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Local:

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7/1/04 - 6/30/08

AGREEMENT made and entered by and between the NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and THE NORTH SHORE SCHOOLS ADMINISTRATORS' COUNCIL (hereinafter referred to as the "Council").

ARTICLE I - RECOGNITION

The District recognizes the Council as the exclusive bargaining agent for all Principals, Assistant Principals, Directors, Assistant Directors and Curriculum Associates employed by the District. The above recognition shall continue for the maximum period permissible by law.

ARTICLE II - LEAVES OF ABSENCE

A. Paid Leaves

1. At the discretion of the Board, and upon the recommendation of the Superintendent, one member of the unit may be granted a Paid Leave for a period of one (1) year, or one-half (1/2) year, or two (2) members of the unit for a period of one-half (1/2) year each (such half-year periods to run consecutively and not simultaneously) during any given school year.

2. Paid Leave for a period of one (1) year shall be at 50% salary, and Sabbatical Leave for a period of one-half (1/2) year shall be at 100% salary.

3. In no event shall Paid Leave be granted at such intervals or such frequency as to interfere with the safe and efficient operation of the schools within the District.

4. For the duration of this contract, applications for such leave shall be made prior to April 1st, with the Board rendering a decision on or before May 9th.

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

5. The granting of such Paid Leave shall be subject to the provisions of the Education and Civil Service Laws then in effect.

B. Unpaid Leave of Absence

A leave of absence without compensation is designed to enable a member of the unit to engage in professional and personal activities outside the provisions and limitations of other leave policies.

1. Qualification and Time Limit

A leave of absence may be granted for a period of up to two (2) years with the approval of the Superintendent and the Board. A member of the unit may qualify for a leave of absence after serving a minimum of five (5) consecutive years as a member of the unit. Extensions beyond a two (2) year period may also be approved.

Such leaves shall commence at the end of a school year and terminate at the beginning of a school year. These requirements may be waived by the Superintendent where justified.

2. Conditions

Upon return from such leave, such member shall be paid the salary he/she was receiving when he/she left the District, plus any negotiated increases.

3. Activities

The following activities are considered appropriate for a leave of absence:

- a. The alleviation of hardship involving the individual or his/her immediate family.
- b. Full-time participation in professional association activities.

c. Child rearing.

4. Application Procedure

A member of the unit shall file a written notice of intent with the Superintendent at least three (3) months prior to the end of the school year which precedes the school year in which the member of the unit would normally return.

All applications for Unpaid Leave to commence on July 1st shall be filed no later than April 15th.

Such time limitations for application may be waived by the Superintendent for good and sufficient reasons.

5. Action on Request for Leave

A written reply to a request for Unpaid Leave will be sent to the applicant not later than thirty (30) days after the application is filed. Hardship cases will be considered on an individual basis.

C. Sick Leave or Personal Illness

In cases of extended illness (one month or more), the District will continue to make full salary payments until the member of the unit becomes eligible for the benefits of the disability insurance as set forth in this Agreement.

D. Personal Business Leave

For absences due to personal business, two (2) days' leave without loss of pay shall be allowed annually. No more than one (1) member of the unit may be absent at one time without the approval of the Superintendent.

The request for personal business leave shall be filed with the Superintendent one (1) week in advance of the anticipated absence, except in emergency. Personal business leave shall be used to conduct matters which may only be handled during working hours.

E. Emergency Leave

A maximum of five (5) days with pay shall be granted for serious illness or death in the immediate family or involving the administrator's domestic partner (the definition of domestic partner is as set forth in the New York State Government Employees Health Insurance Plan). Extensions for reasonable cause, or leave for relatives other than those in the immediate family may be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be in writing or by e-mail. The Board may require confirmation of the reasons for each such leave.

F. Approved Absences

Absence shall be approved with no loss of pay for the following purposes:

1. Jury Duty. Jury service fee received shall be reimbursed to the District.
2. Court appearance or other official proceeding, where the member of the unit is subpoenaed or ordered to appear as a defendant in suit.

The member of the unit shall notify the Superintendent and present his/her jury notice, subpoena or court order to the Superintendent as soon as reasonably possible after its receipt and shall give the Superintendent due notice of the termination of his/her service or appearance.

ARTICLE III – INSURANCE

A. Health Insurance

Members of the unit shall be covered by the group health insurance covering the District's teachers and the District shall pay 85% of the premium therefor. For any administrator hired on or after October 1, 2005, the Board shall pay eighty percent (80%) of the health care premium

for the first five years they are employed by the District. After five (5) years of employment, the District will pay eighty five percent (85%) of the health care premium.

A member of the unit who retires under the State Retirement System after at least five (5) years of employment in the District shall continue to be covered by the District health insurance program as though he/she were still in the employ of the District.

B. Life Insurance

The district shall provide a Group Term Life Insurance Plan providing life insurance equivalent to one year's salary plus an additional \$50,000, the premium of which shall be paid by the District. The District will attempt to secure a carrier who will continue all or part of such coverage into retirement provided the premiums for such coverage will be paid by the retiree.

C. Disability Insurance

The District shall provide a long-term disability insurance plan providing a benefit of the lesser of 66 2/3% of the Administrator's regular monthly salary or \$7,250 continuing to age 65, subject to a 180 day waiting period. Effective July 1, 2002 the \$7,250 cap shall be increased to \$7,750.

D. Dental Insurance

The District shall pay an amount of money per participant necessary to provide dental insurance coverage comparable to that provided the North Shore Teachers. This may be accomplished through the administrators' participation in the teachers' plan.

E. "Flex 125" Plan

The District shall provide a "Flex 125" Plan, through which unit members may elect to pay their share of the costs of health insurance pursuant to Section A of this Article and dental insurance pursuant to Section D of this Article.

ARTICLE IV – GRIEVANCE PROCEDURE

A. Definition

The term “grievance” shall mean that in an administrator’s opinion there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, existing rules, procedures, regulations, administrative orders, work rules or the provisions of his/her employment. The term “grievance” shall also mean that in an employee’s opinion he/she has been treated unfairly or inequitably as determined by established policy governing or affecting employees.

B. Informal Stage

The aggrieved employee shall present his/her alleged grievance orally to the appropriate Assistant Superintendent who shall informally discuss the matter with that individual. The Assistant Superintendent will render his/her determination to the aggrieved employee within three (3) working days after the grievance has been presented to him/her. If the alleged grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the formal stages.

C. Formal Stage I

1. The aggrieved employee shall provide a written statement to the Assistant Superintendent. This must be done within five (5) working days after the informal stage and should set forth the specific nature of the grievance, the facts relating thereto, and the determination being reviewed.

2. The Assistant Superintendent shall notify the aggrieved employee of the hour and place when a hearing will be held, at which time he/she may appear and present oral and written statements in support of his/her case. Such a hearing will be scheduled within five (5) working days of receiving the written application.

3. The Assistant Superintendent shall render his/her written determination to the aggrieved employee within ten (10) working days after the close of the hearing, pursuant to paragraph “B.”

4. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Formal Stage II.

D. Formal Stage II

1. The aggrieved employee shall make a written request to the Superintendent. This must be done within five (5) working days after receiving the response at Formal Stage I and should set forth the specific nature of the grievance, the facts relating thereto, and the determination sought to be reviewed.

2. The Superintendent shall notify the aggrieved employee of the hour and place when a hearing will be held, at which time he/she may appear and present oral and written statements in support of his/her case. Such a hearing will be scheduled within five (5) working days of receiving the written application.

3. The Superintendent shall render his/her written determination to the aggrieved employee within ten (10) working days after the close of the hearing pursuant to paragraph "2."

4. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Formal Stage III.

E. Formal Stage III

1. The aggrieved employee shall make a written request to the Board of Education for review of the determination. The aggrieved employee shall inform the Superintendent of his/her decision to proceed to this stage. This shall be done within five (5) working days of the determination of Formal Stage II.

2. Within five (5) working days, the Board shall notify all parties of the hour and place of a hearing. Such a hearing shall be scheduled within ten (10) working days of the written application. This hearing shall be closed unless all parties agree otherwise. All parties concerned shall be present at such hearing and shall have the right to present further statements supplementing their positions. The Board may act on a quorum and the majority vote or determination of the quorum shall be deemed the determination of the Board.

3. The Board shall render its written determination within twenty (20) working days after the close of the hearing.

ARTICLE V – ACCESS TO PERSONNEL FILE

A. All written material concerning an employee's employment and performance shall be maintained in a personnel file or folder located in the Central Administration Office.

B. All adversely critical material shall be placed in the personnel file or folder only after written notice thereof is given to the administrator, who shall have a reasonable opportunity to examine the material. Upon his/her examination, the administrator shall be required to affix his/her signature to the material which shall indicate only that he/she has examined the material. At his/her option, at the time of the examination, or at any time thereafter, the administrator may comment in writing concerning the material. Such writing shall be annexed to the material. If the administrator does not examine, sign or comment on the material within a reasonable period, it may be placed in the file or folder and he/she shall be permitted to do so at a later time. A copy of written evaluations shall be given to the administrator, signed by the Superintendent. The administrator shall thereafter have the right to comment in writing as evaluation. Such comment shall be annexed to the filed evaluations.

C. All administrators shall be entitled to examine their personnel files or folders provided that they have presented a request to do so to the Superintendent three (3) working days prior to the date upon which examination is to take place. All material, except pre-employment recommendations or university transcripts, shall be available to the administrator.

ARTICLE VI – WORKING SCHEDULE AND COMPENSATION

A. The work year shall commence on July 1st, and end on June 30th.

B. Each elementary school Principal shall be entitled to twenty-eight (28) working days' vacation during the Summer. He/she will

receive an additional ten (10) working days during the school year. Each secondary school Principal and Assistant Principal will receive nineteen (19) working days' vacation during the summer and an additional ten (10) working days during the school year. Vacations during the school year are to be taken when school is not in session and must have the approval of the Superintendent.

Paid vacation for Directors will be granted in the amount of twenty-four (24) days, exclusive of weekends and designated holidays, and will normally occur during the periods when regular school is not in session. Such days are to have the approval of the Superintendent.

Curriculum associates shall work the teachers' work year plus twenty-one (21) additional days as determined by the Superintendent after consultation with the Council.

Each member of the unit shall be entitled to holidays as listed in Appendix "A."

C. In the event that any member of the unit should be recalled or required to work during a scheduled vacation period, he/she shall be compensated for such time by being granted equal time off (one day for each day worked). Such times will be mutually agreed upon by the member affected and the Superintendent, and all arrangements shall be committed to writing.

D. Graded Salary Plan

1. Purpose of Article

The purpose of this Plan is to provide a basis for the compensation and payment of salaries for members. The calculation and computation of all unit member salaries shall be governed in accordance with the procedures set forth in this Article.

2. Graded Salary Plan

Effective July 1, 2004, the parties agree that salaries shall be graded in accordance with the salary

ranges annexed hereto as Appendix B. These ranges shall be increased by 3% a year effective July 1, 2005, July 1, 2006 and July 1, 2007, also as set forth in Appendix B.

Effective July 1, 2004, the salaries of current unit members shall be calculated as set forth below. Administrators employed subsequent to the date of execution of this agreement shall be placed into their respective range at the hiring salary established by the Board, not to be lower than the minimum of the range, nor higher than the maximum of the range.

3. Salary Determination

A. Effective January 1, 2005, July 1, 2005, July 1, 2006 and July 1, 2007, the District shall grant each unit member a salary increase of 3%.

B. Effective July 1, 2005, July 1, 2006 and July 1, 2007, equity adjustments in the amount of \$875 shall be paid to the unit members identified on Appendix C, whose salaries in the spreadsheet reflect said adjustments.

4. Service Increment (applied annually after calculation of the across-the-board salary determination and added to it)

A. 2004-05 school year only: 2% for those unit members whose salaries fall below the midpoint of their range; and, 1.5% for those unit members whose salaries fall above the midpoint of their range.

B. 2005-06 school year and thereafter: 1.5% for those unit members whose salaries fall below the midpoint of their range; and, 1.25% for those unit members whose salaries fall above the midpoint of their range.

C. Service increment may be withheld based upon the following procedures:

- (i) The Administrator receives an unsatisfactory performance rating in the Annual Performance Appraisal; and,
- (ii) By October 1 of the following school year, the District will provide the Administrator with a written Professional Improvement Plan; and,
- (iii) The Administrator's supervisor will meet with the Administrator no later than December 15 and March 15 to review the Administrator's performance. If the performance is still deemed unsatisfactory, the Administrator will receive written notice of same.
- (iv) If the Annual Performance Appraisal is still unsatisfactory, the Administrator's increment may be withheld in the subsequent school year.

5. Career Level Increase

A unit member will receive an increase raising a unit member's salary to the midpoint of the salary range if the unit member's salary (after applying the across-the-board and service increment raises) is below the midpoint, subject to review and approval of the Superintendent (or his designee), according to the criteria set forth below. This will occur at the beginning of the 5th, 10th, and 15th years of service to the District as an administrator.

Movement to the Career Level Salary will be a performance based decision subject to: The candidate's career level portfolio will reflect evidence of

performance in the four categories listed in the Annual Performance Appraisal. The portfolio will be submitted to the Superintendent by March 15. Should any of the defined criteria not have been satisfactorily met, the portfolio may be resubmitted by June 15 for a July 1 career adjustment reconsideration.

6. There shall be an overall 10 percent cap on any one year increase from the previous year's salary (excluding adjustments or stipends for extra responsibilities). Any sums exceeding 10 percent will be carried over to the next fiscal year and become part of the employee's base salary on which the following year's wage adjustments will be applied, subject again to an overall 10 percent cap.

ARTICLE VII – NEGOTIATION PROCEDURES

A. Negotiations may be initiated upon the written request of the District or the Council. Such request shall be made no earlier than February 1st.

B. Within thirty (30) days of the receipt of the written request for negotiation, the parties shall arrange a meeting of the respective negotiations committees. The committees shall continue to meet at mutually agreeable times until agreements have been reached with regard to all items in the subject matter to be negotiated or until an impasse has been declared.

ARTICLE VIII – ADMINISTRATIVE AND SUPERVISORY RESPONSIBILITIES

Members of the Council exercise administrative and supervisory responsibilities for the staff in their schools; therefore, the Superintendent and Board will call upon members of the Council for their views and for their participation as advisors in negotiations in all matters that affect these responsibilities.

Neither the Superintendent nor the Board shall cite the response of the Council members to such requests as the basis for a claim of managerial status.

ARTICLE IX – PROFESSIONAL DEVELOPMENT FUND

The District shall make available up to \$6,000 in each school year covered by the Agreement, noncumulative, to reimburse members of the unit for participating in professional development programs. Participation and reimbursement for programs under this Article are at the discretion of the Superintendent and must be approved in writing by the Superintendent.

ARTICLE X – FILLING OF VACANCIES

The District shall consult with representatives of the Council concerning the salary and working conditions for an administrator filling a vacancy within the bargaining unit.

ARTICLE XI – APPOINTMENTS, PROBATION AND TENURE

Probationary members of the unit shall be notified on or before April 15th as to whether they will be reappointed for the following school year, unless April 15th falls during a school vacation period, in which case the probationary employee shall be notified by the last day preceding the vacation.

ARTICLE XII – DURATION

This Agreement shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2008.

ARTICLE XIII – TAYLOR LAW NOTICE § 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, § 204-a OF THE TAYLOR LAW, 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.

THE NORTH SHORE SCHOOLS
ADMINISTRATORS' COUNCIL

NORTH SHORE CENTRAL
SCHOOL DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

NORTH SHORE SCHOOLS
CIVIL SERVICE HOLIDAY CALENDAR 2005-06

SECRETARIAL UNIT

July 4, 2005	Independence Day
September 5, 2005	Labor Day
October 4, 2005	Rosh Hashanah
October 10, 2005	Columbus Day
October 13, 2005	Yom Kippur
November 11, 2005	Veteran's Day
November 24, 2005	Thanksgiving Day
November 25, 2005	Day after Thanksgiving
January 16, 2006	Martin Luther King Jr. Day
February 20, 2006	President's Day
April 14, 2006	Good Friday
April 17, 2006	Monday after Easter
May 29, 2006	Memorial Day

Appendix B

2004-2005 Ranges

	Minimum	Midpoint	Maximum
High School Principal	125,000	140,000	155,000
Middle School Principal	120,000	135,000	150,000
Elementary Principal	115,000	130,000	145,000
Director	115,000	130,000	145,000
CA	100,000	115,000	130,000
HSAP	110,000	125,000	140,000
MSAP	108,000	123,000	138,000
ESAP/Assistant Director	102,000	117,000	132,000

2005-2006 Ranges

	Minimum	Midpoint	Maximum
High School Principal	128,750	144,200	159,650
Middle School Principal	123,600	139,050	154,500
Elementary Principal	118,450	133,900	149,350
Director	118,450	133,900	149,350
CA	103,000	118,450	133,900
HSAP	113,300	128,750	144,200
MSAP	111,240	126,690	142,140
ESAP/Assistant Director	105,060	120,510	135,960

2006-2007 Ranges

	Minimum	Midpoint	Maximum
High School Principal	132,613	148,526	164,440
Middle School Principal	127,308	143,222	159,831
Elementary Principal	122,004	137,917	153,831
Director	122,004	137,917	153,831
CA	106,090	122,004	137,917
HSAP	116,699	132,613	148,526
MSAP	114,577	130,491	146,404
ESAP/Assistant Director	108,212	124,125	140,039

2007-2008 Ranges

	Minimum	Midpoint	Maximum
High School Principal	136,591	152,982	169,373
Middle School Principal	131,127	147,518	163,909
Elementary Principal	125,664	142,055	158,445
Director	125,664	142,055	158,445
CA	109,273	125,664	142,055
HSAP	120,200	136,591	152,982
MSAP	118,015	134,405	150,796
ESAP/Assistant Director	111,458	127,849	144,240

Appendix C

Title	Name	2005-2006 Equity Adjustment	2006-2007 Equity Adjustment	2007-2008 Equity Adjustment
ESP	Minicozzi	875	875	875
ESAF	Kelly	875	875	875
Assistant Director	Korb	875	875	875
DIR	Cooper	875	875	875
DIR	Donovan	875	875	875
HSAP	Torossian	875	875	875
CA	Newman	875	875	875
DIR	Wihnyk	875	875	875