District in an economic manner; and (3) are legal permissible. No payroll deduction initiated by an administrator shall be processed in an amount less than one dollar (\$1.00) per check.

2.3 Agency Fee

1. The District shall deduct from the salary of employees in the bargaining unit who are not members of the SAAS an amount equivalent to dues levied by the SAAS and transmit the same so deducted to the SAAS in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency fee deduction as required in Section C of Chapter 677 and 678 of the Laws of 1977 of the State of New York.

2.4 Use of School Facilities

1. The Association will have the right to use school buildings for meetings, without cost and at reasonable times. The Association will apply for a permit through the Business Office and will pay for additional custodial costs involved. The Association may use the school mail service and administrator mailboxes for communications. Announcements of meetings, when required by the Association, shall be listed in the weekly Administrative Bulletins.

2. The District will provide a mailbox for the Association in Central Office to receive incoming organizational mail.

2.5 School Calendar

1. Representatives designated by the Association shall be involved as members of the District committee which collaborates on the pending school calendar. The Association shall be entitled to have the same number of individuals on the committee as the STA. In the event of disagreement among the various parties to those discussions, the final decision shall rest with the Superintendent.

ARTICLE 3
APPOINTMENT/EVALUATION/TRANSFER

3.1 Appointment/Evaluation

1. The appointment and evaluation of all administrative and supervisory personnel shall be the responsibility of the Superintendent and other members of his/her immediate staff designated by the Superintendent.

2. An administrator shall have the right to request removal of an evaluation or item of correspondence from his/her personnel folder if the item refers to an isolated incident or situation that is no longer germane to the administrator's performance or employment. Such request may be made to the Superintendent in writing four (4) years from the date of entry and shall, subject to his/her approval, serve to remove the original entry and any rebuttals related thereto. The decision of the Superintendent shall be final and binding and shall be excluded from the provisions of Article 15, Grievance Procedure.

3.2 Transfer

1. When the Superintendent determines administrative transfers are necessary, such factors as quality of performance and length of service will be considered. When an administrative transfer is made, the administrator shall be given prior notice of the reason for the transfer. In the event the administrator objects to the transfer, he/she may request the Association be notified and the Superintendent or his/her designee will meet with the Association's representative and the administrator in question to discuss the transfer. If a mutually satisfactory resolution is not reached, the decision of the Superintendent shall be final.

3.3 Committee on Tenure Areas and Seniority

1. The District and the Association acknowledge the need to study and possibly consolidate existing tenure areas for positions within the Unit so as to better serve the District's need for flexibility in administrative assignments and unit member career enhancement. The parties also acknowledge that there may be certain legal and practical job security issues relating to movements both within and outside the existing tenure areas, together with related seniority computation issues for service rendered by individuals in such tenure areas.

2. As a result of the acknowledgment of these concerns and a sincere desire to address them in a concrete and professional manner, the parties hereby agree to the establishment of a committee comprised of three representatives of the bargaining unit and three representatives of the Superintendent, whose task will be to study existing and proposed reconfiguration of tenure areas and the possible merging of seniority lists within such tenure areas.

3. This committee shall also study, report and make written recommendations to the Superintendent for acceptable methods of addressing necessary assignment changes for Unit members, both within and between existing administrative tenure areas. These recommendations shall also address proposed acceptable methods for addressing transfers outside of the administrator's existing tenure area. The committee shall also make recommendations to the Superintendent with respect to any legal or practical impact issues that need to be addressed in relation to the above.

4. The parties agree that the committee its report and recommendations and forward it to the Superintendent by June 30, 2002, with action thereafter, if necessary, by the parties with respect to any resulting modifications to the collective bargaining agreement.

3.4 Tenure Rights

As of July 1, 2011, the District will recognize the administrator in the buildings as only having two (2) tenure areas: Principal or Vice Principal.

ARTICLE 4 ADMINISTRATION OF OTHER CONTRACTS AND AGREEMENTS

4.1 Responsibility

1. Each administrator covered by this Agreement shall be responsible and duty bound to administer and enforce the express terms of any and all contracts and agreements which apply to personnel under his/her jurisdiction. Each administrator shall be familiar with the provisions of each agreement and shall enforce its provisions to the extent it is within his/her power to do so. No portion of this Agreement shall, in any way, be interpreted or construed to alter or modify any provision of any other agreement which the District has executed with any other employee organization.

4.2 Contract Conflicts

1. If any provision of this Agreement, or any application thereof, is found to be contrary to the provisions of any agreement executed with any other employee organization, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by this Agreement and all other such agreements, but all other provisions or applications of this Agreement will continue in full force and effect.

ARTICLE 5 BUILDING MANAGEMENT RESPONSIBILITIES

5.1 Management Rights

1. Building Administrators are expected to be on duty when school is in session for students. Any exceptions must be requested in writing, and in advance, to the Superintendent. At

least one Administrator is required to be on duty during school recesses and summers. Any request for an exception must be in writing to the Superintendent.

2. The principal shall have the right to manage his/her school, including, but not limited to, the right to determine the methods and means by which operations are to be carried on, to direct the assigned school personnel, and to conduct the operation of the school in a safe and effective manner, in accordance with the established policies of the School District, the Regulations of the Commissioner of Education, all applicable statutes (state and federal), and the provisions of any and all contracts with other employee organizations which apply to any and all personnel under his/her jurisdiction.

5.2 Assignment of Personnel

1. Teacher assignments to particular schools shall be recommended to the Personnel Department by the appropriate supervisor, after consultation with the building principal as set forth by Subparagraph 2 below. As set forth in Section 5.1.2 hereof, the principal shall have the authority to assign certificated personnel within the building in a manner consistent with the best organization of the building, and in accordance with the Regulations of the Commissioner of Education, the established policies of the School District and Special Program Requirements.

2. Whenever new or additional personnel are assigned to his/her school, the principal shall be consulted regarding such assignment. Either the principal or his/her designee (who shall be an administrator) shall be offered the opportunity to participate in a personal interview with the individual to be assigned before the assignment is made. A principal who desires to appoint such a designee shall do so by means of written notice to the Personnel Department prior to the end of the school year or on the date of the personal interview, whichever occurs first. Where no such notice is provided, and the principal is unavailable at the time of the interview, the District shall not be required to conduct such personal interview before making the assignment.

5.3 Supervision of Personnel

1. All personnel assigned to a building shall be subject to the direct supervision of the building principal, and to the general and technical supervision of the respective department heads and supervisors. Job assignment within a school building shall be the responsibility of the building principal, or his/her designee.

5.4 Secretarial Assistance

1. Full-time secretarial assistance shall be provided for all schools. Clerical assistance during school recesses and summers will be provided for Building Administrators on an as needed basis, coordinated and approved through the Personnel Department. Assignment of additional secretarial assistance shall be based on the following:

Availability of teacher aides/assistants
Extent or lack of volunteer service available

Individualized instruction in prototype school
Pupil enrollment
Special projects: continuous progress
Special problems: attendance; truancy; tardiness
Turnover
Voluntary transfer (receiving schools)

2. Substitute secretarial help shall be supplied, when available, to all schools in case of more than one-half day absence of the secretary.

5.5 Teacher Aides/Assistants

1. It is desirable that there be at least one full-time paraprofessional assigned to each school building.

ARTICLE 6 SUPERVISION AND EVALUATION OF PERSONNEL

6.1 Responsibility

1. The supervision and evaluation of personnel assigned to a building shall be the joint responsibility of the building principal or his/her designee and the appropriate supervisors or program administrators.

2. The building principal shall initiate the annual evaluation conference, and notify the appropriate supervisor or program administrator.

3. It shall be the responsibility of all administrators to provide the Personnel Department with timely and adequate documentation regarding performance of all staff members.

6.2 In-Service Programs and Mentors

1. Administrators will plan, develop and implement a two week in-service course for prospective administrators in conjunction with District staff development resources. Administrators will mentor new administrators during the school year. Mentors will be assigned jointly by the District and SAAS.

6.3 Substitution

1. In elementary schools which do not have vice principals assigned, District policy requires the designation of a teacher in charge when the principal is to be out of the building. In any case, when it is known in advance that an elementary principal will be absent from the building for one or more full days, and when other administrative arrangements are not made, a daily substitute teacher shall be assigned, when necessary, to cover the class of the teacher in charge for the period of the principal's absence.

6.4 Department Chairperson

1. The building principal shall be responsible for the selection and appointment of all department chairpersons. Department chairperson appointments will be on a one-year basis after prior involvement with, and input from, members of the department and the supervisor.

ARTICLE 7 LEGAL COUNSEL AND REPRESENTATION

7.1 Disciplinary Action Against Students

1. The School District agrees to hold administrators harmless from any financial loss (including attorneys' fees) arising out of disciplinary action taken against any pupil in the District or legal judgment by reason of any act (or omission to act) by such administrator who at the time of the act or omission complained of was acting in the discharge of his/her duties and within the scope of his/her employment or under the direction of the School District. Notwithstanding the foregoing, the District shall be under no obligation to satisfy any financial or other penalty imposed upon an administrator as the result of conviction of a criminal offense.

2. The School District shall not be subject to the duty imposed in Paragraph 7.1.1 of this Article unless the administrator involved shall, within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, deliver the original, or a copy of the same, to the Superintendent.

3. The School District shall not be subject to the duty imposed by Paragraph 7.1.1 of this Article unless the administrator involved shall, within five (5) days of an occurrence which reasonably could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to an administrator's exercising his/her rights under Section 3023 of the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the Board and the Association agreeing to waive the provisions of this Paragraph.

7.2 Performance Appraisal Report, etc.

1. The School District agrees to hold harmless all members of the bargaining unit from any financial loss, including attorneys' fees, arising out of litigation instituted against any member of the bargaining unit for alleged defamation of character, libel or slander, arising out of a Performance Appraisal Report, or any other report, which members of the bargaining unit are required to complete and submit in connection with the performance of their duties; provided, however, no such duty shall arise on the part of the School District in any case where the defamation of character, libel or slander, occurred as a result of a willful and malicious intent to misrepresent the facts as regards the individual in question.

2. The School District shall not be subject to the duty imposed in Paragraph 7.2.1 of this Article unless the administrator involved shall, within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, deliver the original, or a copy of the same, to the Superintendent.

3. The School District shall not be subject to the duty imposed by Paragraph 7.2.1 of this Article unless the administrator involved shall, within five (5) days of an occurrence which reasonably could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District.

7.3 Legal Limitations

1. It is further understood and agreed that the liability of the School District, as set forth in this Article, shall be coextensive with and not diminish, but shall not exceed, that set forth in the applicable sections of the Education Law.

ARTICLE 8 WORK YEAR

8.1 Uniform Work Year

1. The work year for all Administrators shall be twelve (12) months. Insofar as possible, hours of work for Building Administrators will be equivalent to Central Office Administrators. In the event of an extended school day, administrators will be on duty pursuant to existing practice(s).

8.2 Summer Responsibilities

1. It is understood and agreed between the parties the transition of all administrators to twelve (12) month positions shall not significantly alter the practice regarding the assignment of job duties and responsibilities during the summer months (July and August). It is further understood, however, this shall not preclude the District from assigning additional duties or responsibilities to administrators during school recesses and the summer or constitute a guarantee the current duties and responsibilities of any administrator shall not be modified or increased.

8.3 Additional Pay for Additional Work

1. The salary of a member of the Unit shall be the limit of remuneration for the appointment or duty year. When an administrator is required to perform duties above and beyond those reasonably expected under his/her position duties statement, he/she may receive additional remuneration at his/her regular rate, or at some other lower rate, when recommended for such additional remuneration by proper authority and with approval, in advance, by the Superintendent of Schools.

8.4 Vacation

1. Effective July 1, 1994, each member of the Unit shall be allowed twenty (20) paid vacation days each school year (July 1 through June 30). Those administrators who are required to attend meetings of the Board of Education on a regular basis, or are High School Principals not at maximum salary, shall have two (2) additional vacation days. Neither of such additional days may be taken by a principal on a student attendance day. All employees who, as of December 31, 1993, had attained maximum salary in a title and were receiving twenty-five (25) vacation days will continue to be entitled to twenty-five (25) days vacation. The second, third and fourth sentences of this subsection are intended to limit vacation days in excess of twenty (20) to only those individuals who, as of December 31, 1993, met the specified criteria and shall not apply to any other individual who may meet such criteria at some future point.

8.5 Vacation Day Rollover

1. Each member of the Unit shall be entitled to extend a maximum of ten (10) vacation days into the following year, five (5) of which must be used before August 31 of the year in which the request is being made, or buy back and be compensated at 100% per diem (1/240) for;
 - A. Members will have the opportunity to buy back a maximum of three (3) vacation days annually starting with the July 1, 2013 school year and all subsequent years thereafter;
 - B. In order to be approved, members must submit written requests for such extensions and/or payments to the Director of Personnel prior to June 30 of the closing school year. Personal leave days may not be used during the year in order to be eligible for the compensation choice.
 - C. All buy back vacation disbursements will be distributed in a separate check to members one (1) week after the August 15th payroll disbursement.

ARTICLE 9 COMPENSATION

9.1 General Salary Increases

1. Salaries shall be increased for all members as follows:
 - A.
 - Effective July 1, 2011 – 0%
 - Effective July 1, 2012 – 0%
 - Effective July 1, 2013 – 2%
 - Effective July 1, 2014 – 2%
 - B. Entry-level salaries at all job titles will increase by the same percentage on the dates listed above. The maximum salary level rate will be maintained at the rate in effect on January 1, 2011.

9.2 New Employees Promotion

1. It shall be the responsibility of administrative selection committees, in cooperation with the Personnel Department, to arrive at a salary for a position prior to a candidate's interview with the Superintendent of Schools. During the interview with the Superintendent, the candidate shall be advised of the salary attached to the position.

2. An agreement on salary shall be reached between the candidate and the Superintendent prior to a recommendation to the Board of Education. Such an agreement shall be final, once approved by formal action of the Board of Education, and shall not be subject to review thereafter.

3. In case an administrator receives two (2) or more promotions within a period of twelve (12) months, he/she shall be entitled to evaluation of education and experience prior to each such transfer.

9.3 Acting Administrator

1. An administrator serving in an acting capacity shall be placed on the administrative salary schedule or receive their current salary, whichever is higher, and, upon returning to his/her former position shall be paid the salary of that position required by the schedule in force at the time of return, with the full experience credit he/she would have earned had he/she not served in the acting position.

2. A Vice Principal who has assumed the principal's duties for at least fifteen (15) consecutive work days will be paid at the principal's entry level rate retroactively until the completion of the assignment and only when school is in session.

9.4 New Salary

1. District employees promoted to a position in Unit 2, and members of the Unit promoted to a higher administrative level (a position which has a higher entry level salary based on an equivalent monthly calculation) will receive the higher of: (1) the entry level of the new position; or (2) their present salary with the additional proration (reflecting the increased length of term of appointment) plus \$2,000. If the salary, as calculated above, exceeds the maximum salary range for the position, the administrator will receive the excess up to an amount not to exceed \$2,000. When the ranges are increased in subsequent negotiations, however, the individual administrator will receive the negotiated settlement not to exceed the maximum range limitation for the position.

9.5 Transfer to Lower Salaried Position

1. In the event that a member of the Unit is transferred to another position which carries a lower salary, the Superintendent, in his/her sole and exclusive discretion shall be empowered to recommend payment of the lower salary provided in the schedule or recommend

payment of the salary of the previous position, whichever he/she may feel is appropriate in the individual case. No such recommendation in one case shall create a precedent binding on the Superintendent in other such transfers.

9.6 Administrative Intern Salary

1. Administrative Interns appointed from within the District maintain Unit 1 salary or, if entering from outside the District, will receive the Unit 1 entry level salary.

9.7 Administrative Intern Retirement Benefits

1. Administrative Interns who elect to retire while in the position must have fifteen (15) years of continuous service within the District to receive health and all other benefits for retirement.

**ARTICLE 10
ADDITIONAL COMPENSATION**

10.1 In-Service/Advanced Study

1. Administrators shall receive District approved in-service credit for movement on the Placement Salary Schedule consistent with the District's past practice.

2. Adjustments to salary will be made for additional graduate hours earned after January 1, 1988, with salary not to exceed the salary range for the position as follows:

3. Six (6) hours, annual rate - \$375.00 earned after July 1, 2007 throughout the term of this Agreement:

10.2 Degree Credits

1. Adjustments to salary will be made for new degrees earned after July 1, 2011, if not previously earned and given salary credit by the District. The District will pay the following rates:

A.	CAS, annual rate	
	2010-15	\$2,500.00
B.	Doctorate	
	2010-15	\$5,000.00

10.3 Longevity

A longevity increment shall be added to the base salary of all employees who have completed years of continuous service in the District as indicated in the chart below. The

longevity increment shall be effective with the beginning of the first pay cycle following the anniversary date after completion of the required years of continuous service. If the District fails to adjust the longevity increment on the effective date, the longevity increment will be retroactive to the anniversary date.

The longevity schedule shall be the following:

10 years	\$1,000.00	15 years	\$1,500.00
20 years	\$2,000.00	25 years	\$2,500.00
30 years	\$3,000.00	35 years	\$3,500.00

10.4 12-Month Stipend and Tenure Stipend

1. Twelve (12) month administrators will be entitled to a three hundred dollar (\$300) stipend.
2. Any administrator receiving tenure will be entitled to a \$1,000 stipend upon receipt thereof.

10.5 Leadership Incentive Award

1. SAAS and the District agree that it is important to encourage the creativity and productivity of administrators. Toward that end, the parties have established a leadership incentive program for administrators to develop ideas and programs outside their usual scope of responsibilities. The proposals will address District priorities and the improvement of District operations. The Board of Education will allocate a minimum of \$5,000 annually to fund such a program.

10.6 Excellence Awards

1. The Superintendent will grant Excellence Awards to bargaining unit members based on criteria and a selection process agreed to by the parties. The award will not exceed \$1,000 per person, up to a maximum of \$10,000 per year, for this entire bargaining unit with the exception of Administrative Interns and shall not be added to the base salary of any administrator.

10.7 Sick Leave Buy Back

1. Any member of the Unit may elect to convert up to six (6) unused accumulated sick leave days each year to his/her TSA account or receive a check at an amount equal to fifty percent (50%) of the applicable per diem rate (see Salary Schedule Appendix A).

**ARTICLE 11
LEAVES OF ABSENCE**

11.1 Request for Leave of Absence

1. All requests for an excused, planned absence not otherwise covered by this Agreement shall be made by the administrator, in writing, to the Superintendent prior to the requested time of absence. The Superintendent shall determine whether or not such request for excused, planned absence shall be approved, and shall notify the administrator in question of his/her determination as soon as practical. In the event permission is granted the Superintendent shall determine whether or not deduction from salary shall be made.

11.2 Sick Leave

1. Each member of the Unit shall be allowed sick leave, without loss of salary, for at least seventeen (17) working days July 1 through June 30 because of personal illness or physical disability. Members who are hired after July 1 will receive prorated sick leave. If any member of the Unit does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year. Sick days shall be credited to each member's account at the beginning of each school year. There shall be no limitation on the total number of sick leave days which may be accumulated. Paid sick leave days shall not be deducted from credited service for increment purposes.

2. Any administrator who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

3. Administrators who are absent from duty because of illness may be required, at the discretion of the Superintendent, to file a medical report with the Director of Health Services. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

11.3 Death or Serious Illness in Immediate Family

1. Each administrator shall be granted up to six (6) days of leave with full pay for each death in the immediate family or of the nearest relative. Time off for death in the immediate family or nearest relative shall not be charged against the sick leave provided in Subsection 11.2 of this Article.

2. Up to three (3) days paid leave will be granted for serious illness in the immediate family and shall be charged against personal leave as identified in Subsection 11.7 of this Article. Immediate family for purposes of Subsection 11.3.1 and 11.3.2 consists of:

Brother	Mother	Father-in-law	Son
Daughter	Mother-in-law	Wife	Husband
Father	Sister	Guardian in loco parentis	

3. Each administrator shall be allowed one (1) additional full-time day to attend the funeral of any of the following members of the family:

Aunt or uncle	In-laws in, but not of, the above categories
Cousin	Nephew/ Niece
Grandchildren/ Grandparents	

4. If such death or serious illness occurs within a period during which a member of the Unit is on sick leave, and therefore not available for work, those days to which said member is entitled under the provisions of this Subsection shall not be charged against his/her sick leave accumulation. Such leave shall be on a non-cumulative basis.

5. The Superintendent is authorized to grant additional paid emergency or funeral leave under unusual circumstances which, in his/her judgment, justify such an exception.

11.4 Religious Days

1. Present policy for religious observance shall continue.

11.5 Compensation Cases

1. Administrators who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Worker's Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Worker's Compensation Law. In those instances where an illness or injury is determined by the District, or other forum of competent jurisdiction, to be compensable as arising out of and in the course of employment, the District will compensate said administrator during the period of such illness or injury up to the amount of his/her full salary. In the event an administrator receives a personal injury incurred as a result of an activity necessary to protect the well being of any individual or the property of physical plant of the District, the District will compensate said administrator during the period of such injury up to the amount of his/her full salary. Because the District is self-insured, and, therefore, has no insurance carrier from which to receive the reimbursement to which it would otherwise be entitled under the Worker's Compensation Law, the District shall charge to the administrator's accumulated sick leave any time taken because of such illness or injury for which the administrator receives his/her regular salary and for which the District would be reimbursed if it were not self-insured. Such charge to and deduction from, sick leave shall be proportionate to, and based upon, the amount of reimbursement the District would receive if not self-insured.

2. Administrators who are absent from duty with pay pursuant to this Paragraph may be required, at the discretion of the Superintendent, to file a medical report with the Director of Health Services. When such a report is requested, the Superintendent will make a determination on the basis of said report, and the recommendation of the Director of Health Services, whether pay shall be continued. Except as expressly modified herein, payments to an administrator for illness or injury arising out of and in the course of employment shall not exceed those provided

under Compensation Law unless the Superintendent, at his/her sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any Compensation Board which is at variance with the determination of the Superintendent.

3. Instead of accepting full sick leave pay during such disability period, the administrator shall have the option to accept compensation benefits at the statutory rate only.

4. The parties agree to study the issues of Worker's Compensation, Sick Leave, New York State Disability Insurance and other statutory programs for the purpose of developing a more cost effective method of providing such benefits. Should any changes be agreed upon during the term of this Agreement, they shall be implemented expeditiously.

11.6 Supplemental Sick Leave

1. There shall be a Sick Leave Committee, consisting of one (1) administrator appointed by SAAS, one (1) administrator designated by the Superintendent, a third member selected by the other two (2), and the Director of Health Services who shall be an advisory member. Said Sick Leave Committee shall review, and pass upon applications for additional sick leave days, submitted by members of the Unit.

2. Applications for additional sick leave days may be made to the Committee by any member of the Unit who has suffered a prolonged illness or injury (as hereinafter defined), whose accumulated sick leave has been exhausted, and who has no other source of coverage such as income protection insurance, accident and health insurance, catastrophe insurance, etc., which would provide an income equal to the administrator's salary.

3. For purposes of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is "serious", as used herein, shall be resolved by the Director of Health Services. The purpose of this Paragraph is to provide additional sick leave in extraordinary situations where a seriously ill or injured administrator has no other significant means of income and cannot return to work for a prolonged period of time (after accumulated sick leave credit has been exhausted) which will create a bona fide economic hardship upon the administrator. It is not intended to cover absences of a day, or several days, in excess of accumulated sick leave, or situations where there is no serious or prolonged illness or injury, or where no bona fide economic hardship exists. The Committee is authorized, however, to grant additional sick leave upon a prorata basis where, at its discretion, it deems it appropriate to do so and such proration does not exceed the general limitations set forth herein.

4. Prior to, or no later than concurrent with, the submission of the application for additional sick leave, the administrator shall provide the Director of Health Services with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the administrator examined by the Director of Health Services or a physician designated by the Director of Health Services.

5. If additional sick leave is granted by the Committee, said additional leave shall not exceed sixty (60) days, and shall be chargeable upon the basis of one (1) day for each day's pay which would have been received had there been no illness or injury.

6. There shall be a limitation of the total number of additional sick leave days which may be granted by the Committee to the extent that the total annual expenditures therefore shall not exceed Twenty-One Thousand Dollars (\$21,000). Thereafter the amount will be increased consistent with the general percentage increases as they occur throughout the term of this Agreement. It is understood and agreed that the inclusion of said maximum figure is to be in no way construed as a guarantee or commitment by the District that any such monies must, or will, be expended in the designated time period. Said maximum represents only the total amount which is available in the event the Committee determines an application to be meritorious and within the purview of this Article.

7. The decision of the Committee shall be final, binding, and not subject to the grievance and arbitration procedure set forth in the grievance procedure of this Agreement.

8. Unit 2 representatives will be entitled to serve and participate in the District-wide Sick Leave Committee.

11.7 Personal Leave

1. All full-time administrators may request permission from their direct supervisor (the person to whom they directly report) for time off with pay. It is the intent and purpose of this Section to provide time for administrators to attend to only those personal matters which cannot be attended to at a time other than during a normal working day.

2. All full-time administrators shall be entitled to three (3) days of personal leave per school year prorated for part-time employees. Unused personal days up to a limit of three (3) shall be accumulated and credited to the administrator's sick leave at the end of the school year.

3. Administrators shall be required to notify the Superintendent or his/her designee of their intention of using a personal leave day at least five (5) days prior to the date of the leave, except under unusual circumstances. Although reasons need not be stated by the administrator, it is understood and agreed the purpose of this Article is to permit administrators to attend only to those personal matters which cannot be accomplished during other than normal working hours.

11.8 Graduation Awards

1. Each administrator will be entitled to one (1) leave day with full pay to attend his/her own graduation or ceremony at which he/she is the recipient of an award or special honor.

2. Such leave day will not be deducted from accumulated sick leave allowance or personal leave allowance.

3. Requests for an excused absence for graduation, as provided in this Sub-paragraph, shall be filed with the direct supervisor, as provided in 11.7.1 of this Article.

11.9 Jury Duty

1. Each employee shall be granted leave with pay as necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. When an employee receives a notice to serve as a juror, he/she shall promptly notify his/her supervisor or designee, on the first school day following receipt of such notice by providing him/her with a copy thereof.

11.10 Absence for other Judicial Proceedings

1. When an administrator is required to appear in court or for any other judicial or administrative proceeding, leave with full pay (as necessary to comply with the order) shall be granted, provided the appearance is in some way connected with the professional duties and responsibilities of the administrator. Appearances which are not in the line of duty will be judged on their individual merits by the Superintendent.

11.11 Temporary Military Leave

1. Military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty, and while going to and returning from such duty as provided by law, except the term "ordered" shall not include those instances where the leave is the result of employee contrivance, whether by planned acquiescence or other means direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District.

11.12 Professional Improvement

1. A line item shall be included in the annual District budget for the purpose of providing an opportunity for members of the Unit to attend professional conferences, with the approval of the Superintendent. A committee of the Association shall meet with the representatives of the Superintendent at the beginning of each budget year to determine which meetings shall be attended by representatives of the administrative staff in the Unit, and select the members of the Unit who shall attend. Distribution of the funds made available for this purpose shall be recommended to the Superintendent no later than February 1 of each year, and the Superintendent shall announce the schedule of conference attendance as soon thereafter as possible.

2. Officially authorized Association delegates and/or alternates (as required) shall be granted time necessary, with pay, to attend conventions upon timely written request to the Superintendent. All expenses shall be borne by the individual or the Association. Representatives of the Association, in addition to delegates and alternates, may be excused by the Superintendent, or his/her designee, to perform official Association functions.

3. Excused absences, with pay, may be granted to any administrator to attend professional meetings, conferences, and workshops, when approved by the Superintendent or his/her authorized representative.

11.13 Emergency Closings

1. Each administrator shall receive full pay for absence due to abnormally severe weather or other emergency conditions when approved by the Superintendent of Schools as indicated in the annual administrative bulletin related to emergency closing of schools.

2. The official closing of schools by the Superintendent shall not result in loss of pay by any administrator unless such closing is the result of unauthorized absence from duty by members of the Unit or unless an administrator has been granted excusal from duty, without pay, for the day(s) of such closing.

3. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any administrator for the days thereby added to the School Calendar.

ARTICLE 12 SPECIALIZED LEAVES OF ABSENCE

12.1 Guidelines

1. Administrators who have acquired tenure in the District may be granted leave of absence, which shall be without loss of tenure, upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave. The tenure requirement shall not apply in the case of request for maternity or military leave of absence. The Superintendent is also authorized to grant leave of absence to other probationary employees under extraordinary circumstances deemed acceptable to him/her.

2. Administrators shall make written application for a leave of absence on a form provided for that purpose, obtainable in the Personnel Department office. The application shall be directed to the Director of Personnel stating the specific reason for the leave. The application shall be filed at least thirty (30) days prior to the effective date of the leave. Administrators shall furnish any evidence in support of their request as may be required by the Superintendent.

3. Leave of absence shall be granted for a period of one (1) year, except where leaves of longer duration are specifically permitted in other Paragraphs of this Article. Special requests for periods of less than one (1) year may be granted at the discretion of the Superintendent. Administrators on leave of absence shall notify the Director of Personnel, in writing and prior to June 30, of their intention for the following school year.

4. Planned leaves of absence are contingent upon the availability of qualified regular substitute administrators. Regular substitute administrators shall be appointed and their names carried in the minutes of the Board of Education as “Regular Substitutes”, along with the names of the administrators for whom they are substituting. Regular Substitute Administrators so appointed are not eligible for tenure except as provided by law.

5. The Board of Education reserves the prerogative of recalling to service any or all administrators who have been granted leaves of absence, when an emergency or shortage makes such action necessary. It is understood, however, that leave granted for personal illness, maternity, approved educational commitments, military, Red Cross, Peace Corps, or VISTA service shall not be affected by this provision.

6. An administrator returning from any leave of absence may be reassigned to any vacancy within the District for which he/she is qualified by certification and experience, such as an assignment which is the same or substantially the same as the position previously held.

7. For the year(s) in which an administrator is on a non-teaching leave of absence there shall be no salary advancement with the exception noted in Paragraph 12.2.1 of this Article.

12.2 Continuing Education

1. Administrators may be granted continuing education leave of absence, with or without pay, for a period not to exceed two (2) years for purposes of education, travel, or other professional activities which, in the judgment of the Superintendent, are in the best interests of the District and the administrator involved. At the conclusion of such leave of absence with pay, an administrator shall return to service with the Syracuse City School District for a minimum period equal to the duration of the leave. In the event of the administrator’s failure to meet this obligation, such monies as have been paid to the administrator by the District while on such leave of absence shall be repaid to the District on a pro-rata basis, unless the District waives repayment. This provision shall not apply when for physical or other reasons beyond his/her control, the administrator is incapable of further service.

2. There shall be no restrictions on eligibility for continuing education leave, but in no instance shall more than one percent (1%) of the total administrative staff be on continuing education leave at any one time. The one percent (1%) limitation shall also apply to continuing education leaves which are granted during the summer months which may be applied for on a year-to-year basis.

3. The Superintendent shall be guided, but not bound, by the following in the administration of this Article.

4. As a general rule, after seven (7) or more years of service in the District an administrator may apply for and be granted a leave with full pay for a period not to exceed one (1) semester or half pay for a full school year.

5. Applicants must file a statement indicating the definite purpose for which such leave of absence is desired.

6. Grants and scholarships shall not be deductible from salary received while on such leave. Other monies may be deductible.

7. Evaluation of applications for continuing education leave of absence should be according to the following criteria:

- A. educational value to the Syracuse schools
- B. educational value to the individual concerned
- C. type of research, study, or travel planned

8. In cases of equally meritorious applications, length of service in the Syracuse City School District should be the deciding factor.

9. Applications for continuing education leave should be made not later than February 1; the applicants should be notified of approval (or disapproval) not later than March 1. The February 1 date also applies to administrators desiring a one-half year continuing education leave during the fall semester. Those applying for a one-half year continuing education leave for the spring semester must submit applications by October 1, with notification to be made by not later than November 1.

10. Administrators on paid continuing education leave will receive all normal salary increments.

11. In the event the purpose of a paid continuing education leave is frustrated, and cancellation of the leave becomes necessary, the following provisions shall apply:

A. Personal Illness/Vacation

The regular sick leave policy shall apply in the same manner as if the administrator were in active service in the District, with the exception that Article 8.4.1 shall not apply.

B. Cancellation of Program

In the event of cancellation or termination of the program the administrator shall be returned to the first available vacancy for which he/she is qualified. During the interim, if any, he/she will continue to receive full pay and benefits until such vacancy occurs, provided he/she accepts assignment to other professional duties for which he/she is qualified.

12.3 Personal Reasons

1. Any administrator, upon request, and with the approval of the Superintendent, may be granted a leave of absence, without pay, of up to three (3) years for personal reasons, one (1) year at a time.
2. Extensions of such leave may be granted at the discretion of the Superintendent.

12.4 Extended Personal Illness

1. Any administrator whose personal illness extends beyond the period of accumulated and extended sick leave will, upon application, with the approval of the Superintendent, be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness, up to a maximum of five (5) years. Such request for leave of absence shall be granted for one (1) years and must be supported by a physician's certificate. The leave may be renewed annually, and each request for renewal shall also be supported by a physician's certificate. At the end of the five (5) years, the administrator may be dismissed, pursuant to tenure law.
2. Administrators returning to active service after such leave will, upon request, furnish the District with a doctor's certification indicating fitness to return to full employment.
3. Administrators exhausting accumulated sick leave who do not request personal illness leave of absence may be placed on inactive status for a period not to exceed five (5) years and then dismissed for neglect of duty, pursuant to the tenure law.

12.5 Pregnancy

1. An administrator who becomes pregnant shall be entitled to a leave of absence of up to two (2) years, without pay, up to one (1) year at a time. Application for said leave shall be accompanied by a statement from the administrator's physician confirming her pregnancy. The leave may be for a period of less than one (1) or two (2) years duration so as to conform to the individual circumstances of each case.
2. A pregnant administrator may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from her personal physician. If the administrator continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her administrative duties because of her pregnancy before she commences her personal leave of absence. If the administrator commences her personal leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in the same manner as any other personal leave, and she shall not be eligible for any unused accumulated sick leave benefits. In the event that an administrator does continue to work until physically unable to do so, as set forth above, she shall be eligible for accumulated sick leave benefits only for the period of actual physical disability and not for any period of time

during which she is able to return to work, but does not, merely as a matter of convenience or personal preference. In connection therewith, and in order to become eligible for accumulated sick leave benefits, she may be requested to file with the Director of Health Services any and all necessary medical evidence establishing the period of medical disability. With regard thereto, the District reserves the right to review and evaluate the recommendations and conclusions of the administrator's private physician, and also the sole and exclusive discretion to determine the legitimacy of each claim processed under this Subsection.

3. Probationary administrators returning from leave under this Section within the maximum period for any one (1) pregnancy shall be credited with the probationary period already served. Any probationary administrator returning from leave in excess of three (3) years shall be required to serve a probationary period of at least one (1) year, regardless of the number of years of the probationary period already served prior to that time.

12.6 Child Care

1. Any administrator shall be granted, upon written application, a child care leave up to two (2) years. Such leave will be granted without pay and shall be granted for a period of up to one (1) year at a time.

2. In the event that both father and mother are employed by the District there shall not be a duplication of child care and/or maternity leave, and only one individual shall be granted leave at any one time. If the mother is not an employee of the District and remains at home to care for the infant, child care leave shall not be granted to the father employed by the District unless he can prove to the satisfaction of the District there are exceptional and medically compelling circumstances which require him to remain at home.

3. Child care leave provided for in this Subsection shall also be available in cases of adoption.

12.7 Military

1. Military leave of absence for administrators shall be granted pursuant to the New York State Military Law and any other state or federal statutes which may apply. Such military leave of absence shall be granted to any administrator while engaged in the performance of ordered duty, and while going to and returning from such duty, as provided by law. Absence of an administrator pursuant to this Paragraph during time of national emergency, shall not constitute an interruption of continuous employment. An administrator returning from military leave of absence shall be entitled to the full military service credit then allowed for salary purposes to new applicants for positions in the District.

12.8 Illness in Immediate Family

1. Any administrator on tenure may secure a leave of absence when sufficient evidence has been presented that an emergency exists due to illness in the administrator's

immediate family. The duration of the leave may be for less than one (1) school year and may be renewed for not to exceed two (2) consecutive years.

12.9 Public Office

1. The District may, in its discretion, grant a leave of absence without pay to any administrator to campaign for, serve in or continue to serve in, a public office. Upon return from such leave, this service shall be evaluated for related service credit on the salary schedule. Any determination made, however, shall be within the jurisdiction of the Director of Personnel Services.

**ARTICLE 13
BENEFITS**

13.1 Health and Dental Insurance

1. The District will provide health insurance benefits as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Health Benefits Program. With regard to the Syracuse City School District Health Insurance Program, the District will assume all costs of such program except for the following employee contributions:

A. For health care, the employees shall contribute the following amounts per 24 check deductions to the cost of District provided health care benefits depending upon the individual’s income (base salary or wages) on July 1st. The rates change on September 1st.

2011-2012 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,104.20	\$2,827.00	\$46.01	\$117.79
>\$90,000	2	22%	\$1,214.62	\$3,109.70	\$50.61	\$129.57
>\$100,000	3	24%	\$1,325.04	\$3,392.40	\$55.21	\$141.35
>\$110,000	4	26%	\$1,435.46	\$3,675.10	\$59.81	\$153.13
>\$120,000	5	28%	\$1,545.88	\$3,957.80	\$64.41	\$164.91
>\$130,000	6	30%	\$1,656.30	\$4,240.50	\$69.01	\$176.69

2012-2013 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,289.80	\$3,301.20	\$53.74	\$137.55
>\$90,000	2	22%	\$1,418.78	\$3,631.32	\$59.12	\$151.31
>\$100,000	3	24%	\$1,547.76	\$3,961.44	\$64.49	\$165.06
>\$110,000	4	26%	\$1,676.74	\$4,291.56	\$69.86	\$178.82
>\$120,000	5	28%	\$1,805.72	\$4,621.68	\$75.24	\$192.57
>\$130,000	6	30%	\$1,934.70	\$4,951.80	\$80.61	\$206.33

2013-2014 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,393.00	\$3,565.40	\$58.04	\$148.56
>\$90,000	2	22%	\$1,532.30	\$3,921.94	\$63.85	\$163.41
>\$100,000	3	24%	\$1,671.60	\$4,278.48	\$69.65	\$178.27
>\$110,000	4	26%	\$1,810.90	\$4,635.02	\$75.45	\$193.13
>\$120,000	5	28%	\$1,950.20	\$4,991.56	\$81.26	\$207.98
>\$130,000	6	30%	\$2,089.50	\$5,348.10	\$87.06	\$222.84

2014-2015 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,504.60	\$3,850.60	\$62.69	\$160.44
>\$90,000	2	22%	\$1,655.06	\$4,235.66	\$68.96	\$176.49
>\$100,000	3	24%	\$1,805.52	\$4,620.72	\$75.23	\$192.53
>\$110,000	4	26%	\$1,955.98	\$5,005.78	\$81.50	\$208.57
>\$120,000	5	28%	\$2,106.44	\$5,390.84	\$87.77	\$224.62
>\$130,000	6	30%	\$2,256.90	\$5,775.90	\$94.04	\$240.66

Co-pays for office visits shall be \$9.00

Retiree health eligibility shall be ten (10) years in the Syracuse City School District.

A \$100.00 in-patient co-pay.

B. Cost to Retirees (1) and (2)

Individual benefits – under 65	Medicare B Rate to the District
Individual 65 or older	Medicare B Rate to Medicare
Family benefits – all under 65	Medicare B Rate to the District
Family benefits with at least one 65 or older	Medicare B Rate to Medicare

C. The Mail Order Drug Program co-pays will be \$6.00 (generic drugs), \$18.00 (preferred drugs) and \$35.00 (non-preferred drugs).

D. The deductibles for out-of-network and major medical care shall be \$75.00 for individual coverage and \$225.00 for family coverage. The co-payment for emergency room visits shall be \$35.00.

E. Amendment of Coverage's and Benefits.

Each party agrees that, upon request of the other party during the term of this Agreement, modifications to the coverage's and benefits afforded by the existing plans may be studied and reviewed jointly. Further, the parties may also agree to explore and agree upon other options and

benefit configurations in the interests of providing the most beneficial and cost efficient plans and coverage's to the members of the Unit.

Any modifications achieved by the above shall be reduced to writing and become

- a. a new amendment to this Agreement.
- b. The parties further agree that should the District agree to modify coverage's and/or benefits afforded through the current plan so as to provide more beneficial coverage, rates or contributions for same, with any other group of employees who are members of any other recognized bargaining unit, the District, upon request, will also afford the opportunity to this Unit's representatives to consider and agree to such other more favorable coverage, rates or contributions. Further, if such modification is acceptable to this bargaining unit, the District agrees to implement same as soon as practicable. For the duration of this contract the Association will place this section in abeyance and hold the District harmless from asserting beneficial coverage beyond what has been agreed heretofore.
- c. The parties further agree that, upon the expiration of this Agreement, the rates of contribution, as converted to actual dollars, for health, dental and vision plans or coverage's shall remain in place and not be further increased until a successor agreement is reached.

2. Retirees over the age of 65 are responsible to apply for and pay for Medicare B coverage (primary) with the Medicare B provider. At such time, District provided coverage under its plan will become secondary.

3. Retirees under the age of 65 must pay a premium cost equal to the cost of the Medicare B rate directly to the District. As the Medicare B rate changes, so will the retirees' contribution to the Health Plan.

4. The District will provide a Dental Insurance Program negotiated by the parties and as set forth in a separate document entitled "Syracuse City School District Dental Assistance Plan Booklet." Monthly deductions for participating employee contributions shall increase \$1.00 for individual monthly contribution and shall increase \$2.00 for family monthly contribution each year of the contract beginning July 1, 2011.

5. For any administrator hired before July 1, 1978, group health and dental insurance eligibility shall be determined under the administrative regulations of the insurance carrier(s); no administrator who fails to qualify under the rules of the carrier(s) shall have the benefits of the health and/or dental insurance program. Any administrator hired after July 1, 1978, must, in addition to the foregoing eligibility requirements, also regularly work twenty-five (25) or more hours per week. No grievance shall be entertained nor shall any arbitrator have the power to award redress which would require the District to pay any health or dental insurance benefit which is disallowed by the present carrier(s) or any successors thereto. This provision shall in no way be construed as preventing the administrator from taking such action as may be deemed

necessary against the carrier(s) if the administrator feels that any determination made by the carrier(s) regarding eligibility is inappropriate.

6. Payments for treatment of mental or nervous disorders outside the hospital are covered, but subject to eighty percent payment reimbursement. There shall be a maximum of \$60.00 per visit and \$3,000 per year in benefits to a lifetime maximum of \$6,000 total benefits, which shall be for employees only.

7. Well child care is a benefit of the District's Health Benefits program.

8. The parties agree to establish and maintain a plan for a vision care allowance or reimbursement to individual employees, which shall be administered, on an annual basis using a specific dollar amount of \$150.00 to be allocated for each employee. The \$150.00 annual allocation may be utilized by the unit members and/or his or her covered dependents. In no event shall the District be required to pay or reimburse annually in excess of \$150.00 per employee.

9. In the event that both husband and wife are full-time employees of the District, the rate of contribution for independent coverage shall be the sum of the two individual premiums (amount dependent on income level of each spouse).

10. In the event any member of the Unit, or his/her dependent, is eligible for benefits under another health plan and receives benefits there under, and the current plan or any future plan of the District insurance has a coordination of benefits provision, the District shall not be liable to make duplicate payments of benefits which have already been paid by such other plan and which the District's plan did not pay.

11. The District has established at no cost to the employee, a flexible benefits spending plan pursuant to IRS regulations, with operating procedures jointly determined by the parties, and administered by Preferred Group Plans, Inc. in accordance with IRS regulations. This plan may be utilized for premium payments, deductions, co-insurance amounts, dependent care, and other unreimbursed medical expenses.

12. Unit members who retire during the term of this Agreement shall be entitled to participate, during their retirement and at their sole expense, in the District's dental and vision care insurance program(s) and such expense shall be based upon such formula/computation rate as is utilized by the District for other employees or retirees in connection with C.O.B.R.A. computations.

13. Unit 2 representatives will be entitled to serve and participate in the District Claims and Benefits Committee (POMCO).

13.2 Personal Loss

1. The District will reimburse administrators for items of clothing or other personal property which are damaged or destroyed when, in the course of employment, the administrator

becomes involved or engaged in situations which are unusual and/or do not regularly or normally occur, such as altercations between students and/or administrators, non-aggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the administrator has been careless or negligent, and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the administrator is able to be otherwise reimbursed as a result of his/her existing insurance coverage. In no instance, however, shall such reimbursement exceed Five Hundred Dollars (\$500.00) with regard to any claim which is processed under this Section. The District shall not be liable for the reimbursement required by this Paragraph if the administrator refuses or fails to file the necessary reports and institute the necessary proceedings to facilitate the police and District investigations and prosecutions for such incidents.

13.3 Lunch

1. All administrators shall have a thirty (30) minute duty free lunch period.

13.4 Mileage

1. The District will compensate bargaining unit members at the then current mileage rate per Board of Education approved travel.

13.5 Physical Exam

1. The District will reimburse administrators, who are forty-five years of age or over, up to Three Hundred Dollars (\$300.00) for the cost of an annual physical examination.

13.6 School Passes

1. Each administrator shall be granted, on request, a pass for school functions in the district for which admission is charged. Passes shall be available through each school office.

13.7 Retirement

1. Any administrator who is eligible to retire under the New York State Teachers Retirement System shall be granted a retirement stipend of \$18,250 or the daily stipend of \$40.00 per day times the number of accumulated sick days in addition to the final year's salary, whichever is greater. The District shall continue to utilize the 403(b) salary deferral program for this stipend.

2. Members who retire pursuant to this paragraph who are at or above the maximum of the salary range, who provide the Superintendent with at least two years written notice by an irrevocable letter of retirement, shall be paid an amount equivalent to 1/10th the difference between the hiring rate and the maximum rate in the salary range for that title.

3. The District agrees to continue the 403(b) salary deferred program for retirees.

13.8 Free Tuition in District for Children of Employees

Administrators in full-time positions may have their children or legal wards attend schools within the Syracuse City School District without payment of tuition. This privilege shall be extended to children of legal school age who have not graduated from an approved high school and shall be continued unless it is determined through due process that the student's enrollment is not in his/her best interests. School assignment will be consistent with the District's regular student assignment policies. Transportation to and from school shall be the sole responsibility of the individual student's parents or legal guardian and not subsidized by the District.

ARTICLE 14 PARTICIPATION IN CURRICULUM, TEXTBOOK INNOVATION AND GRANT PROPOSALS

- 14.1** 1. When existing practices are proposed to be changed, the administrators and supervisors whose jurisdictions are affected shall be involved from the very beginning in the planning and development of all such proposed changes.
2. Curriculum innovation, revisions, and review shall be the shared responsibility of the professional staff that is teachers, administrators and their respective staffs.
3. At the request of the Curriculum Committee, a group of competent lay members may be appointed to serve in an advisory capacity.
4. Whenever curriculum or instructional changes are instituted in accordance with District policy, the supervisor in charge of the area of instruction and the Director shall be advised in writing before such change is made.
5. Selection of textbooks and other curriculum materials shall be made by committees of teachers, supervisors, and building principals under the supervision of the Assistant Superintendent for Curriculum and Instructional Services and subject to approval by the Board of Education. Recommendations for textbook changes shall be submitted to the Board for approval no later than the regular meeting in May.
6. The District and the Association recognize the importance of curriculum, innovation, and change, and jointly acknowledge that careful advance planning for change is essential. The parties agree that no curriculum change which will necessitate reorganization of the schools shall be submitted for final action by the Board later than the regular meeting in January of the school year preceding the school year in which the change is to take place. Changes to be implemented in the spring semester shall be submitted no later than the regular meeting the preceding June. The Superintendent shall not be requested to recommend deviation from this provision except under unusual and extraordinary circumstances where these deadlines could not be reasonably met. The Superintendent shall always be free to recommend exceptions to this policy at his/her discretion.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 Definitions

1. For the purpose of this Agreement, and except as hereinafter set forth in Sub-Section 15.7, a “grievance” shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement which alleges violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement. It is understood and agreed this Article shall not be a substitute for any other appropriate action or relief available to any employee who is covered by the terms and conditions of this Agreement. In the event any employee elects to invoke such alternative statutory relief, it shall be considered to be a waiver of his/her right to thereafter seek recourse by means of this Article with respect to the dispute or controversy as to which statutory relief is invoked. Moreover, it is further understood and agreed a grievance, as defined in Section 682(4) of Article 16 of the General Municipal Law, shall not be eligible to be processed in accordance with the provisions of this Article, and therefore not subject to arbitration, except in those instances where such grievances as therein defined would, if valid, constitute a violation, misinterpretation, misapplication, or inequitable application of the express terms and conditions of this Agreement.

2. “Grievant” means any person or group of persons in the Unit filing a grievance.

15.2 Purpose

1. The primary purpose of the procedure set forth in this Section is to secure, at the earliest possible stage of procedures, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this Section, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration.

15.3 Structure

1. The Syracuse Association of Administrators (SAAS) shall establish a Professional Rights and Responsibilities Committee. In the event any member of the Committee is a party in interest to any grievance brought before it, they shall be disqualified from considering such grievance and shall be replaced by an alternate.

2. The Professional Rights and Responsibilities Committee shall constitute an advisory group of members who shall be broadly representative of the membership of the Unit. From time to time, the Chair of the Professional Rights and Responsibilities Committee shall appoint there from, adhoc, three (3) member advisory groups to determine, in accordance with the procedure hereinafter set forth, whether, in the opinion of any such committee, a particular grievance brought to it by a member is, or is not, meritorious.

3. The grievant shall have the right to present a grievance free from interference, coercion, restraint, disorientation, or reprisal.

4. Hearing described in the approved grievance procedure shall be confidential.

15.4 Procedure

1. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process, but when mutually agreed upon the time limits given below may be extended.

2. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to the administrator or group of administrators concerned, the time limits set forth herein shall be appropriately reduced.

15.5 Stage One

1. The grievant shall first discuss the matter with the administrator who has the immediate authority to resolve the grievance, either individually or with his/her Professional Rights and Responsibilities representative, with the objective of resolving the matter informally.

2. If the grievance is not resolved informally at Stage One, it shall be reduced to writing and presented to the administrator who has the immediate authority to resolve the grievance. Within two (2) school days after the written grievance is presented the administrator shall render a written decision to the grievant and the Association representative (if involved).

15.6 Stage Two

1. In the event the grievance is not satisfactorily resolved at Stage One, the grievant shall file the grievance in writing with the appropriate ad hoc committee within five (5) days after the decision at Stage One. The ad hoc committee shall review the grievance and make a judgment on the merits within five (5) days. If the ad hoc committee decides the grievance lacks merit or the decision at Stage One is in the best interests of the educational system, it shall so notify the grievant. If the ad hoc committee decides the grievance has merit it shall be referred to the Superintendent, and all parties concerned shall be advised of such action.

2. The Superintendent shall designate three (3) persons to represent the administration in working with the ad hoc committee to arrive at an equitable solution of such alleged grievance. Within ten (10) days after receipt of the written grievance by the Superintendent, he/she and/or his/her representatives shall meet with the ad hoc committee to consider the problem and to attempt to resolve it.

15.7 Stage Three

1. If the Superintendent (and/or his/her designee) and the ad hoc committee are unable to agree on a disposition of the grievance, either party may submit such matter to binding arbitration in accordance with the procedure hereinafter set forth, if it involves application or interpretation of the express terms of this Agreement, or as hereinafter provided in Paragraph 15.7.8. A grievance concerning any term of this Agreement involving Board discretion or Board policy, may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, that is, in a manner arbitrarily or capriciously inconsistent with the general practice followed throughout the school system in similar circumstances. The arbitration proceeding shall be commenced by either party within fifteen (15) days after such failure to agree, by filing with all parties concerned with the Public Employment Relations Board or American Arbitration Association, a request for binding arbitration.

2. The parties will attempt to select an arbitrator by mutual agreement. If they are unable to agree on an arbitrator within ten (10) days after notice of arbitration has been received, the arbitrator shall be selected by the Public Employee Relations Board. The arbitrator shall be an experienced, impartial, and disinterested person of recognized competence in the field of arbitration.

3. The expenses of the arbitration shall be borne equally by the Association and the District.

4. In the event that, in the judgment of the Association's Professional Rights and Responsibilities Committee, a grievance affects a group or class of members, the Association's Professional Rights and Responsibilities Committee may submit such grievance, in writing, to the Superintendent directly, and such grievance shall be disposed of in accordance with the procedure set forth above, commencing at Stage Two, Paragraph 15.6.1.

5. The selected arbitrator shall hear the matter promptly and shall issue a decision in accordance with the then operative rules of the Public Employee Relations Board or American Arbitration Association. The arbitrator's decision shall be in writing and set forth findings of fact, opinion, and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement and shall be limited to the issue(s) submitted for arbitration, and without power or authority to make any decision:

A. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law;

B. involving Board discretion or Board policy under the provisions of this Agreement, Board bylaws, or under applicable law, except the Arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or

capriciously inconsistent with the general practice followed throughout the District in similar circumstances;

C. limiting or interfering in any way with the powers, duties, and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

6. The District agrees it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees it will not bring or continue, or represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

7. Notwithstanding any other provision of this Article or statute or decision to the contrary, an administrator may be suspended from duty as a result of being served with charges pursuant to Section 3020-a of the New York Education Law. Such suspension shall be with pay for a period not to exceed one hundred twenty (120) calendar days. If the suspension continues beyond one hundred twenty (120) calendar days it shall, in the sole discretion of the Board of Education, be without pay.

8. In the event an administrator, suspended from duty as a result of charges brought pursuant to Section 3020-a, wishes to challenge said charges, the administrator shall have the option to either proceed to a hearing as provided in Section 3020-a or to utilize the grievance and arbitration procedure set forth in this Article. The administrator shall, by written notice deliver to the Superintendent within ten (10) days after the receipt of the charges or the effective date of the suspension (whichever is later), indicate to the President of the Board of Education, and the Superintendent of Schools, which course of action he/she wishes to take. Recourse to both alternatives shall be mutually exclusive and the administrator's selection of one course of action shall constitute a waiver of any right, contractual or otherwise, to proceed under the other.

9. The option provided in Sub-Section 2 shall be operative only when a tenured administrator is suspended from duty because of charges brought under Section 3020-a, and not in any instance when a suspension is not imposed, but the one hundred twenty (120) day limitation on paid suspensions shall be effective whether the administrator chooses to further proceed either under Section 3020-a or the grievance and arbitration procedure of this Article.

15.8 Rights of Administrators to Representation

1. Any grievant may be represented at all meetings and hearings at all steps and stages of the grievance and arbitration procedure by another administrator and/or by another person, provided, however, the party in interest may in no event be represented by an officer, agent, or other representative of any organization other than the Syracuse Association of Administrators (SAAS); provided further, that when an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance process, except where the grievance involves only questions of fact peculiar to the individual grievant.

2. All meetings involving grievances shall be held during either unassigned time during the school day or after school hours.

3. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties.

4. There shall be no reprisals of any kind taken against the grievant or any member of the Association's Professional Rights and Responsibilities Committee or of the ad hoc committee, or any other participant in the procedure set forth herein by reason of such participation.

5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants. Copies of all statements, communications, and records will be sent immediately to the grievant involved.

6. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents, shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the procedure set forth herein.

7. In the event that a number of grievances arise which contain common questions of fact, they may be consolidated into one grievance on the motion of the Board, the Superintendent, or the Association, and processed as one grievance, except where such consolidation may prejudice the rights of any party.

ARTICLE 16 DURATION

Except as otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2011, and shall remain in full force and effect until June 30, 2015.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of June, 2011.

SYRACUSE ASSOCIATION OF ADMINISTRATORS (SAAS)

SYRACUSE CITY SCHOOL DISTRICT

By: _____
James Cannon, Executive President

By: _____
Daniel G. Lowengard, Superintendent

SYRACUSE ASSOCIATION OF ADMINISTRATORS (SAAS)

By: _____
Brian Nolan, President

APPENDIX A

Job Title:	Hiring rate: 7/1/11 & 7/1/12	Maximum rate: 7/1/11 & 7/1/12
Supervising Director	110,795	150,617
Director	108,205	147,675
High School Principal	105,107	144,015
K-8 Principal	102,370	140,662
Middle School Principal/Elementary Principal	99,489	137,146
Assistant Director/Administrator for	92,742	133,032
Supervisor	87,145	125,717
Coordinator/Vice Principal Secondary	83,479	118,517
Vice Principal Elementary	81,614	115,590
Specialist	66,449	112,707

Job Title:	Hiring rate: 7/1/2013	Maximum rate: 7/1/2013
Supervising Director	113,011	150,617
Director	110,369	147,675
High School Principal	107,209	144,015
K-8 Principal	104,417	140,662
Middle School Principal/Elementary Principal	101,479	137,146
Assistant Director/Administrator for	94,597	133,032
Supervisor	88,888	125,717
Coordinator/Vice Principal Secondary	85,149	118,517
Vice Principal Elementary	83,246	115,590
Specialist	67,778	112,707

Job Title:	Hiring rate: 7/1/2014	Maximum rate: 7/1/2014
Supervising Director	115,271	150,617
Director	112,576	147,675
High School Principal	109,353	144,015
K-8 Principal	106,506	140,662
Middle School Principal/Elementary Principal	103,508	137,146
Assistant Director/Administrator for	96,489	133,032
Supervisor	90,666	125,717
Coordinator/Vice Principal Secondary	86,852	118,517
Vice Principal Elementary	84,911	115,590
Specialist	69,134	112,707

THE PER DIEM RATE WILL BE CONSISTENT WITH THAT USED BY THE NEW YORK STATE RETIREMENT SYSTEM COMPUTATION (1/240 FOR 12 MONTH EMPLOYEES)

APPENDIX B

The coordination and supervision of all SCSD summer programs/school shall be the responsibility of Unit 2 members.

Principals or Vice Principals designated as the Supervisor of any Summer Program housed in their respective schools shall be compensated during the school year with recess days for the Holiday Recess, Mid-Winter Break, and/or Spring Recess (up to a maximum of three (3) days). This will be in addition to the yearly contractual allocation of vacation days. Administrators who share the responsibility of supervising any Summer Program can split the three (3) days accordingly. Additionally, administrator(s) designated to supervise any Summer Program will have flexibility in the use of vacation days during summer months not in conflict with any Summer Program, but not restricted by other imposed limitations, except for the last week of August, when they must be present in their regularly assigned schools;

1. COMPENSATION FOR SUMMER SCHOOL ASSIGNMENTS

A.	Summer School Principal	- <u>\$4,654.00</u>
B.	Summer School Coordinator	- <u>\$7,777.00</u>

2. HOURLY RATE

When it is necessary to convert administrative salaries to an hourly basis, the rate shall be: \$40.00

UNIT 2
HEALTH INSURANCE RATES
Rates change September 1st

2011-2012 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,104.20	\$2,827.00	\$46.01	\$117.79
>\$90,000	2	22%	\$1,214.62	\$3,109.70	\$50.61	\$129.57
>\$100,000	3	24%	\$1,325.04	\$3,392.40	\$55.21	\$141.35
>\$110,000	4	26%	\$1,435.46	\$3,675.10	\$59.81	\$153.13
>\$120,000	5	28%	\$1,545.88	\$3,957.80	\$64.41	\$164.91
>\$130,000	6	30%	\$1,656.30	\$4,240.50	\$69.01	\$176.69

2012-2013 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,289.80	\$3,301.20	\$53.74	\$137.55
>\$90,000	2	22%	\$1,418.78	\$3,631.32	\$59.12	\$151.31
>\$100,000	3	24%	\$1,547.76	\$3,961.44	\$64.49	\$165.06
>\$110,000	4	26%	\$1,676.74	\$4,291.56	\$69.86	\$178.82
>\$120,000	5	28%	\$1,805.72	\$4,621.68	\$75.24	\$192.57
>\$130,000	6	30%	\$1,934.70	\$4,951.80	\$80.61	\$206.33

2013-2014 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,393.00	\$3,565.40	\$58.04	\$148.56
>\$90,000	2	22%	\$1,532.30	\$3,921.94	\$63.85	\$163.41
>\$100,000	3	24%	\$1,671.60	\$4,278.48	\$69.65	\$178.27
>\$110,000	4	26%	\$1,810.90	\$4,635.02	\$75.45	\$193.13
>\$120,000	5	28%	\$1,950.20	\$4,991.56	\$81.26	\$207.98
>\$130,000	6	30%	\$2,089.50	\$5,348.10	\$87.06	\$222.84

2014-2015 Employee Contribution

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
>\$80,000	1	20%	\$1,504.60	\$3,850.60	\$62.69	\$160.44
>\$90,000	2	22%	\$1,655.06	\$4,235.66	\$68.96	\$176.49
>\$100,000	3	24%	\$1,805.52	\$4,620.72	\$75.23	\$192.53
>\$110,000	4	26%	\$1,955.98	\$5,005.78	\$81.50	\$208.57
>\$120,000	5	28%	\$2,106.44	\$5,390.84	\$87.77	\$224.62
>\$130,000	6	30%	\$2,256.90	\$5,775.90	\$94.04	\$240.66

* Based on 24 checks per year