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AGREEMENT

By and between the
CLARKSTOWN CENTRAL SCHOOL DISTRICT
And the
STUDENT ASSISTANCE COUNSELORS ASSOCIATION

July 1, 2006 – June 30, 2010

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

THE CLARKSTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District" or the "Board"), as a public employer, and the **STUDENT ASSISTANCE COUNSELORS ASSOCIATION** (hereinafter referred to as the "S.A.C.A." or the "Association"), an employee organization, as defined in Article 14 of the N.Y. Civil Service Law, the Public Employees Fair Employment Act, hereby contract and agree as follows:

ARTICLE I – RECOGNITION

SECTION 1

The District hereby recognizes the Association as the exclusive collective bargaining representative for all Civil Service Student Assistance Counselors ("S.A.C.'s") employed by the District.

SECTION 2

The Association shall notify the District in writing of its representatives authorized to deal with problems arising under this agreement.

SECTION 3

The District shall grant the Association the use of school premises for meetings without cost after school hours, providing such use does not interfere with educational and other programs of the District and any outside users to which the premises have been committed. The Association shall be responsible for the proper care of premises used for meeting purposes.

SECTION 4 - ASSOCIATION MEMBERSHIP

The District will not discriminate against employees covered by this agreement because of membership or non-membership and participation in Association activities.

ARTICLE II - WORK SCHEDULE AND COMPENSATORY TIME

SECTION 1 - NORMAL WORKDAY

The regular workday and workweek of all full time unit members shall be 7.5 hours and 37.5 hours, respectively, exclusive of lunch. The start of the S.A.C. day shall be flexible. Usually the day shall begin 15 minutes before the start of classes

unless shifted at the direction or, generally, with the approval of the building principal and Chairperson of Psychological Services when circumstances permit, or with notification when circumstances do not, such as when operating out of several sites, to accommodate local building, individual student and administrative needs, or to accommodate pre-school meetings or off campus meetings and visitations whether before or after the usual school day.

SECTION 2 – NORMAL WORK YEAR, VACATION HOLIDAYS

Effective September 1, 2000, the unit members shall work a 10 month year as per the CTA contract, including attending staff meetings when requested and also meet the teacher, back to school, and open house nights if the principal requests their presence. The S.A.C.'s shall be required to attend staff meetings without additional compensation, and shall work three extra days at the start of each year, at least two of which during the week before school opens.

SECTION 3 – LUNCH PERIOD

The S.A.C.'s shall have a minimum thirty (30) minute duty free lunch period each day during which such shall only be required to respond to emergencies.

SECTION 4 – ADDITIONAL WORK (FORMER COMPENSATORY TIME)

A. The S.A.C.'s may also be required to work, at a maximum, an additional 50 hours on work which was previously included under the "compensatory time" listing, such work outside of the regular school day as the following:

- PTA meetings
- family days
- school concerts and plays
- bereavement visits
- graduations
- community presentations
- committee work
- volunteer clubs adviser
- school chaperone
- sporting events
- consultation with parents, teachers, administrators, mental health professionals and agencies.
- crisis intervention involving a student or the school community
- after school clinical supervision (participation is voluntary).

- curriculum/materials development
- court preparation and appearance

When an SAC member is requested to work as a supervising chaperone at an event (e.g., a school dance) versus being requested to be present at the event in a role consistent with the regular duties of an SAC, then the SAC member shall receive chaperone pay in which case the work shall not count towards the 50-hour obligation.

B. This additional work shall be assigned to individual members as needed in the judgment and discretion of the SAC unit supervisor(s), a principal, an associate or assistant superintendent, or the Superintendent of Schools (or her/his designee).

C. The above additional work must be contemporaneously logged by the SAC member and presented to the supervisor in confirmation of the completion of the work requested. The form for this purpose will be provided and maintained by the school district after receiving input from the leadership of the SACA.

D. SACA members can also initiate this work upon the emergence of a need which cannot await the normal approval process. Such work must still be logged and presented to the designated supervisor of the S.A.C. for acceptance after the fact. Such work situations should be rare, not exceeding 20% of the year's total additional work commitment.

E. No member of the unit can be asked to work 50% more than the member asked to work the least in the unit. So, by illustration, if one member is asked to work only 30 hours during the year, no other member can be asked to work more than 45 hours. If an SAC staff member is not asked to work the full extra 50 hours including independently identified extra needs (as described immediately above), then the SAC staff member is not required to work the full 50 hours.

Subject to the limitations within this section, failure to work any portion of the total additional hours shall result in a commensurate reduction in pay calculated on an hourly basis.

F. Newly hired S.A.C.'s must also work two additional days without extra compensation in their first year of employment by the District for the purpose of orienting them to the position. These two days should be worked before school opens whenever feasible. When this does not occur, the new S.A.C. will work an equivalent number of after-school hours during the first month of employment. Failure to work these days will result in a commensurate deduction from pay.

G. Any other days requested by the District beyond the 50 hours will be paid at the S.A.C.'s per diem rate. Staff for these extra days will be invited to work on the basis of seniority unless the needs of a specific student or specific students dominates as determined by the supervisor.

H. Required extra days and hours are to be prorated for part-time S.A.C.'s.

I. In exchange for the above Section 4 terms, work is no longer required during the summer nor during the recess breaks. However, any emergency situations occurring during these time periods (e.g., death of a student during February break) should be addressed by available staff.

ARTICLE III- EMPLOYEE STATUS

SECTION 1 – SENIORITY

Seniority is defined as length of continuous credited employment in the District's service as an S.A.C. (or, as formerly known, a School Community Counselor (S.C.C.)).

SECTION 2 – LAYOFF AND RECALL

Seniority shall have application to layoff and recall. When required, layoff shall be effected in order of seniority from the bottom of the seniority list. Recall from layoff shall be in inverse order of layoff. Employees shall retain seniority from day of layoff as required by the Civil Service Law.

SECTION 3 – SENIORITY LIST

A seniority list of employees covered by this agreement shall be supplied to the Association annually and shall be updated as the need arises.

SECTION 4- PROBATIONARY PERIOD

As subject to the mandates of the Civil Service Law which shall control if to the contrary: New employees covered by this agreement shall not have seniority until completion of their probationary period after which such employee's seniority shall be retroactive to such employee's last date of hire. The probationary period shall extend for eight (8) weeks from date of hire unless extended by the District in writing in accordance with Civil Service Law to a maximum period of twenty-six (26) weeks.

SECTION 5 - DISCIPLINE

Disciplinary action shall be in accordance with Section 75 of the Civil Service Law and Rules for those subject to its coverage.

SECTION 6 – JOB ROLE

The S.A.C.'s shall continue to perform all duties necessary or required of Civil Service Student Assistance Counselors, with the following clarifications:

a) They shall not supply IEP mandated counseling to classified students for needs unrelated to substance abuse. However, they shall continue to supply to such students counseling and other services as related to substance abuse, whether suspected or actual, including assessment, referral and consultation, and relapse or relapse related prevention.

b) Their services shall relate to "District students" defined as all students residing within the District as well as out-of-District students who are enrolled in or attend District classes or programs.

SECTION 7 - COMPUTER USE

All members of the unit are guaranteed access to a computer for their professional school work within the school building(s) to which they are assigned.

ARTICLE IV – BENEFITS

SECTION 1 – GROUP INSURANCE (HEALTH, DENTAL AND LIFE)

A. The District shall make group health, dental and life insurance available to all eligible full-time employees (and dependents). The limits of health coverage should be as provided in the certificates issued by the health insurance carrier.

Beginning retroactive to July 1, 2006, in 2006-07, the District's contribution to the cost of health coverage will increase 1% to 61%, and the employee's contribution will drop 1% to 39%. In the subsequent years of this contract, the District's contributions shall be according to the following schedule such that the employee's contribution is 35% in the final year of the contract (2009-2010). The intent is to provide health insurance equivalent in quality and cost to that provided to members of the CTA:

61%	2006 - 2007
62%	2007 - 2008
63%	2008 - 2009
65%	2009 - 2010

B. Employees and their dependents eligible under this agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. Effective March 13, 2003, beginning at the next open enrollment, but immediately for all new hires, the District shall offer both the current Empire Plan with CORE plus medical and psychiatric enhancements and the CORE Only Plan. The contribution of the employer toward the premium for such group health insurance coverage so elected shall be according to A., above.

C. The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither the number nor identities of participating providers of health care, nor better record keeping or improved efficiency in the operation of the successor provider shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such

guarantee the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Association as to a claimed lack of substantial equivalency, the parties hereby incorporate and agree to be bound by the grievance procedure as contained in this agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. For the purposes of this issue, only, the Association has the right to go to binding arbitration before the American Arbitration Association, White Plains, New York, to determine issues to substantial equivalency. Such a grievance must be brought, however, within ten (10) days of notice that the District intends to change carriers and shall be expedited. Should the dispute resolution process result in a determination that the plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier, or to cancel the change in carriers.

D. Pursuant to New York Public Health Law Article 44, 10 NYCRR Section 98.15, 42 U.S.C. Section 300-e-9, and 42 CFR Sections 417.150 et seq, as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this agreement, or within sixty (60) days after this agreement has been executed by the parties hereto, whichever is later in the manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law.

E. All persons currently eligible for health insurance coverage as defined in the District's agreements with Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

F. All persons enrolled shall receive copies of the Plan and the HMO(s) brochures when available and all new employees shall receive copies when beginning employment.

G. The District will establish an IRC § 125 plan in order for employee insurance contributions to be deducted from employee pay on a pre-tax basis.

H. The District shall furnish group term life insurance to all eligible S.A.C.'s covered by this agreement in the amount of \$10,000 at no cost to the S.A.C.

I. The S.A.C.'s shall continue participating in the dental plan made available to Central Administrators which is subject to change from time to time.

SECTION 2 – SICK AND BEREAVEMENT

A. During the first year of service with the District, unit members shall begin with a bank of fifteen (15) days sick leave.

B. Thereafter, S.A.C.'s shall be allowed up to fifteen (15) days personal sick leave per year, consecutively or cumulatively to one hundred eighty (180) days.

C. S.A.C.'s shall be allowed up to five (5) days of paid bereavement per year, which may not be accumulated, for the death of a member of the immediate family which is defined as the S.A.C.'s mother, father, brother, sister, spouse, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, or any relative residing in the personal household of the employee. The days shall be consecutively scheduled days. The District may require proof of the reported death before final approval of the bereavement leave.

D. Written proof satisfactory to the District must be submitted for any use of sick leave of five (5) or more days of duration consecutively or cumulatively if for the same illness. The District shall have the right to demand such written proof for sick leaves of a shorter duration if adjoining a holiday or weekend.

SECTION 3 – PERSONAL LEAVE

A. Up to three (3) days per year, two (2) of which may be consecutive, may be allowed for emergency personal affairs that can be attended to only during working hours. These days may not be accumulated.

B. Written application on a form for such request shall be presented to the immediate supervisor with reason(s) in advance. In an emergency the supervisor may give verbal approval before the application is submitted. Personal leave days beyond those allowed shall not be paid. Reasons for personal leave shall be:

I - Legal: (a) Required in court, (b) Closing on property, (c) Marriage

II - Other: (a) Child's graduation from secondary or post-secondary school, (b) Home emergencies, or other compelling circumstances with detailed explanation subject to approval by the immediate supervisor.

III - The S.A.C. shall be allowed to take one such leave day per year without providing a written excuse should personal circumstances so warrant it.

SECTION 4 – JURY DUTY

S.A.C.'s, when required to serve on jury duty, shall report as required on the first day, shall opt for the random call (on call status permitting return to work), and shall be paid such employee's regular salary minus any paid jury pay, if allowed by law. In all cases the S.A.C. shall give immediate notice that he or she has been noticed for service, and shall keep the immediate supervisor informed of his or her status as a juror.

SECTION 5 – RETIREMENT

The District shall provide retirement benefits under the New York State Employees Retirement Plan 75-1.

SECTION 6 – AUTOMOBILE USE

Reimbursement for previously approved or subsequently approved if an emergency, business use of a personal motor vehicle shall be paid to the S.A.C.'s. The reimbursement rate paid shall be in accordance with the District's current policy.

SECTION 7 – REQUIRED IN COURT FOR THE DISTRICT

When an employee covered by this agreement is required to appear in court at the direction of the School District or its attorney, due to a court order issued relative to a school-related incident or to answer a subpoena related to District duties, such days shall not be considered Personal Leave Days. S.A.C.'s shall have access to District Counsel where needed when court appearance is related to S.A.C. professional duties.

SECTION 8 – ASSAULTS AND INJURIES

Absence due to job related assaults and injuries which are proven as to causation to a reasonable certainty, and for which acceptable written medical substantiation from a licensed physician is submitted, shall not be deducted from the employee's paid sick leave bank. At the Superintendent's or her/his designee's discretion, the employee shall submit to an examination by a physician chosen by the District whose determination shall control.

SECTION 9 – CHILD CARE

Unpaid child care leave, including adoption of a child five years old or less, up to a maximum of two years will be granted by the District. upon written application by an employee covered by this agreement. Such leave may be extended up to one year at the discretion of the Board. Employees on childcare leave may return at the start of the school year or the start of the second semester.

ARTICLE V – COMPENSATION

SECTION 1

Beginning in 2006-2007, all members will receive in each of the following years, the greater of a 3% increase or that necessary to reach a form of parity set as a percentage of the salary of a teacher under the CTA contract at MA + 30, step equal to the member's total of full-time years of experience working for the District. If the member is not at least at the MA + 30 educational level, the salary derived by the percentage of salary calculation is reduced by \$4,000.

2006 - 2007	60%	
2007 - 2008	67%	except if the budget doesn't pass in the prior year on either the first or second attempt, in which case the percentage is reduced to 65%
2008 - 2009	75%	except if the budget doesn't pass in the prior year on either the first or second attempt, in which case the percentage is reduced to 72%
2009 - 2010	80%	except if the budget doesn't pass in the prior year on either the first or second attempt, in which case the percentage is reduced to 77%

- A. The following rules shall apply in determining salary for each unit member hired before August 1, 2006, in the four (4) year contract term through 2009-10:**

1. Work of .4 to .79 shall count as a half year of service for salary advancement purposes. Work of eight-tenths (.8) or more shall count as a full year of service for salary advancement purposes.
 2. For salary advancement purposes, the amount of actual service in each year up until at least 80% parity with teacher salary is achieved (2009 -10), shall be supplemented by having four-tenth's (.4) added before a half or full year of credit determination is made. (e.g., actual service is .3, such counts as half year since $.3 + .4$ is between .4 and .79; actual service is .4, such counts as full year since $.4 + .4$ is equal to or exceeds .8).
 3. Once 80% of parity is achieved (in 2009-2010), all service shall then be recalculated for salary advancement/placement purposes. The amount of actual service in all years shall then be supplemented by having two-tenths (.2) added before a half or full year grid advancement determination is made (e.g., actual service is .4, such counts as half a year since $.4 + .2$ is less than .8).
 4. The ultimate goal is to utilize actual service each year, utilizing the .4 to .79 or .8 or more tests, to determine whether a one-half or full year of salary advancement service credit is to be granted. All supplementation will end whenever 90% parity is achieved in a future agreement. At that time, all service shall be recalculated for salary grid advancements/placement purposes and will be strictly based upon actual service during each year of employment (e.g., actual service is .3, such being below .4 would not count, but 4/10 would count for one-half year).
 5. During years when service is supplemented, added time producing a total in excess of 1.0 (e.g., $.8 + .4$) cannot be used in a cumulative manner.
- B. Each unit member hired on or after August 1, 2006 shall earn service credit for grid advancement purposes based upon actual service without supplementation, with the .4 to .79 for one-half (1/2) year credit, and .8 or greater for one year credit rule applying.**

SECTION 2

Unit members shall be eligible for the grant of a discretionary meritorious service payment ("MSP") as a consequence of performance in the preceding year. For example, S.A.C.'s employed during the July 1, 1999 through June 30, 2000 year shall be eligible for an MSP on or about July, 2000 as based upon their performance for that year, and so forth. The MSP, which shall not generally be added to base salary, shall be determined as follows:

(a) In each year of the agreement the District shall fund an MSP pool for the unit equal to no less than 1% of the gross total of all unit salaries for the year being evaluated.

(b) In each such year the entire pool shall be distributed and at least half of the members of the unit shall receive an MSP.

(c) If an MSP is granted it shall be no less than 1% nor more than 4% of the recipient's salary.

(d) The District shall develop MSP criteria and standards which shall be paid on or about July 1, 1998, and which shall be applied to each unit member by use of a meritorious service evaluation form ("MSE"). The Association will assist in the development process by suggesting meaningful criteria, and by constructively reacting to the District's preliminary designs. The District will regularly review the primary criteria and will make changes as it determines are for the better.

(e) The Superintendent of Schools or his or her designee, shall determine whether to grant an individual MSP and the amount according to the MSE. If a designee makes the determination, such may be appealed in writing within 10 calendar days to the Superintendent. If the Superintendent makes the determination, the S.A.C. may request reconsideration in writing within 10 calendar days. The MSP determination shall be final, binding and non-appealable or challengeable.

(f) For S.A.C.'s earning less than \$40,000, so much of the merit pay increase not exceeding 1 % of base salary will be added to base salary for the subsequent year. (Example: at end of 2000-2001 an S.A.C. obtains \$500 in merit pay and salary is at \$38,000. For calculating 2002-2003 salary, \$380 (1 % of base) of the \$500 is first added to the 2001 - 2002 salary to form the base to be used).

(g) Effective 2006-07, merit monies must be paid by August 8th in the summer following completion of the school year being evaluated. (For example, merit monies for 2006-07 paid by August 8, 2007).

SECTION 3

Two education/certification increments shall each be added to base retroactive to July 1, 1997, as follows:

CASAC or equivalent (Credentialed Alcoholism and Substance Abuse Counselor-formerly, "CAC" or "CSAC") \$750/annum
ACSW (Academy of Certified Social Worker) \$500/annum

Proof satisfactory to the District must be submitted showing that the credential has been achieved; that it has been kept current as per the governing rules; and, that a credential claimed to be equivalent is so.

The foregoing notwithstanding except for Chip James who shall be grandfathered, effective March 13, 2003, the following shall supersede and control:

A unit member upon first obtaining certification/licensing as a CASAC or equivalent (Credentialed Alcoholism and Substance Abuse Counselor - formerly, "CAC" or "CSAC"), CPP (Certified Prevention Professional), or ACSW (Accredited Clinical Social Worker), shall receive a \$1,000 stipend, which shall not be added to base salary. Thereafter, for as long as the member maintains the license or certification, he/she shall receive an annual stipend of \$600, which shall not be added to base.

SECTION 4

Through August 31, 2001, S.A.C.'s shall have the option of a 1/20 or 1/24 pay plan. Under both plans, S.A.C.'s shall receive their paychecks (either 1/20 or 1/24 of salary) on the regular teacher payroll dates during the school year, twice per month, no later than on the 10th and 25th. Those on the 1/24 plan shall be similarly paid over the summer. Beginning September 1, 2001, although S.A.C.'s earn their salaries on a ten month basis, they shall be paid 1/24 salary bi-monthly, over twelve months no later than the 10th and 25th, with payment during the school year being on the teacher payroll date. Should an S.A.C. leave the District's employ, an adjustment will be paid to compensate for the difference between earned and paid salary.

SECTION 5

The minimum starting salary is \$35,000 through 2006-2007, thereafter the minimum starting salary to become as follows:

2007 - 2008	\$38,196
2008 - 2009	\$44,040
2009 - 2010	\$48,332

However, should the budget be defeated prior to the year under consideration, the foregoing will be reduced as follows:

2% in 2007 - 2008
3% in 2008 - 2009, and
3% in 2009 - 2010.

SECTION 6

During the term of this Agreement, there shall be an annual pool of \$5,000 to fund S.A.C.'s engaged in extra activities pertaining to leading club and student organizations related to the S.A.C.'s mission. These activities, to the extent separately funded, shall not be considered as meeting the 50 extra hour provision. The S.A.C.A. will annually make recommendations with respect to distribution of the pool, with the District making the final determination. A determination made in one year shall not bind the following year's determination.

Commencing with projects for 2007 - 08, proposals must be received by June 1st of the prior year to receive consideration, and must at least consist of a goal, plan and time line.

Commencing with projects for 2006 - 07, a summary of the outcome must be submitted by June 6th of the year of the project which must at least include:

- The number of participants on a regular basis
- The completion of the plan documented
- Any modification(s) from the plan

SECTION 7

During the term of this Agreement, S.A.C.'s requested to be on call during school vacation periods shall be reimbursed at twenty percent (20%) of their per diem rate each day they are on call if they are not called in to work. If they are called in to work for all or any part of the day, they shall receive a full day's pay at their per diem rate in lieu of the 20% payment. Seniority shall be a determining factor unless, in the judgment of the supervisor, the nature of the concern makes it more appropriate that certain S.A.C.'s, or S.A.C.'s assigned to a particular building, be called.

SECTION 8

Effective March 13, 2003, and thereafter, a unit member reaching 15 years of service will be paid a one-time stipend of \$1,000 in that year which does not go into base. The District shall pay the stipend within 3 months of the milestone assuming that it is aware of same, and the unit member has informed the District that such has occurred.

For purposes of this section only, unit members employed by the school district as of July 31, 2006, shall have each partial or full year of service count as a full year of service. Thus, a person working .4 one year and .9 another year shall be considered as having two years accumulated toward the 15 years.

Unit members who are hired after August 1, 2006, shall accumulate years toward the 15 years in "real time" only. That is, a person working .4 one year and .9 another year shall be considered as having 1.3 years accumulated toward the 15 years.

ARTICLE VI – GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as a complaint which may arise between the District and the Association or an employee covered by this agreement, pertaining to a claimed violation of the express provisions herein. To be contrasted, exercises of Managerial Rights, such as MSP and the use of compensatory time shall not be grievable. Nor shall be adverse administrative comment or disciplinary determinations, such as: critical letters or Civil Service Law §75 Proceedings. A grievance, as defined herein, may be processed through the grievance procedure.

SECTION 2

Should a grievance arise, there shall be no suspension or interruption of work, and diligent, sincere and honest effort by all parties shall be made to settle the grievance as soon as possible in accordance with this procedure.

SECTION 3

A grievance must be presented to the S.A.C.'s immediate supervisor within thirty (30) calendar days of its occurrence or within thirty (30) calendar days from the time the employee had knowledge of or should have had knowledge of its occurrence.

SECTION 4

A claimed grievance shall be processed in the following manner:

STEP I – Immediate Supervisor

An aggrieved employee shall orally present the grievance to his or her immediate supervisor who shall arrange a mutually convenient time and place to informally discuss the grievance with the employee. Within ten (10) workdays after the informal discussion, the supervisor shall render an answer on the grievance to the employee.

STEP II – Superintendent or Designee

If grievance is not settled in Step I, the aggrieved employee or the Association may appeal the grievance within ten (10) calendar days to the Superintendent of Schools on a written grievance form clearly and concisely stating the nature of the grievance, the specific section(s) of the agreement alleged to be violated, the argument in support of the grievance and the remedy requested. The written grievance shall be signed by the aggrieved employee(s) or the representative. On receipt of the written grievance, the Superintendent or his or her designee shall set a mutually convenient time and place to informally hear the grievance. The grievant may be represented by a representative provided by the Association. At this step, the parties shall have the obligation to state their full position and to introduce all relevant testimony and written evidence they have knowledge of or in their possession in

support of their position on the grievance. Within twenty (20) calendar days after the hearing, the Superintendent or his or her designee shall give the written answer on the grievance to the aggrieved employee and the Association, setting forth the finding of facts, granting or denying the grievance, and the basis upon which the answer is reached.

STEP III – Court or Arbitration

In summary of this Step, within thirty (30) calendar days after completion of the internal grievance procedure (Steps I and II), if dissatisfied with the result, the Association may challenge in court (Supreme Court, Rockland County) by bringing a breach of contract action, or it may commence advisory arbitration under the auspices of the AAA, White Plains offices, according to the rules and procedures thereof. If dissatisfied after the advisory arbitration, the Association shall have thirty (30) calendar days to challenge in court (Supreme Court, Rockland) by bringing an Article 78 Proceeding. More particularly:

(a) **Breach of Contract Action.** Commenced by the service of a Summons and Complaint according to the N.Y. Civil Practice Law and Rules ("CPLR"), to be decided according to the preponderance of the evidence.

(b) **Advisory Arbitration.** If advisory arbitration is chosen, the following rules shall apply:

1. The Association shall notify the Superintendent of Schools in writing of its intent to advisorarily arbitrate the grievance. The notification shall identify the grievance placed in arbitration, including the contract provisions alleged to have been violated and the surrounding facts, shall set forth the contentions of the Association in support of the grievance and be accompanied by a copy of the arbitration form request sent to the American Arbitration Association. The arbitrator shall be chosen in accordance with the labor arbitration rules of the American Arbitration Association.

2. The selected arbitrator shall be without power or authority to render any decision or award inconsistent with law or which violates any of the provisions of this agreement. The decision and award shall include the findings of fact on evidence relevant to the grievance and the basis upon which they are made. Neither the Board nor the Association shall have any right to rely on grounds or evidence during arbitration not previously disclosed to the other by Stage II of the grievance procedure.

3. The decision of the arbitrator shall be in writing and advisory only. The Board and the Association shall have a moral obligation to seriously consider the arbitrator's advisory award.

4. The cost for the services of the arbitrator, including per diem expenses, will be borne equally by the Board and the Association.

5. Multiple grievances shall not be arbitrated by the same arbitrator unless the parties agree thereto.

(c) Post Advisory Arbitration

If dissatisfied with the results after advisory arbitration, the Association shall have thirty (30) calendar days in which to challenge in court (Supreme Court, Rockland) by service of a Notice of Petition and Petition pursuant to Article 78 of the CPLR. Upon such a challenge, the District's actions shall be presumed to have been valid and shall not be overturned unless the Association can show that the District acted arbitrarily and capriciously in the interpretation and/or application of the express terms and conditions of this agreement.

SECTION 5

The arbitrator or the court, whether under STEP III (a) (b) or (c), shall have the limited authority to determine only whether an express provision of this agreement, which does not involve the exercise of management rights or discretion, has been violated. They shall be without power or authority to make any decision or award concerning the Board's discretion or right to set policy, or that involves an exercise of a managerial prerogative, such as: MSP; the use of compensatory time; adverse administrative comment; critical letters; assignments and other administrative decisions; disciplinary actions or proceedings; or, that abridges Management Rights as defined herein.

ARTICLE VII – MANAGEMENT RIGHTS

Notwithstanding any other provision in the agreement to the contrary, except for express, specific and absolutely clear limitations, which limitations may not be implied, upon its broad authority to which the Board has previously agreed, the Board reserves its right to manage the school district and its employees in a manner that it determines is in the best interests of the students and the District with due regard for the educational needs of the students, and the administrative needs and the financial resources of the District. That includes, but is not limited to (within the bounds

of law), the right to assign and establish the duties of S.A.C.'s, to configure the school day and to adopt, alter or enforce policies, procedures and/or regulations that the Board deems necessary to successfully operate the District without the prior approval or agreement of the Association.

ARTICLE VIII – MISCELLANEOUS

1. This contract is the full and complete agreement between the Board and the Association. It may be modified in whole or in part only by mutual consent of the parties in a written and signed amendment to this agreement.

2. Any existing agreement or contract between the Board and an employee covered by this agreement, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement.

3. If any provision of this agreement or any application of the agreement to any S.A.C. or group of S.A.C.'s shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4. Sufficient copies of this agreement shall be printed as soon as possible at Board expense for the Association to have ten (10) copies in its office, one for each Association member, and two (2) copies for each school library.

ARTICLE IX – LEGISLATIVE APPROVAL

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE X – TERM OF AGREEMENT

This agreement shall be effective from the 1st day of July 2006 until the 30th day of June 2010.

Signed by Employer and Association

CLARKSTOWN CENTRAL SCHOOL DISTRICT

By: 
President of Board of Education

11-30-07
Date

By: 
Superintendent of Schools

11-30-07
Date

STUDENT ASSISTANCE COUNSELORS ASSOCIATION

By: Susan d. Gold, S.A.C.
(name and title)

11-9-07
Date

By: _____
(name and title)

Date

SAC GRID
FYE 6/30/08

	OLD	PAY PER		YEARS	CTA	PRORATED	67% OF	3% INC	GREATER	PAY PER
	SALARY	24 PAY		AS OF	MA + 30	SALARY OF	SALARY OF	PRIOR	OF 67%/3%	24 PAY
NAME	ANNUAL	PERIODS	%	2007-08	SALARY	CTA MA+30	CTA MA+30	SALARY		PERIODS
A. Cintron	37,655.20	1,568.97	80%	7.0	71,145.00	56,916.00	38,133.72	38,784.86	38,784.86	1,616.04
D. Cleary	46,037.00	1,918.21	100%	7.5	70,135.00	70,135.00	46,990.45	47,418.11	47,418.11	1,975.75
S. Gold	45,516.00	1,896.50	100%	9.0	73,167.00	73,167.00	49,021.89	46,881.48	49,021.89	2,042.58
M. Goodman	35,112.29	1,463.01	60%	19.5	99,771.00	59,862.60	40,107.94	36,165.66	40,107.94	1,671.16
D. Hersey	56,458.20	2,352.43	100%	18.0	96,919.00	96,919.00	64,935.73	58,151.95	64,935.73	2,705.66
C. James	39,914.15	1,663.09	60%	20.0	99,771.00	59,862.60	40,107.94	41,575.07	41,575.07	1,732.29
C. Lagstein	23,705.45	987.73	50%	10.5	76,195.00	38,097.50	25,525.33	24,416.61	25,525.33	1,063.56
J. Mitru	45,847.36	1,910.31	100%	6.5	68,116.00	68,116.00	45,637.72	47,222.78	47,222.78	1,967.62
J. O'Shea	18,695.74	778.99	40%	11.0	77,203.00	30,881.20	20,690.40	19,256.61	20,690.40	862.10
S. Kallenberg	55,007.15	2,291.96	100%	15.0	96,919.00	96,919.00	64,935.73	56,657.36	64,935.73	2,705.66
N. Seery	41,082.58	1,711.77	100%	3.0	61,049.00	61,049.00	40,902.83	42,315.06	42,315.06	1,763.13
T. Shine	24,328.60	1,013.69	60%	4.0	63,067.00	37,840.20	25,352.93	25,058.46	25,353.00	1,056.38
M. Simon	28,229.10	1,176.21	50%	17.0	96,919.00	48,459.50	32,467.87	29,075.97	32,467.87	1,352.83
S. Solar	49,076.41	2,044.85	100%	10.0	75,184.00	75,184.00	50,373.28	50,548.70	50,548.70	2,106.20
L. Anello	24,596.40	1,024.85	60%	2.0	59,028.00	35,416.80	23,729.26	25,334.29	25,334.29	1,055.60
J. Dickson	45,664.02	1,902.67	100%	8.0	71,145.00	71,145.00	47,667.15	47,033.94	47,667.15	1,986.13
R. Gallagher	40,170.00	1,673.75	100%	2.0	59,028.00	59,028.00	39,548.76	41,375.10	41,375.10	1,723.96
J. Wolf	3,900.00	162.50	10%	0.5	57,009.00	5,700.90	3,819.60	4,017.00	4,017.00	167.38

SAC GRID
06/30/09

	OLD	PAY PER		YEARS	CTA	PRORATED	75% OF	3% INC	GREATER	PAY PER
	SALARY	24 PAY		AS OF	MA + 30	SALARY OF	SALARY OF	PRIOR	OF 75%/3%	24 PAY
NAME	ANNUAL	PERIODS	%	2008-09	SALARY	CTA MA+30	CTA MA+30	SALARY		PERIODS
A. Cintron	38,784.86	1,616.04	80%	8.0	75,362.00	60,289.60	45,217.20	39,948.40	45,217.20	1,884.05
D. Cleary	47,418.11	1,975.75	100%	8.5	74,319.00	74,319.00	55,739.25	48,840.65	55,739.25	2,322.47
S. Gold	49,021.89	2,042.58	100%	10.0	77,439.00	77,439.00	58,079.25	50,492.55	58,079.25	2,419.97
M. Goodman	40,107.94	1,671.16	60%	20.5	102,764.00	61,658.40	46,243.80	41,311.18	46,243.80	1,926.83
D. Hersey	64,935.73	2,705.66	100%	19.0	102,764.00	102,764.00	77,073.00	66,883.80	77,073.00	3,211.38
C. James	41,575.07	1,732.29	60%	21.0	102,764.00	61,658.40	46,243.80	42,822.32	46,243.80	1,926.83
C. Lagstein	25,525.33	1,063.56	50%	11.5	80,559.00	40,279.50	30,209.63	26,291.08	30,209.63	1,258.73
J. Mitru	47,222.78	1,967.62	100%	7.5	72,239.00	72,239.00	54,179.25	48,639.46	54,179.25	2,257.47
J. O'Shea	20,690.40	862.10	40%	12.0	81,600.00	32,640.00	24,480.00	21,311.12	24,480.00	1,020.00
S. Kallenberg	64,935.73	2,705.66	100%	16.0	99,826.00	99,826.00	74,869.50	66,883.80	74,869.50	3,119.56
N. Seery	42,315.06	1,763.13	100%	4.0	64,959.00	64,959.00	48,719.25	43,584.51	48,719.25	2,029.97
T. Shine	25,353.00	1,056.38	60%	5.0	67,037.00	40,222.20	30,166.65	26,113.59	30,166.65	1,256.94
M. Simon	32,467.87	1,352.83	50%	18.0	99,826.00	49,913.00	37,434.75	33,441.90	37,434.75	1,559.78
S. Solar	50,548.70	2,106.20	100%	11.0	79,519.00	79,519.00	59,639.25	52,065.16	59,639.25	2,484.97
L. Anello	25,334.29	1,055.60	60%	3.0	62,880.00	37,728.00	28,296.00	26,094.32	28,296.00	1,179.00
J. Dickson	47,667.15	1,986.13	100%	9.0	75,362.00	75,362.00	56,521.50	49,097.16	56,521.50	2,355.06
R. Gallagher	41,375.10	1,723.96	100%	3.0	62,880.00	62,880.00	47,160.00	42,616.35	47,160.00	1,965.00
J. Wolf	4,017.00	167.38	10%	0.5	58,719.00	5,871.90	4,403.93	4,137.51	4,403.93	183.50

SAC GRID
FYE 6/30/10
easing into real time

	OLD	PAY PER		YEARS	CTA	PRORATED	80% OF	3% INC	GREATER	PAY PER
	SALARY	24 PAY		AS OF	MA + 30	SALARY OF	SALARY OF	PRIOR	OF 80%/3%	24 PAY
NAME	ANNUAL	PERIODS	%	2009-10	SALARY	CTA MA+30	CTA MA+30	SALARY		PERIODS
A. Cintron	45,217.20	1,884.05	80%	9.0	79,839.00	63,871.20	51,096.96	46,573.72	51,096.96	2,129.04
D. Cleary	55,739.25	2,322.47	100%	9.5	78,768.00	78,768.00	63,014.40	57,411.43	63,014.40	2,625.60
S. Gold	58,079.25	2,419.97	100%	11.0	81,984.00	81,984.00	65,587.20	59,821.63	65,587.20	2,732.80
M. Goodman	46,243.80	1,926.83	60%	21.5	105,949.00	63,569.40	50,855.52	47,631.11	50,855.52	2,118.98
D. Hersey	77,073.00	3,211.38	100%	20.0	105,949.00	105,949.00	84,759.20	79,385.19	84,759.20	3,531.63
C. James	46,243.80	1,926.83	60%	22.0	108,974.00	65,384.40	52,307.52	47,631.11	52,307.52	2,179.48
C. Lagstein	30,209.63	1,258.73	50%	11.0	81,984.00	40,992.00	32,793.60	31,115.91	32,793.60	1,366.40
J. Mitru	54,179.25	2,257.47	100%	8.5	76,622.00	76,622.00	61,297.60	55,804.63	61,297.60	2,554.07
J. O'Shea	24,480.00	1,020.00	40%	10.5	80,912.00	32,364.80	25,891.84	25,214.40	25,891.84	1,078.83
S. Kallenberg	74,869.50	3,119.56	100%	17.0	102,920.00	102,920.00	82,336.00	77,115.59	82,336.00	3,430.67
N. Seery	48,719.25	2,029.97	100%	5.0	69,115.00	69,115.00	55,292.00	50,180.83	55,292.00	2,303.83
T. Shine	30,166.65	1,256.94	60%	6.0	71,262.00	42,757.20	34,205.76	31,071.65	34,205.76	1,425.24
M. Simon	37,434.75	1,559.78	50%	14.0	99,896.00	49,948.00	39,958.40	38,557.79	39,958.40	1,664.93
S. Solar	59,639.25	2,484.97	100%	12.0	84,129.00	84,129.00	67,303.20	61,428.43	67,303.20	2,804.30
L. Anello	28,296.00	1,179.00	60%	4.0	66,972.00	40,183.20	32,146.56	29,144.88	32,146.56	1,339.44
J. Dickson	56,521.50	2,355.06	100%	10.0	79,839.00	79,839.00	63,871.20	58,217.15	63,871.20	2,661.30
R. Gallagher	47,160.00	1,965.00	100%	4.0	66,972.00	66,972.00	53,577.60	48,574.80	53,577.60	2,232.40
J. Wolf	4,403.93	183.50	10%	0.5	60,539.00	6,053.90	4,843.12	4,536.04	4,843.12	201.80

09-10(reduction in years)

