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**Contract Database Metadata Elements**

Title: **Sullivan County Board of Cooperative Educational Services and Sullivan County BOCES Administrators (2015)**

Employer Name: **Sullivan County Board of Cooperative Educational Services**

Union: **Sullivan County BOCES Administrators**

Local:

Effective Date: **07/01/2015**

Expiration Date: **06/30/2016**

PERB ID Number: **10641**

Unit Size: **5**

Number of Pages: **8**

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AD 110641



**Sullivan County BOCES**

**ADMINISTRATORS  
TERMS AND CONDITIONS  
OF EMPLOYMENT**

*Effective: July 1, 2015*

*6/30/16*

**SULLIVAN COUNTY BOCES  
ADMINISTRATORS TERMS AND  
CONDITIONS OF EMPLOYMENT  
July 1, 2015 – June 30, 2016**

**Updated July 1, 2015**

**POSITIONS COVERED BY THIS DOCUMENT**

*Director of Instructional Support Services; Principal, Adult and Continuing Education;  
Principal, Career and Technical Education; Principal, Special Education -RPEC;  
Principal, Special Education -WSS; Assistant Principals*

The Sullivan County BOCES Board of Education will establish salaries to be effective July 1, of each year. The term “year” in this agreement is defined as a “fiscal year” (July 1 – June 30<sup>th</sup>). The Board will adopt salaries following a recommendation by the BOCES Superintendent.

**PERIOD COVERED BY THIS DOCUMENT**

July 1, 2015 through June 30, 2016

**WORK SCHEDULE**

Administrative personnel are employed by BOCES to complete job responsibilities, which are many and varied and require a minimum of an 8 ½ hour workday, inclusive of a half hour lunch. The nature of BOCES programs may force administrative personnel to work more than 40 hours per week, extra time, part time, or unusual hours. The work schedules for an individual administrator may have to change from time to time due to unique demands of the organization or the schools and clients served.

Effective July 1, 2015 administrative positions included in this agreement will receive five (5) paid Time-Off Days to be used on days when students are not in session. These days will require prior approval from the administrator’s supervisor in keeping with the BOCES operational needs. These days will not carry over nor will they have any cash value. Effective July 1, 2015, positions included in this agreement will pilot a modified summer work schedule. This schedule will be coordinated with the administrator’s supervisor in keeping with the BOCES operational needs included administrative coverage for the BOCES summer school program. The summer work day will be one (1) hour less than the regular work day.

**RESIGNATION**

Administrative personnel are required to give the District Superintendent **sixty (60)** days written notice of resignation from their position. Failure to comply with the notification provision will result in the Administrator forfeiting their vacation and sick time reimbursement upon separation from employment.

### **HOLIDAY SCHEDULE**

Shall consist of paid holidays determined annually by the office calendar.

### **SICK LEAVE**

Full time (12) month employees will be granted sick leave without loss of salary for personal illness in the amount of 18 days per year.

Unused sick leave may be accumulated from year to year until a maximum of 250 days have been reached.

Six of these days may be used for illness of the immediate family.

Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents of both spouses, brother-in-law, sister-in-law, grandchild or foster child.

Upon retirement and/or 15 years of services with Sullivan County BOCES, the sick leave will be reimbursed at the rate of 1/600 times the annual salary times the number of days of sick leave accumulated up to a maximum of 250 days will be paid at the time of retirement or resignation as long as the Administrator complies with the notification requirement for separation of employment.

### **PERSONAL LEAVE**

Personal leave days are defined as days off for appointments that are of personal business in nature (i.e.: meetings with attorneys, house closings, etc.)

Administrators are entitled to Five (5) days per year.

Up to three unused personal leave days shall be added to accumulated sick leave each year.

Use of sick leave or personal leave is to be recorded on the appropriate form, signed by the individual's immediate supervisor and recorded in the business office. A status report of accumulated sick will be furnished each administrator in July of each year.

Administrators may request to use their unused personal days when the BOCES closes for students due to inclement weather. Such requests must be made to the Administrator's immediate supervisor who will be responsible for assessing the agency needs. In the event that the BOCES closes for all staff due to weather, employees will not be charged for those days.

### **DEATH IN THE FAMILY**

Administrators will be allowed 3 days off from duties in the event of death in the immediate family.

The District Superintendent at his/her discretion may allow additional bereavement leave for extenuating circumstances. The District Superintendent may allow bereavement leave to be non-consecutive

### **VACATION**

Administrators will receive twenty (20) days per year accrued on a monthly basis. One (1) additional day will be added every other year until they have reached a maximum of 25 vacation days per year.

Vacation is to be approved by the administrator's immediate supervisor and recorded in the business office. Vacation time shall be taken during periods the school is closed, such as Winter Break, Spring Break and Summer Recess or at other times as approved by the District Superintendent.

Prior approval of the District Superintendent must be obtained if a block of more than ten (10) days is to be used at one time.

### **VACATION ACCUMULATION**

Administrative staff may accumulate no more than forty five (45) days. Any accumulated days beyond 45 must be used prior to September 1 or converted to sick leave accumulation. However, when circumstances warrant it as determined by the District Superintendent, the District Superintendent is authorized to extend the September 1 deadline up to October 31.

Administrators who leave employment or retire are entitled to be compensated for their accumulated vacation at their current daily rate (1/240 or 1/260) of their current base salary. Administrators are entitled to be compensated for up to 45 accumulated vacation days. Any excess days will be converted to sick days and fall under the provision of sick day accumulation as stated in the agreement.

### **LEAVE OF ABSENCE**

The Board may, on the recommendation of the District Superintendent, at its discretion grant leaves of absence upon written request from the administrator.

### **LEAVE OF ABSENCE WITHOUT PAY**

An employee who has completed the probationary period may apply for a leave of absence without pay of up to six (6) months in length, inclusive of FMLA. Such leaves shall be intended for extenuating circumstances when the employee has exhausted available benefit time. The employee must make a request for such leave in writing to the District Superintendent, stating the purpose or objective(s) of his/her leave. The District Superintendent shall discuss the potential impact of the leave with the employee's immediate supervisor prior to making any recommendations to the Board. The request shall be acted upon by the Board within sixty (60) days from the date of submission. The Board shall decide approval or denial of the employee's request and its decision is final. An employee who is on an approved leave of absence shall not accrue any time towards benefits. In the event of a denial, the District Superintendent shall provide in writing to the applicant reasons for the denial. An employee may make a separate request to extend the originally approved leave. Such request will be granted solely at the discretion of the District Superintendent. In no case

will such leave exceed twelve (12) months of total leave (original request plus extension). For such an extension, another written request must be submitted.

An employee who returns from a leave without pay must work a minimum of 70% of the available workdays during the month that he/she returns in order to qualify for accumulated benefit time for that month.

### **HEALTH INSURANCE**

For the purposes of this section, all eligible employees shall be defined as a person who works for the BOCES as at least a 0.5 FTE and who meets other eligibility criteria set forth by the plan.

Health Insurance will be provided upon employment according to a plan adopted by the BOCES Board of Education. Administrators (.5 to 1.0 FTE) covered by this Agreement who choose not to participate in the Health Plan shall receive Three-Thousand six-hundred (\$3,600) dollars annually in addition to their salary.

Effective July 1, 2014 all administrators will contribute 15% of the health insurance premium.

Upon separation from employment such health insurance coverage shall terminate on the first day of the month following the cessation of employment.

### **RETIREES HEALTH INSURANCE**

Administrative personnel are required to give the District Superintendent ninety (90) days written notice of their retirement. Should the Board of Education fail to approve and distribute a subsequent version of the Administrators Terms and Conditions of Employment within 120 days of the end of the term of this document, any Administrator tendering retirement during the final 120 days of this document shall have the option of accepting the retirement conditions of either the current or subsequent Administrators Terms and Conditions of Employment.

If ending employment through retirement under a New York State Retirement System or through disability, retirees may continue to participate in the Health Insurance Plan as long as they pay their portion of their monthly premium.

Additionally as a result of the aforementioned retirement or disability, administrators will be entitled to 1/600<sup>th</sup> of their salary times the total number of days of accumulated sick leave up to 250 days as a form of severance pay. In order to be eligible for this compensation an Administrator must comply with the notice provisions in this Agreement.

**Upon retirement the health insurance is paid as follows:**

Administrators hired before July 1, 2010 who are eligible for retirement under the New York State Retirement System and who have been employed by the BOCES for a least five consecutive years prior to their retirement would have the BOCES pay 70% of their health insurance premium.

Administrators hired between July 1, 2010 –June 30, 2013 who are eligible for retirement under the New York State Retirement System and who have been employed by the BOCES for a least five (5) consecutive years prior to their retirement would have to pay 50% of the health insurance premium for coverage they elect and those who have worked ten (10) consecutive years prior to their retirement would have the BOCES pay 70% of the health insurance premium for the coverage they elect.

Administrators hired after July 1, 2013 who are eligible for retirement under the New York State Retirement System shall be entitled to BOCES funding of health insurance premiums in accordance with the following schedule.

**BOCES CONTRIBUTIONS IN RETIREMENT**

<u>Years of Service</u>	<u>% Individual</u>	<u>% Family Component</u>
After 5 Consecutive Years	50%	40%
After 10 Consecutive Years	<b>70%</b>	40%
After 20 Consecutive Years	<b>75%</b>	40%

The BOCES contribution towards the family component of the health insurance premium shall be an amount equal to (40%) of the difference in cost between the full cost (100%) of the family premium and the full cost (100%) of the individual premium.

**DENTAL INSURANCE**

The administrators will be allowed to participate in the Sullivan County BOCES Benefit Trust.

The BOCES will make a per administrator contribution to the BOCES Benefit Trust according to the schedule below:

2014-2015	\$825
2015-2016	\$900
2016-2017	\$925
2017-2018	\$950

**NON-ELECTIVE 403-B CONTRIBUTION**

The Sullivan County BOCES will make an annual non-elective contribution to a 403-B Plan that the employee must establish and the Sullivan County BOCES will contribute to by June 30<sup>th</sup> of each year on the following basis:

- One thousand (\$1000) dollars for at least five (5) consecutive years of service
- Two thousand (\$2,000) dollars for at least ten (10) consecutive years of service

This annual non-elective contribution is pro-rated based on the individual's FTE and service time in any given fiscal year.

**TERM LIFE INSURANCE**

In accordance with Board authorization on September 25, 2001 the BOCES will purchase Term Life Insurance for the Administrators in the amount of \$100,000.

**JURY DUTY**

Any employee who is summoned and is actually required to attend and serve on jury duty will be paid the employee's normal per-diem rate for the time actually lost from work due to such jury duty, and the employee shall submit to the BOCES any remuneration received for such duty.

**TUITION REIMBURSEMENT**

Administrators who attend an accredited graduate school to pursue a degree beyond what is required for their position would be reimbursed for tuition expense to a maximum of five thousand dollars (\$5,000) per school year. This degree must have a direct relationship with the duties of SCBOCES Administrators. The tuition reimbursement must be for course work that has received prior approval by the District Superintendent. All requests for reimbursement must be submitted to the District Superintendent by April 1<sup>st</sup>. In order to receive the reimbursement the administrators must complete the tuition reimbursement form and submit a copy of their transcript which indicates that they have passed the course.

However, should the Administrator leave SCBOCES employment, he/she will be responsible for repayment of all educational costs and fees that were reimbursed by the BOCES on the following basis:

Leave in the same fiscal year as the course(s) was taken:	100% of cost
Leave after one year from the date of the completed course(s):	75% of cost
Leave after two years from the date of the completed course(s):	50% of cost
Leave after three years from the date of the completed course(s):	25% of cost
Leave after four years from the date of the completed course(s):	0% of cost

Costs are defined as all payments made by the BOCES for the course including but not limited to registration, tuition, supplies and any required or associated fees.



**REIMBURSEMENT OF EXPENSES**

Employees are authorized to incur reasonable expenses in the discharge of their duties, including but not limited to expenses for travel and lodging, approved professional association dues and fees, approved attendance for professional development and meetings on local, state, and national levels. Mileage will be reimbursed at the Board approved rate when the employee uses his/her personal vehicle in the performance of official duties. The BOCES will pay or reimburse the employee for all such reasonable and necessary expenses upon presentation of itemized receipts.

**LONGEVITY**

The longevity payment is not cumulative and applies only to the employees' years of service at Sullivan County BOCES in an administrative position.

5 years	\$1,000
10 years	\$2,000
15 years	\$2,500
20 years	\$3,000
25 years	\$3,500


Longevity will be calculated on the employee's anniversary date and will be pro-rated for the year as well as during any other transitional years.

**COMPENSATION**

The Administrator's base salary for employment for each subsequent twelve (12) month period shall be determined by the Board of Education no later than June 30 of the preceding year, provided however in no event shall the base salary for any twelve month period of employment be less than the amount of the base salary received during the preceding twelve month period.

**Board Approval Date: June 16, 2015**

**YES 7                      NO 0                      ABSTAINED 0**

Board President's Signature:  \_\_\_\_\_