

AGREEMENT

between

NORTH SHORE CENTRAL SCHOOL DISTRICT

and

THE NORTH SHORE SCHOOLS ADMINISTRATORS' COUNCIL

July 1, 2012 through June 30, 2016

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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 and Assistant Directors employed by the District. The above recognition shall continue for the maximum period permissible by law.

ARTICLE II – LEAVES OF ABSENCE

A. 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.

B. 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.

C. 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.

D. 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.

E. 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

The group health insurance plan in effect as of June 30, 2008, which is the New York State Health Insurance Program (“NYSHIP”), shall be continued. The Board shall pay eighty percent (80%) of the premiums therefore.

A member of the unit who retires under the State Retirement System after at least ten (10) 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. During retirement, the District shall continue to pay the same percentage of the premium that it had paid in the unit member’s last year of employment.

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 66 2/3% of an individual Administrator’s gross monthly salary, continuing to age 65, subject to a 180 day waiting period.

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.

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

The parties agree that salaries shall be graded in accordance with the salary ranges annexed hereto as Appendix B.

Effective July 1, 2012, 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.

The minimum and maximum salaries of the salary ranges contained in Appendix B shall be applied towards and used for hiring purposes only and shall in no way limit or establish the maximum salaries that may be earned by unit members after their initial appointment.

3. Salary Determination

- a. 2012-2013: No across the board increase (0%) shall be applied to unit members' salaries during the 2012-2013 school year.
- b. 2013-2014: No across the board increase (0%) shall be applied to unit members' salaries during the 2013-2014 school year.
- c. 2014-2015: Each unit member's salary shall be increased by 1.0% effective July 1, 2014.
- d. 2015-2016: Each unit member's salary shall be increased by 1.0% effective July 1, 2015.

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

- a. For the 2012-2013 school year, the 2014-2015 school year, and the 2015-2016 school year, and in each school year thereafter, service increment will be 1.5% for those unit members whose salaries fall below the midpoint of the range for their position; and, 1.25% for those unit members whose salaries fall above the midpoint of the range for their position.

The parties agree that, with the exception of the 2013-2014 school year, the above service increment will be applied annually after calculation of the across the board determination, if any, as set forth in Article VI(D)(3).

Unit members shall not be entitled to service increment for the 2013-2014 school year.

- b. Service increment may be withheld based upon the following procedures:
 - (i) The Administrator receives an unsatisfactory or ineffective 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. For building principals the written Professional Improvement Plan shall be subject to the provisions and requirements of Education Law §3012-c and be provided and implemented no later than ten (10) school days from the opening of classes in the following school year; and
 - (iii) The Administrator's supervisor shall meet with the Administrator no later than December 15 and March 15, unless specified otherwise in the PIP plan submitted pursuant to Education Law 3012-c, to review the Administrator's performance. If the performance is still deemed unsatisfactory or ineffective, whichever is applicable, the

Administrator will receive written notice of same;
and

- (iv) If the Annual Performance Appraisal is still unsatisfactory or ineffective, 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 50th percentile of the salary range, 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 year of service to the District as an administrator.

A unit member will receive an increase raising a unit member's salary to the 60th percentile 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 10th year of service to the District as an administrator.

A unit member will receive an increase raising a unit member's salary to the 75th percentile of the salary range if the unit member's salary (after applying the across-the-board and service increment raises) is below the 75th percentile of the salary range, 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 15th year 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 9 % cap on any one year increase from the previous year's salary (excluding adjustments or stipends for extra responsibilities). Any sums exceeding 9% 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 9% cap.
7. Effective July 1, 2013, upon the grant of tenure to a unit member in his or her current administrative position, the unit member's base salary shall be increased by \$2500. Effective July 1, 2013, the base salaries of unit members who have already received tenure in their current administrative position as of July 1, 2013 shall be increased by \$2500. This provision shall sunset on June 30, 2016.

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, 2012 and shall continue in effect through June 30, 2016.

ARTICLE XIII – REOPENING CLAUSE

In the event that the New York State Legislature enacts into law a statute establishing “caps” on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation

becomes law, then either party may thereupon demand the initiation of reopener negotiations respecting the salary and health insurance provisions contained in this agreement.

ARTICLE XIV – 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: Carol Ann Smyth

By: Edward K. Mulla

Dated: 7/1/13

Dated: 7/1/13

APPENDIX A-1

NORTH SHORE SCHOOLS

CIVIL SERVICE HOLIDAY CALENDAR - 2012-2013

SECRETARIAL UNIT

July 4, 2012	Independence Day
September 3, 2012	Labor Day
September 17, 2012	Rosh Hashanah
October 8, 2012	Columbus Day
November 12, 2012	Veteran's Day
November 22, 2012	Thanksgiving
November 23, 2012	Day after Thanksgiving
January 21, 2013	Martin Luther King, Jr. Day
February 18, 2013	President's Day
March 28, 2013	Holy Thursday
March 29, 2013	Good Friday
April 1, 2013	Monday after Easter
May 27, 2013	Memorial Day

03/16/12

Revision #1 – includes language below as well as the correction deleting 04/02/13 and adding 03/28/13 above. This cancels and supersedes copy of 03/12/12.

Note: The actual school calendar/days designated for the observance of the listed holidays will be adjusted for each year of this agreement.

/s

APPENDIX A-2

NORTH SHORE SCHOOLS

CIVIL SERVICE HOLIDAY CALENDAR- 2013-2014

SECRETARIAL UNIT

July 4, 2013	Independence Day
September 2, 2013	Labor Day
September 6, 2013	Rosh Hashanah
October 14, 2013	Columbus Day
November 11, 2013	Veteran's Day
November 27, 2013	Day before Thanksgiving Day
November 28, 2013	Thanksgiving Day
November 29, 2013	Day after Thanksgiving
January 20, 2014	Martin Luther King Jr. Day
February 17, 2014	President's Day
April 18, 2014	Good Friday
April 21, 2014	Day after Easter
May 26, 2014	Memorial Day

Note: The actual school calendar/days designated for the observance of the listed holidays will be adjusted for each year of the agreement.

03/13/13
/ls

APPENDIX B

2012-13 RANGES

	Minimum	Midpoint	60th Percentile	75th Percentile	Maximum
High School Principal	156,741	173,686	177,075	182,159	190,631
Middle School Principal	150,470	167,476	170,877	175,978	184,481
Elementary School Principal	144,201	161,266	164,679	169,799	178,331
Director	144,201	161,266	164,679	169,799	178,331
CA	125,393	142,639	146,088	151,262	159,885
High School Assistant Principal	137,932	155,057	158,482	163,620	172,182
Middle School Assistant Princip	135,426	152,574	156,004	161,148	169,722
Elem Sch AP/Asst Director	127,901	145,122	148,566	153,733	162,343

2013-14 RANGES

	Minimum	Midpoint	60th Percentile	75th Percentile	Maximum
High School Principal	156,741	173,686	177,075	182,159	190,631
Middle School Principal	150,470	167,476	170,877	175,978	184,481
Elementary School Principal	144,201	161,266	164,679	169,799	178,331
Director	144,201	161,266	164,679	169,799	178,331
CA	125,393	142,639	146,088	151,262	159,885
High School Assistant Principal	137,932	155,057	158,482	163,620	172,182
Middle School Assistant Princip	135,426	152,574	156,004	161,148	169,722
Elem Sch AP/Asst Director	127,901	145,122	148,566	153,733	162,343

2014-15 RANGES

DIR [OL]	Minimum	Midpoint	60th Percentile	75th Percentile	Maximum
High School Principal	158,308	175,423	178,846	183,980	192,537
Middle School Principal	151,975	169,150	172,585	177,738	186,326
Elementary School Principal	145,643	162,879	166,326	171,496	180,114
Director	145,643	162,879	166,326	171,496	180,114
CA	126,647	144,065	147,549	152,775	161,484
High School Assistant Principal	139,311	156,608	160,067	165,256	173,904
Middle School Assistant Princip	136,780	154,100	157,564	162,759	171,419
Elem Sch AP/Asst Director	129,180	146,573	150,052	155,270	163,966

2015-16 RANGES

	Minimum	Midpoint	60th Percentile	75th Percentile	Maximum
High School Principal	159,891	177,177	180,634	185,820	194,463
Middle School Principal	153,494	170,842	174,311	179,515	188,189
Elementary School Principal	147,099	164,507	167,989	173,211	181,915
Director	147,099	164,507	167,989	173,211	181,915
CA	127,913	145,506	149,025	154,302	163,099
High School Assistant Principal	140,704	158,174	161,667	166,908	175,643
Middle School Assistant Princip	138,148	155,641	159,139	164,387	173,133
Elem Sch AP/Asst Director	130,472	148,039	151,552	156,823	165,606