

**CONTRACTUAL AGREEMENT**

**BETWEEN**

**MARCELLUS CENTRAL SCHOOL DISTRICT**

**MARCELLUS, NEW YORK**

**COUNTY OF ONONDAGA**

**AND THE**

**MARCELLUS FACULTY ASSOCIATION**

**JULY 1, 2022 – JUNE 30, 2026**

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## **ARTICLE 1:00 PROCEDURAL AGREEMENT**

### **1:10 RECOGNITION**

During the period of this agreement, the Marcellus Central School District Board of Education recognizes the Marcellus Faculty Association as the exclusive negotiating agent for all certified personnel, full-time and part-time, including school nurses, (Appendix 1:10 identifies the salary, benefits, and terms of employment for school nurses) and athletic trainers (Appendix 1:11 identifies the salary, benefits, and terms of employment for athletic trainers) (except Superintendent of Schools, Assistant Superintendents, Director of Pupil Services, Assistant Superintendent for Business, all other Administrators, and all teachers hired for less than thirty (30) consecutive school days. At the discretion of the Superintendent of Schools, a teacher hired for an anticipated duration of thirty (30) or more consecutive school days who is absent for a legitimate reason during the first thirty (30) school days may be recognized as part of the bargaining unit upon completion of thirty (30) non-consecutive school days of service.

### **1:20 AREAS FOR DISCUSSION AND AGREEMENT**

This constitutes an agreement between the Marcellus Central School District Board of Education and the Marcellus Faculty Association to reach mutual understanding regarding matters related to terms and conditions of employment.

### **1:30 PROCEDURES FOR CONDUCTING NEGOTIATIONS**

- 1:31 Negotiating Teams: The Superintendent and/or his designated representative(s) will meet with representatives designated by the Marcellus Faculty Association for the purpose of discussion and reaching mutually satisfactory agreements.
- 1:32 Opening Negotiations: The Marcellus Faculty Association and the Marcellus Central School District Board of Education agree to open negotiations no later than February 1 of each contract year upon written request by the Marcellus Faculty Association or the Superintendent of Schools. (All issues proposed for discussion shall be submitted in writing by the employee organization and the Superintendent or their designated representative at the first formal meeting following agreements on procedure for negotiations.)
- 1:33 Negotiation Meetings: The Board of Education and/or designated representative(s) shall meet at mutually agreed upon places and times with representatives of the Marcellus Faculty Association for the purpose of effecting a free exchange of facts, opinion, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. All meetings will be executive meetings. Following the initial meetings as described in Section 1:32 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

1:34 Exchange of Information:

1:341 Both parties and/or the Superintendent shall furnish each other, upon reasonable written request, all available information pertinent to the issue(s) under consideration.

1:342 Answers to proposals shall be submitted to the other party within a mutually determined time.

1:35 Consultants: The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the parties requesting them.

1:36 Release of Information: The parties agree that, during the period of negotiations and prior to reaching an agreement that any item to be released to the public concerning these negotiations will be first submitted to the opposite party for discussion between the chief negotiators. This should not be interpreted as a method of blocking the release of this information.

1:37 Reaching Agreement: When consensus is reached covering all areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Marcellus Faculty Association and the Board of Education for approval. Following approval by a majority of the membership of the Marcellus Faculty Association and by a majority of the Board of Education, it shall be signed by the Superintendent and the President of the Marcellus Faculty Association and shall become a part of the official minutes of the Marcellus Central School Board of Education. When appropriate, provisions in the agreement shall be reflected in the individual certificated employee's salary notice. The agreement shall not discriminate against any certificated member of the staff, regardless of membership or non-membership in any local professional organization.

## ARTICLE 2:00 LEAVES

### 2:10 SICK LEAVE

#### 2:11 Sick Days:

2:111 Certified staff members shall be advanced sick leave for each month remaining in that school year as follows:

<u>Certified Staff Member</u>	<u>Monthly Amount</u>
10 month employee	1.20 days
11 month employee	1.18 days
12 month employee	1.16 days

First year certified personnel are not eligible for current year's sick leave allowance until they report for duty and are physically capable of performing their duties.

2:112 Sick leave shall be earned:

10 month employee - 12 days/year  
11 month employee - 13 days/year  
12 month employee - 14 days/year

A staff member who is absent due to illness for five (5) or more consecutive working days may be required by the District to produce a doctor's note verifying the need for leave time due to illness.

2:12 Accumulation: Individual sick leave days may accumulate to a maximum of two hundred (200) days.

2:121 Sick Day Reimbursement at Retirement

All members will be reimbursed for unused sick days at a rate of \$70 per day, for a maximum of 100 days, to be paid as a non-elective employer contribution into a 403b Plan (as described in Section 17:60).

2:13 Notification: At the beginning of each school year, each staff member may request, in writing, the total number of individual sick days which have been accumulated to date.

2:14 Maternity Leave: Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. (See APPENDIX 2:14)

2:15 Sick Leave Bank:

- 2:151 New employees who are part of the bargaining unit must either donate one (1) sick day to the sick leave bank or opt out of the sick leave bank. New employees who are part of the bargaining unit and wish to opt out of the sick leave bank must notify the District in writing within 10 school days of commencement of their employment.
- 2:152 All days in the bank, including both District-donated days and employee-donated days, shall roll over from year to year.
- 2:153 After the start of the school year, if the number of days in the bank falls below 80 (including both District-donated days and employee-donated days), the District shall automatically deduct from each member of the bank one additional sick day to be contributed to the bank. If a member does not have any sick days when the automatic deduction happens, the District will deduct one (1) sick day from that member immediately upon accrual of additional sick days.
- 2:154 At the beginning of each school year, if the bank is below 160 days (including both District-donated days and employee-donated days), the District shall contribute enough days to the bank so the balance shall be 160 days to start the school year.
- 2:155 Sick bank days may only be used after a teacher's accumulated sick leave, including sick days, family sick days, and personal leave, has run out. Use of sick bank days will cease when the person dies, recovers, or Disability Insurance coverage takes over. The application for use of the sick leave bank can be found in Appendix 2.154
- 2:156 The maximum number of days from the bank that any individual may use in any school year is thirty (30).
- 2:157 Application for sick bank days shall be made to the Superintendent on the form mutually agreed upon by the Superintendent and the Marcellus Faculty Association. (APPENDIX 2:154)
- 2:158 Direct donation of sick leave days from one bargaining unit member to another will not be permitted.

## 2:20 FAMILY ILLNESS

Absence occasioned by an illness in the certified staff member's immediate family shall be granted at full pay for a maximum of five (5) days per year. Immediate family includes spouse, children, parents, mother-in-law, father-in-law, grandparents, grandchildren, brothers, sisters, or a domestic partner of the employee living in the household of the employee, or others at the discretion of the Superintendent of Schools. Days can be taken beyond the five-day limit and shall be taken as sick leave.

Family illness leave may also be used for child rearing purposes under certain circumstances. Family illness leave used for child rearing purposes shall include:

- The birth of a certified staff member's child, within the first six weeks after birth.
- The adoption of a child by a certified staff member, within the first six weeks after the adoption.
- The fostering of a child by a certified staff member, within the first six weeks of foster care placement.

Unless the absence is related to illness of the certified staff member's immediate family, days for this purpose are restricted to the five-day limit.

## 2:30 FUNERAL LEAVE

2:31 Absence occasioned by attendance at a funeral in the immediate family (same definitions as in 2:20) shall not be construed as sick leave. Leaves for funerals of members of immediate families shall be granted at full pay for a maximum of five (5) days per funeral.

2:32 Any extension beyond these limits shall be deducted first from personal leave days and then from sick leave days. Leave for funerals of some other persons other than immediate family shall be deducted first from personal leave and then from sick days.

## 2:40 PERSONAL LEAVE

2:41 For the transaction of personal matters, there shall be an allotment of four (4) days at full pay. Reasonable notice of such leave shall be given as soon as possible. Permission must be granted by the Superintendent of Schools or his designated representative(s); i.e., Building Principal. (Items covered: own wedding; college graduation for self, spouse, son or daughter; taking son or daughter to college; legal transaction; required court business; religious; paternity; child rearing; adoption or other at the discretion of the Superintendent of Schools).

2:42 For three (3) of the personal days, no reason need be given except when they fall prior to or subsequent to a holiday or vacation, in which case they must be for a reason specified in Section 2:41, above, and they may not be for travel convenience, or other vacation or holiday convenience, or lengthening the vacation or holiday, unless the Superintendent of Schools determines, at his or her

discretion, that there are extenuating circumstances supporting the use of personal days for travel-related reasons.

- 2:43 Any unused personal leave will be added to the individual staff member's accumulated sick leave in the next year.
- 2:44 Request for leave shall be made out on the attached form (APPENDIX 2:44) and except in the case of emergency situations submitted sufficiently in advance of the dates requested to be acted upon.

## 2:50 PROFESSIONAL LEAVE

- 2:51 Retirement System: Up to a maximum of three (3) officially authorized delegates and/or alternates as required will be given time off with pay to attend conferences of the New York State Retirement System. The District will assume responsibility for the delegates' and/or alternates' pay and for the payment of substitutes for them.
- 2:52 Marcellus Faculty Association Days: Up to a maximum of four (4) total days will be granted annually by the District to authorized delegates and/or alternates as required to attend conferences of State and National affiliates of the Marcellus Faculty Association. The District will assume responsibility for the delegates' and/or alternates' pay and for the payment of substitutes for them.
- 2:53 Educational Committees: Teachers may serve on educational committees or commissions such as those established by the state legislature, State Education Department, or others at the discretion of the Superintendent of Schools and when allowable expenses are paid by the sponsoring agency and are approved by the Superintendent of Schools.
- 2:54 Conferences: Institutes, Visitations:
  - 2:541 Attendance: Teachers may attend conferences or institutes relating to their area of assignment or overall educational responsibilities as well as intra- and inter-school visitations upon advance approval of the building principal and Director of Pupil Services. The District will assume responsibility for the teachers' pay and the payment of the substitute.
  - 2:542 Expenses: Reimbursement for expenses will be based on approved estimated expenses submitted prior to the attendance at the conference, institute, or visitation.
  - 2:543 Procedures: (Conferences/Institutes)
    - A. The Administration will seek budget support for conference requests.

- B. Teachers will be notified within fifteen (15) days of the submission of their request if their request is to be accepted and funded.

2.55 Chaperoning: Teachers assigned by the Administration to take part in, or chaperone, a school-sponsored trip will receive full pay and benefits with no loss of leave time.

## 2:60 LEAVES OF ABSENCE

2:61 Care of Sick Member of Immediate Family: Written request must be submitted to the Superintendent of Schools and Board of Education approval is required. Leave without pay may be granted for a maximum of two (2) semesters to staff members for the care of a sick member of the immediate family.

2:62 Work/Academic: Written request for work experience or academic leave must be submitted to the Superintendent, and, when approved by the Board of Education, such leave will be granted without full pay. No advancement of step on the salary schedule will be granted unless the experience is in the field of teaching or academic study.

2:63 Childrearing: Childrearing leave may be applied for and granted for the purpose of childrearing after the birth, adoption, or fostering of a child.

2:631 The teacher must apply for the leave within six (6) weeks after the birth or adoption of the child. Teachers applying for childrearing leave are required to apply on the standard form approved by the Superintendent and Marcellus Faculty Association President.  
(APPENDIX 2:631)

2:632 The leave shall be extended for the remainder of the school semester in which the child is born or adopted and may be extended for the next two (2) semesters as agreed upon by the teacher and the Superintendent of Schools. At the discretion of the Superintendent of Schools, a teacher may schedule a return to work from a childrearing leave in the middle of a semester rather than at the beginning of a semester. Additional leave requests will be processed under Section 2:67.

2:633 There shall be no compensation during this leave period.



- 2:634 During this leave, the teacher shall not engage in gainful employment, other than the approved occasional per diem substitute teaching, during hours that (s)he would normally be working as an employee of the Marcellus Central School District. If a violation is found, the District will have the option to cancel said leave and demand an immediate return to work of the employee in question.
- 2:635 In extenuating circumstances, the teacher may request, in writing, to return in advance of the scheduled return date. Within 10 days of receipt of that written request, the teacher and the building principal will meet to determine when the teacher should return in light of student needs. If the parties cannot agree, the teacher may return within 10 school days of the meeting.
- 2:636 Nothing contained in this provision shall diminish the rights provided to teachers under the Family and Medical Leave Act (“FMLA”) to take a leave of absence for the birth or adoption of a child, and such FMLA leave will run concurrently with childrearing leave under this provision.

2:64 Physical Examinations:

- 2:641 This Agreement does not abridge in any way the rights that the District has regarding physical or psychiatric examinations under Section 913 of the New York State Education Law.
- 2:642 It is agreed that the procedures set forth in this subparagraph will apply in only the following two circumstances: (i) where a bargaining unit employee seeks to begin or return from an extended leave of absence, and the District desires a doctor’s assessment of the employee’s physical or mental ability to perform in a satisfactory manner; and (ii) where a bargaining unit employee, who is absent due to illness or injury but who is not on an extended leave, seeks to return to work and the District desires a doctor’s assessment of the employee’s physical or mental ability to perform in a satisfactory manner. In such circumstances:
- (a) The Superintendent may request, at District expense, a physical examination from an employee’s own physician to determine the physical and/or mental ability of said employee to perform work in a satisfactory manner;
  - (b) If the Superintendent is not satisfied with the examination, he may request, at the District expense, that it be performed by a physician selected by the District;
  - (c) If there is difference of opinion between employee’s and the school’s physician, the Superintendent will request at District

expense the employee's and school's physicians to select a third (3rd) physician whose opinion would be binding on the parties concerning the health status or prognosis affecting the employee.

2:65 Military Service Leave:

2:651 Leave will be granted without pay for the duration of ordered military duty. The teacher is also entitled to receive thirty (30) days' pay. (Military Law Section 242)

2:652 The Board of Education will consider a leave if a person is drafted and subsequently enlists in the service. He will retain all job rights on his return to duty. Also, if the spouse is a member of the staff at the time of enlistment, the job rights will prevail.

2:66 Jury Duty and Court Appearance Leave:

2:661 Any certified staff member called to jury duty or subpoenaed to appear in court, shall notify the Superintendent of Schools as soon as notice is received.

2:662 If necessary, employees may request the court to defer jury duty or appearances before the court to a more appropriate time. The Superintendent of Schools will confirm and support such requests when necessary.

2:663 Employees attending jury duty, or having been subpoenaed to appear in the court, will receive full pay from the Marcellus Central School District and shall keep the normal per diem stipend paid to the employee by the court, to the extent permitted by applicable law.

2:67 Other Leaves of Absence: Requests for other leaves of absence will be considered for approval by the Board of Education on an individual basis upon written request to the Superintendent of Schools.

2:70 RETURN TO DUTY FROM LEAVE

2:71 Notification:

2:711 An express condition for the granting of long-term leaves of absence without pay (as defined in 2:61, 2:62, 2:63, 2:65, and 2:67) shall be the employee agreeing to notify the District in writing of his/her intent to return by March 1 and/or October 15 of the semester prior to the one in which the teacher plans to return.

2:712 If such notification is not received the District will notify the individual and Marcellus Faculty Association by certified mail of

his/her obligation to notify the District and the individual will have thirty (30) days from the mailing of the notice to send a certified reply to the District.

2:713 If no reply is received by the District, the District will have the option to deem the position abandoned and the individual no longer in the employ of the District.

2:72 Extension: Unpaid, long term leaves of absence may be extended for up to twelve (12) months upon written application by the teacher to the Superintendent and approval of the Board of Education.

2:73 During the Leave of Absence:

2:731 The teacher will retain all unused accumulated sick leave.

2:732 The teacher may remain a member of the group insurance policy provided that (s)he pays the full cost of the insurance involved.

2:733 Unless specified and agreed to in writing by the Board of Education in advance, an unpaid leave of absence will not entitle the teacher to the acquisition of any increment during the absence nor shall it be counted as service rendered for seniority or step placement purposes if the teacher works in the District less than five (5) months during the year in which leave is implemented.

**ARTICLE 3:00**  
**RECRUITMENT, SPECIAL DUTY ASSIGNMENTS,**  
**NOTICE OF INTENT**

**3:10 TEACHER RECRUITMENT**

- 3:11 Posting: Whenever any vacancy or new position shall occur in any professional position (certified and/or instructional) in the District, written notice of such vacancy or new position shall contain all pertinent information relative to the vacancy or new position. Such posting shall be for at least ten (10) school days. During the summer months, posting shall be for at least fourteen (14) calendar days. Bargaining unit members wishing to be notified of vacancies or new positions outside the bargaining unit during the summer months must file their names and summer address in the District Office. Copies of the posting will be sent to the MFA President as they become available. A teacher so notified must respond within fourteen (14) calendar days of such notification if (s)he wishes to be given any consideration.
- 3:12 Application: Any qualified teacher may apply in writing for such vacancy or new position, and in filling such vacancy or new position the Board or its authorized representatives agree to give due weight to the professional background and attainments of all applicants.
- 3:13 Notification: All employee applicants shall be formally notified when such a position is filled by the Superintendent of School or his agent.
- 3:14 Representation in Hiring. In the hiring of new probationary teachers, the MFA will be given the opportunity to participate in the interview process. MFA representation may include Content Specialists and/or teacher of that grade level or subject area.

**3:20 SPECIAL DUTY ASSIGNMENTS**

Notification of extra-curricular appointments such as club advisors, athletics, etc., will be sent to staff members concerned, at least two (2) weeks prior to the beginning of the school semester (except where extraordinary circumstances preclude compliance with the above stated criteria). These appointments are subject to acceptance by the teacher.

### 3:30 NOTICE OF INTENT

#### 3:31 Reduction in Force:

- 3:311 The District will notify the Marcellus Faculty Association President of potential staff cuts each school year. The Association President will have the right to discuss the proposed cuts with the Superintendent before the cuts are acted upon by the Board of Education.
- 3:312 By May 1, or within five (5) days of the Board of Education's adoption of a budget, whichever is later, the Association President and all affected staff members will be notified in writing of the cuts.
- 3:313 By June 15 of each school year the District will notify in writing the Association President and all affected staff members of the actual cuts enacted.

#### 3:32 Continuation of Employment:

- 3:321 During the last year of a teacher's probation, the Superintendent will notify the probationary teacher whether or not he will recommend tenure by March 1. If the Board decides to question the Superintendent's positive recommendation, the Superintendent will notify the teacher by April 1. These deadlines may be altered in special cases of teachers on leave of absence, whereby the deadline is extended an equivalent number of days to that of the leave grant in the current evaluation year, by the mutual agreement of the Superintendent and the Association.
- 3:322 The District will notify in writing the Association President and any staff member whose work it does not deem adequate for continued employment of its decision by May 1 of each school year.

- 3:33 Placement Verification: Prior to June 30 of each school year, the Marcellus Faculty Association may select a representative to meet with a representative of the District's Business Office for the purpose of verification of individual salary schedule step and column placement for the coming year. The information will be verified by June 30.

### 3:40 TRANSFER AND REASSIGNMENT

#### 3:41 Definitions:

- 3:411 SENIORITY is defined as the length of continuous service in Marcellus Central Schools in a full-time probationary or tenured appointment since the date of most recent hire in a tenure area, less any time spent on unpaid leave. Credit for full-time, continuous employment (minimum of one [1] semester) within the same tenure

area which immediately precedes a probationary appointment will be granted. This does not apply to credit towards probation or tenure. For individuals with equal service, seniority will be determined by the following, in order of listing:

- (a) The date upon which employment commenced;
- (b) The date of Board appointment;
- (c) Placement order on Board minutes at time of appointment.

3:412 SENIORITY LIST is the document developed by the District indicating seniority status of teachers by tenure area(s).

3:413 VACANCY refers to any position created when a teacher leaves the District or a new position is created by the Board of Education. The Board of Education reserves the right to fill or not fill any vacancy.

3:42 Reassignment of Teachers:

3:421 In reassigning (transferring) teachers, the Superintendent shall follow the following procedures:

- (a) Keep reassignments to a minimum;
- (b) Seek and consider voluntary reassignments before any involuntary reassignments are made; and
- (c) In cases in which a voluntary transfer is desired, the Superintendent or his/her designated administrator will meet with the teacher and, upon request, provide rationale in writing for the decision. A similar meeting will be held, upon request, with teachers who are involuntarily transferred.

3:422 Transfers and reassignments will be based upon the following criteria:

- (a) Instructional requirements;
- (b) Work performance and effects upon instruction;
- (c) The teacher's area of competence;
- (d) Major and/or minor field of study;
- (e) The preference of the teacher;
- (f) Seniority.

3:423 It is understood that any transfers, or reassignments, remain the final decision of the Superintendent of Schools.

**ARTICLE 4:00**  
**SCHOOL CALENDAR, DUTY FREE LUNCH**  
**AND HOME OFFICE**

**4:10 SCHOOL CALENDAR**

4:11 A tentative annual school calendar shall be distributed electronically, ten (10) days prior to submission to the Board, to allow certified staff to review and the MFA President or his designee to recommend changes prior to its adoption by the Board of Education. The teacher work year shall not exceed one hundred eighty-five (185) days.

4:12 The District will have the right to schedule more days with the understanding that bargaining unit members will not be required to work any days in excess of one hundred eighty-five (185) days. If any scheduled emergency closing days above 185 are not used, the District will return the days at a place in the calendar determined appropriate by the District. If the number of emergency closing days used takes the number of days worked below 185, the District will not reduce scheduled vacation or add additional work days, unless the number of days worked would fall below the state aid minimum number, which is currently 180 days.

**4:20 DUTY FREE LUNCH PERIOD**

All teachers who supervise their students during lunch time shall receive a half hour (30 minutes) duty free period during the normal lunch hour. Teachers may leave the building during this time after signing out in the building office with the principal or his designated representative.

**4:30 HOME OFFICE REQUIREMENT**

The Marcellus Board of Education expects teachers in the normal conduct of their teaching duties to utilize home facilities to prepare instructional material, evaluate student work, and maintain a file of professional readings.

**ARTICLE 5:00**  
**CLASS SIZE**

5:10 The Board of Education will continue its policy of keeping class sizes at the lowest possible level, within its financial ability.



## **ARTICLE 6:00 TEACHING HOURS AND ASSIGNMENTS**

### **6:10 TEACHER WORKDAY**

The teacher workday will not exceed seven (7) hours fifteen (15) minutes and shall be approximately the same in all buildings.

### **6:20 FRIDAYS AND DAYS PRIOR TO VACATION**

On Fridays or days preceding a vacation, the teacher workday will conclude after pupil dismissal except at the K-6 level where, in order to provide the same length day as 7-12, teachers may report to work not later than five (5) minutes before student arrival.

### **6:30 LEAVING THE BUILDING**

Teachers may leave the building when they are not assigned a duty after signing out in the building office with the principal or his designated representative.

### **6:40 DEPARTURE FOR COURSES**

A teacher who must meet state certification or university advanced degree requirements related to his teaching assignment, or so desires to improve his competencies in same, through university course attendance that cannot be scheduled other than immediately following stated teacher departure time, may upon written application to and approval by the building principal, arrange for departure prior to stated departure time.

### **6:50 RELIEF BREAKS**

Teachers, K-6, may request and will be granted a relief break not to exceed ten (10) minutes per day, when the teacher has no available non-student contact time scheduled for the morning or afternoon sessions. In the event of any alleged abuses, the Superintendent and the Association President will communicate with teachers the need to adhere to the limits of this provision.

### **6:60 SPECIAL AREA TEACHERS AND PART-TIME TEACHERS**

Any full-time teacher of music, art, science, industrial arts, librarians, reading consultants, counselors and all other special area teachers shall be provided with relief and preparation time to the same extent as other teachers in the District. Part-time teachers will receive relief and preparation time in proportion to their schedules.

### **6:61 PART-TIME TEACHER CALCULATION**

The method for determining the salary for part-time teachers, generally understood to be secondary “per period” teachers (e.g., 7-12 academic and 5-12 special area such as art, music, physical education, home economics, industrial arts, math lab, and reading lab),

except as stated in points number 2 and number 5, shall be as follows for basic teaching and planning responsibilities:

<u>Teaching Period</u>	<u>% of FTE Salary Rate</u>
1	20%
2	40%
3	60%
4	80%
5	100%

Elementary (K-6) part-time classroom teachers and K-4 part-time special area teachers, and K-12 resource room, gifted and talented teachers, generally not working on a “per period” basis shall be paid on the basis of time employed divided by 7.25 hours.

Time employed shall include the following:

1. For each 1 hour of instructional time a teacher shall be entitled to 15 minutes of planning time.
2. If a teacher works 4 hours or more per day (to include teaching and planning time) he/she shall be entitled to a 30-minute paid lunch period.

Part-time guidance counselors and psychologists shall be paid on the basis of time employed divided by 7.25 hours. If a counselor or psychologist works 4 or more hours per day, he/she shall be entitled to a 30-minute paid lunch period.

Each part-time teacher, upon employment, shall be advised by the Superintendent or his/her designee as to their specific periods of assignment (i.e., teaching, supervisory, afterschool assignment(s)).

## 6:70 TEACHING ASSIGNMENTS

6:71 Student Contact Time: In the teacher workday (7-12), a bargaining unit member will be guaranteed a maximum pupil contact and/or supervisory contact time of three hundred twenty (320) minutes. At (K-6), maximum student contact time is three hundred fifteen (315) minutes (average daily).

6:72 Non-Student Contact Time:

- 6:721 Each bargaining unit member will be guaranteed a duty-free period (approximately forty [40] minutes) within the student day, each day.
- 6:722 It is recognized that the remaining non-student contact time, duty free, is for various activities associated with the educational program, including those professional duties/activities scheduled reasonably in advance between the administrator and teacher, subject to mutual

agreement or postponement by the teacher and administrator, unless an exceptional or unique condition exists. It is understood that curriculum writing and development is excluded from the professional duties/activities referred to above.

- 6:73 Faculty Meetings: One (1) hour (sixty [60] minutes) per week may be used for building and/or District meetings.
- 6:74 Periods and Preparations (7-12): No teacher (7-12) shall be assigned more than five (5) teaching periods per day. Whenever possible, no teacher (7-12) shall be assigned more than three (3) preparations. When limiting preparations to three or less is not possible, the Administration, recognizing the need for additional planning, will make every effort to reduce supervisory periods from two (2) to one (1).
- 6:75 Voluntary Teaching Duty: A teacher may volunteer for a teaching duty in lieu of supervisory duty. If a teacher (7-12) volunteers for a (6th) teaching period, his/her schedule may be six (6) teaching periods, one (1) supervisory period, and one (1) duty-free period. The administration recognizes and appreciates those who volunteer for a 6th class in lieu of an additional duty. As such, every effort will be made to eliminate the one remaining duty from the volunteering teachers schedule in order to provide additional time for planning and preparation.
- 6:76 Non-Teaching Duties: Efforts will be made to assign non-teaching duties equitably to groups of teachers and to aid the teachers in sharing joint responsibilities of supervision time.
- 6:77 Supervisory Periods:
- 6:771 Homeroom periods of less than sixteen (16) minutes will not count as supervisory duty but will count as student contact time.
- 6:772 Teachers (7-12) will be assigned no more than two (2) non-teaching (supervisory) duty periods per day.
- 6:78 Academic Teachers: An academic classroom teacher (7-12) shall be assigned no more than one hundred forty (140) pupils for grading purposes.
- 6:80 DISTRICT COMMITTEES
- All appointments of bargaining unit members to District committees shall be voluntary.

## **ARTICLE 7:00 EVALUATION**

### **7:10 DEFINITIONS**

- 7:11 State-Mandated APPR for Covered Professional Staff. As required by law, the District maintains and APPR plan applicable to certain bargaining unit positions as defined by State law. The State-mandated APPR plan is separate from, and is not a part of, this collective bargaining agreement.
- 7:12 APPR for Non-Covered Professional Staff: For bargaining unit positions not covered by the State-mandated APPR, the parties maintain an APPR plan that is contained in Appendix 7:13. The parties agree that the following components of Appendix 7:13 will be referred to the Professional Development Committee for recommended revision: (a) dates for “Reflection”; and (b) attribute areas (i.e., realign from Danielson Rubric to N.Y.S. Teaching standards). Those recommendations will be provided to the MFA President and the Superintendent of Schools (or their designees) for review and discussion. While consensus as to the recommended revisions is preferred, the final decision will rest with the Superintendent (or his designee).
- 7:13 Classroom Observation(s). A visit by an appropriate administrator or his/her designated representative to a bargaining unit member (also referred to as a “Professional Staff Member”) in the performance of his/her duties. Only Building Administrators or District-wide Administrators will be required to act as an observer for the purpose of making an observation report.
- 7:14 Classroom Observation Report: The written comments and observations on the overall quality of the Professional Staff Member’s work.
- 7:15 Annual Professional Performance Review (“APPR”): For Professional Staff not covered by State-mandated APPR, the written comments by the Building Principal or second (2<sup>nd</sup>) observer based on the criteria listed on the forms in APPENDIX 7:13.
- 7:16 Observation Year. The observation year shall be from September 1 through June 30.
- 7:17 Notice of Jeopardy. For any probationary Professional Staff Member whose employment may be in jeopardy due to questionable professional service, written notification must be received by the Professional Staff Member and MFA President by March 1, of the current year.

### **7:20 PURPOSE**

For those Professional Staff Members covered by the State-mandated APPR (which is not a part of this collective bargaining agreement), the State-mandated APPR document contains a statement of purpose. For those Professional Staff Members not covered by

the State-mandated APPR, the purpose of having Performance Evaluation is to improve the quality of education in the Marcellus Central School District and to help Professional Staff Members improve their skills. A second purpose, for all Professional Staff Members, is to compile adequate information to validate decisions concerning continuation of employment or termination of employment.

## 7:30 PROCEDURES

7:31 Monitoring. All monitoring or observations of the working of a Professional Staff Member shall be conducted openly.

7:32 Criteria.

7:321 Criteria. For those Professional Staff Members not covered by the State-mandated APPR plan, criteria are found in Appendix 7:13.

7:322 Notification of Criteria. The State-mandated APPR and its evaluation criteria, or Appendix 7:13 and its evaluation criteria, as applicable, will be provided to, and reviewed with, Professional Staff Members at the annual orientation of new Professional Staff Members.

7:33 Non-Interference. No observation shall cause a Professional Staff Member to change his/her normal teaching-learning processes for the duration of a particular observation period unless such processes are perceived by the observer as a clear and present danger to health and safety.

7:34 Specification of Problem. Any statement by the evaluator which indicates that a Professional Staff Member has a need to improve his/her skills in the learning situation being evaluated, will offer the evaluator's interpretation of the apparent need, and cooperatively, the evaluator and the Professional Staff Member will develop suggested procedures designed to allow for improvement.

7:35 Meetings and Evaluations. For Professional Staff Members not covered by the State-mandated APPR: (a) at the request of either party, a pre-Observation meeting will be held between the evaluator and the Professional Staff Member; and (b) an evaluation report will be completed by the appropriate administrator each school year.

7:36 Classroom Walk-Throughs and Performance Improvement. These provisions are applicable to all Professional Staff Members, including those covered by the State-mandated APPR.

7:361 If a performance issue is identified in a Classroom Walk-Through (which is an approximately 3-5 minute process), and is confirmed by one other observer performing a Classroom Walk-Through (i.e., inter-rater reliability), an Administrator will meet with the Professional Staff Member to identify and discuss the areas of concern.

- 7.362 The Administrator will make suggestions and recommendations for improvement. The Administrator will collaborate with the Professional Staff Member in this process.
- 7.363 The Administrator will provide strategies, training, etc. to support and facilitate the suggestions/recommendations for improvement.
- 7.364 Regular meetings will be held to monitor progress. At the conclusion of such meetings, the Superintendent and the MFA President will be notified in writing (e.g., by e-mail) by the Administrator that such a meeting has been held.
- 7.365 If, after a reasonable period of time (each case is measured based on its circumstances), satisfactory progress is not made, the Administrator may formulate a TIP. The Administrator may require that the TIP include a provision for unannounced observations of the Professional Staff Member.
- 7.366 The TIP (or its content concerning the problem and progress -- or lack of progress -- toward improvement), will be considered at the time of the preparation of the Professional Staff Member's APPR, but the TIP will continue as necessary.
- 7.367 A. Announced Observation Meeting. Upon request of either party, an Announced Observation meeting related to a TIP, will be held between the evaluator and the Professional Staff Member.
- B. Purpose of the Pre-Meeting. The purpose of this meeting is to make the evaluator aware of the teaching-learning situation to be evaluated or to make the Professional Staff Member aware of what is expected in the teaching-learning situation.
- C. Follow-Up Conferences. Each Walk-Through and TIP observation of record will be followed by a personal conference (wherever possible within five [5] school days) between the Professional Staff Member and the evaluator for the purpose of clarifying the written observation report unless waived by both parties.
- D. Duration of Observation. Each TIP-related observation for the purpose of record shall be for the major portion of that lesson (or class period).
- E. TIP-Related Observation Reports and Evaluation Reports.
- (i) All observation reports and evaluation reports for the purpose of the record will be reduced to writing and a copy given to the Professional Staff Member.

- (ii) The Superintendent of Schools, building principal, or his/her representative will review these reports with the Professional Staff Member within ten (10) school days from the date of the observation or evaluation. Failure to do so will make the reports invalid.
- (iii) If the Professional Staff Member disagrees with the observation reports or evaluation report, (s)he may submit a written answer which will be attached to the file copy of the observation report or evaluation report if submitted by the Professional Staff Member within thirty (30) school days of the date of the report. The Professional Staff Member's signature on the observation report or the evaluation report will be understood to indicate his/her awareness of the material but in no instance will said signature be interpreted to mean agreement with the content of the material.
- (iv) A Professional Staff Member may request in writing and will be granted a meeting with the Superintendent and/or building principal to review the written report in question. Association representation will be allowed.

#### 7:40 PERSONNEL FILE

- 7.41 Review. The Professional Staff Member shall have the right to review the contents of his/her personnel file originating after the original employment and to have a representative of the Association accompany him/her in such review.
- 7.42 Placement and Response. The Professional Staff Member will be copied on any and all new material placed in his/her personnel file. The Professional Staff Member may submit a written notation within thirty (30) school days of the date on which the Professional Staff Member is notified that such material is to be placed in the file. These notations shall be attached to the file copy of the material in question. If any of the material in the file is subsequently cited in a disciplinary action or a tenure decision, the thirty (30) day period will be waived.
- 7.43 Awareness. If the Professional Staff Member is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material and shall not be interpreted to mean agreement with the content of the material.

#### 7:50 NOTIFICATION

Any serious complaint made against a Professional Staff Member by any person will promptly be called to the attention of the Professional Staff Member. If said complaint is to be placed in the Professional Staff Member's personnel file, the statute of limitations

for this action will be thirty (30) school days after the administration receives notification of the complaint.

#### 7:60 DISMISSAL

As required by law, for those Professional Staff Members covered by the State-mandated APPR, the State-mandated APPR will be a significant factor in employment decisions. For those Professional Staff Members not covered by the State-mandated APPR, the APPR Plan contained in Appendix 7:13 will be a significant factor in employment decisions. In addition, for all Professional Staff Members, any other factors not prohibited by law may be considered by the District in making an employment decision.



**ARTICLE 8:00**  
**FACULTY ADMINISTRATION COMMITTEE**

**8:10 PURPOSE**

The purpose of this committee will be to serve in an advisory capacity to the building principal concerning all matters pertaining to the educational program and building working conditions in that particular school.

**8:20 MEMBERSHIP**

8:21 This committee shall be composed of at least the following members:

- (a) the Building Principal;
- (b) a Marcellus Faculty Association Building Representative; and
- (c) two (2) other from the building concerned; one (1) from the administrative staff appointed by the Building Principal and one (1) or two (2) teacher members elected by the building faculty to constitute a committee of at least four (4) members.

8:22 The size of the Faculty Administrative Committee may be enlarged by mutual agreement between the building administrator and the MFA Building Representative.

**8:30 FIRST MEETING**

The Marcellus Faculty Association Building Representative will call the first (1st) meeting of the committee during September of each school year.

**8:40 MINUTES**

Minutes of each building meeting shall be posted in each Teacher's Room in the building concerned, as soon as possible following each meeting, and a copy forwarded to the Superintendent of Schools, the Marcellus Faculty Association President, and the Building Representative.

**8:50 USE OF TEACHER AIDES**

In each building the Faculty Administration Committee shall be charged with making recommendations for the use of teacher aides and teaching assistants to be considered by the appropriate building administrator.

**ARTICLE 9:00**  
**PROFESSIONAL DUTIES**

9:10 DUTIES

9:11 No teacher aide will perform a duty usually associated with a teacher's professional duty (i.e., regular classroom instruction, lectures, internal substitution).

9:12 Non-professional duties of teachers will be kept to a minimum and will be equally distributed among the faculty of each building.

9:20 LUNCH DUTY

Teachers are specifically exempt from assigned lunch duty. If teacher coverage is needed, teachers may volunteer for cafeteria duty at the rate of: 2022-2023 - \$36.82; 2023-2024 - \$38.29; 2024-2025 - \$39.78; and 2025-2026 - \$41.33 per day's assignment (not longer than one [1] lunch period). A teacher may agree to be assigned lunch duty in lieu of one non-teaching (supervisory) duty period per day, or they may accept payment as per contract.

**ARTICLE 10:00  
INSURANCE**

10:10 HOSPITAL, MEDICAL, SURGICAL, PRESCRIPTION DRUG, DISABILITY, AND LIFE

10:11 Hospital, Medical, Surgical, Prescription Drug:

10:111 The Insurance plan will contain the benefits currently provided by the Classic Blue Regionwide Plan as administered by Excellus BC/BS. The co-pay on the prescription drug rider shall be as follows: as of September 1, 2022, five dollars (\$5.00) for generic drugs, twenty dollars (\$20.00) for preferred brand-name drugs, and forty dollars (\$40.00) for non-preferred brand-name drugs.

10:12 Life:

10:121 The Life Insurance benefits will be the same as the plans in effect for the school year 1995-1996.

10:122 The Life Insurance benefit will be two (2) times the teacher's fiscal year salary.

10:13 Contributions:

The District agrees to pay the following premium costs:

(1) Health Insurance.

- (a) If the employee elects single coverage, ninety-five percent (95%) of the total cost of the single premium;
- (b) If the employee elects family coverage:
  - (i) through December 31, 2013, the District will pay the premium share in effect during the term of the 2008-2013 collective bargaining agreement;
  - (ii) effective January 1, 2014, the District will pay ninety percent (90%) of the total cost of the family premium;
  - (iii) effective September 1, 2014, the District will pay eighty-nine percent (89%) of the total cost of the family premium;
  - (iv) effective September 1, 2015, the District will pay eight-eight percent (88%) of the total cost of the family premiums.

(2) Life Insurance.

The District agrees to pay one hundred percent (100%) of the life insurance premium.

10:20 DENTAL INSURANCE

10:21 The Marcellus Central School District will provide one hundred fifty (\$150.00) dollars per participating bargaining unit member per school year.

10:22 During school year 2002-03, the District will seek Association input and the District will then decide upon and offer a dental plan with improved coverages.

10:30 RETIREES

10:31 Retirees of the Marcellus Central School District shall be permitted to participate in the Group Based Medical-Surgical, Major Medical, and Dental Plans. Retirees who retired before July 1, 2000 will be responsible for one hundred (100%) percent of the premiums involved, paid quarterly in advance.

10:32 Bargaining unit members retiring from the District under a NYSTRS service retirement on or after July 1, 2000, and who have a minimum of 10 years of service in the District, shall be eligible for healthcare benefits upon retirement, under the plan covering active employees, as it may change from time to time, provided they have been participating in the coverage as an active employee at the time of their retirement. On behalf of such retirees and effective commencing July 1, 2002, the District will contribute 95% of the single premium if the retiree elects single coverage or an amount equal to 95% of the single premium toward family coverage if the retiree elects family coverage. The retiree is responsible for the balance of any premium, to be paid quarterly in advance.

10:33 Bargaining unit members hired after February 28, 2009, must have a minimum of 15 years of service in the District and must meet the other requirements of Section 10:32 in order to be eligible for healthcare benefits upon retirement.

10:40 OPEN ENROLLMENT

10:41 There will be a period of open enrollment for thirty (30) days following execution of this agreement for dental and health insurance.

10:42 Thereafter September 15 - October 15 will be an open enrollment period for dental and health insurance.

10:50 PART-TIME BARGAINING UNIT MEMBERS AND LONG-TERM SUBSTITUTES

10.51 Part-time bargaining unit members hired after July 1, 1996 shall not be eligible to receive health, dental, life, or any other contractual insurance coverages

(“contractual insurance coverages”) unless they are at least .5 FTE for pay purposes in each year of their service.

10:52 Long-term substitute teachers who are hired to serve in a continuous assignment of a semester or more are eligible for the contractual insurance coverages offered by the District to other bargaining unit members for as long as the continuous assignment of a semester or more continues.

10:53 Part-time (“PT”) bargaining unit members and long-term substitute (“LTS”) teachers who would not otherwise be offered group health plan coverage under the provisions of 10:51 or 10:52, immediately above, will be offered group health plan coverage to the extent that the District must treat those employees as “full time” employees pursuant to the employer mandate provisions of the Patient Protection and Affordable Care Act (“ACA”). Such coverage will be offered on the same terms and conditions as offered to other similarly-situated bargaining unit employees, except that coverage shall be offered only for the period of time that the District must treat the affected PT bargaining unit member or LTS teacher as a “full time” employee pursuant to the employer mandate provisions of the ACA.

#### 10:60 CHANGES

The District shall have the right to change health insurance plans and/or companies provided that any such change shall provide equivalent levels of benefits as defined in APPENDIX 10:11 and the existing plan. At least two (2) months prior to a change the Association shall be notified and may provide input on the proposed changes. The final decision shall be at the District’s discretion based on the above criteria and any cost savings will be utilized as the District determines appropriate.

#### 10:70 ACTIVE EMPLOYEE OPT-OUT FROM MEDICAL-SURGICAL & MAJOR MEDICAL (“HEALTH INSURANCE”) COVERAGE

10:71 If an employee makes a written election to opt out of participation in the District-sponsored health insurance coverage, the District will provide additional taxable compensation, referred to as an “opt-out” payment, under the terms of the Flexible Spending Plan that is being established as of 2003, as provided in Section 10.80.

- (a) The annual amount of the opt-out payment will equal 25% of the premium cost for single or family coverage, depending upon the employee’s eligibility for single or family coverage.
- (b) Before being allowed to opt out of the District-sponsored health insurance coverage, the employee must provide proof of health insurance coverage through an alternative source.

10:72 Subject to limitations that apply to the Flexible Spending Plan under Internal Revenue Code rules, the opt-out payment arrangement will terminate: (i) at the

option of the District if the District leaves the BOCES health insurance consortium for any reason; or (ii) at the option of the MFA or the District if the Internal Revenue Code rules applicable to the Flexible Spending Plan change and would result in a constructive receipt of income to employees who elected the health insurance coverage rather than the taxable opt-out payment.

## 10:80 FLEXIBLE SPENDING PLAN

By January 1, 2003, the District will establish a “cafeteria” plan, within the meaning of Section 125 of the Internal Revenue Code (“Code”) (the “Flexible Spending Plan”), which will allow an employee to elect among the following options before the beginning of each plan year, in a manner consistent with the requirements of Code Section 125 and other Code rules applicable to the different options, including but not limited to those specified below:

- (1) an employee may choose between receiving health insurance coverage or having the opt-out payment, as provided in Section 10.70, paid over the course of the year as additional taxable compensation;
- (2) an employee who elects health insurance coverage may elect to pay the employee share of the premium cost through pre-tax reductions in compensation or with after-tax payroll deductions; and
- (3) an employee may elect pre-tax reductions in compensation (including the additional compensation amount payable if the opt-out payment was selected) under one or both of the following flexible spending account (“FSA”) arrangements:
  - (a) a dependent care FSA for the reimbursement of eligible dependent care expenses up to the maximum amount permissible under Code Section 129 and otherwise in accordance with the rules of Code Section 129; and
  - (b) a health FSA for the reimbursement of eligible medical expenses up to a maximum as specified in the Flexible Spending Plan (which amount will be reviewed annually by the Superintendent and MFA President with no pre-disposition to increase the amount), prorated for an employee who first becomes eligible for the Flexible Spending Plan after the plan year begins, in accordance with the rules of Code Sections 105 and 125. In part this means that the term “eligible medical expenses,” although it includes most medical expenses that are deductible on an employee’s tax return when paid on an after-tax basis, does not include the premium cost for other health insurance, such as coverage under the plan of a spouse’s employer, or premiums for long term care insurance.

An election made before the beginning of one plan year may be changed for the next plan year during the annual open enrollment period. However, a prior election may be

changed during a plan year only to the extent permitted under the rules of Code Section 125 that are incorporated in the Flexible Spending Plan. An election involving the opt-out payment may first be made or revoked during the plan year in accordance with the same rules that apply to other election changes during a plan year, with a proportionate reduction in the amount of the opt-out payment. However, an election to receive the opt-out payment may be made only during the annual open enrollment period before the beginning of the plan year, and may be revoked during the plan year (with a proportionate reduction in the amount of the payment), only if the employee is being permitted to elect health insurance coverage during the plan year on the basis of the requirements of HIPAA.

## **ARTICLE 11:00 MONETARY GRANTS**

### **11:10 CRITERIA**

Monetary grants will be awarded to certificated staff for taking college credit courses in areas of need. The criteria used will be the same as that used in determining graduate level courses to be applied for salary credit.

### **11:20 NATURE OF GRANTS**

11:21 The grant will be paid at the credit-hour rate charged by SUNY, plus up to two-hundred dollars (\$200.00) if the actual cost incurred exceeds the SUNY credit-hour rate.

11:22 The District will only consider awarding tuition grants if the course is taken at any accredited college or university.

11:23 Up to sixty (60) grants will be awarded each year during the life of this contract. Each course, regardless of the number of credit hours, will count as one grant.

### **11:30 ELIGIBILITY REQUIREMENTS**

11:31 Preference will be given to tenured personnel.

11:32 Some priority will be given to personnel who have not received a previous grant of this nature.

11:33 Preference for additional grants will be given to those who have earned a grade of "B" or better.

### **11:40 APPLICATION PROCEDURES**

11:41 Grants will be available to all K-12 personnel.

11:42 Clear, objective, concise application procedures will be established. Written application is in duplicate. (See APPENDIX 11:42)

11:43 Each applicant will submit a brief statement to the committee through the District Office which will explain how the college course, or subject area course will benefit students, the school system, and himself or herself.



## 11:50 SELECTION PROCEDURE

- 11:51 An impartial committee will be established to review the applications and to select the recipients. The committee shall be composed of one (1) administrator and the Association President or his/her designee, and one (1) faculty member designated by the Marcellus Faculty Association Representative Council.

## 11:60 REIMBURSEMENT PROCEDURES

The grant will be payable upon:

- 11:61 submitting substantiating proof of course completion to the District Office. (Any passing grade will be accepted as proof of course completion).
- 11:62 submitting a tuition receipt to the Business Office. Any proof of payment from the college will be accepted. A canceled check is not acceptable.
- 11:63 signing a claim form which may be obtained in the Business Office.

## **ARTICLE 12:00 GRIEVANCE PROCEDURE**

### **12:10 DEFINITION**

A grievance is a claim by a teacher or the Association that there has been misinterpretation, misapplication, or inequitable application of the terms and conditions of employment covered by this contract.

### **12:20 STAGES**

12:21 Stage 1: Informal: A party or his representative having a complaint will discuss it with the building principal with the objective of resolving the matter informally.

12:22 Stage 2: Building Principal: If no consensus is reached, the aggrieved party will reduce the grievance to writing and transmit it to the building principal and the Association Grievance Chairman. The building principal shall render his decision in writing within seven (7) school days of the receipt of the written grievance.

12:23 Stage 3: Superintendent of Schools:

12:231 Any appeal of the Stage 2 decision must be submitted in writing to the Superintendent within ten (10) school days of the receipt of the Stage 2 decision.

12:232 The Superintendent will schedule a meeting with the disputants in an effort to resolve the grievance. Should this fail, the Superintendent will render a decision within fifteen (15) school days after receipt of the appeal.

12:24 Stage 4: Arbitration:

12:241 Any appeal of the Stage 3 decision must be submitted by the Association to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) school days of its receipt of the Stage 3 decision.

12:242 Binding arbitration shall be limited to alleged violations, misinterpretations, misapplications, or inequitable applications of the terms and conditions of employment covered by this contract and shall not be contrary to law. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

12:243 The decisions of the arbitrator shall be final and binding upon all parties.

12:244 The costs for the services of the arbitrator will be borne equally by both parties.

## 12:30 FILING

12:31 Time: A grievance must be filed within forty (40) school days of the time the aggrieved knew or should have known of the act or condition on which the grievance is based. Otherwise, the grievance will be deemed to have been waived.

12:32 Initiation: A grievance will be deemed initiated at the time of the written complaint at Stage 2.

12:33 Appeal: If a decision at one stage is not appealed to the next stage of the procedure within the specified time limit, the grievance will be deemed discontinued and further appeal under this agreement shall be barred.

12:34 Decision: Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall be cause for the grievance to advance to the next stage.

12:35 Change of Time Limit: If a grievance is filed after June 1, the time limits may be changed when the parties mutually agree to the alterations. Time limits may be changed at other times by written mutual agreement.

## 12:40 PROCEDURES

12:41 Information: All grievances shall include the following information:

12:411 The time when and the place where the alleged event or condition existed, if known.

12:412 The specific provisions of the contract which have been allegedly violated.

12:413 A specific statement of the nature of the grievance.

12:414 The remedy sought.

12:42 Appeals and Decisions: All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved and to the Association President and Grievance Chairman.

12:43 System-wide Grievances: Grievances associated with system-wide policies may be submitted by the Association directly at Stage 3 if the aggrieved has not already availed himself of the procedures outlined above on the same grievance issue.

- 12:44 Interference: The preparation and processing of grievances shall not interfere with teacher duties and responsibilities.
- 12:45 Investigation: The Board and Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents which they are legally able to release and which concern the alleged grievance.
- 12:46 Reprisal: There will be no coercion, interference, restraint, discrimination, or reprisal by the District against any individual associated with the initiation, presentation, or processing of a grievance.

## **ARTICLE 13:00 UNION RIGHTS**

### **13:10 RELEASE TIME**

13:11 Daily Periods: The Association President shall be granted daily release time as follows. (Such time, when not in conflict with school duties and responsibilities, may be used for Association business).

- a) If the President is a secondary teacher, two (2) free periods per day, preferably the last periods of the day.
- b) If the President is a secondary teacher, and also Department Chairperson, three (3) free periods per day for Union President and Department Chairperson responsibilities. It is preferable that these periods be the last periods of the day.
- c) In the event that an elementary teacher in the District becomes MFA President, release time from teaching for that service as President shall be subject to the following terms and conditions:
  - 1) The elementary teacher/MFA President (the “regular classroom teacher”) shall be released from sixty (60) minutes of instructional duties each day for MFA duties, it being understood that the regular classroom teacher shall not use such release time during the first fifteen (15) minutes of the students’ school day. Beyond that limitation, the regular classroom teacher and the building principal shall mutually agree on the time during the day when the sixty (60) minutes of release time will be taken. If the regular classroom teacher and the building principal are unable to agree, the release time shall be the last sixty (60) minutes of the students’ school day.
  - 2) The District will provide a certified teacher (the “substitute teacher”) to provide instruction to the students during the sixty (60) minutes of release time. The substitute teacher shall not teach the core subjects of Reading, Language Arts, or Math. The substitute teacher shall be responsible for the entire instructional program in the agreed upon subject(s), including but not limited to, preparation of lessons, classroom instruction, assignments to children, testing, and grading. Nevertheless, the regular classroom teacher will remain responsible for the overall educational program for the students and will undertake the necessary consultation and coordination with the substitute teacher to ensure that this responsibility is met. It is understood that neither the regular classroom teacher nor the substitute teacher will receive extra compensation for this consultation or coordination.

(It is further understood that a substitute teacher will not receive a full day's compensation for attendance at Superintendent's conference day programs. A substitute teacher would only be required to attend, and be paid for, sixty (60) minutes of any such programs. A substitute teacher could attend the balance of such programs on a voluntary basis.)

13:12 Days: The Association President and/or his representative will be granted relief from teaching duties for five (5) school days per year upon request by the President to the Superintendent. A substitute will be provided by the District.

#### 13:20 MEETINGS

The President or Building Representatives of the Faculty Association may conduct meetings in any of the school buildings. Reasonable notice of the place, time, and purpose will be given to the Building Principal.

#### 13:30 ORIENTATION

The President or his representative shall be allowed one half (1/2) hour for orientation of new teachers during the scheduled orientation time.

#### 13:40 NON-STUDENT CONTACT TIME

When not in conflict with school duties and responsibilities, the Association Officers and Building Representatives may use their non-student contact time for Association business.

#### 13:50 USE OF EQUIPMENT

The Marcellus Faculty Association may use office equipment (duplicators, Xerox, thermofax, etc.) as long as the Association bears the cost at the same rate paid by the District for materials.

#### 13:60 MFA OFFICE

Office space will be provided for the Marcellus Faculty Association in the building in which the Association President is working if such space is available. A telephone will be installed at Association expense where physically and mechanically possible.

**ARTICLE 14:00**  
**DEPARTMENT REALIGNMENT**

**14:10 DEPARTMENTAL REALIGNMENT**

Occasionally, a department realignment may be in order. Accordingly, the Curriculum Council (district curricular oversight), Professional Development Committee (district instructional staff development oversight) and Administrative Cabinet (district teacher evaluation of instructional practice), have an inherent interest to ensure that any realignment can be supported by the school district. In an effort to facilitate these discussions, the following procedure should be used:

- 14:11 Any concern or request regarding the realignment of an academic department should be referred to the appropriate curriculum coordinators (elementary and secondary) and accompanied by a proposal. The proposal to realign the department should include rationale for the realignment and its impact on the curricular, instructional, and administrative/evaluative missions of the District. The proposal will be shared with affected Department Leaders for discussion. Curriculum coordinators together with affected Department Leaders will meet and hear the views of affected faculty.

The coordinators should refer the matter and the proposal to the Administrative Cabinet to ascertain if realignment is justified. The Administrative Cabinet and Department Leaders should comment (not vote) on the impact of the proposal with respect to financial/budgetary and evaluation implications.

- 14:12 After discussion at Administrative Cabinet, the Superintendent of Schools should notify the MFA President about the concern/request for realignment. The MFA President (who is an ex-officio member of the Curriculum Council and Professional Development Committee) should refer the matter to each committee. The Curriculum Council (with the help of the Task Force) should comment (not vote) on the proposal regarding its impact on the educational programming for the children. The Professional Development Committee should comment (not vote) on the proposal regarding its impact on the instructional practices and staff support (to include staff development, staff mentoring and the Annual Professional Performance Review process). Both the Curriculum Council and Professional development Committee include faculty, staff, and administrators in their membership.
- 14:13 Upon completion of these reviews by the Curriculum Council and Professional Development Committee, the MFA President should share these comments with the Superintendent of Schools.

- 14:14 The Superintendent of Schools and MFA President should then review all comments from the (a) Administrative Cabinet, (b) Curriculum Council and (c) Professional Development Committee in an effort to ascertain if a preponderance of the commentary supports or refutes the realignment of a department. While consensus is preferred based on the commentary regarding the proposal's impact on instruction, curriculum, and evaluation, the final decision will rest with the Superintendent of Schools.



## **ARTICLE 15:00 CONTENT SPECIALISTS**

### **15:10 CONTENT SPECIALIST POSITIONS**

Effective July 1, 2014, the District will maintain 22 leadership assignments, which are called “Content Specialist” positions and which are available to teachers within the bargaining unit in addition to their regularly assigned teaching duties under this Agreement. (Through June 30, 2014, Content Specialist provisions shall be as set forth in the Memorandum of Agreement between the District and the MFA, which is dated June 2013, including its Exhibit A (the “MOA”)). Examples of the 22 Content Specialist positions are shown in Appendix 15:30.

### **15.20 JOB DUTIES**

Responsibilities of Content Specialists are as follows:

- Organize department or subject meeting agendas and minutes and upload into Google Docs.
- Facilitate the selection of department goals aligned to district goals and work with colleagues to achieve those goals.
- Facilitate the sharing of information and professional development by department or content team members from attendance at conferences and workshops.
- Participate in examining data with colleagues as it relates to improving instruction and achieving department and district goals.
- Facilitate the identification of professional development needs for the department or content area and share needs with administration.
- Provide updates as requested at district meetings.
- Meet as a K-12 content area to assure alignment. (calendar – 3 times)
- Attend monthly content specialist meetings.
- Assist with organizing mid-term and final exams and provide support with field testing and state testing as needed.
- Meet with principals each semester or as needed.
- Facilitate purchasing and receipt of curricular materials in collaboration with administration.
- Facilitate the creation, revision and alignment of curriculum according to NYSED standards, frameworks and assessment requirements.

Content Specialist job duties may be supplemented or modified by the District following discussion with the MFA.

#### 15:30 SALARY

As set forth in the MOA, the salary for each Content Specialist position is: 2022-2023 - \$5,270; 2023-2024 - \$5,481; 2024-2025 - \$5,695 and 2025-2026 - \$5,917. This salary will be paid in accordance with the District's regular payroll practices and procedures applicable to the payment of salaries to employees in positions within the bargaining unit.

#### 15:40 APPLICATIONS, LENGTH OF APPOINTMENT, AND ANNUAL EVALUATION

Effective July 1, 2014, Content Specialists will be appointed to one (1) year terms, subject to an annual evaluation (see Annual Evaluation Form attached as Appendix 15:40). An unsatisfactory evaluation shall be grounds for the District, at its discretion, to remove the incumbent from the Content Specialist position. When a one (1) year term expires, or in the event of a vacancy caused by removal or resignation of a Content Specialist during his/her one-year term, written applications will be solicited from teachers within the bargaining unit by the District's posting of a notice setting forth the content area and a description of the responsibilities of the position. As appropriate for the Content Specialist vacancy, interviews will be conducted by one or more Administrator(s). (For example, interviews for K-12 PE/Health would be conducted by appropriate K-12 administrator(s); interviews for K-6 Special Education would be conducted by appropriate K-6 administrator(s)). The parties agree that the District will have the discretion to determine which teachers from the pool of applicants will be assigned to the Content Specialist positions, and the District will not be bound by seniority in making those assignments.

#### 15:50 RELEASE TIME

Effective July 1, 2014, Content Specialists may request release time, in full-day or half-day increments, for projects and meetings with teachers related to Content Specialist responsibilities. The maximum days available to each Content Specialist each year shall be 10 days (or 20 one-half days). Requests will be subject to District approval (see Appendix 15:50, Request Form).

#### 15:60 OFFICE SPACE

The District will make available an office in the High School, Middle School, and Elementary School to be shared by Content Specialists housed in those buildings.

**ARTICLE 16:00**  
**BASIC TEACHER SALARY SCHEDULE**

**16:10 BASIC SALARY**

16:11 Step: All teachers will be placed on step. (This means there will be no half steps.)

16:12 Vertical Steps: All vertical steps are automatic for the duration of this contract.

16:13 Master's Degree: All bargaining unit members who have earned a Master's Degree will receive: 2022-2023 -\$3,355; 2023-2024 - \$3,489; 2024-2025 - \$3,625 and 2025-2026 - \$3,766 in addition to basic salary.

16:14 Schedules: The salary schedules for 2022-2023, 2023-2024, 2024-2025, and 2025-2026 are found in APPENDIX 16:14.

16:141 The salary increase for 2022-2023 will be 4.2%. The salary increase for 2023-2024 will be 4.0%. The salary increase for 2024-2025 will be 3.9%. The salary increase for 2025-2026 will be 3.9%.

16:142 The number of steps on the printed schedule will be twenty-six (26). Any reference to steps above Step 26 are for computational purposes only.

16:143 Each subsequent year's computational schedule will be based on the previous year's computational schedule.

16:144 Effective July 1, of 2022, 2023, 2024 and 2025 each cell of the existing computational salary schedule will be increased by the percentage specified in 16:141 for that year and then moved down one step. As in the past, a new first step will be created on each July 1 by subtracting a mutually agreed upon amount from step 2.

In each year of this Agreement, (i.e., 2022-2023; 2023-2024; 2024-2025; and 2025-2026) the percentage increase as specified in 16:141, will also be applied to the following:

- |     |            |   |                              |
|-----|------------|---|------------------------------|
| (a) | Art. 16:13 | - | Masters                      |
| (b) | Art. 16:15 | - | Longevity                    |
| (c) | Art. 16:22 | - | Guidance Differential        |
| (d) | Art. 9:20  | - | Lunch Duty                   |
| (e) | Art. 16:33 | - | Chaperones                   |
| (f) | Art. 16:34 | - | Internal Substitutes         |
| (g) | Art. 16:35 | - | Driver Education             |
| (h) | Art. 16:36 | - | Summer Curriculum            |
| (i) | App. 15:30 | - | Content Specialist Positions |
| (j) | App. 16:31 | - | Co-Curricular Stipends       |
| (k) | App. 16:32 | - | Coaching Salaries            |

- (l) Side Letter - Geselle Testing
- (m) Appendix 1:10 - Article V(A) - Nurse's Salary (Exception in 2022-2023, nurses receive a flat increase of \$6,000 per nurse)
- (n) Appendix 1:11 - Article IV - Athletic Trainer's salary

16:15 Longevity: All teachers on columns A-1 through A-13 receive: 2022-2023 - \$3,216; 2023-2024 - \$3,345; 2024-2025 - \$3,475 and 2025-2026 - \$3,611 longevity increment at the 20th and 25th year of service. Only those years of prior service granted at the time of the most recent employment will be applied toward obtaining the longevity increments.

16:16 Graduate Courses: Graduate level courses to be applied to salary purpose shall:

- 16:161 relate in some direct way to the employee's teaching assignment, or
- 16:162 be part of a degree program in the teacher's field or related field, and
- 16:163 have written approval of the Superintendent of Schools within the semester that the course is being taken, and,
- 16:164 be limited to six (6) hours of new course credits per school year (September-August 31).

16:17 National Board Certification: Teachers who attain National Board Certification will be eligible to receive a \$2,000 stipend for each year that they hold the Certification. The stipend shall not be added to base salary. Receipt of the stipend will be dependent on the teacher providing proof of the Certification to the District and subject to a District-wide limit of payment of twenty (20) such stipends per year. In the event the number of submissions exceeds twenty (20) in any year, preference will first be given to those teachers who received the stipend in the preceding year who are reapplying. A teacher who is excluded based on this limit may resubmit in a subsequent year.

## 16:20 GUIDANCE

16:21 Year: The counselor's work year will be eleven (11) months.

16:22 Salary: Teacher's salary plus 1/10 for eleventh (11th) month and an additional stipend of: 2022-2023 - \$2,844; 2023-2024 - \$2,958; 2024-2025 - \$3,073 and 2025-2026 - \$3,193 in addition to basic salary.

## 16:30 EXTRA PAY SCHEDULE

16:31 Curricular, Co-curricular and Interscholastic Duties: Salaries for these assignments will be found in APPENDIX 16:31.

Bargaining unit members will continue to be given first priority for extra-curricular duties (e.g. co-curricular activities, chaperoning) provided they are qualified. This shall not apply to coaching. In the event that a non-bargaining unit member is selected to fill such a position, the District has the discretion to set the pay rate provided that the rate does not exceed the contractually established rate for bargaining unit members.

If the District approves the appointment of a bargaining unit member to multiple extra-curricular assignments in any school year, it is understood that the bargaining unit member shall not perform the duties of such multiple positions during the same clock hours. Further, this provision shall not limit the District's right to determine whether to make extra-curricular assignments, including whether to make multiple extra-curricular assignments, to the same bargaining unit member.

The following process will be followed for creating new extra-curricular activities (i.e., clubs):

- A. Proposal for a new club will be made to the respective building principal for approval.
- B. Approval of the Superintendent is required.
- C. Club or activity will be in existence for two (2) full academic years.
- D. Records must be kept of specific events, number of hours committed, number of students involved, etc. for purpose of proper Tier placement.
- E. Board of Education approval of new extra-curricular club and Tier placement is required.

Extra-curricular activities (i.e., clubs) existing as of July 1, 2013, which are inactive for a three-year period measured from that date, will be eliminated. Extra-curricular activities (i.e., clubs) that are approved by the Board of Education after July 1, 2013, which are inactive for a three-year period from their approval date, will be eliminated.

#### 16:32 Coaching.

16:320 Coaches will be appointed each year as either a head varsity coach or as an assistant varsity coach. Head varsity coaches will be a year-round appointment whereas assistant varsity coaches will be seasonal appointments. Head varsity coaches will be appointed and notified within sixty (60) days of the conclusion of the post-season for that respective sport.

All assistant varsity coaches at the varsity/junior varsity level are expected to begin their in-season appointments with the varsity/junior varsity try-outs and will conclude with post-season play as appropriate. Assistant varsity coaches at the modified level will have the

opportunity/option to indicate interest and availability for assisting in pre- and post-season activities. The Athletic Director, in consultation with the head varsity coach, will make the final determination.

Coaches are permitted to apply to serve as a head coach in two sports during the same year. However, such applications for a second head coaching appointment may be denied by the District for any reason, and the denial will not be subject to the grievance or arbitration provisions of this Agreement (nor shall any bargaining history be used against the District) unless: (a) the applicant in question has been grandfathered by virtue of having held a second head coaching appointment during 2007-2008; or (b) the internal or external applicant for the second head coaching appointment is the only internal or external applicant for the position.

- 16:321 All coaches will be paid based on a weekly salary for the number of weeks worked from the actual in-season starting date (commencement of tryouts) through the last week of league play. (As per APPENDIX 16:33).
- 16:322 Any post-season competition (i.e., after the last week of league play) will add to the compensation of any coach directly involved in preparation and coaching for that post-season competition. Amount of additional compensation will be equal to the coach's weekly salary times the number of weeks of post-season play. (A half [1/2] week will be used for a part of a week up through Wednesday.)
- Example 1. Girls' soccer plays in sectionals for one (1) week and three (3) days (until Wednesday) after last week of league season. Coach is paid for season plus one and one half (1 1/2) times weekly salary for post-season competition. If sectionals had gone one (1) more day, coach would have received two (2) weeks additional pay.
- Example 2. The assistant varsity boys' soccer coach (assigned to the junior varsity) will coach an (11) week season approximately. His weekly salary is seventy-five percent (75%) of head coach for boys' soccer (.75 x \$687 (i.e., 2022-2023 weekly) = \$515.25). Eleven (11) weeks at five-hundred fifteen dollars and twenty-five cents (\$515.25) per week gives assistant varsity boys' soccer coach a total salary for boys' soccer of five-thousand-six-hundred-sixty-seven dollars and seventy-five cents (\$5,667.75).
- 16:323 All assistant varsity coaches will be paid seventy-five percent (75%) of respective head varsity coach's weekly salary for each week of work by that coach.

- 16:324 Any new sport will be recommended by the Athletic Director to the Superintendent. If approved by the Superintendent, salaries for new or unlisted sports will be negotiated by the MFA and the District.
- 16:325 A notification of any changes in seasonal length or necessary additions to pay for post-season competition will be submitted by the Athletic Director to the appropriate pay officer as soon as can be reasonably determined.
- 16:326 If for any reason there appears to be a change in a coach's responsibilities (e.g., an assistant varsity coach is promoted in-season to take over a varsity program) and a change in weekly salary seems justified, the coach will present concise evidence of the justification for the change to the Superintendent of Schools and the President of the MFA in order that the change can be negotiated. If the Superintendent and the President mutually agree that the change is justified, the change will be negotiated.
- 16:327 Pay for coaches shall be in two (2) payments. One (1) separate check for half the expected salary approximately half way through the season. A second (2nd) separate check for the balance of the coach's salary (including pay for post-season, if applicable) as soon after the season as is possible once the Athletic Director has certified that all of the coach's duties have been completed (includes end of the season reports, inventory, etc.). Also, coaches have the option to choose 28% Federal and 7.5% State Tax elective insofar as those percentages remain effective.
- 16:328 Head varsity coaches will be expected to fulfill off-season responsibilities by promoting their sport to all interested District students (in an effort to promote participation).

After being appointed, each head varsity coach will provide the Athletic Director with a plan for off-season activities for the respective sport for the upcoming year. Off-season responsibilities may include, but are not limited to: (a) open gym practices for Marcellus CSD students; (b) collaborating on intramural programs (with the co-curricular intramural director) in their particular sport; and (c) hosting introductory clinics (for students in K-6) open to Marcellus CSD students only.

- 16:33 Chaperoning. Chaperoning will be paid at the rate of: 2022-2023 - \$36.82; 2023-2024 - \$38.29; 2024-2025 - \$39.78 and 2025-2026 - \$41.33 per hour with the approval of the Building Principal. This does not apply to coaching, club, or activity advisors who are discharging their duties as listed in the extra pay schedule.

16:34 Internal Substitution.

Any teacher asked to do internal substitution will be compensated at the rate of: 2022-2023 - \$36.82; 2023-2024 - \$38.29; 2024-2025 - \$39.78 and 2025-2026 - \$41.33 per hour or major portion thereof. Compensation for internal substitution will only be made if the bargaining unit employee who does the internal substitution would otherwise have been assigned to a duty-free period pursuant to Section 6:721 or a duty-free lunch period pursuant to Section 4:20 during the period of the internal substitution. Compensation for internal substitution will not be made if the bargaining unit employee who does the internal substitution would otherwise have been assigned to a teaching period pursuant to Section 6:74 or a supervisory period pursuant to 6:77 during the period of the internal substitution. Internal substitution will be used only after the building principal or other District administrator, in his or her discretion, has exhausted all other reasonable options. Permanent part time teachers asked to do internal substitution will be compensated based on their per diem contractual rate as determined by Article 16:10.

16.35 Driver Education. Summer School Driver Education shall be paid: 2022-2023 - \$42.92; 2023-2024 - \$44.64; 2024-2025 - \$46.38 and 2025-2026 - \$48.19 per hour.

16:36 Curriculum Writing. Curriculum writing shall be paid at: 2022-2023 - \$42.92; 2023-2024 - \$44.64; 2024-2025 - \$46.38 and 2025-2026 - \$48.19 per hour.

16:40 PAY PROCEDURES

16:41 Dates: Pay dates for all certified employees will be based on a biweekly calendar in the following manner:

A. Ten (10) month employees - twenty-two (22) approximately equal paychecks

or

twenty-six (26) paychecks computed at the rate of twenty-six (26) paychecks with the last five (5) paychecks being paid in the twenty second (22<sup>nd</sup>) paycheck.

B. Eleven (11) month employees - twenty-four (24) or twenty-six (26) approximately equal checks.

C. Twelve (12) month employees – twenty-six (26) approximately equal paychecks.

16:42 Number of Paychecks: The ten (10) month employee may choose either of the two (2) options available. This choice must be made within a reasonable time



before the first (1st) paycheck in September of each school year and must be in writing.

- 16:43 Payments: When payments are to be made, all Co-Curricular Activity, Interscholastic, and Department and Content Specialist stipends will be paid in December (50%) and June (50%).

#### 16:50 PAYROLL SAVINGS PLAN

- 16:51 The Marcellus Central School Board of Education will allow individuals a payroll deduction to be deposited in a bank or credit union of the employee's choice.

- 16:52 Employees must specify dollar amount deduction and the bank choice to the Business Office no later than the date of the second (2nd) scheduled payday in September. Changes can be made during the two (2) weeks prior to the first (1st) scheduled paycheck of the second (2nd) semester.

- 16:53 The dollar amount deduction in force in June of the preceding year will remain in force unless the teacher requests a change by the two (2) dates indicated in 16:52.

#### 16:60 DUES DEDUCTION

The Marcellus Central School Board of Education agrees to deduct from the salaries of its employees dues for the Marcellus Faculty Association and its State and National affiliates as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association. Teachers' authorizations shall be in writing on the form attached to their association sign-up cards. The authorization for deduction shall be in effect indefinitely until canceled in writing.

**ARTICLE 17:00**  
**EARLY RETIREMENT INCENTIVE PROGRAM**

**17:10 INCENTIVES**

Teachers who apply for retirement during the first (1st) school year (i.e., September 1 through August 31) in which they become eligible to retire under NYSTRS without a diminished benefit or reduction of benefit and who produce evidence of a service retirement under NYSTRS, will receive twenty-four thousand (\$24,000) dollars to be paid as a non-elective employer contribution into a 403b Plan (as described in Section 17:70, below). For purposes of entitlement to the retirement incentive, the first school year of eligibility without a diminished benefit or reduction of benefit means the first school year in which a teacher attains the age and/or required number of credited years of service with NYSTRS such that the teacher is eligible for an unreduced NYSTRS pension benefit.

**17:20 LOCAL CONDITIONS FOR ELIGIBILITY**

To be eligible for a retirement incentive, an employee must be earning in excess of \$78,645 for 2022-2023; \$81,791 for 2023-2024; \$84,981 for 2024-2025; and \$88,295 for 2025-2026.

**17:30 NOTIFICATION OF RETIREMENT**

Notification of intent to retire under this article must be submitted by January 1 of the year the individual intends to retire or if the retirement is not effective at the end of the school year, at least six (6) months in advance of the retirement date.

**17:40 RETIREMENT OF PART-TIME EMPLOYEES**

17:41 Persons whose part-time service fluctuates between more than .5 FTE and less than .5 FTE will be eligible for the incentive if their average FTE during their years of service with the District is .5 or more.

17.42 The incentive for eligible part-time teachers shall be prorated.

**17:50 TEACHER RESPONSIBILITY**

It is the responsibility of the teacher to meet all time lines required under the Early retirement Incentive Program. Failure to do so will forfeit an individual's right to receive payment under the program.

**17:60 LOCAL RETIREMENT INCENTIVE AS NON-ELECTIVE EMPLOYER CONTRIBUTION**

For bargaining unit members eligible for the retirement incentive provided for in this Article 17, the District agrees to make a non-elective employer contribution in the contractually specified amount to a 403(b)-program able to accept such amounts, subject

to the contribution limits as outlined in the Internal Revenue Code. This non-elective contribution (also known as a retirement incentive) is available to all employees who meet the age and service requirements as defined by the New York State Teachers Retirement System. The local retirement incentive above will be available to members who submit an irrevocable letter of intent to retire within the time limits specified in Section 17:40. The retirement incentive will be remitted by the District as soon as administratively possible commencing with the year of retirement, subject to the requirements described below. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers Retirement System. In the event that the employee participates in this retirement incentive contribution but such contribution exceeds acceptable contribution limits, the District agrees:

- 1) to pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, OR,
- 2) if the employee has a NYSTRS membership date subsequent to June 16, 1971, remit any remainder in the year(s) following retirement to the 403(b)-program in accordance with the maximum amount permissible under the Internal Revenue Code.

**ARTICLE 18:00**  
**BOARD MEETING INFORMATION**

**18:10 AGENDA**

The District will provide the MFA with complete copies of the public and administrative agenda for all regular Board of Education meetings by the Friday prior to the Board meeting. In the case of special Board meetings, the agenda will be provided at least three (3) days in advance whenever possible.

**18:20 MINUTES**

The District will provide the MFA with complete copies of all public Board Minutes (public and executive sessions) with those attachments permitted bylaws as these become available.

**ARTICLE 19:00**  
**MANAGEMENT RIGHTS**

- 19:10 Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the employer are retained by it, including but not limited to, the right to determine the mission, purpose, objectives and policies of the employer; the right to the facilities, methods, means (excluding academic issues), and the number of personnel for the conduct of the employer's programs.

**ARTICLE 20:00**  
**TERM OF THE AGREEMENT**

20:10 TERM

This agreement shall be in effect from July 1, 2022, through June 30, 2026 or until replaced by a successor contract except, that after June 30, 2026, no raises or increments will be paid until a new agreement is negotiated.

20:20 NEGOTIATIONS

Negotiations concerning any proposed items shall proceed in accordance with the provisions set forth in the Procedural Agreement for negotiations.

20:30 AMENDMENTS

Amendments resulting from such negotiations shall take effect the following July 1 or at such other time as may be mutually agreeable to both parties.

20:40 SIGNATURES

Marcellus Central School District

By:  2/13/2023  
Michelle Brantner, Superintendent of Schools

Marcellus Faculty Association

By:  2/14/2023  
JoMarie Mariani, President

20:50 LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**APPENDIX 1:10**

**NURSES  
MEMORANDUM OF AGREEMENT**

**MARCELLUS SCHOOL NURSES**

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## **Marcellus School Nurses**

### **ARTICLE I GRIEVANCE PROCEDURE**

- A. School Nurses will be covered by Article 12 of the collective bargaining agreement to which this memorandum of agreement is appended (hereafter “Contract”) except that the discipline and discharge of nurses shall not be subject to grievance arbitration.
- B. Any permanent employee who is charged with misconduct or incompetency shall be extended all of the protections provided by Civil Service Law Sections 75 and 76. It is agreed that the hearing will be held before a mutually agreed upon neutral hearing officer. The cost of the hearing officer will be shared equally by the District and the MFA.

### **ARTICLE II LEAVES**

School Nurses will be covered by Article 2:00 of the Contract.

### **ARTICLE III CONDITIONS OF EMPLOYMENT**

#### **A. WORK YEAR**

Employees within this unit are expected to work on days when teachers’ attendance is required, and up to 36 hours in July and August as agreed upon with the building administrator. Days worked in July and August will be compensated based on each nurse’s hourly rate, calculated by dividing the individual’s salary by 1,450 hours. Nurses may work from home if agreed upon with the building principal. Time sheets must be submitted no later than September 15th and include a summary of completed work.

#### **B. FULL TIME DEFINED**

- 1. Full time employment shall be defined as an employee working 5 full days a week for 6 hours or more per day.
- 2. The work day for nurses shall be the same as the teacher work day.

#### **C. WORK ASSIGNMENTS**

The Building Principal is responsible for specific work assignments of the nurse in his/her building.

D. SUBSTITUTES

In all circumstances except true emergency situations, each nurse must first attempt to find a substitute by making two calls; then she shall call the principal or designee, report that she will be absent, and give the name of her substitute, or state that she was unable to arrange for one. In the case of a true emergency, the nurse may make a single call to the BOCES substitute calling service, to request that BOCES find a substitute and perform the necessary notification.

E. POSTING OF VACANCIES

1. When a vacancy occurs within the District or a new position is created within this unit, notice of such position and job requirements shall be posted in each building at least 48 hours prior to filling the position.
2. The Board of Education shall have the final authority for appointment.

F. TERMINATION OF EMPLOYMENT

1. For reason of reduction in force, a 30-calendar day advance written notice is required from the Assistant Superintendent for Business to the employee.
2. For reason of insubordination, neglect of duty, or incompetency, a 5-school day advance written notice is required from the Principal, the Assistant Superintendent for Business, or Superintendent.

G. SENIORITY

1. Seniority shall be District-wide based on the number of years of continuous full-time service in the District within this bargaining unit.
2. Unpaid leave time of 30 calendar days or less shall be considered continuous for the purpose of seniority.
3. If a full-time employee is reduced to part-time at the request of the District, full seniority rights shall continue.
4. A seniority list shall be maintained by the District and updated annually.

H. RECALL

1. If an employee's employment is terminated because of reduction in force and a position within this unit should open in the District for which the employee is qualified, and if the employee applies, the former employee shall be considered along with other applicants.
2. The Board of Education has the final authority of appointment.

**ARTICLE IV  
FRINGE BENEFITS**

**A. INSURANCE**

School Nurses will be covered under Article 10 of the Contract for all insurance rights, benefits, and obligations, including retiree health insurance.

**B. RETIREMENT**

1. Employees are eligible to join the New York State Employees' Retirement System.
2. Employees hired after July 1, 1976, for a ten month position are not mandated to become members of the System.
3. The District is a member of the Non-Contributory 1/60th Plan.

**ARTICLE V  
SALARY**

**A. The salary of the School Nurses will be increased as follows:**

2022-2023	2023-2024	2024-2025	2025-2026
\$6,000	4.0%	3.9%	3.9%

**B. The starting salary for nurses will be \$41,000, with the understanding that the District retains discretion to start new hires at a higher rate.**

**C. The coordinator (chair) will receive, in two annual installments, the following stipends each year, as indicated: 2022-2023 - \$2,674; 2023-2024 - \$2,781; 2024-2025 - \$2,889 and 2025-2026 - \$3,002.**

**D. PAYCHECKS**

School Nurses will be governed by Section 16:40 of the Contract.

**E. PAYROLL DEDUCTIONS**

School Nurses will be governed by Section 16:50 of the Contract.

**APPENDIX 1:11**  
**MARCELLUS ATHLETIC TRAINERS**

**ARTICLE I**  
**GRIEVANCE PROCEDURE**

- A. Athletic trainers will be covered by Article 12 of the collective bargaining agreement to which this memorandum of agreement is appended (hereafter “Contract”) except that the discipline and discharge of athletic trainers shall not be subject to grievance arbitration.
- B. Any athletic trainer who is charged with misconduct or incompetency will be afforded whatever protections of Civil Service Law Sections 75 and 76 are applicable. It is agreed that any hearing pursuant to Section 75 will be held before a mutually agreed upon neutral hearing officer. The cost of the hearing officer will be shared equally by the District and the MFA.

**ARTICLE II**  
**CONDITIONS OF EMPLOYMENT**

A. WORK YEAR

Athletic trainers are expected to work ten (10) months per year, on the schedule established by the District. However, nothing in this Agreement or this Appendix shall limit the District’s right to reduce the work year or hours of work.

B. FULL TIME DEFINED

- 1. Full time employment shall be defined as an employee working 5 full days a week for 6 hours or more per day.

C. WORK ASSIGNMENTS

The Athletic Director is responsible for specific work assignments of the athletic trainers.

D. EVALUATION

Athletic trainers will be evaluated annually, in writing, by the Athletic Director. This shall not limit the Athletic Director’s right to provide performance-related feedback on a more frequent basis.

E. POSTING OF VACANCIES

- 1. When a vacancy occurs within the District or a new position is created within this unit, notice of such position and job requirements shall be posted in each building at least 48 hours prior to filling the position.
- 2. The Board of Education shall have the final authority for appointment.

F. TERMINATION OF EMPLOYMENT

1. For reason of reduction in force, a 30 calendar day advance written notice is required from the District to the employee.
2. For reason of insubordination, neglect of duty, or incompetency, a 5 school day advance written notice is required from the Athletic Director or Superintendent.

G. SENIORITY

1. Seniority shall be District-wide based on the number of years of continuous full-time service in the District within this bargaining unit.
2. Unpaid leave time of 30 calendar days or less shall be considered continuous for the purpose of seniority.
3. If a full-time employee is reduced to part-time at the request of the District, full seniority rights shall continue.
4. A seniority list shall be maintained by the District and updated annually.

H. RECALL

1. If an employee's employment is terminated because of reduction in force and a position within this unit should open in the District for which the employee is qualified, and if the employee applies, the former employee shall be considered along with other applicants, unless applicable law affords the former employee greater rights.
2. The Board of Education has the final authority of appointment.

**ARTICLE III  
FRINGE BENEFITS**

A. INSURANCE

Athletic trainers will be covered under Article 10 of the Contract for all insurance rights, benefits, and obligations, including retiree health insurance.

B. RETIREMENT

1. If eligible, athletic trainers will join the New York State Employees' Retirement System.
2. The District is a member of the Non-Contributory 1/60th Plan.

**ARTICLE IV  
SALARY**

- A. The salary of the Athletic Trainer will be increased as follows:

2022-2023	2023-2024	2024-2025	2025-2026
4.2%	4.0%	3.9%	3.9%

- B. PAYCHECKS

Athletic trainers will be governed by Section 16:40 of the Contract.

- C. PAYROLL DEDUCTIONS

Athletic trainers will be governed by Section 16:50 of the Contract.

**ARTICLE V  
LEAVES**

- A. Athletic Trainers will be covered by Article 2:00 of the Contract.

**APPENDIX 2:14**  
**CHILDBIRTH/CHILDREARING; MATERNITY SICK LEAVE**  
**INFORMATION FORM**

Directions: Please check all boxes which apply and fill in all blank spaces - then send a copy to the Superintendent of Schools and your Principal.

\_\_\_\_\_ I am planning to take maternity sick leave effective \_\_\_\_\_.  
Date

\_\_\_\_\_ I wish to receive sick leave pay beginning with the first (1st) date of absence until my accumulated leave is exhausted or until my return to work and I understand my FMLA rights and the possibility of simultaneous use of FMLA leave.

\_\_\_\_\_ I wish to reserve my accumulated leave for when I return to work and therefore do NOT expect to be paid during the period of this leave.

\_\_\_\_\_ I expect my absence will be more than thirty (30) consecutive school days and thus a long-term contract substitute should be employed.

\_\_\_\_\_ I expect my absence will be less than thirty (30) consecutive school days and thus a short-term substitute should be employed.

\_\_\_\_\_ I expect my absence will be very brief involving a day-to-day decision and thus a per diem (day-to-day) substitute should be employed.

\_\_\_\_\_ I expect (provided clearance from my doctor) to return to work after the birth of my child about \_\_\_\_\_.  
(date)

\_\_\_\_\_ I expect to return to work after the birth of my child and I shall in the event apply for Childrearing Leave within six (6) weeks after the birth of my child via a letter to the Superintendent of Schools.

\_\_\_\_\_ I do NOT expect to return to work after the birth of my child and I shall probably resign sometime within the six (6) week period after the birth of my child.

I understand that this intention statement is to give some direction to the administration and that my expectations shall NOT be binding upon me.

\_\_\_\_\_  
(Teacher's Signature)

\_\_\_\_\_  
(Date)

**APPENDIX 2:154**  
**SICK LEAVE BANK**

Application Form  
(Please submit the original and  
one copy of this application to  
the Personnel Administrative Assistant)

Directions: Under terms of the current contract, up to thirty (30) days of sick leave bank time is available to each employee, per year. To be eligible you must have exhausted your own accumulated leave and have elected to donate to the sick bank using the appropriate form.

This application is necessary in order that the District Business Office can properly account for “used” and “unused” days in the sick leave bank.

My sick leave was exhausted as of \_\_\_\_\_ and  
(date)

I am applying for \_\_\_\_\_ days from the sick leave bank, effective \_\_\_\_\_.  
(number) (date)

\_\_\_\_\_  
MFA Member’s Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date of Signature



**APPENDIX 2:44  
PERSONAL LEAVE FORM**

Name \_\_\_\_\_ Bldg. Assigned \_\_\_\_\_

Position \_\_\_\_\_ Date of Request \_\_\_\_\_

Date(s) for leave or personal day \_\_\_\_\_

- \_\_\_\_\_ No reason given (three [3] per year).
- \_\_\_\_\_ Marriage of teacher, or in teacher's immediate family.
- \_\_\_\_\_ College graduation for self, spouse, son, or daughter.
- \_\_\_\_\_ Taking son or daughter to college in freshman year.
- \_\_\_\_\_ Legal transactions.
- \_\_\_\_\_ Required court business.
- \_\_\_\_\_ Emergency (examples: fire, plumbing, or electrical difficulties, accident, weather conditions.)
- \_\_\_\_\_ Religious holiday
- \_\_\_\_\_ Funeral – not immediate family (death of close relative or friend)

\_\_\_\_\_  
Signature of Building Principal

For any reason not specified above, the permission of the Superintendent of Schools is needed; therefore, state in writing the reason(s) for the request.

\_\_\_\_\_  
\_\_\_\_\_

Approved  
Approved without pay  
Disapproval

\_\_\_\_\_  
Superintendent of Schools

**APPENDIX 2:631**  
**CHILDREARING LEAVE STANDARD APPLICATION FORM**  
(To be submitted within six (6) weeks of birth or adoption of child)

In reference to Article 2:631 of the Marcellus Faculty Association Contract, it is recommended that the Association President be consulted before this form is completed and submitted.

_____ Employee Name	_____ Date of Birth or Adoption of Child
------------------------	---

\_\_\_\_\_  
Date

1. During this leave, the teacher shall not engage in gainful employment other than occasional per diem substitute teaching (See Article 2:634).
2. The District has the right to invoke Article 2:64 in the Marcellus Faculty Association Contract whenever it deems it is necessary to do so.
3. Employees must provide the District with timely notice of intent to return from leave (Article 2:70) or employee might lose the right to future employment.
4. Childrearing leave is leave without pay.
5. This leave may be canceled by the employee for extenuating circumstances as provided in Section 2:635.
6. The employee may request FMLA leave or FMLA leave may be charged simultaneously with childrearing leave.
7. I, \_\_\_\_\_ fully understand and agree to items 1 - 5  
Employee Name

above, and hereby apply for a childrearing leave to become effective

on \_\_\_\_\_ and to terminate such leave on \_\_\_\_\_.  
date date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MFA President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

**APPENDIX 7:13**  
**Annual Professional Performance Review\***  
**Marcellus Central School District**  
**Other Professional Staff Not Covered by a Rubric**  
**Reflection/Evaluation**

Name: \_\_\_\_\_

School Year: \_\_\_\_\_

**Update #1 (to be held before November 15<sup>th</sup>):**

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Reflection (make thoughtful and accurate assessment of your progress):

What modifications to your APPR and/or your instruction might be made at this point based on your reflection?

Administrator Comments:

**Update #2 (to be held before January 30<sup>th</sup>):**

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Reflection (make thoughtful and accurate assessment of your progress):

What modifications to your APPR and/or your instruction might be made at this point based on your reflection?

Administrator Comments:

---

\* These Forms (i.e., Teacher Reflection/Evaluation and Teacher Planning Forms for: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Collaboration/Interpersonal Relationships, Student Assessment, and Student Development).

**Update #3 (to be held before March 1st):**

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Reflection (make thoughtful and accurate assessment of your progress):

Administrator Comments:

**Summative Reflection: (to be completed by March 1st)**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

What did you learn this year while working on this goal?

How did student learning improve as a result of your actions with this goal?

What evidence supports your success?

Describe any implications/modifications this may have for future actions in this or any other attribute area?

How did your APPR process help you grow professionally?

**Name:** \_\_\_\_\_

**Administrator Comments:** (to be completed by April 15<sup>th</sup>)

**Staff Signature:** \_\_\_\_\_

**Administrator Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **APPENDIX 10:11 INSURANCE REGULATIONS**

### Types of Coverage

There are two types of coverage: Individual Coverage, which provides protection for the bargaining unit member only and Family Coverage, which provides protection for the bargaining unit member, his or her spouse, and any eligible children.

### Employee Eligibility

All bargaining unit members are eligible for coverage, except as otherwise specified in the collective bargaining agreement.

Eligible employees shall be covered from the first (1st) day of employment provided they elect coverage.

Thereafter, all otherwise eligible employees who do not sign up at the commencement of the plan or at the commencement of their employment, may do so at any other time, without proof of insurability. Coverage will be effective on the first (1st) of the month following the ninetieth (90th) day after the application is received in the District Office.

If an enrollee wishes to change his/her type of coverage, such change will be effective the first (1st) of the month following notice provided notice is received by the fifteenth (15th) of the month. After the fifteenth (15th) of the month, change will become effective thirty (30) days after the first (1st) of the next month.

### Dependent Eligibility

Dependent eligibility shall be as defined in the terms of the health plan and subject to the requirements of applicable federal and/or state law.

### Leaves/Lay-offs/Termination

Enrollees who are off the payroll due to lay-off or who leave the employ of the District may continue in the group coverage at the group rate at their own expense for up to one (1) year following cessation of paid coverage, or, in the event of a COBRA-qualifying event, for the length of time provided under COBRA.

Enrollees who are off the payroll due to leaves of absence may continue in the group coverage at group rate at own expense while on said leave of absence.

The normal enrollment period for District employees will be September 1 through August 31. Because of this, paid coverage will continue for a proportional period of time once employment

is terminated. For example, an employee who terminates employment in January would be entitled to paid coverage for an additional month and one who terminates employment in June would be entitled to paid coverage for two (2) additional months (July and August).

Enrollees may convert their coverage within thirty (30) days from date of cessation of group coverage to an individual plan without proof of insurability at his/her own cost.

#### Death of Employee or Retiree

In the event of the death of an employee enrolled for family coverage, the coverage of any surviving dependents shall be continued for at least three (3) months following the month of death.

The surviving dependent(s) of employees or retirees are entitled to continued coverage as dependent survivors at the group rate. The dependent(s) must pay the premium in full, quarterly, in advance.

#### Insurance Information

Each year this coverage is continued, the Insurer will provide the Union with information booklets for all employees, outlining the coverage and regulation of the plan.

#### NOTE:

In all instances where an eligible person carries this insurance at his/her own expense, it is understood that the school district has no liability and that premiums are to be paid in full, quarterly, in advance.

**APPENDIX 11:42**  
**TUITION GRANT APPLICATION**

Please type or print and submit in duplicate

Name \_\_\_\_\_ Years at Marcellus \_\_\_\_\_

Date \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level \_\_\_\_\_

Course Description:\*

Month/Year course begins \_\_\_\_\_ College/University \_\_\_\_\_

Month/Year course ends \_\_\_\_\_ Credit Hours \_\_\_\_\_

Total grant requested \$ \_\_\_\_\_

Explain briefly reasons for taking this course.

---

\* If possible, give name, number, and briefly describe type of course. Ex., Reading Diagnosis 244 - Basic course in diagnosis of reading problems. Even if course name and/or number not available, you must describe type of course you intend to take.

\_\_\_\_\_ Grant approved. (You must submit evidence of satisfactory course completion for reimbursement.) **\*\*(A TUITION RECEIPT IS ALSO REQUIRED See 11:60)\*\***

\_\_\_\_\_ Grant rejected because:



## APPENDIX 15:30 CONTENT SPECIALIST POSITIONS

Examples of the 22 Content Specialist positions are as follows. Positions will be established annually in consultation with Marcellus Faculty Association representatives.

K-12 Library Media/Tech Integration	K-12 Library Media/Tech Integration
K-12 Physical Education/Health	K-12 Physical Education/Health
K-12 Performing Arts	K-12 Performing Arts
K-12 Visual Arts	K-12 Visual Arts
7-12 English	7-12 English
7-12 Languages Other Than English	7-12 Languages Other Than English
7-12 Math	7-12 Math
K-6 Science	7-12 Science
7-12 Science	7-12 Social Studies
7-12 Social Studies	7-12 Career & Technical Education
7-12 Career & Technical Education	K-6 Special Education
K-6 Special Education	7-12 Special Education
7-12 Special Education	K-3 Response to Intervention
K-3 Response to Intervention	4-8 Response to Intervention
4-8 Response to Intervention	K-3 English Language Arts
Kindergarten	4-6 English Language Arts
First Grade	K-3 Math
Second Grade	4-6 Math
Third Grade	K-3 Social Studies
Fourth Grade	4-6 Social Studies
Fifth Grade	K-3 Science
Sixth Grade	4-6 Science

**APPENDIX 15:40**  
**CONTENT SPECIALIST EVALUATION**

Name:

Content Area:

Date:

Evaluator:

Administrative Tasks:

Student and Teacher Outcomes:

Professional development:

Content Specialist  
Self-Evaluation Tool

1. # of agenda and minutes in Google Docs. \_\_\_\_
2. Conferences or trainings attended?
3. After school trainings offerings?
4. Literacy Standards (7-12) K-6 integrating ELA standards into content areas how did teachers integrating and implementing these into their instruction.
5. Were accommodations provided for special education in your dept./content area.
6. Were 504 accommodations provided to students in your department or content area.
7. Provide the data on common formative assessments and describe how this information was used to change instruction.
8. Identify professional development needs for your department or content area.
9. How many update at faculty meetings.
10. Provide data on formative assessments.
11. Describe what teachers are using to monitor and adjust instruction.
12. Minutes of monthly K-12 content area meetings.
13. Attendance at monthly curriculum council meeting:
14. Mid-terms and finals schedules
  - K-12 departments meet quarterly with KCH principal: Meeting dates.
  - 7-12 Homebound/credit recovery coordinator: Provide data on effectiveness of program.
  - K-12 special education and RTL: Schedules test accommodations and universal screenings.
  - K-6 content areas: Keep each grade level up to date on changes in standards and curriculum.

**APPENDIX 15:50**  
**Marcellus Central School District**  
2 Reed Parkway  
Marcellus, New York 13108

***Content Specialist Full Day-Half Day Release Time Request***

To: Assistant Superintendent of Pupil Personnel Services

From: \_\_\_\_\_

Date: \_\_\_\_\_

Subject: Content Specialist Release Time Request

This is an official request for release time to fulfill the requirements of content specialist role.

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**Date of the Request:** \_\_\_\_\_ full or ½ day)

Description of Goals or activities to be accomplished:

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The teacher understands that they are responsible for securing a substitute teacher to cover this release time.

Approval of Building Administrator \_\_\_\_\_  
(Signature)

Administrator will forward on to PPS office.

## APPENDIX 16:14 SALARY SCHEDULES

2022-2023	A-01	A-02	A-03	A-04	A-05	A-06	A-07	A-08	A-09	A-10	A-11	A-12	A-13
1	60,382	61,357	62,347	63,325	64,309	65,294	66,262	67,231	68,210	68,778	70,155	70,861	72,112
2	60,782	61,757	62,747	63,725	64,709	65,694	66,662	67,631	68,610	69,178	70,555	71,261	72,512
3	61,199	62,174	63,164	64,141	65,126	66,111	67,079	68,048	69,027	69,595	70,972	71,678	72,929
4	61,629	62,604	63,593	64,572	65,556	66,541	67,509	68,478	69,458	70,026	71,402	72,108	73,359
5	62,073	63,048	64,038	65,016	66,000	66,985	67,952	68,921	69,902	70,469	71,846	72,552	73,803
6	62,534	63,509	64,499	65,475	66,461	67,446	68,414	69,383	70,362	70,930	72,306	73,014	74,263
7	63,010	63,984	64,973	65,951	66,936	67,922	68,887	69,856	70,837	71,406	72,783	73,488	74,740
8	63,498	64,474	65,464	66,440	67,425	68,411	69,378	70,345	71,327	71,895	73,271	73,977	75,229
9	64,003	64,977	65,966	66,942	67,928	68,913	69,880	70,849	71,830	72,398	73,774	74,481	75,732
10	64,516	65,490	66,481	67,457	68,445	69,427	70,394	71,364	72,343	72,912	74,289	74,997	76,246
11	65,045	66,018	67,007	67,984	68,969	69,956	70,922	71,892	72,869	73,440	74,816	75,522	76,775
12	65,582	66,557	67,548	68,525	69,509	70,493	71,463	72,430	73,410	73,979	75,354	76,060	77,312
13	66,133	67,106	68,096	69,073	70,060	71,043	72,012	72,980	73,958	74,529	75,904	76,612	77,863
14	66,692	67,664	68,657	69,632	70,618	71,603	72,572	73,541	74,519	75,089	76,464	77,171	78,425
15	67,275	68,249	69,243	70,217	71,205	72,187	73,158	74,124	75,102	75,673	77,051	77,757	79,008
16	67,883	68,860	69,850	70,826	71,815	72,796	73,764	74,733	75,711	76,282	77,656	78,368	79,617
17	68,202	69,174	70,167	71,144	72,133	73,113	74,082	75,051	76,028	76,598	77,974	78,684	79,934
18	68,518	69,493	70,484	71,462	72,449	73,431	74,400	75,367	76,341	76,916	78,294	78,998	80,251
19	68,848	69,819	70,814	71,789	72,778	73,760	74,728	75,697	76,675	77,246	78,622	79,330	80,580
20	69,179	70,152	71,145	72,118	73,108	74,090	75,058	76,028	77,002	77,574	78,951	79,661	80,909
21	69,520	70,494	71,485	72,460	73,364	74,332	75,401	76,370	77,345	77,919	79,294	80,000	81,252
22	69,864	70,838	71,831	72,807	73,793	74,777	75,744	76,713	77,689	78,260	79,635	80,343	81,595
23	70,220	71,195	72,184	73,164	74,147	75,131	76,099	77,068	78,044	78,616	79,992	80,699	81,951
24	70,575	71,549	72,543	73,519	74,507	75,488	76,457	77,425	78,401	78,974	80,350	81,056	82,308
25	71,424	72,395	73,388	74,363	75,352	76,334	77,300	78,273	79,241	79,818	81,198	81,901	83,152
26	72,306	73,281	74,270	75,245	76,233	77,218	78,179	79,152	80,134	80,704	82,077	82,783	84,037
27	73,223	74,200	75,188	76,162	77,149	78,131	79,100	80,074	81,051	81,618	82,995	83,705	84,957
28	74,177	75,152	76,142	77,121	78,104	79,092	80,052	81,028	82,003	82,572	83,950	84,657	85,909
29	75,173	76,146	77,132	78,115	79,097	80,084	81,048	82,022	82,995	83,565	84,941	85,650	86,901
30	76,212	77,186	78,174	79,151	80,137	81,124	82,089	83,060	84,036	84,606	85,981	86,688	87,940
31	77,298	78,275	79,265	80,238	81,223	82,211	83,176	84,147	85,125	85,694	87,074	87,776	89,016
32	78,451	79,431	80,419	81,390	82,378	83,367	84,329	85,301	86,281	86,849	88,227	88,926	90,183
33	79,692	80,664	81,663	82,636	83,616	84,610	85,571	86,540	87,517	88,092	89,470	90,169	91,423
34	81,046	82,017	83,007	83,981	84,964	85,954	86,917	87,885	88,862	89,440	90,813	91,516	92,773
35	82,455	83,431	84,422	85,397	86,388	87,377	88,336	89,306	90,281	90,910	92,237	93,210	94,190
36	83,881	84,847	85,840	86,818	87,801	88,792	89,758	90,723	91,704	92,388	93,648	94,626	95,607
37	85,298	86,268	87,257	88,237	89,219	90,206	91,171	92,141	93,117	93,860	95,071	96,044	97,027
38	86,723	87,679	88,685	89,657	90,637	91,627	92,594	93,562	94,538	95,335	96,490	97,465	98,449
39	88,141	89,113	90,100	91,072	92,055	93,037	94,006	94,980	95,957	96,812	97,909	98,888	99,865
40	89,693	90,669	91,651	92,624	93,607	94,584	95,558	96,534	97,519	98,425	99,463	100,440	101,417
41	91,368	92,349	93,326	94,300	95,282	96,253	97,227	98,220	99,197	100,170	101,143	102,121	103,102
42	93,047	94,026	94,942	95,978	96,952	97,934	98,908	99,893	100,871	101,836	102,826	103,802	104,776
43	95,063	96,138	97,223	98,311	99,396	100,478	101,572	102,653	103,734	104,819	105,900	106,874	107,856
44	97,223	98,311	99,398	100,478	101,571	102,653	103,736	104,819	105,900	106,988	108,073	109,049	110,030
45	99,398	100,478	101,572	102,648	103,734	104,819	105,900	106,988	108,073	109,161	110,245	111,222	112,199
46	101,572	102,653	103,734	104,819	105,900	106,988	108,077	109,161	110,245	111,325	112,409	113,390	114,361
47	103,734	104,819	105,900	106,988	108,073	109,180	110,245	111,325	112,409	113,505	114,587	115,557	116,536
48	106,451	107,546	108,615	109,709	110,788	111,878	112,972	114,043	115,126	116,218	117,296	118,281	119,256
49	109,161	110,245	111,326	112,409	113,512	114,587	115,676	116,743	117,849	118,919	120,011	120,987	121,964
50	111,880	112,971	114,044	115,126	116,218	117,584	118,658	119,747	120,828	121,922	122,995	123,972	124,955

2023-2024	A-01	A-02	A-03	A-04	A-05	A-06	A-07	A-08	A-09	A-10	A-11	A-12	A-13
1	62,397	63,411	64,441	65,458	66,481	67,506	68,512	69,520	70,538	71,129	72,561	73,295	74,596
2	62,797	63,811	64,841	65,858	66,881	67,906	68,912	69,920	70,938	71,529	72,961	73,695	74,996
3	63,213	64,227	65,257	66,274	67,297	68,322	69,328	70,336	71,354	71,945	73,377	74,111	75,412
4	63,647	64,661	65,691	66,707	67,731	68,755	69,762	70,770	71,788	72,379	73,811	74,545	75,846
5	64,094	65,108	66,137	67,155	68,178	69,203	70,209	71,217	72,236	72,827	74,258	74,992	76,293
6	64,556	65,570	66,600	67,617	68,640	69,664	70,670	71,678	72,698	73,288	74,720	75,454	76,755
7	65,035	66,049	67,079	68,094	69,119	70,144	71,151	72,158	73,176	73,767	75,198	75,935	77,234
8	65,530	66,543	67,572	68,589	69,613	70,639	71,642	72,650	73,670	74,262	75,694	76,428	77,730
9	66,038	67,053	68,083	69,098	70,122	71,147	72,153	73,159	74,180	74,771	76,202	76,936	78,238
10	66,563	67,576	68,605	69,620	70,645	71,670	72,675	73,683	74,703	75,294	76,725	77,460	78,761
11	67,097	68,110	69,140	70,155	71,183	72,204	73,210	74,219	75,237	75,828	77,261	77,997	79,296
12	67,647	68,659	69,687	70,703	71,728	72,754	73,759	74,768	75,784	76,378	77,809	78,543	79,846
13	68,205	69,219	70,250	71,266	72,289	73,313	74,322	75,327	76,346	76,938	78,368	79,102	80,404
14	68,778	69,790	70,820	71,836	72,862	73,885	74,892	75,899	76,916	77,510	78,940	79,676	80,978
15	69,360	70,371	71,403	72,417	73,443	74,467	75,475	76,483	77,500	78,093	79,523	80,258	81,562
16	69,966	70,979	72,013	73,026	74,053	75,074	76,084	77,089	78,106	78,700	80,133	80,867	82,168
17	70,598	71,614	72,644	73,659	74,688	75,708	76,715	77,722	78,739	79,333	80,762	81,503	82,802
18	70,930	71,941	72,974	73,990	75,018	76,038	77,045	78,053	79,069	79,662	81,093	81,831	83,131
19	71,259	72,273	73,303	74,320	75,347	76,368	77,376	78,382	79,395	79,993	81,426	82,158	83,461
20	71,602	72,612	73,647	74,661	75,689	76,710	77,717	78,725	79,742	80,336	81,767	82,503	83,803
21	71,946	72,958	73,991	75,003	76,032	77,054	78,060	79,069	80,082	80,677	82,109	82,847	84,145
22	72,301	73,314	74,344	75,358	76,299	77,409	78,417	79,425	80,439	81,036	82,466	83,200	84,502
23	72,659	73,672	74,704	75,719	76,745	77,768	78,774	79,782	80,797	81,390	82,820	83,557	84,859
24	73,029	74,043	75,071	76,091	77,113	78,136	79,143	80,151	81,166	81,761	83,192	83,927	85,229
25	73,398	74,411	75,445	76,460	77,487	78,508	79,515	80,522	81,537	82,133	83,564	84,298	85,600
26	74,281	75,291	76,324	77,338	78,366	79,387	80,392	81,404	82,931	83,011	84,446	85,177	86,478
27	75,198	76,212	77,241	78,255	79,282	80,307	81,306	82,318	83,339	83,932	85,360	86,094	87,398
28	76,152	77,168	78,196	79,208	80,235	81,256	82,264	83,277	84,293	84,883	86,315	87,053	88,355
29	77,144	78,158	79,188	80,206	81,228	82,256	83,254	84,269	85,283	85,875	87,308	88,043	89,345
30	78,180	79,192	80,217	81,240	82,261	83,287	84,290	85,303	86,315	86,908	88,339	89,076	90,377
31	79,260	80,273	81,301	82,317	83,342	84,369	85,373	86,382	87,397	87,990	89,420	90,156	91,458
32	80,390	81,406	82,436	83,448	84,472	85,499	86,503	87,513	88,530	89,122	90,557	91,287	92,577
33	81,589	82,608	83,636	84,646	85,673	86,702	87,702	88,713	89,732	90,323	91,756	92,483	93,790
34	82,880	83,891	84,930	85,941	86,961	87,994	88,994	90,002	91,018	91,616	93,049	93,776	95,080
35	84,288	85,298	86,327	87,340	88,363	89,392	90,394	91,400	92,416	93,018	94,446	95,177	96,484
36	85,753	86,768	87,799	88,813	89,844	90,872	91,869	92,878	93,892	94,546	95,926	96,938	97,958
37	87,236	88,241	89,274	90,291	91,313	92,344	93,348	94,352	95,372	96,084	97,394	98,411	99,431
38	88,710	89,719	90,747	91,766	92,788	93,814	94,818	95,827	96,842	97,614	98,874	99,886	100,908
39	90,192	91,186	92,232	93,243	94,262	95,292	96,298	97,304	98,320	99,148	100,350	101,364	102,387
40	91,667	92,678	93,704	94,715	95,737	96,758	97,766	98,779	99,795	100,684	101,825	102,844	103,860
41	93,281	94,296	95,317	96,329	97,351	98,367	99,380	100,395	101,420	102,362	103,442	104,458	105,474
42	95,023	96,043	97,059	98,072	99,093	100,103	101,116	102,149	103,165	104,177	105,189	106,206	107,226
43	96,769	97,787	98,740	99,817	100,830	101,851	102,864	103,889	104,906	105,909	106,939	107,954	108,967
44	98,866	99,984	101,112	102,243	103,372	104,497	105,635	106,759	107,883	109,012	110,136	111,149	112,170
45	101,112	102,243	103,374	104,497	105,634	106,759	107,885	109,012	110,136	111,268	112,396	113,411	114,431
46	103,374	104,497	105,635	106,754	107,883	109,012	110,136	111,268	112,396	113,527	114,655	115,671	116,687
47	105,635	106,759	107,883	109,012	110,136	111,268	112,400	113,527	114,655	115,778	116,905	117,926	118,935
48	107,883	109,012	110,136	111,268	112,396	113,547	114,655	115,778	116,905	118,045	119,170	120,179	121,197
49	110,709	111,848	112,960	114,097	115,220	116,353	117,491	118,605	119,731	120,867	121,988	123,012	124,026
50	113,527	114,655	115,779	116,905	118,052	119,170	120,303	121,413	122,563	123,676	124,811	125,826	126,843

2024-2025	A-01	A-02	A-03	A-04	A-05	A-06	A-07	A-08	A-09	A-10	A-11	A-12	A-13
1	64,430	65,484	66,554	67,611	68,674	69,739	70,784	71,831	72,889	73,503	74,991	75,754	77,105
2	64,830	65,884	66,954	68,011	69,074	70,139	71,184	72,231	73,289	73,903	75,391	76,154	77,505
3	65,246	66,300	67,370	68,426	69,489	70,554	71,600	72,647	73,705	74,319	75,806	76,569	77,921
4	65,678	66,732	67,802	68,859	69,922	70,987	72,032	73,079	74,137	74,751	76,239	77,001	78,353
5	66,129	67,183	68,253	69,309	70,373	71,436	72,483	73,530	74,588	75,202	76,690	77,452	78,804
6	66,594	67,647	68,716	69,774	70,837	71,902	72,947	73,994	75,053	75,667	77,154	77,917	79,268
7	67,074	68,127	69,197	70,254	71,317	72,381	73,426	74,473	75,533	76,146	77,634	78,397	79,748
8	67,571	68,625	69,695	70,750	71,815	72,880	73,926	74,972	76,030	76,644	78,131	78,896	80,246
9	68,086	69,138	70,207	71,264	72,328	73,394	74,436	75,483	76,543	77,158	78,646	79,409	80,761
10	68,613	69,668	70,738	71,793	72,857	73,922	74,967	76,012	77,073	77,687	79,174	79,937	81,289
11	69,159	70,211	71,281	72,335	73,400	74,465	75,509	76,557	77,616	78,230	79,717	80,481	81,833
12	69,714	70,766	71,836	72,891	73,959	75,020	76,065	77,114	78,171	78,785	80,274	81,039	82,389
13	70,285	71,337	72,405	73,460	74,525	75,591	76,636	77,684	78,740	79,357	80,844	81,606	82,960
14	70,865	71,919	72,990	74,045	75,108	76,172	77,221	78,265	79,323	79,939	81,424	82,187	83,540
15	71,460	72,512	73,582	74,638	75,704	76,767	77,813	78,859	79,916	80,533	82,019	82,783	84,136
16	72,065	73,115	74,188	75,241	76,307	77,371	78,419	79,466	80,523	81,139	82,624	83,388	84,743
17	72,695	73,747	74,822	75,874	76,941	78,002	79,051	80,095	81,152	81,769	83,258	84,021	85,373
18	73,351	74,407	75,477	76,532	77,601	78,661	79,707	80,753	81,810	82,427	83,912	84,682	86,031
19	73,696	74,747	75,820	76,876	77,944	79,003	80,050	81,097	82,153	82,769	84,256	85,022	86,373
20	74,038	75,092	76,162	77,218	78,286	79,346	80,394	81,439	82,491	83,113	84,602	85,362	86,716
21	74,394	75,444	76,519	77,573	78,641	79,702	80,748	81,795	82,852	83,469	84,956	85,721	87,071
22	74,752	75,803	76,877	77,928	78,997	80,059	81,104	82,153	83,205	83,823	85,311	86,078	87,427
23	75,121	76,173	77,243	78,297	79,275	80,428	81,475	82,523	83,576	84,196	85,682	86,445	87,798
24	75,493	76,545	77,617	78,672	79,738	80,801	81,846	82,893	83,948	84,564	86,050	86,816	88,169
25	75,877	76,931	77,999	79,059	80,120	81,183	82,230	83,277	84,331	84,950	86,436	87,200	88,553
26	76,261	77,313	78,387	79,442	80,509	81,570	82,616	83,662	84,717	85,336	86,823	87,586	88,938
27	77,178	78,227	79,301	80,354	81,422	82,483	83,527	84,579	86,165	86,248	87,739	88,499	89,851
28	78,131	79,184	80,253	81,307	82,374	83,439	84,477	85,528	86,589	87,205	88,689	89,452	90,807
29	79,122	80,178	81,246	82,297	83,364	84,425	85,472	86,525	87,580	88,193	89,681	90,448	91,801
30	80,153	81,206	82,276	83,334	84,396	85,464	86,501	87,555	88,609	89,224	90,713	91,477	92,829
31	81,229	82,280	83,345	84,408	85,469	86,535	87,577	88,630	89,681	90,297	91,784	92,550	93,902
32	82,351	83,404	84,472	85,527	86,592	87,659	88,703	89,751	90,805	91,422	92,907	93,672	95,025
33	83,525	84,581	85,651	86,702	87,766	88,833	89,877	90,926	91,983	92,598	94,089	94,847	96,188
34	84,771	85,830	86,898	87,947	89,014	90,083	91,122	92,173	93,232	93,846	95,334	96,090	97,448
35	86,112	87,163	88,242	89,293	90,352	91,426	92,465	93,512	94,568	95,189	96,678	97,433	98,788
36	87,575	88,625	89,694	90,746	91,809	92,878	93,919	94,965	96,020	96,646	98,129	98,889	100,247
37	89,097	90,152	91,223	92,277	93,348	94,416	95,452	96,500	97,554	98,233	99,667	100,719	101,778
38	90,638	91,682	92,756	93,812	94,874	95,945	96,989	98,032	99,092	99,831	101,192	102,249	103,309
39	92,170	93,218	94,286	95,345	96,407	97,473	98,516	99,564	100,619	101,421	102,730	103,782	104,843
40	93,709	94,742	95,829	96,879	97,938	99,008	100,054	101,099	102,154	103,015	104,264	105,317	106,380
41	95,242	96,292	97,358	98,409	99,471	100,532	101,579	102,631	103,687	104,611	105,796	106,855	107,911
42	96,919	97,974	99,034	100,086	101,148	102,203	103,256	104,310	105,375	106,354	107,476	108,532	109,587
43	98,729	99,789	100,844	101,897	102,958	104,007	105,060	106,133	107,188	108,240	109,291	110,348	111,408
44	100,543	101,601	102,591	103,710	104,762	105,823	106,876	107,941	108,997	110,039	111,110	112,164	113,217
45	102,722	103,883	105,055	106,230	107,404	108,572	109,755	110,923	112,090	113,263	114,431	115,484	116,545
46	105,055	106,230	107,406	108,572	109,754	110,923	112,093	113,263	114,431	115,607	116,779	117,834	118,894
47	107,406	108,572	109,755	110,917	112,090	113,263	114,431	115,607	116,779	117,955	119,127	120,182	121,238
48	109,755	110,923	112,090	113,263	114,431	115,607	116,784	117,955	119,127	120,293	121,464	122,525	123,573
49	112,090	113,263	114,431	115,607	116,779	117,975	119,127	120,293	121,464	122,649	123,818	124,866	125,924
50	115,027	116,210	117,365	118,547	119,714	120,891	122,073	123,231	124,401	125,581	126,746	127,809	128,863

2025-2026	A-01	A-02	A-03	A-04	A-05	A-06	A-07	A-08	A-09	A-10	A-11	A-12	A-13
1	66,543	67,638	68,750	69,848	70,952	72,059	73,145	74,232	75,332	75,970	77,516	78,308	79,712
2	66,943	68,038	69,150	70,248	71,352	72,459	73,545	74,632	75,732	76,370	77,916	78,708	80,112
3	67,358	68,453	69,565	70,663	71,768	72,874	73,960	75,048	76,147	76,785	78,331	79,124	80,528
4	67,791	68,886	69,997	71,095	72,199	73,306	74,392	75,480	76,579	77,217	78,762	79,555	80,960
5	68,239	69,335	70,446	71,545	72,649	73,755	74,841	75,929	77,028	77,666	79,212	80,004	81,409
6	68,708	69,803	70,915	72,012	73,118	74,222	75,310	76,398	77,497	78,135	79,681	80,473	81,877
7	69,191	70,285	71,396	72,495	73,600	74,706	75,792	76,880	77,980	78,618	80,163	80,956	82,359
8	69,690	70,784	71,896	72,994	74,098	75,204	76,290	77,377	78,479	79,116	80,662	81,454	82,858
9	70,206	71,301	72,413	73,509	74,616	75,722	76,809	77,896	78,995	79,633	81,178	81,973	83,376
10	70,741	71,834	72,945	74,043	75,149	76,256	77,339	78,427	79,528	80,167	81,713	82,506	83,911
11	71,289	72,385	73,497	74,593	75,698	76,805	77,891	78,976	80,079	80,717	82,262	83,055	84,459
12	71,856	72,949	74,061	75,156	76,263	77,369	78,454	79,543	80,643	81,281	82,826	83,620	85,024
13	72,433	73,526	74,638	75,734	76,843	77,946	79,032	80,121	81,220	81,858	83,405	84,200	85,602
14	73,026	74,119	75,229	76,325	77,431	78,539	79,625	80,714	81,811	82,452	83,997	84,789	86,195
15	73,629	74,724	75,837	76,933	78,037	79,143	80,233	81,317	82,417	83,057	84,600	85,392	86,798
16	74,247	75,340	76,452	77,549	78,656	79,761	80,848	81,935	83,033	83,674	85,218	86,012	87,417
17	74,876	75,966	77,081	78,175	79,283	80,388	81,477	82,565	83,663	84,303	85,846	86,640	88,048
18	75,530	76,623	77,740	78,833	79,942	81,044	82,134	83,219	84,317	84,958	86,505	87,298	88,703
19	76,212	77,309	78,421	79,517	80,627	81,729	82,816	83,902	85,001	85,642	87,185	87,985	89,386
20	76,570	77,662	78,777	79,874	80,984	82,084	83,172	84,260	85,357	85,997	87,542	88,338	89,742
21	76,925	78,021	79,132	80,230	81,339	82,440	83,529	84,615	85,708	86,354	87,901	88,691	90,098
22	77,295	78,386	79,503	80,598	81,708	82,810	83,897	84,985	86,083	86,724	88,269	89,064	90,467
23	77,667	78,759	79,875	80,967	82,078	83,181	84,267	85,357	86,450	87,092	88,638	89,435	90,837
24	78,051	79,144	80,255	81,351	82,367	83,565	84,653	85,741	86,835	87,480	89,024	89,816	91,222
25	78,437	79,530	80,644	81,740	82,848	83,952	85,038	86,126	87,222	87,862	89,406	90,202	91,608
26	78,836	79,931	81,041	82,142	83,245	84,349	85,437	86,525	87,620	88,263	89,807	90,601	92,007
27	79,235	80,328	81,444	82,540	83,649	84,751	85,838	86,925	88,021	88,664	90,209	91,002	92,407
28	80,188	81,278	82,394	83,488	84,597	85,700	86,785	87,878	89,525	89,612	91,161	91,950	93,355
29	81,178	82,272	83,383	84,478	85,587	86,693	87,772	88,864	89,966	90,606	92,148	92,941	94,348
30	82,208	83,305	84,415	85,507	86,615	87,718	88,805	89,899	90,996	91,633	93,179	93,975	95,381
31	83,279	84,373	85,485	86,584	87,687	88,797	89,875	90,970	92,065	92,704	94,251	95,045	96,449
32	84,397	85,489	86,595	87,700	88,802	89,910	90,993	92,087	93,179	93,819	95,364	96,159	97,564
33	85,563	86,657	87,766	88,863	89,969	91,078	92,162	93,251	94,346	94,987	96,530	97,325	98,731
34	86,782	87,880	88,991	90,083	91,189	92,297	93,382	94,472	95,570	96,209	97,758	98,546	99,939
35	88,077	89,177	90,287	91,377	92,486	93,596	94,676	95,768	96,868	97,506	99,052	99,838	101,248
36	89,470	90,562	91,683	92,775	93,876	94,992	96,071	97,159	98,256	98,901	100,448	101,233	102,641
37	90,990	92,081	93,192	94,285	95,390	96,500	97,582	98,669	99,765	100,415	101,956	102,746	104,157
38	92,572	93,668	94,781	95,876	96,989	98,098	99,175	100,264	101,359	102,064	103,554	104,647	105,747
39	94,173	95,258	96,373	97,471	98,574	99,687	100,772	101,855	102,957	103,724	105,138	106,237	107,338
40	95,765	96,854	97,963	99,063	100,167	101,274	102,358	103,447	104,543	105,376	106,736	107,829	108,932
41	97,364	98,437	99,566	100,657	101,758	102,869	103,956	105,042	106,138	107,033	108,330	109,424	110,529
42	98,956	100,047	101,155	102,247	103,350	104,453	105,541	106,634	107,731	108,691	109,922	111,022	112,120
43	100,699	101,795	102,896	103,989	105,093	106,189	107,283	108,378	109,485	110,502	111,668	112,765	113,861
44	102,579	103,681	104,777	105,871	106,973	108,063	109,157	110,272	111,368	112,461	113,553	114,652	115,753
45	104,464	105,563	106,592	107,755	108,848	109,950	111,044	112,151	113,248	114,331	115,443	116,538	117,632
46	106,728	107,934	109,152	110,373	111,593	112,806	114,035	115,249	116,462	117,680	118,894	119,988	121,090
47	109,152	110,373	111,595	112,806	114,034	115,249	116,465	117,680	118,894	120,116	121,333	122,430	123,531
48	111,595	112,806	114,035	115,243	116,462	117,680	118,894	120,116	121,333	122,555	123,773	124,869	125,966
49	114,035	115,249	116,462	117,680	118,894	120,116	121,339	122,555	123,773	124,984	126,201	127,303	128,392
50	116,462	117,680	118,894	120,116	121,333	122,576	123,773	124,984	126,201	127,432	128,647	129,736	130,835



## APPENDIX 16:31 CO-CURRICULAR ACTIVITIES

### Positions and tiers effective July 1, 2022

Club	Tier
All School Show Choreographer	I
All School Show Costumer	I
Art & Literary Magazine	I
Book Club 1	I
Character Education	I
Chess Club	I
DMS Drama Club Assistant Director	I
DMS Drama Club Musical Director	I
DMS Jazz Band	I
DMS Mustang Pride	I
Family and Consumer Science	I
Freshman Class Advisor	I
Math Honor Society	I
Math League	I
Mock Trial	I
National French Honor Society	I
Rho Kappa Social Studies Honor Society	I
SADD 7-12	I
SHS Yearbook Advisor Assistant	I
Sophomore Class Advisor	I
Spanish Club/Honor Society	I
Teen Institute	I
Youth Environmental Action/DMS Tech	I
All School Show Asst Tech Director	II
DMS Drama Director	II
DMS Science Olympiad	II
DMS Ski Club Advisor 1	II
Junior National Honor Society	II
National Honor Society	II
Outdoor Club	II
SHS Ski Club Advisor 1	II
DMS 4-6 Intramurals	III
DMS Boys Intramurals	III
DMS Girls Intramurals	III
SHS Boys Intramurals	III
SHS Girls Intramurals	III
Trap Shooting	III
All School Show Orchestra	IV
All School Show Technical Director	IV
All School Show Vocals	IV
Jazz Ensemble	IV
All School Show Director	V
DMS Robotics	V
Fall Drama Director	V
Junior Class Advisor	V
DMS Student Council	VI
DMS Yearbook Advisor	VI
Future Farmers of America	VI
Senior Class Advisor	VI
SHS Student Government	VI
SHS Yearbook Advisor	VI

### Positions and tiers effective July 1, 2023

Club	Tier
All School Show Costumer	I
Art & Literary Magazine	I
Book Club 1	I
Book Club 2	I
Book Club 3	I
Character Education	I
Chess Club	I
DMS Jazz Band	I
DMS Mustang Pride	I
DMS Ski Club Advisor 1	I
DMS Ski Club Advisor 2	I
eSports 1	I
eSports 2	I
Freshman Class Advisor	I
Math Honor Society	I
Math League	I
Mock Trial	I
National French Honor Society	I
Rho Kappa Social Studies Honor Society	I
SADD 7-12	I
SHS Ski Club Advisor 1	I
SHS Ski Club Advisor 2	I
Sophomore Class Advisor	I
Spanish Club/Honor Society	I
All School Show Choreographer	II
DMS Drama Club Assistant Director	II
DMS Drama Club Musical Director	II
DMS Science Olympiad	II
Family and Consumer Science	II
Junior National Honor Society	II
National Honor Society	II
Outdoor Club	II
SHS Yearbook Advisor Assistant	II
Teen Institute	II
Youth Environmental Action/DMS Tech	II
All School Show Asst Tech Director	III
DMS 4-6 Intramurals	III
DMS Boys Intramurals	III
DMS Drama Director	III
DMS Girls Intramurals	III
SHS Boys Intramurals	III
SHS Girls Intramurals	III
Trap Shooting	III
All School Show Orchestra	IV
All School Show Technical Director	IV
All School Show Vocals	IV
Jazz Ensemble	IV
All School Show Director	V
DMS Robotics	V
Fall Drama Director	V
Junior Class Advisor	V
DMS Student Council	VI
DMS Yearbook Advisor	VI
Future Farmers of America	VI
Senior Class Advisor	VI
SHS Student Government	VI
SHS Yearbook Advisor	VI

- A. All extracurricular positions will be ONE (1) position for the entire year. It is possible that two (2) individuals may share a position with their pay being prorated appropriately.
- B. Any organization omitted by oversight, or any new organization formed during the duration of this contract will be added to the list by the Superintendent of Schools. This list is intended to include all organizations approved by the District.
- C. Co-curricular stipends were increased by 4.2% in 2022-2023. The Marcellus Faculty Association developed modifications to various tiers and stipend amounts contained herein effective July 1, 2023.

Co-Curricular Stipends

Tier	2022-2023	2023-2024	2024-2025	2025-2026
I	\$1,637	\$1,637	\$1,701	\$1,767
II	\$2,260	\$2,260	\$2,348	\$2,440
III	\$2,884	\$2,884	\$2,996	\$3,113
IV	\$3,508	\$3,508	\$3,645	\$3,787
V	\$4,132	\$4,132	\$4,293	\$4,460
VI	\$4,757	\$4,757	\$4,943	\$5,136

- A. Payment for activities that run for less than the entire academic year will be made by the District at the end of the activity.  
  
Payment for activities that run for the entire academic year will, at the option of the advisor, be made either: a) in one (1) payment at the end of the school year; or b) in two (2) payments - one (1) in the middle and one (1) at the end of the school year.
- B. Payment of stipend - see Article 16:43

**APPENDIX 16:32**  
**COACHING SALARY SCHEDULE\***  
**(WEEKLY SALARIES)**

<u>Sport</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Football (boys only)	\$687	\$714	\$742	\$771
Basketball (boys & girls)	\$687	\$714	\$742	\$771
Gymnastics (girls only)	\$687	\$714	\$742	\$771
Wrestling (boys only)	\$687	\$714	\$742	\$771
Baseball (boys only)	\$687	\$714	\$742	\$771
Track (boys & girls)	\$687	\$714	\$742	\$771
Softball (girls only)	\$687	\$714	\$742	\$771
Volleyball (girls only)	\$687	\$714	\$742	\$771
Soccer (boys & girls)	\$687	\$714	\$742	\$771
Lacrosse (boys & girls)	\$687	\$714	\$742	\$771
Indoor Track (girls & boys)	\$687	\$714	\$742	\$771
Golf (boys & girls)	\$687	\$714	\$742	\$771
Tennis (boys & girls)	\$687	\$714	\$742	\$771
Cross Country (one head coach)	\$687	\$714	\$742	\$771

\* Longevity pay for coaching has been deleted.

***Assignment of assistant varsity coaches***

The District will determine the number of assistant varsity coaches based on:

- Risk level of sport
- Enrollment in sport
- Skill levels and intensity of techniques required in the sport
- Title IX obligations