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Contract Database Metadata Elements

Title: **South Country Central School District and South Country Administrators Association (2013)**

Employer Name: **South Country Central School District**

Union: **South Country Administrators Association**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2015**

PERB ID Number: **6210**

Unit Size:

Number of Pages: **14**

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AGREEMENT

BETWEEN

SOUTH COUNTRY ADMINISTRATORS ASSOCIATION

AND

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

JULY 1, 2013 - JUNE 30, 2015

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ARTICLE I
RECOGNITION

A. The Board of Education heretofore recognized the South Country Central School District's Administrators Association as the exclusive representative of the administrators' negotiating unit of the employees of the school district for the purpose of negotiating with respect to the terms and conditions of employment.

B. The term "administrators' negotiating unit" as used in the agreement included the following persons and no others: building principals, assistant principals, directors, and administrative assistants, including any of the above who may be on approved leave of absence.

C. The Administrators Association agrees to represent equally all personnel in this negotiating unit without regard to membership or participation in the activities of the Association, or any other employee organization, and to continue to admit administrators to membership without qualification other than payment of dues and employment in South Country Central School District of the Town of Brookhaven, Suffolk County, New York.

D. The parties agree that the recognition given the Administrators Association shall entitle the Association to the right set forth in Paragraph 208 of the Public Employees' Fair Employment Act, including among other things, unchallenged representation status for the maximum period provided by law.

E. The parties recognize that strikes and other forms of work stoppages by school district employees are contrary to law and the public policy. The Administrators Association and the Board subscribe to the principle that differences shall be resolved by peaceful and approved means without interruption of the school program. The Administrators Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this agreement, or any instigation thereof by the Administrators Association or its agents or its representatives.

ARTICLE II
NEGOTIATING PROCEDURES

A. No later than January 10, 2015 the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement

is not concluded by March 10, 2015, either party may request the Public Employment Relations Board to assist the parties to reach agreement according to the provisions of Section 209 of the Civil Service Law and amendments thereof.

B. The terms and conditions of employment provided in this agreement shall be in effect unless altered by mutual agreement, in writing, between parties. Because of the special nature of matters directly related to the public educational process, it is recognized that such matters may from time to time arise which may be of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering such matters.

C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Administrators Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and reach compromises in the course of negotiations.

ARTICLE III
ADMINISTRATORS' HOURS AND WORK LOAD

A. The normal working period for administrators shall be a minimum of eight (8) hours per day including a lunch period. Assignment of work hours will be made by the Superintendent. In instances of double sessions or split sessions, administrators in the affected schools will be expected to arrange their work schedules so that adequate administrative coverage is assured at all times; but, no administrator will be regularly required to work a normal day of more than eight (8) hours including a lunch period.

B. In addition to administrators' regular duties, the administrators will continue to engage in professional activities in order to evaluate, modify, and/or revise the educational program as dictated by the demands of our educational system.

C. At the request of the superintendent, administrators are responsible to attend up to sixteen (16) hours of in-service training each year.

ARTICLE IV
CONFERENCES WITH SUPERINTENDENT

A. Representatives of the Administrators' Association will be afforded the opportunity to meet with the Superintendent at least once a semester to discuss matters of Association concern.

ARTICLE V
ADMINISTRATOR RECRUITMENT

A. The recruitment of administrators for the filling of vacant positions will begin as soon as possible to allow ample time for screening and alternate choice decision. In order to assist the Board of Education, a committee of Administrators' Association members, not to exceed three (3) in number, may function as resource personnel in the screening and interviewing of candidates.

ARTICLE VI
ADMINISTRATOR PROTECTION -
PERSONAL INJURY BENEFITS AND MEETING WITH SUPERVISOR

A. Administrators will immediately report, in writing, all cases of assault suffered by them in connection with their employment to their immediate supervisor.

B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the administrator for information in his possession relating to the incident or the persons involved.

C.1. The School district agrees to hold the administrator harmless from any financial loss arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such administrator within or without the school buildings, provided such administrator at the time of the act or omission complained of was acting in the discharge of his duties within the scope of his employment or under the direction of the School District.

2. This shall include financial loss resulting to an administrator from taking students home in personal vehicles authorized by the administration or the School District, provided the administrator was acting in the discharge of his duties within the scope of his employment.

3. Administrators shall notify the Superintendent of any accident or claim against them which might be covered by this section immediately after the accident occurs or the administration knows of the claim. In addition, an administrator shall not be entitled to the protection of the three aforementioned sections of this article unless within ten (10) calendar days of the time he is served with any summons, complaint, process, notice, demand, or pleading, he shall deliver the original or a copy thereof to the Superintendent.

D. Whenever an administrator is absent from his employment and unable to perform his duties as a result of personal injuries caused by an accident or an assault occurring in the course of his employment and receives Workmen's compensation payments for such absence, he will be paid his full salary during his absence from his employment up to a period of three (3) years less the amount of any Workmen's Compensation award

made for temporary disability due to said injury and any other benefits paid under salary continuation plan provided by the Board of Education and no part of such absence will be charged to his annual or accumulated sick leave.

E. The School District shall reimburse administrators for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aides, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the administrator's employment.

F. The School District shall reimburse administrators for the cost within reasonable limit of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the administrator while the administrator was acting in the discharge of his duties with the scope of his employment.

G. An administrator may have a representative of the association in a meeting with a superior if the issue is a continuation of previous discussion and in the opinion of the administrator has not been resolved.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1 - Definition of Grievance

The term "Grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitrable matter.

Section II - Procedure to be Followed

1st STAGE

- a. An administrator of the unit who claims to have a grievance shall present his grievance to his principal or supervisor, in writing, within five (5) working days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
- b. The principal or supervisor shall discuss the grievance with the administrator and shall make such investigation as he deems appropriate.
- c. Within seven (7) days after presentation of the grievance to the principal or supervisor, said principal or supervisor shall make his decision and communicate the same, in writing, to the administrator presenting the grievance, the Superintendent, and to the President of the Association

2nd STAGE

If the grievance is NOT resolved by the principal or supervisor, on the basis of the 1st Stage, the Superintendent shall receive all records and reports relative to the grievance. The administrator may then choose one of the following alternatives:

a. The administrator may request of the Superintendent a review of the determination made by the principal or supervisor, made in the 1st stage of this procedure. Said request for review by the Superintendent shall be submitted, in writing, within seven (7) days after the receipt of said determination in the 1st stage of this procedure. The Superintendent will review the decision in the 1st stage of this procedure, and make a determination within ten (10) days of the receipt of the request for a review. The Association has the right to present to the Superintendent, in writing, within seven (7) days after the receipt of the determination in the 1st Stage of the procedure, a brief outlining its views on the grievance.

b. The administrator and/or his representative may request, in writing, a hearing with the Superintendent to review the determination made in the 1st stage of this procedure. Said request must be submitted to the Superintendent within seven (7) days after receipt of the determination made in the 1st stage of this procedure. The office of the Superintendent shall set a date for said hearing within five (5) days of the receipt of the request, and shall notify the appropriate individual and the Association of this date. The hearing shall take place within ten (10) days of the receipt of the request. The Superintendent shall submit to the administrator and/or his representative his findings upon such review within ten (10) days after the conclusion of said hearing. The Association has the right at the hearing to present orally or in writing a brief giving its views on the grievance.

3rd Stage: Board of Education

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

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

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

4th Stage: Board of Education

a. Either party to this agreement may appeal from the determination of the Board after the completion of 1st Stage, the 2nd Stage, and the 3rd Stage, as outlined under this procedure, upon written notice within five (5) days after the receipt of the determination by the Superintendent. Such appeal may be taken to an impartial arbitrator selected

pursuant to the Voluntary Arbitration Rules of the American Arbitration Association. The cost of any such arbitration shall be borne equally by the Board and the Association.

b. The award of such arbitration shall be final and binding and shall include a statement of the Arbitrator's findings of fact, conclusions and recommendations.

c. The administrator instituting a grievance shall have the right at all stages to proceed personally or through the Association's representative, or any other representative of his own choice. If the administrator should not designate the Association to represent him, the Association shall have the right to be present at all stages of the procedure herein set forth.

ARTICLE VIII FRINGE BENEFITS

A. Effective September 1, 2005, all administrators shall contribute 10% toward the premium for health insurance. Effective December 1, 2007, all administrators shall contribute 15% toward the premium for health insurance, Effective September 1, 2008, all administrators shall contribute 17% toward the premium for health insurance. An administrator retiring from the District with ten (10) or more years of service in the District as an administrator will receive health insurance into retirement, at the same rate as they contributed in their last year of their active service to the District. The Board may change health insurance plans, to a plan with comparable benefits.

B. The Board shall provide for members of the administrative staff a group life and accidental death insurance plan and assume full cost of such a plan.

1. The Board shall provide for each member of the staff life and accidental death insurance coverage of one hundred thousand dollars (\$100,000.)

2. Coverage under the group life and accidental death insurance plan shall begin at the time of employment of each member of the administrative staff.

C. For each administrator employed by the South Country School District during the period of this contract, the district will pay \$1,000 each year for eight years toward the premium of a split dollar life insurance policy to be purchased and administered by the Administrators Association. The policy, owned and administered by the Administrators Association, guarantees that the South Country School District will receive repayment of the total premium paid by the district for each of the insured in yearly repayments of one thousand (\$1,000) beginning in year nine. A lump sum repayment will be made to the district upon the death of the insured, unless the premium has already been repaid.

Should an administrator sever his relationship with the district during the eight years in which the district is contributing toward the premium, the administrator shall have the option of remaining as a participant, but the district's contribution will cease upon the date of the termination and the district will receive repayment at the rate of one thousand dollars (\$1,000) per year, beginning in year nine, of all premiums paid by the district on behalf of the administrator. IT IS NOTED that all other conditions contained in this clause remain in effect.

Each administrator understands the program and the risks contained therein, have had an opportunity to consult with his own advisors, and hold the district harmless from any claims with regard to the program.

The board has made no representation to the administrators with regard to the investment quality of the program and the policy shall contain provisions that the district shall be entitled to receive first claim for its contribution.

Participation in this program is voluntary and anyone who joins this program after the effective date of this contract will be required to acknowledge the contents of this clause.

D. The Board shall make provisions for payroll deductions for a tax sheltered annuity as selected by the Association without obligation on its part. The Board shall provide a clerical service to deduct from the administrator's salary the amount authorized by the individual administrator for transmission to the agent or agency selected by the Association in the manner and at the time authorized by the individual administrator. The Board of Education shall not be responsible for the receipt of the funds deducted and forwarded as authorized by the administrator.

E. The Board shall provide for members of the administrative staff a salary continuation plan and assume the full cost of such plan as follows:

1. The salary continuation plan shall pay 60% of the employee's annual salary, with a maximum of \$4000 per month at the time of disability and a waiting period of 150 calendar days.

2. Coverage shall begin at the time of the employment of each member of the administrative staff.

3. It will be mandated that a STAFF MEMBER MUST DEplete ALL HIS OR HER ACCUMULATED SICK DAYS BEFORE HE OR SHE WILL BE PLACED ON THE COVERAGE TO RECEIVE BENEFITS FROM THE SALARY CONTINUATION PLAN.

F. The Board shall assume the full cost of a dental plan for members of the administrative staff and dependents identical to the plan covering the BTA.

G. The Board shall provide and administer upon an administrator's request payroll deductions for the repayment of loans to the New York State Retirement System, and upon written request, payroll deductions to the SUFFOLK COUNTY TEACHERS FEDERAL CREDIT UNION.

H. Administrators may claim tuition reimbursement for up to \$600 in any one school year, upon successful completion of graduate courses approved in advance by the Superintendent. Further, a sum of money shall be budgeted for administrators to attend educational conference, seminars, workshops, etc. Attendance at the aforementioned is subject to the prior approval of the Superintendent.

ARTICLE IX
SALARY AND INCREMENTS

A. Salary: See Appendix A

Notwithstanding the above, Administrators not on staff as of September 1, 2007, will not be eligible for any retroactive salary increase for the 2006/07 school year.

B. An administrator, eligible for retirement under the New York State Teachers' Retirement System, who shall submit his/her resignation for retirement purpose six months prior to its effective date shall be eligible for an increment based on 70% of his/her accumulated sick leave. The daily salary rate will be based on 1/210 of his/her final year's salary. This final increment shall be paid as either one lump sum on the day of retirement or on a biweekly pay basis spread over the period of the benefit at the option of the retiring administrator. This option shall be made known at the time of the administrator's announcement of retirement. In the event such administrator does not retire after giving notice of retirement to the Superintendent, any monies paid for leave granted under this article shall be deducted from his salary in the subsequent year.

In addition, effective July 1, 2007, a retirement incentive of \$30,000 is offered to those administrators retiring only in their first year of eligibility, provided such administrator has ten (10) or more years of service as an administrator in the District.

C. All newly appointed administrators hired July 1, 1992 or later shall negotiate their initial salary schedule with the Board of Education. Upon acquiring tenure, each administrator will be placed on the proper step of their salary schedule.

D. Any administrator who is given a promotion will not make less money than he/she would have normally made if he/she remained in the position from which they were promoted.

E. The Board of Education, solely within its own discretion, may award merit increases to administrators. Such merit increases will be over and above the regular negotiated salary schedule and other salary benefits. Further, it is agreed that any merit award is non-grievable and not open to other legal action.

ARTICLE X
VACATION

A. Administrators are granted vacation earned at the rate of 2.5 days per month. Request for vacation time must be submitted, in writing, to the Superintendent sufficiently in advance of departure to allow written response to the request. Administrators appointed on or after October 1, 2007, shall have vacation allowance, as follows:

1-3 years of service as an administrator - 20 days

4-6 years of service as an administrator - 25 days
7+ years of service as an administrator - 30 days

B. Administrators will be expected to take at least fifteen (15) days of annual vacation during the summer vacation period (July 1 - August 15) immediately following the school year in which the vacation time is earned, except as may be agreed to by the Superintendent. Building administrators may not accumulate vacation beyond this period. An administrator may not take vacation during the final five (5) workdays in June and/or the final five (5) workdays in August as well as the workdays in September prior to the opening of school, unless the Superintendent provides authorization for leave due to special circumstances.

C. All unused vacation days shall accrue to the administrator's sick bank upon authorization by the Superintendent.

D. Administrators will be granted the following holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day prior to Christmas, Christmas Day, Day prior to New Years, New Years Day, Martin Luther King's Birthday, Washington's Birthday, Good Friday, Memorial Day, Presidential Election Day, Yom Kippur, and Rosh Hashanah. All other days shall be regular working days. Note: In the event that any of the aforementioned days are regular school days, an administrator is expected to report to work and follow his/her normal routine. An administrator may take a day off on a non-student day, when a holiday falls on a weekend.

ARTICLE XI **TRANSFER LANGUAGE**

A. The following practice will be adhered to regarding involuntary transfer of members, within the bargaining unit.

1. The South Country Administrators Association recognizes that occasions might arise, that Administrators must be transferred involuntarily. An involuntary transfer will be made within the Administrators tenure area with no loss in seniority or salary step and lane placement. If the transfer is to be position which by contract calls for a higher salary lane placement, the transferee shall be paid pursuant to the higher level.

2. An involuntary transfer may be made only after a meeting with the Administrator and Superintendent in which the reason for the involuntary transfer is discussed. The Administrator may elect to have an Association Representative at this meeting.

3. Except in an emergency situation, an individual being involuntarily transferred, must be informed, in writing, twenty (20) days prior to the effective date of the transfer.

ARTICLE XII **SICK LEAVE - OTHER ABSENCES**

A. Sick Days

I. All administrators who are absent on account of personal illness or injury will be

entitled to eighteen (18) days of sick leave with pay each school year as of the first official day of said school year whether or not they report for duty on that day.

2. Administrators will be entitled to accumulate an unlimited number of sick days for the purposes of health leave. The basis of payment of unused sick day at retirement will be at a maximum of 225 days.

3. Administrators with an accumulation of 100 days or more on July 1st may request redemption of up to 20 days at the rate of \$150 per day. Request for the redemption must be received by the personnel office prior to July 10th for payment on an August payroll. All days bought back will always come off the 225 maximum limitation used as a basis for payment at retirement.

4. It is agreed that the South Country Administrators Association and the Bellport Teacher Association shall participate fully and as equal partners in a district wide sick bank procedure. This procedure shall be the procedure currently in effect and agreed upon by the Bellport Teachers Association Sick Bank Committee.

It is further agreed that the Administrators Association shall be entitled to appoint one (1) non-voting liaison to the governing board who shall be entitled to attend all its meetings.

B. Death Leave

An administrator shall be allowed up to five (5) days with pay for the death of a spouse, child, parent, or parent-in-law, brother or sister, and up to two (2) days with pay for the death of any other member of his immediate family. The leave shall not be charged against sick leave days.

In addition to spouse, child, parent, or parent-in-law, brother or sister, the term "immediate family" means grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian, and any other relative residing in the household of which the administrator is a part.

C. Subpoenas and Jury Duty

Each administrator shall be granted such leave with full pay as may be necessary in order to respond to a court subpoena or to perform jury duty. All monies the administrator receives as a fee for serving as a juror must be paid over to the district. An administrator shall not be entitled to leave with pay in order to perform jury duty for which he volunteered.

D. Personal Days

All administrators shall be entitled according to their best judgment two (2) personal leave days, taken without reason. Personal days may not be used on a school day


immediately preceding or immediately following a school holiday or vacation without the approval of the Superintendent. Unused personal days as of June 30 will be added to the administrator's sick bank.

EFFECTIVE DATES AND DURATION


1. Except as modified herein, the contract between the BOARD OF EDUCATION, SOUTH COUNTRY CENTRAL SCHOOL DISTRICT and the SOUTH COUNTRY ADMINISTRATORS' ASSOCIATION, expiring June 30, 2013, shall remain in full force and effect.
2. This agreement is the only written agreement between the parties and supersedes all other agreements previously entered into for the period of time set forth above.
3. The parties agree that each has exercised its right to bargain for any provisions it wished to be included in this agreement; that if either has made a proposal not to be included herein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this contract shall continue in effect.

The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this contract, and as to every matter, a final decision as to which is reserved to the Board of Education hereunder, or as to which the Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion its duties, powers, responsibilities, and rights in the direction and management of the South Country Central School District school system is retained to the Board.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of April, 2014.



Chris Picini, President
Board of Education
South Country Central School District



Tara Cataldo, President
South Country Administrators Association
South Country Central School District

April 24, 2014

Date

April 21, 2014

Date

Appendix A

NAME	POSITION	2013-2014
CATALDO, TARA M	ELEMENTARY ASSISTANT PRINCIPAL	\$ 116,836
CLARK, SEAN F.	ELEMENTARY PRINCIPAL	\$ 137,591
DAVEY, TRAVIS M	ELEMENTARY PRINCIPAL	\$ 133,613
FAUVELL, DANIEL	SECONDARY ASSISTANT PRINCIPAL	\$ 155,901
FRANKIE III, JOHN	SECONDARY ASSISTANT PRINCIPAL	\$ 126,821
GALLAGHER, LISA L.	SECONDARY ASSISTANT PRINCIPAL	\$ 145,837
GINTY, BRIAN J	MIDDLE SCHOOL PRINCIPAL	\$ 159,445
GRECO-RUCINSKI, STEFANIE	INTERMEDIATE PRINCIPAL	\$ 143,055
HOGAN, TIMOTHY	HIGH SCHOOL PRINCIPAL	\$ 160,000
MAZZIOTTI, MANDY A	INTERMEDIATE ASSISTANT PRINCIPAL	\$ 115,736
MUNISTERI, KATHLEEN	ELEMENTARY PRINCIPAL	\$ 169,520
NORTON, BRIAN C	SECONDARY ASSISTANT PRINCIPAL	\$ 121,200
SOETE, BERNIE	SECONDARY ASSISTANT PRINCIPAL	\$ 121,200
ULBERG, ALICIA P	SECONDARY ASSISTANT PRINCIPAL	\$ 121,200
TBD	DIRECTOR OF STUD SUPP SERV	
CARSON, KERRY	ASST DIRECTOR OF STUDENT SUPPORT	\$ 125,000
MCINTYRE, ROBERT M	DIRECTOR OF HEALTH, PE & ATHLETICS	\$ 144,222

2014-2015: The District shall allocate a total of \$20,000 to be divided equally among eligible unit members. Eligibility is defined as a unit member on staff as of April 1, 2014 who remains on staff as of July 1, 2014.