

AGREEMENT

between

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

and

**MIDDLE COUNTRY ADMINISTRATORS
ASSOCIATION**

July 1, 2017 through June 30, 2020

TABLE OF CONTENTS

RECOGNITION	1
NEGOTIATION PROCEDURES	1
PROFESSIONAL SECURITY	1
RESPONSIBILITIES	1
PROFESSIONAL DEVELOPMENT FUND	2
SICK LEAVE	2
BUSINESSDAYS-PERSONALLEAVE-BEREAVEMENT	3
CHILD CARE LEAVE	3
INSURANCE	3
SALARY	5
LONGEVITY	6
TERMINAL LEAVE PAY	7
RETIREMENT INCENTIVE	7
WORK YEAR	8
EMPLOYMENT PRACTICES AND PROFESSIONAL STATUS	9
EVALUATION PROCEDURES	9
TRAVEL ALLOWANCE	10
GRIEVANCE PROCEDURE	10
DUES DEDUCTION	12
LEGISLATIVE ENACTMENT	13
DURATION	13
APPENDIX "A"	14
APPENDIX "B"	15
APPENDIX "C"	16
APPENDIX "D"	17

1. **RECOGNITION**

The Board of Education hereby recognizes the Middle Country Administrators Association (MCAA) as the exclusive bargaining agent and representative for all administrative and supervisory personnel in the Middle Country Central School District (District). The professional positions incorporated in such recognition include Building Principals, Assistant Principals, Directors, Secondary Administrative Assistants, Associates and Coordinators.

Where a member of the unit is not eligible for the fringe benefits contained in this Agreement because of the date of entry into the bargaining unit, such employee, unless otherwise noted, shall be granted the fringe benefit on that topic provided to the District's teachers.

2. **NEGOTIATION PROCEDURES**

Negotiations for a successor agreement shall be initiated at any time upon the request of either party. A mutually acceptable meeting date shall be set not more than eighteen (18) working days following such request. Negotiations shall begin no later than April 1 and no earlier than January 1, of the year on which the Agreement expires.

3. **PROFESSIONAL SECURITY**

Members of the unit being excessed from an administrative post shall be given consideration for employment in vacant teaching positions and/or professional positions available within the District, provided that the person is properly certified for the position and that the hiring of such a person will not be in violation of the laws of the State of New York, the Commissioner's Regulations, or of other employee contracts.

4. **RESPONSIBILITIES**

4.1 Each Building Principal and director shall be consulted relative to the individual building budget cuts prior to the first formal presentation of the budget to the Board of Education. Every effort shall be made to communicate with members regarding further cuts as the budget is developed by the Board of Education.

4.2.1 Professional or Civil Service personnel shall not be assigned to a school building without prior notification to and consultation with the Building Administrator.

4.3 Professional Responsibilities – Activities after school hours (i.e. Professional Development) as determined by the Superintendent, shall be considered as part of the regular responsibility for the members of this unit without additional compensation.

5

PROFESSIONAL DEVELOPMENT FUND

Each member of the unit shall be eligible to utilize up to \$1,000 per fiscal year for professional development approved in advance by the Superintendent. Monies not used by the end of the fiscal year shall not be carried over to the following year. Funds unencumbered by May 15th shall be made available to members at an amount to be agreed upon by the Superintendent and the MCAA.

6.

SICK LEAVE

- A. Each member shall be allowed sick leave without loss of salary for 18 days in the work year because of personal sickness or personal physical disability.
- B. On the first day of each work year, such a member shall be credited with the amount of sick leave allowed to him/her for the next following work year, which shall consist of all accumulated sick leave days plus 18 days for the ensuing work year. The District shall maintain an account of sick leave days accumulated by and allowed to each member and shall on the first day of each work year inform the member in writing of the number of sick leave days credited to his/her account. In the event a member of the unit used the days advanced at the beginning of the year and does not work the full year for which the days have been advanced and severs his/her employment relations with the District during that year, the District shall deduct from his/her pay the amount of advanced sick leave which has not been accrued at the time the Administrator severs his/her employment relationship with the District.
- C. If a member utilizes no more than five (5) sick days in a fiscal year, he/she may be reimbursed for up to five (5) sick days at the rate of 1/200th of his/her salary for that fiscal year. Request for such payment shall be made on June 1 and payments for such days shall be made as a separate check in the first pay period in July. A member having no less than 25 accumulated unused sick days as of June 1st may be reimbursed for up to five additional sick days (for a total of ten) at the rate of 1/200th of his/her salary for that fiscal year. Reimbursement pursuant to this paragraph shall be made in the form of a non-elective payment to a 403-b account as agreed to by the parties.
- D. Administrators who have been granted tenure by July 1, 1985 shall continue to have non-cumulative unlimited sick leave for a one-year period, in addition to accumulated leave, for extended or catastrophic illness. Accumulated leave shall be exhausted prior to an administrator being placed on extended leave.

7. **BUSINESS DAYS - PERSONAL LEAVE - BEREAVEMENT**

Each member of the unit may be granted leave with pay for the purposes mentioned in the title of this Article with the approval of the Superintendent of Schools.¹

7.A **CHILD CARE LEAVE**

Members of the unit shall be eligible for child care leave for the care of a newly born infant, adopted child and/or for the preparation for same.

Such leaves shall commence on July 1 or the beginning of the second semester and shall terminate on July 1 only. Such leaves shall be for no longer than one year and one semester.

8. **INSURANCE**

8.1 **Health**

Members of the unit shall receive health insurance coverage under the New York State Health Insurance Program ("NYSHIP") or HIP Health Plan of New York ("HIP").

Effective July 1, 2017, the employee's rate of contribution for individual and/or family HIP or NYSHIP coverage shall be fifteen (15%) percent. Effective July 1, 2018, such contribution shall be sixteen (16%) percent. Effective July 1, 2019, such contribution shall be eighteen (18%) percent.

Members of the unit and retirees shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the plan being provided by the District for other members of the unit.

Administrators who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Administrators who elect not to be covered for health insurance by the District shall be entitled to receive 30% of the premiums the District would otherwise be obligated to pay on their behalf, provided the administrator remains uncovered by the District for a period of twelve (12) consecutive months.

¹ Whenever the term Superintendent is used, it shall be deemed to mean the Superintendent or his/her designee.

Administrators hired prior to July 1, 1991 shall advise the District of their desire not to be covered no later than December 1st and coverage shall cease as of January 1st. Payments shall be made during the last pay period of January provided the declination has been in effect from the preceding January 1st.

The declination of Health Insurance shall remain in force annually thereafter unless the administrator(s) who have declined such coverage for a given year wish to re-enroll in the health insurance Program for the following year. Said administrator(s) shall notify the District of such change no later than November 1st preceding the school year in which they wish to reenter the plan. Such coverage shall take effect on January 1st.

Administrators hired on or after July 1, 1991 may advise the District of their desire not to be covered by Health Insurance at any time. Such administrators shall be eligible for the same payments as administrators hired prior to July 1, 1991 provided the administrator remains uncovered by the District for a period of twelve (12) consecutive months. Payments shall be made to such administrators at the end of the twelve (12) month period following their withdrawal from coverage, and annually thereafter. Their declination shall remain in force annually thereafter unless the administrator notifies the District of their desire to reenter the plan 45 days prior to the expiration of their 12 months of noncoverage. Such coverage shall take effect the following month.

Individuals making this election shall submit sworn statements to the District indicating they have health insurance coverage under another plan.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's Plan at any time. In the event an administrator reenters the plan within the first twelve (12) months, no payment shall be made. In the event an administrator resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payment shall be made for the year in which the administrators' declination was for less than twelve (12) months.

In the event a member seeks to reenter the District's Plan the District shall request that the Plan waive any applicable waiting period.

The District has implemented a Flexible Benefit Plan.

8.2

Life

- A. Members of the unit employed as members of the unit prior to July 1, 1983 shall receive term life insurance which will be paid by the District at \$250,000. Members of the unit who became members of the unit on

or after July 1, 1983 shall receive \$200,000 of term coverage.

If a member of the unit is denied life insurance coverage, the District will pay a premium to another insurance carrier on that member's behalf equivalent to the premium attributable to a comparable insurable member of the unit.

- B. All insurance policies are to be in effect as of July 1, with payment of premiums completed as of July 1 or as soon as possible after completion of negotiations.
- C. Members who retire during the term of this agreement shall be permitted to continue to participate in the District's Group Term Policy to the extent permitted by the carrier provided the employee assumes the full cost of the premium thereof.

8.3 Dental

All members of the unit shall receive dental insurance coverage for themselves and eligible family members through Hartford, or a comparable policy, provided however, that the annual maximum shall be \$2,000 per year. Rate increases in dental insurance premiums effective on or after January 1, 1989 for the entire Group shall be shared equally by the District and the enrolled members of this unit. In apportioning costs, Central Administrators shall be counted as members of this unit. Members who retire during the term of this agreement shall be permitted to continue to participate in the District's Dental Plan to the extent permitted by the carrier, provided the retiree assumes the full cost of the premium thereof.

9. SALARY

Base salaries for members of the unit shall be increased as follows during the life of this Agreement:

Effective July 1, 2017: The 2016-17 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2016, with a minimum of 1% and a maximum of 2% (i.e., 1.26%).

Effective July 1, 2018: The 2017-18 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2017, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2019: The 2018-19 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2018, with a minimum of 1% and a maximum of 2%.

Effective with the Summer School of July 2000, the Summer School titles shall be Principal and Assistant Principal for the High School, each of whom shall work on the days of student attendance; and Principal of the Middle School (Grades 5-6) and Principal of the Elementary Program (Grades 1-4), each of whom shall work on the days of student attendance. Coordinators shall supervise the summer portion of the twelve (12) month special education program.

In addition to the required days of work that schools are open for student attendance, each Principal and Assistant Principal shall be responsible for the preparation and/or closing of the program.

In the event a member of the unit is selected for a Summer School position, each day of student attendance that the Administrator works shall count as a half day of work required of the Administrator under Section 13.2 of this contract.

Effective July 1, 2007, members of the unit who obtain a doctorate from an accredited university, as approved by the Superintendent, after becoming a member of the unit, shall be entitled to a onetime payment of \$3,000 upon attainment of tenure. This provision shall not apply to honorary degrees. Any member of the unit who earned a doctorate degree while a member of the unit prior to July 1, 2007, meeting the criteria as set forth herein, shall be granted the payment.

10. **LONGEVITY**

Eligibility

Members of the unit shall be paid longevity increments at the beginning of the following credited years of service as set forth below:

5th year of service within the unit	\$4,000
7th year of service within the unit	\$4,000
9th year of service within the unit	\$4,000
11th year of service within the unit	\$4,000
13th year of service within the unit	\$4,000
15th year of service within the unit	\$4,000
17th year of service within the unit	\$4,000

Service for longevity purposes shall include years of educational service in the Middle Country School District only.

Nothing contained herein shall be construed so as to result in any Administrator receiving total compensation for a school year in excess of their prior school year's total compensation, plus their general increase, unless the school year is a year in which a new longevity fell due, in which case that Administrator would receive his/her prior school year's total compensation plus their general increase, plus the aforementioned applicable longevity increment.

The parties agree that those members of the unit who received longevity increments pursuant to the contract expiring as of June 30, 2002, shall not sustain a salary decrease as a result of the elimination of those increments and the substitution of the new longevity increments pursuant to this paragraph.

11. **TERMINAL LEAVE PAY**

11.1 Any member of the unit having been in the employ of the unit for five (5) years, who submits to the Superintendent of Schools a written statement of intention to retire under the New York State Teachers Retirement System shall be eligible for terminal leave pay, provided on or before February 2nd of such intention to retire notice is given to the Superintendent of Schools. All retirements pursuant to this provision must be effective June 30th.

11.2 Such terminal leave pay shall be computed at the rate of one-two hundredths (1/200) of the administrator's annual salary (including longevity) for each (4) days of accumulated unused sick/personal leave. Such payment shall be made as a non-elective contribution to a 403-b plan as agreed to by the parties.

11.3 Payments shall be made no later than the second payroll period in July following their leaving the District.

11.4 Members eligible under this provision shall be entitled to have health insurance into retirement with the District paying eighty-five (85%) percent of the premiums and the employee paying fifteen (15%) percent of the premiums for the duration of his/her retirement.

12. **RETIREMENT INCENTIVE**

Members of the unit shall be granted in addition to the applicable terminal allowance provided in Section 11 of this Agreement, a \$15,000 retirement incentive and payment for unused accumulated sick leave entitlement at the rate of 1 for 2 in lieu of payments pursuant to paragraph 11 of this contract provided the following conditions are met:

1. The Administrator has been in the employ of the District for ten (10) years or more;
2. The Administrator gives a written irrevocable letter of retirement to the District no later than February 2nd of the year of retirement;
3. The Administrator retires no later than September 1st of the first year of his/her eligibility to retire from the New York State Teachers' Retirement System without penalty.
4. The Administrator has not opted for any other retirement incentive.
5. Payments hereunder shall be made within 30 days following Retirement as a non-elective contribution to a 403-b plan as agreed to by the parties.
6. Each member of the bargaining unit shall be permitted to utilize up to a maximum of two hundred fifty (250) accumulated sick days for pay at the rate of 1 for 2 pursuant to this Article (i.e. a maximum payment of one hundred twenty five (125) days).

If any provision of the retirement incentive is deemed illegal or unenforceable, the entire provision shall be deemed null and void.

Administrators may submit a request of the Superintendent for a one-year extension of employment while remaining eligible for the incentive provided herein. The Superintendent in his/her sole discretion may recommend to the Board of Education that such request be granted. The Board of Education shall have final authority to accept or reject the Superintendent's recommendation in its sole discretion.

13. **WORK YEAR**

- 13.1 From the first day that school is in session, through the last day that school is in session, all members of the Unit shall work the teacher calendar. Where extenuating circumstances warrant, members of the Unit shall be subject to work at the discretion of the Superintendent.
- 13.2 From the last day that school is in session, through the first day that school is in session, members of the unit shall be required to work the following number of additional days:

Secondary Principals and Directors - 22 additional days;

Elementary Principals, Secondary Assistant Principals,
Elementary Assistant Principals, Associates and
Coordinators - 17 additional days;

The District shall make a reasonable effort to notify any member by April 15th, if additional summer days are to be worked.

Summer schedules are to be approved by the Superintendent.

13.3 Workdays beyond the work year set forth in this Article that are scheduled by the District shall be paid at the rate of 1/200th of the individual Administrator's base salary.

14. **EMPLOYMENT PRACTICES AND PROFESSIONAL STATUS**

14.1 Vacancies or new positions in any administrative or supervisory capacity in the District, whether or not in the bargaining unit, shall not be filled from within or without the bargaining unit until all employees within the bargaining unit have had adequate written notice of the requirements for such vacancy and salary range. If the salary or the requirements are modified or waived prior to appointment, members in the bargaining unit shall be promptly notified.

14.2 Except in emergencies and whenever feasible, an Administrator shall not be transferred to another assignment without reasonable prior notice and with reasonable opportunity to state his/her objections, if any.

15. **EVALUATION PROCEDURES**

Any material relative to unit member's conduct, service, character, or personality prepared by anyone within the District will not be placed in his/her personnel file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he/she has had an opportunity to review the material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the content thereof. The unit member will also have the right to submit a written response to such material, and his/her reply shall be attached to the file copy. Upon request, the employee will be supplied with a copy of any item in his/her file within a reasonable time. This paragraph does not apply to confidential material such as transcripts, recommendations, and references which may be removed prior to review by the employee.

16. **TRAVEL ALLOWANCE**

Supervisors, Directors, and authorized personnel shall be reimbursed at the applicable District rate for authorized travel within the District upon submission of documentation. The documentation form will be provided by the District. (See Appendix "A").

17. **GRIEVANCE PROCEDURE**

17.1 **Definition**

A grievance shall mean any claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement.

17.2 **Individual Grievances and Committee Grievances**

A grievance may be initiated by an individual Administrator, or a group of Administrators or a Coordinator.

17.3 **District-Wide Grievance**

A District-wide grievance or one which involves a group of Administrators may be initiated by the Association.

17.4 **Sequential Steps of Grievance Procedure**

A. There are four steps at which a grievance may be resolved:

1. Informal review with the Superintendent's designee.
2. Conference with the Superintendent.
3. Appeal to the Board of Education.
4. Referral to an arbitrator.

B. The primary purpose of this procedure is to secure the settlement of a grievance, if possible, at stage one.

C. Details of procedure at each step.

1. **Initiation of Grievance**

All grievances shall be raised within sixty (60) days of the events giving rise to the grievance or they shall be deemed waived

and barred and outside the scope of this procedure.

2. Informal Conference with Superintendent's Designee

- a. The Superintendent's designee shall arrange to meet with the Administrator and/or committee, or a duly constituted member of the committee, within three (3) school days of receipt of the notice of an alleged grievance.
- b. The Superintendent's designee shall be responsible for settling the grievance if the matter is within his authority.
- c. In all cases, the Superintendent's designee shall inform the Administrator and/or committee, in writing, of his determination within five (5) school days after the initial informal conference.

3. Conference with the Superintendent

- a. If an Administrator or the Administrative Advisory Committee is dissatisfied with the determination at stage one, a written request within five (5) school days for a conference with the Superintendent shall be made.
- b. Within three (3) school days, when feasible, of receipt of the notice, the Superintendent may arrange a conference with the Administrator and/or the chairman of the Administrative Advisory Committee.
- c. Within five (5) school days of the conference, the Superintendent will inform all parties to the conference of his determination, in writing.
- d. In case the grievance is not settled at this point, the Administrative Advisory Committee or the individual may within three (3) days request a conference with the Board of Education.

4. Appeal to the Board of Education

If the grievance determination by the Superintendent is found to be unsatisfactory, MCAA may petition the Board of Education to review the decision of the Superintendent in executive session

within two (2) calendar weeks. The Board may hold a hearing or it may adopt the decision of the Superintendent. If the Board elects to waive the hearing, the Association may proceed to the next step within the time limits outlined below.

5. Referral to the Arbitrator

- a. In the event the MCAA is not satisfied with the determination of the Board with respect to a grievance, it may within ten (10) days of receipt of the Board decision refer the matter to arbitration pursuant to the rules of the American Arbitration Association.
- b. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions, on the issues submitted to him/her.
- c. The arbitrator's decision shall be binding on all parties only with respect to contract grievances.
- d. The cost for the services of the arbitrator will be borne equally by the Board and MCAA.
- e. In the event that the MCAA does not sponsor the Administrator in arbitration proceedings, the cost of such arbitration shall be borne equally by the Board and the individual Administrator.

17.5 Succession

These procedures with the successive stages may, by mutual consent of the individual, the committee, the Superintendent and the Board where applicable, be waived and time may be extended by mutual consent.

18. DUES DEDUCTION

The Board of Education agrees to deduct membership dues on behalf of the MCAA. The amount of dues deducted shall be certified by the MCAA, and the amount of dues is reviewable on an annual basis. Dues will be taken from the salary of MCAA members when they have executed the approved Dues Authorization Form (Appendix "B").

19. LEGISLATIVE ENACTMENT

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

20. DURATION

The term of the Agreement shall be from July 1, 2017 through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 5 day of April, 2017.

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT

MIDDLE COUNTRY
ADMINISTRATORS ASSOCIATION

By: Robert A. Gerold
Roberta A. Gerold, Ed.D.
Superintendent of Schools

By: Corinne Seeh
Corinne Seeh
President

By: Karen Lessler
Karen Lessler, Ed.D.
President, Board of Education

APPENDIX "A"

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT NO. 11
REQUEST FOR MILEAGE REIMBURSEMENT
For the Month of

Name _____ Title _____ Date _____

DATES	TO	LOCATIONS FROM	ODOMETER READINGS		TOTAL MILES
			BEGINNING	ENDING	

Authorized by _____ Grand Total

Signature _____ Per mile

APPENDIX "B"
DUES AUTHORIZATION FORM

Name _____ Employee No.

TO THE BUSINESS MANAGER OF MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT, CENTEREACH, NEW YORK:

I hereby authorize you to deduct from my pay each payroll period the amount indicated below, beginning the school year _____ and transmit same to the Middle Country Administrators Association, Centereach, New York at least monthly.

Amount to be deducted each payroll period

Date _____ Effective Deduction Date

PRINT NAME IN FULL

HOME ADDRESS

TELEPHONE

_____ BUILDING

SIGNATURE OF EMPLOYEE

APPENDIX "C"

RETIREMENT INCENTIVE CONTRACT

Contract entered into between _____ and the Middle Country Central School District this ____ day of _____ 20__ ,

WHEREAS, the District recognizes the long service of _____ .

WHEREAS, after careful consideration _____ has submitted an irrevocable letter of retirement and retired from his/her position as an administrator in the District, pursuant to the "retirement incentive" provision of the collective bargaining agreement between the District and Middle Country Administrators Association. _____ certifies that he/she has carefully reviewed all applicable provisions of the retirement incentive and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel.

_____ states that he/she has freely entered into the retirement incentive and has not in any way been coerced or encouraged to participate in the incentive. _____ waives all claims of discrimination including but not limited to those based on age, against the District or Middle Country Administrators Association by entering into this contract.

_____ and the District hereby recognize the obligation each has to contribute toward health insurance premiums for family or individual, with the District contributing 85% and _____ contributing 15%, in accordance with Section 11.4 of the collective bargaining agreement between the District and the MCAA.

Employee Name

Superintendent

Date _____

Date _____

APPENDIX "D"

MCAA CONTRACT July 1, 2017 – June 30, 2020

Summer School Principal Salary Schedule

School Year	High School Principal	Asst. H.S. Principal	Middle School Principal	Elementary Principal	Percent Change
2017-2018	\$10,142	\$8,113	\$7,607	\$7,043	1.26%
2018-2019	\$10,345	8,275	7,759	7,184	2%
2019-2020	\$10,552	\$8,441	\$7,914	\$7,328	2%