

**AGREEMENT**

between the

**BOARD OF EDUCATION**

of

**COMMACK UNION FREE SCHOOL DISTRICT**

and the

**COMMACK ADMINISTRATIVE AND SUPERVISORY ASSOCIATION**

**July 1, 2015 – June 30, 2018**

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**ARTICLE I  
RECOGNITION**

A. The District recognizes the Association for the purposes of collective negotiations and agrees to negotiate with said Association as the exclusive representative of the following positions:

**Principals, Assistant Principals  
Directors, Assistant Directors  
Coordinators  
Chairpersons**

**B. Terms**

1. The word "Association" or "CASA" as used in this agreement shall mean the COMMACK ADMINISTRATIVE AND SUPERVISORY ASSOCIATION.
2. The word "Board" as used in this agreement shall mean the BOARD OF EDUCATION OF THE COMMACK SCHOOL DISTRICT, COMMACK PUBLIC SCHOOLS, TOWNS OF HUNTINGTON AND SMITHTOWN, COMMACK, NEW YORK.
3. The word "Administrators" shall mean all certified and/or legally employed principals, assistant principals, directors, assistant directors, coordinators, chairpersons and summer school administrators.
4. Nothing contained herein shall be construed to prevent any individual member of the Association from discussing personal problems with the Superintendent without intervention of the Association provided that resulting adjustments are not inconsistent with the terms of this agreement.
5. Should the Board determine to change the position content by adding or deleting responsibilities or entire positions, or should the Board decide to change titles or create new titles, prior to such movement, the Association will be consulted in an effort to reach mutual agreement.

**ARTICLE II  
GUIDELINES FOR NEGOTIATIONS SETTLEMENT**

Items negotiated with the professional staff which would affect the school program or the area of administrator's authority are of primary importance in the administration of the education program.

Therefore, should any of the items negotiated with the professional staff relate to the performance and responsibilities of the administrators, the Superintendent will consult with the Association prior to finalization with the Teachers' Association.

### **ARTICLE III WORK YEAR**

The work year is as follows: secondary principals, secondary assistant principals, and Directors shall work the teachers' calendar, the last ten working days in August, those working days in September prior to the opening of school, and those working days in June following the close of school. Elementary school principals and elementary assistant principals shall work the teachers' calendar, the last ten working days in August, and those September and June working days prior to and following the teachers' calendar.

A. The work year of the High School and Middle School Principals, the High School and Middle School Assistant Principals, and Directors shall be 12 months\*. The work year of the Elementary School Principals, Elementary Assistant Principals, Coordinators, Assistant Directors, and Chairpersons shall be 10 3/4 months\*\*.

\* 12 months = 23 vacation days in addition to all teacher calendar holidays during the school year except for a maximum availability of up to 5 days for district office coverage during the December, Mid-Winter, and/or Spring holidays. Said coverage shall be as is determined by the Superintendent of Schools. Administrators who are entitled to vacation days (12 month administrators) can accumulate them up to a maximum of 40 days. Those 12 month administrators who have more than 40 days (not to exceed 60 days) accumulated vacation as of June 30, 1996 may retain the excess days. Any days accumulated above that number, must be taken as vacation days or they are lost.

\*\* 10 3/4 months = 10 months plus last 10 working days in August

Should any administrator be required by the Superintendent to work days other than those indicated in the above schedule, he/she shall be paid at the rate of 1/200 of the annual salary for each day worked.

B. Twelve (12) month administrators shall receive annual vacation allowance of twenty-three (23) days. Administrators are encouraged to use annual vacation allowances--however, if that is not possible they may accumulate unused vacation time to a maximum of forty (40) days with the exceptions noted in III A above.

Unused accumulated vacation time shall be compensated at the time of termination of service from the district at the rate of 1/200 of annual salary.

All vacation time is subject to the approval of the Superintendent of Schools.

C. The CASA President and Vice-President shall meet each May with the Superintendent or his/her designee to formulate the annual CASA work schedule for paycheck, vacation and return to work. The District reserves the final decision in setting of work schedules, paydays, and vacation periods.

#### **ARTICLE IV GROUP INSURANCE PROGRAM**

- A. The District shall maintain a Group Medical/Dental program and shall pay 78% of the premium. The parties understand that the Board is in continual negotiation with the Commack Teachers' Association with regard to this area of health benefits and it is understood and agreed that any additional benefits granted to the CTA, in this area, will automatically accrue to the CASA and such benefits obtained will become part of this agreement by reference and will supersede the agreement stated above.
- B. The District shall maintain the present life insurance program. A summary of these plans is set forth in Appendixes A and B. The disability insurance premium will be paid by members of CASA through dues deductions.
- C. The District shall pay 100% of the individual or 35% of the family premium cost of the plan provided in IV. A. excluding dental coverage, for a retired administrator. When the retired administrator attains age 65, the coverage will become 50% of the individual or 35% of the family premium cost. In addition, retired administrators shall have the option, at their own expense, to elect dental or family coverage, or both.
- D. The term "Retired Administrator" means an administrator who is actually receiving retirement benefits from the NYS Teachers' Retirement System.
- E. The provisions of Section C apply only to administrators having at least 10 years of service in the district at the time they retire.
- F. Each CASA member shall be entitled, during the lifetime of this agreement, on a voluntary basis, to a sum not to exceed \$500, toward the expense of a physical examination(s) by his/her own personal physician. Should the administrator elect to obtain a physical examination at a medical organization, approved by the District, the total cost of such examination will be paid by the District.

- G. Medical Insurance Buy-out: Any CASA member who declines the district family medical insurance plan and produces proof of medical insurance through another insurance carrier will be entitled to a buyout of \$4,000 annually. Any CASA member, who opts for an individual plan, rather than a family plan, will be entitled to a buyout of \$2,100 annually. This provision will remain in effect for the life of the contract.

**ARTICLE V  
LEAVE ALLOWANCE REGULATIONS**

- A. Leave allowance regulations are as set forth in Appendix C.
- B. Terminal leave and allowances provisions are as set forth in Appendix D.

**ARTICLE VI  
PRE-RETIREMENT**

A retirement program will be available in accordance with Appendix E.

**ARTICLE VII  
SCHOOL CALENDAR**

The Association shall be consulted in the formulation of the school calendar.

**ARTICLE VIII  
TRANSFERS AND CHANGE OF DUTIES**

- A. The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its administrators. Requests by an administrator for transfer to a different position or building where a vacancy exists shall be filed in writing with the Superintendent of Schools. The applicant shall set forth the reasons for transfer, the building or position sought, and the applicant's qualifications. Such requests shall receive reasonable consideration by the Superintendent of Schools.
- B. If there are changes proposed in the duties of any existing administrative position, the individual directly and the Association shall have the opportunity to discuss with the Superintendent of Schools the possible modification of the job description.
- C. Subject to the statutory rights of any other employees, an administrator/supervisor whose position is abolished and his/her services are terminated due to excessing shall be given priority consideration for any open position which may become available in the District for which

he/she has the necessary qualifications. The requirements may be waived in cases of temporary position vacancies. All appointments are at the discretion of the District.

- D. Provided the District does not receive a substantial reduction from the prior school year's State aid (defined as more than a 2% reduction to General Fund Operating Aid provided in the prior school year, as per attached illustration from the prior year's State aid) and provided no school building is closed (in which case a reduction equal to the number of building level administrators assigned to the building shall be permitted), no unit member or position shall be terminated due to budgetary reasons (with the exception of an austerity budget resulting from two failed non-super majority budget votes), or due to the abolition of programs from October 6, 2015 until it expires on June 30, 2018. Nothing contained herein shall preclude the District from terminating the services of a probationary or tenured administrator based upon performance as allowed by law. This provision will sunset and be of no further force and effect as of June 30, 2018, at 11:59:59 p.m.

In the event an administrator is excessed pursuant to the conditions set forth in Article VIII, Section D or is excessed after June 30, 2018 the administrator shall be informed no later than April 1<sup>st</sup> of that year.

## **ARTICLE IX PAYROLL DEDUCTIONS**

The Association shall be accorded the privilege of payroll deductions for the Commack Administrative and Supervisory Association, health and dental insurance, an elected tax sheltered annuity plan, payment on loans from New York State Teachers' Retirement System, auto insurance and the Suffolk County Teachers' Federal Credit Union, CASA insurance and CASA dues.

## **ARTICLE X PROFESSIONAL CONFERENCES**

The District will pay reasonable and necessary expenses including fees, meals, lodging and/or transportation costs incurred by the administrators covered by this agreement to attend workshops, seminars, conferences, or other professional meetings which have been approved in advance for the individual by their immediate supervisor and the Superintendent of Schools or his/her designee. Reimbursement will extend to pay the cost of annual professional dues upon submission or receipt for the same, subject to approval of the Superintendent of Schools or his/her designee. In no case may any part of the allocation be used toward payment of any union or association or union affiliation dues.



Normally, a written request with full information relative to the conference shall be submitted thirty (30) calendar days in advance. Members of CASA shall enjoy reimbursement of up to \$2,000 per annum under this article per annum for the life of the contract. The district reserves the right to send CASA members to conferences deemed necessary with reimbursement from the district.

## **ARTICLE XI SALARIES**

### **ADMINISTRATORS' SALARY SCHEDULE**

- A.** Administrators' compensation shall be in accordance with the wage schedule attached hereto.
- B.** The Association shall be consulted as to compensation for any person appointed to an acting or newly created administrative position.
- C.** The new salary schedules for the years 2015-2018 are annexed hereto as Exhibit 1. Effective July 1, 2015, the salary schedule shall be increased by an additional 0.8%. Effective July 1, 2016, the salary schedule shall be increased by an additional 0.7%. Effective July 1, 2017, the salary schedule shall be increased by an additional 0.75%.
- D.** The District shall offer a longevity increment of \$2,800 to all members of CASA who have completed five (5) years of continuous service in the unit; a longevity increment of \$2,800 to all members of CASA who have completed ten (10) years of continuous service in the unit; a longevity increment of \$2,800 to all members of CASA who have completed fifteen (15) years of continuous service in the unit; and a longevity increment of \$2,800 to all members of CASA who have completed twenty (20) years of continuous service in the unit. Said stipends are cumulative and to be paid in the same manner as base salary.
- E.** Members of CASA who receive an earned doctorate shall receive an annual stipend of \$2,000. Members of CASA receiving an earned doctorate during the school year shall have this stipend prorated for that portion of the year in which the doctorate was earned.
- F.** Step advancement within the salary schedule shall occur on July 1<sup>st</sup>.

**ARTICLE XII**  
**CHAIRPERSON'S AND COORDINATOR'S WORKING CONDITIONS**

Department chairpersons and coordinators in the secondary schools shall be assigned a number of classes not to exceed the following:

<u>Number of Staff Members</u> <u>Supervised in the Department</u> (Excluding chairperson)	<u>Maximum Teaching Load</u>
19 or less	2 classes
20 or more	1 class

It is understood that chairperson supervision extends only to teachers, teacher assistants and lab assistants. Any person supervised can only be counted once, with the understanding that individuals may be prorated to more than one department for this purpose. Thus, a teacher assistant may be assigned 0.4 to the math department, and 0.6 to the special education department, such assignment subject to approval of the Superintendent of Schools or his/her designee.

However, for the life of this Agreement, the following number of classes to be taught by the respective administrators shall be in effect:

Coordinator - 1 class

H.S. Guidance - Supervises, psychologists, social workers and nurses

It is agreed that chairpersons of Social Studies, English and Mathematics at the Middle School level will supervise 6<sup>th</sup> grade teachers. The Middle School Language chairperson will supervise 6<sup>th</sup> grade LOTE teachers.

If, in the judgment of the building principal, student, instructional and supervisory needs in a given department can best be met by a reduced teaching load for the chairperson, the principal may, in writing to the Superintendent of Schools or his/her designee, request and explain the desirability of such a reduction.

The granting of approval is reserved to the Superintendent of Schools.

**ARTICLE XIII**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

- A. The Board of Education of the Commack School District, Commack Public Schools, Towns of Huntington and Smithtown, State of New York, in compliance with Chapter 554 of the Laws of 1962 regarding the establishment of grievance procedures for public employees does hereby establish and adopt the following procedures for the orderly settlement of

grievances of employees of the Commack School District, Commack Public Schools, Towns of Huntington and Smithtown, State of New York, to be effective July 1, 1974.

- B.** In order to establish a more harmonious and cooperative relationship between the Board of Education of Commack School District, Commack Public Schools, Towns of Huntington and Smithtown, and its employees, which will enhance the educational program of the Commack School District, Commack Public Schools, Towns of Huntington and Smithtown, State of New York, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.
- C.** School District shall mean the Commack School District, Commack Public School District, Commack Public Schools, Towns of Huntington and Smithtown, State of New York.
- D.** Board of Education shall mean the Board of Education of the Commack Public School District, Commack Public Schools, Towns of Huntington and Smithtown, State of New York.
- E.** Public Employee or employee shall mean any individual represented by CASA who is directly employed and compensated by the School District.
- F.** Grievance means any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee or groups of employees in the exercise of the duties assigned to him/her, or may call attention to the need for a policy.
- G.** It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible state is encouraged.
- H.** An employee, or the CASA, shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- I.** At all stages, hereinafter described, an employee shall have the right to be represented by a person or persons of his/her own choice. The CASA shall have the right to initiate any grievance at any appropriate stage.
- J.** Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- K.** All hearings shall be confidential at the discretion of aggrieved employee or the CASA.

- L. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make determination within the authority delegated to him/her within the time specified in these procedures.
- M. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones. Nothing herein shall be deemed to be in conflict with any other part of the agreement.
- N. Administrator means any employee responsible for or exercising any degree of supervision or authority over another employee.
1. Chief Administrator shall mean the Superintendent of the School District.
  2. Immediate Supervisor shall mean the administrator to whom another employee is directly responsible.
  3. Intermediate Supervisor shall mean the administrator (other than the chief administrator) to whom the immediate supervisor is directly responsible.
- O. Representative shall mean the person or persons designated by the aggrieved employee as his/her counselor to act on his/her behalf.
- P. The District agrees that, in grievances prosecuted by an individual employee, no grievance adjustment or disposition shall be inconsistent with the terms and provisions of this agreement, and that no such grievance hearing shall be held unless the CASA has been afforded notice and an opportunity to be present.
- Q. GRIEVANCE PROCEDURES
1. Informal Stage - The aggrieved employee or CASA shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee or CASA. The immediate supervisor shall render his/her determination to the aggrieved employee or CASA within five school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CASA may proceed to the intermediate stage or formal stage as the case may be.

2. Intermediate Stage - Within five school days after a determination has been made at the preceding stage, the aggrieved employee or CASA may, in writing, present his/her grievance to the intermediate supervisor to whom his/her immediate supervisor is immediately responsible, if such there be, who shall orally discuss the grievance with the aggrieved employee or CASA. The intermediate supervisor shall render his/her determination to the aggrieved employee or CASA within five school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CASA may proceed to the formal stage.

3. a. Formal Stage - Within five school days after a determination has been made by the immediate supervisor or intermediate supervisor, as the case may be, the aggrieved employee or CASA may make a written request to the chief administrator or his/her designee for review and determination. If the chief administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.

b. The chief administrator or his/her designee shall immediately notify the aggrieved employee or CASA immediate supervisor, intermediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him/her within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.

c. If such is requested in the written statement of either party pursuant to paragraph b, above, the chief administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within five school days of receipt of the written statement pursuant to paragraph b.

d. The chief administrator or his/her designee shall render his/her determination within ten school days after the written statements pursuant to paragraph b have been presented to him/her.

**R. Advisory Arbitration Procedure**

1. If the grievance has not been satisfactorily resolved in the above stages, either party to this agreement (the Board or the

CASA and no other person) may, within five school days of the determination required by Q.3.d., above, make a written demand for arbitration to the Public Employment Relations Board in accordance with its Rules and Procedures then prevailing. The arbitrator so appointed must be mutually approved by the parties to this agreement.

2. Such arbitration shall be advisory and not binding upon both parties.

3. All expenses shall be equally divided by the parties to this agreement.

4. This stage of the grievance procedure shall apply only to grievances arising out of disputes concerning the meaning, interpretation or application of the terms and provisions of this agreement without regard to Section F above.

5. All advisory arbitration shall be held within the geographical boundaries of the District.

#### ARTICLE XIV DURATION

This agreement shall remain in effect from July 1, 2015, to and including June 30, 2018.

For the Board of Education:

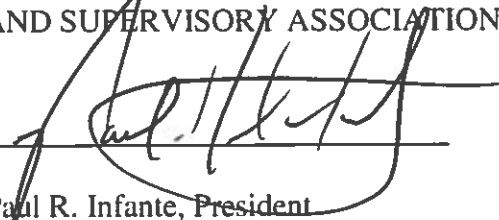


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Steven Hartman, President  
Commack Board of Education  
Association

3/3/16  
Date

For the COMMACK ADMINISTRATIVE  
AND SUPERVISORY ASSOCIATION:



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Paul R. Infante, President  
Commack Administrative & Supervisory

3.4.16  
Date



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Donald James, Ed.D.  
Commack Superintendent of Schools

3/10/16  
Date

## APPENDIX A

### CONTRIBUTORY LIFE INSURANCE PLAN SUMMARY

<u>Annual Rate of Basic Earnings</u>	<u>Term of Continuous Service</u>	<u>Amount of Group Life Insurance</u>
\$15,000 or more	20 years or more	\$29,000
	15 years but less than 20 yrs.	26,100
	10 years but less than 15 yrs.	23,200
	5 years but less than 10 yrs.	20,300
	3 years but less than 5 yrs.	17,400
	Less than 3 years	14,500
\$10,000 but less than \$15,000	20 years or more	\$26,100
	15 years but less than 20 yrs.	23,200
	10 years but less than 15 yrs.	20,300
	5 years but less than 10 yrs.	17,400
	3 years but less than 5 yrs.	14,500
	Less than 3 years	11,600
Less than \$10,000	20 years or more	\$23,200
	15 years but less than 20 yrs.	20,300
	10 years but less than 15 yrs.	17,400
	5 years but less than 10 yrs.	14,500
	3 years but less than 5 yrs.	11,600
	Less than 3 years	8,700

In addition to the above, each administrator will receive group life insurance equal to his/her annual salary.

## APPENDIX B

### CONTRIBUTORY - LONG TERM DISABILITY PLAN SUMMARY

#### INSURANCE SCHEDULE

The amount of insurance for each insured employee shall be determined from the table below:

<u>Each Employee</u>	<u>Monthly Benefit* Amount</u>
(Provided such employee is actively at work on the date his insurance becomes effective, otherwise, the day following his return to active work.)	66 2/3% of Basic Monthly Earnings, subject to a maximum of \$5,000 and a

MAXIMUM BENEFIT PERIOD TO age 70 for accident: to age 70 for sickness PER PERIOD OF DISABILITY.

WAITING PERIOD: 90 calendar days

\*Note: THE MONTHLY BENEFIT PAYABLE WILL BE REDUCED BY THE AMOUNT OF ANY "OTHER INCOME."

#### DEFINITION OF ELIGIBLE EMPLOYEES

The term "employee" shall mean each of the Employer's full-time employees regularly working on any annual salary at the Employer's usual place of business who is an administrator.

This disability insurance program will be paid by members of CASA through dues deduction.



**APPENDIX C  
LEAVE ALLOWANCE REGULATIONS**

Entitlement Exceeded Or  
Absence Not Approved

<u>A. Special Conditions</u>	<u>Entitlement</u>	<u>Deduction</u>	<u>Entitlement Exceeded Or Absence Not Approved</u>
<p>1. Annual Leave: (For all purposes listed under this Appendix)</p>	<p>Sixteen (16) days per year unlimited accumulation. 12 month employees shall be entitled to eighteen (18) days per year with unlimited accumulation. Effective 7/1/92, New Hires shall be entitled to: 16 days (12 months) 14 days (10 3/4 10 1/2 months)</p>		
<p>2. Definition of terms: Days - Only days on which school is in session. Except as noted under Military Leave.</p>			
<p>3. Personal Illness: Submission of MD certificate explaining nature of illness more than five consecutive days</p>	<p>Any unused part of accumulated allowance</p>	<p>Sick time to be deducted on a "sick day for working day" basis from accumulated allowance</p>	<p>1/200th of yearly salary for each day of absence</p>
<p>4. Special Medical Treatment or Examinations: Approved only if treatment or examination can only be obtained during working hours</p>	<p>Number of days necessary</p>	<p>Number of days to be deducted from accumulated allowance</p>	<p>Same as above</p>

<u>Special Conditions</u>	<u>Entitlement</u>	<u>Deduction</u>	<u>Entitlement Exceeded Or Absence Not Approved</u>
5. Quarantine: On doctor's order due to illness caused by a contagious disease of resident member of household.	Duration of quarantine as determined by doctor or medical inspector	Same as above	Same as above
6. Moving: Approved only if moving must take place during regular working hours. Notify immediate superior in writing in advance	One day per year	Same as above	Same as above
7. Professional or Civil Service Examinations: Approved only if the examination must take place during regular working hours. Notify immediate superior in writing in advance	Two days per year	Same as above	Same as above
8. Graduation of Husband, Wife, or Children: Approved only for actual day of graduation, if such exercise takes place during regular working hours. Notify immediate superior in writing in advance	One day per year per graduation	Same as above	Same as above

<u>Special Conditions</u>	<u>Entitlement</u>	<u>Deduction</u>	<u>Entitlement Exceeded Or Absence Not Approved</u>
9. Jury Duty: Notice of Jury Duty must be submitted to appropriate administrator	Number of days required	Jury fee deducted from regular salary on per diem basis for appearance on federal jury only.	Not applicable
10. Court Appearance: Notify immediate superior in writing in advance:			
a) if school district is involved and employee is a party or witness to the action; or	a) number of days necessary	No deduction from accumulated allowance for (a) preceding	Not applicable
b) if employee is involved as a plaintiff, defendant, witness in an action not involving the school district	b) number of days necessary	Number of days absent deducted from accumulated allowance, with deductions from salary equal to witness fees for (b) preceding	1/200th of yearly salary for each day of absence
11. Closing Title to Home: Approved if closing title to home must take place during regular working hours	One day	Deducted from accumulated allowance	Same as above

<u>Special Conditions</u>	<u>Entitlement</u>	<u>Deduction</u>	<u>Entitlement Exceeded Or Absence Not Approved</u>
12. Illness in immediate family, relations or substitute parents, as defined:			
a) immediate Family is defined as spouse, children, employee's mother, father, sister or brother	a),b) and c): Time off may be granted for a reasonable time at the discretion of the Supt. of Schools	Deducted from accumulated allowance	Same as above
b) Relation is defined as grandparents, mother/father-in-law		Deducted from accumulated allowance	Same as above
c) Substitute parent applies when the employee has lived with this person for at least twelve consecutive months		Deducted from accumulated allowance	Same as above
A physician's statement will be required if the employee's presence was required and exceeds the number of days allowed due to illness in immediate family, substitute parent or due to relations' illness.			

<u>Special Conditions</u>	<u>Entitlement</u>	<u>Deduction</u>	<u>Entitlement Exceeded Or Absence Not Approved</u>
13. Death in Immediate Family or Relations as defined: Defined same as a, b and c, immediately preceding, with the addition of items d and e.	a) Immediate Family b) Relations c) Substitute Parent/Maximum up to five days per death d) Brothers-in-law, sisters-in-law e) Aunts, Uncles/Maximum - one day per death	No deduction  No deduction	Same as above
14. Personal Reasons	Maximum number of days per year--three days. Personal days may not be utilized on days immediately preceding or following vacation or holiday periods of two or more days duration except upon approval of the Supt. of Schools or designee	Deducted from allowance	Same as above
15. Professional Visitation/Meeting Outside School District: Request approval in writing in advance. Approval must be granted by the appropriate administrator and the Supt. of Schools.	Confined to area of subject employment or specialty	No deductions	Not applicable

<u>Special Conditions</u>	<u>Entitlement</u>	<u>Deduction</u>	<u>Entitlement Exceeded Or Absence Not Approved</u>
16. Religious Holidays: Only days generally accepted by religious faith involved as days which should be observed by staying away from work. Notify the appropriate administrator in writing, in advance.	Maximum: number of appropriate days per year	Deducted from accumulated allowance	Same as above
17. Exchange Teaching, Scholarships, etc.: Application in writing to the Supt. of Schools and Board of Education with at least 60 days notice. Applicant must have served in school district at least three years, or less at the discretion of the Board.	At the discretion of School Board	No deduction	Without pay
18. Personal/Family leave: Administrator notifies Supt. of Schools, if need for leave is foreseeable, at least 30 days prior to the date when the leave is to begin, with a copy to the immediate supervisor.	A personal leave will be given at the discretion of the Board of Education. Normally, all personal leaves will be one year in duration. A family leave can be up to one year in duration. Administrators will be granted one year's leave of absence without pay renewable for one additional year upon application to the Superintendent of Schools and approval of the Board of Education. If the Administrator		

Entitlement Exceeded Or  
Absence Not Approved

Deduction

Entitlement

plans to return, written notice shall be given to the Superintendent of Schools not later than 90 days prior to the expiration of the leave of absence. This article will comply with all applicable federal and state laws.

Pursuant to Military Law

No deductions

Pursuant to Military Law

See special provisions under entitlement

No deduction to extent of reserve allowance available

Commencing second year of employment, 30 days (or more at the discretion of the Board of Education) reserve allowance is credited for use in case of special conditions. Employee will replace number of days used from reserve allowance in following manner. At the end of each school year, the number of days remaining in regular entitlement will not accumulate, but will be used to replace reserve days formerly used.

Special Conditions

19. Military Leave:

20. Extended Personal Illness:

Special Conditions:  
Continuous illness or disability prohibiting duty beyond accumulated allowance. Request in writing supported by M.D. certificate indicating probable date of return to duty. Medical examination performed by school physician if required by Supt. of Schools.

Entitlement Exceeded Or  
Absence Not Approved

Deduction

Entitlement

If employee resigns before all days have been replaced, employee will have deducted from final pay, sum equal to pay for days not replaced at rate of 1/200th of annual salary at time reserve was used x number of days. If employee leaves district after receiving final pay, he is required to reimburse District at same rate as defined above. The Board in its discretion may waive the requirement of repayment of sick days.

**B. Workers' Compensation**

Whenever a bargaining unit member is absent and unable to perform his/her duties as a result of personal injury sustained during the course of his/her employment, he or she will be entitled to a leave bank reimbursement of all lost days to a maximum of thirty (30) per accident/injury.



**APPENDIX D  
TERMINAL LEAVE AND ALLOWANCE**

1. The existing sick-pay buyouts at retirement shall be modified as follows:
  - a) Administrators appointed after December 1, 1999, and obtaining tenure who retire from service in the District will be entitled to convert their unused accumulated sick leave at the ratio of one day's pay for three day's leave at the administrator's then current salary rate, including any and all stipends paid under this Agreement. Each day of payment shall be paid at the rate of 1/200<sup>th</sup> of the employee's annual salary. There is no cap on the number of sick days that CASA members hired prior to July 1, 2007 may accumulate or be compensated for upon retirement or termination.
  - b) Administrators appointed on or after July 1, 2007, and obtaining tenure who retire from service in the District will be entitled to convert a maximum of 350 days of unused accumulated sick leave at the ratio of one day's pay for three day's leave at the administrator's then current salary rate, including any and all stipends paid under this Agreement. Each day of payment shall be paid at the rate of 1/200<sup>th</sup> of the employee's annual salary.
2. Administrators who retire or leave the employment of the district will be entitled to payment for unused accumulated vacation days at the administrator's then current salary at the rate of 1/200<sup>th</sup> of his/her salary for each day, up to a maximum of forty (40) days. Administrators having more than forty (40) accrued vacation days as of June 30, 1996, may retain any excess days. Any days accumulated above that number must be taken as vacation days or they will be lost.
3. Tenured administrators/supervisors who are excessed and are not reemployed by the district in another teacher and/or administrative capacity will receive compensation for their unused accumulated sick leave at the ratio of one day's pay for three days' leave. Administrators who are excessed and reappointed to a probationary position shall retain this right if they resign or are terminated prior to receipt of tenure or recall.
4. A CASA member who resigns after twenty years of service in the district will be entitled to convert unused accumulated sick leave at the ratio of one day's pay for three days' leave at the last annual salary rate.
5. The benefits specified herein shall accrue to the estate or beneficiary of a tenured CASA member who dies while in service.
6. Normally, the payment of terminal leave will be made within thirty days after the effective date of retirement and will be paid based on the last annual salary. An employee will have the option of having payment of terminal leave in a lump sum or payable at stated intervals within one (1) year.

7. Administrators may submit their resignation three (3) years prior to the actual retirement date. These persons will receive payment for their unused accumulated leave as enumerated in Appendix D above, spread over those last three (3) years.

**APPENDIX E**  
**NON ELECTIVE DEFERRALS**

1. **No Cash Option.** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitation.** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

The Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution.

3. **403(b) Accounts.** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions and completes the appropriate hold harmless agreement provided by the Employer. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. **Tier I Adjustments.** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Appendix shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. This Appendix shall further be subject to the approval of the 403(b) Provider, which shall review this Appendix solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company (“ILIAC”) agrees to provide the Employer with ILIAC’s standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant’s Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
8. **Employer Non-elective Contribution Equal to Termination Pay.** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer’s contribution for each eligible employee shall equal the value of each such employee’s accumulated sick leave days, determined in accordance with Appendix D of this Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code for the year in which the employee severs employment. The employer shall deposit the contribution no later than fifteen (15) business days following the employee’s severance date.

**APPENDIX F  
MISCELLANEOUS**

1. In each contract year, CASA members will begin to receive payment during the last week of August except for those employed on a twelve-month basis.
2. In the event that an administrator has exhausted his/her sick leave and the administrator leaves employment with the District prior to completing the full school year, but having utilized vacation time, salary reimbursement will be due the District from the employee on a prorated basis.
3. The school district recognizes that one of its assets is its inventory of experienced administrators, principals, and department chairpersons and when, because of a closing of a school or curtailment of enrollment, it is necessary to abolish certain administrative positions or principal positions, the District will endeavor to retain said administrators where possible and when allowable by law to retain the administrators or principals as a teacher. In the event of a school closing at the end of the school calendar year, that is, June 30, then a principal affected by the consequent layoff shall be employed for a minimum period of one month to close out the affairs of that school.
4. When called upon to act in a superior position for 20 working days, the "acting" person shall receive the differential between his/her salary and the position he/she is functioning within and, further, that differential shall be retroactive to the date of effective service.
5. The Chairperson of Physical Education, if one is appointed, shall be paid an additional stipend of \$1,500 per annum in recognition of the extended workday and the additional responsibilities inherent in the role.
6. Chairpersons shall have the opportunity to recommend personnel for additional supervisory assistance. Such recommendation shall be subject to approval of the Building Principal, Superintendent of Schools, and Board of Education.
7. Effective July 1, 2015, administrators who are required to attend workshops outside of the teachers' regular workday shall be compensated as follows for their attendance:

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
<b>Attending Workshop</b>	<b>\$70.73</b>	<b>\$71.22</b>	<b>\$71.76</b>
<b>Conducting Workshop</b>	<b>\$100.20</b>	<b>\$100.90</b>	<b>\$101.66</b>

The compensation set forth herein applies only to workshop attendance and presentations and not to other types of meetings. The stipends set forth in this section shall be adjusted annually during the period of this Agreement in accordance with increases in base pay.

8. Effective July 1, 2015, members of CASA who attend overnight student events approved by the District shall be paid at a daily rate for each approved day. The stipends set forth in this section shall be adjusted annually during the period of this Agreement in accordance with increases in base pay.

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
<b>Overnight Student Event</b>	\$324.17	\$326.44	\$328.89

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement executed this \_\_\_\_ day of October, 2015, between the negotiating committees of the Commack Administrative and Supervisory Association (the "Association") and the Board of Education of the Commack Union Free School District (the "Board") extends and modifies the Agreement between the parties which will expire on June 30, 2018 (the "Prior Agreement"). Except as modified herein, the provisions of the Prior Agreement shall remain in full force and effect. This Memorandum of Agreement is subject to ratification by the Association's membership and by the Board of Education (the "Board"). The term of this Agreement shall be for three (3) years effective retroactive from July 1, 2015 to June 30, 2018.

**1. Article XI, Section C**

Amend Article XI, Section C to read as follows:

- C. The new salary schedules for the years 2015-2018 are annexed hereto as Exhibit 1.  
 Effective July 1, 2015, the 2015-2016 salary schedule shall be increased by an additional .8%.  
 Effective July 1, 2016, the 2016-2017 salary schedule shall be increased by an additional 0.7%.  
 Effective July 1, 2017, the 2017-2018 salary schedule shall be increased by an additional 0.75%.

**2. Article XI, Section F**

Delete and replace with the following:  
Step advancement within the salary schedule shall occur on July 1<sup>st</sup>.

**3. Article XV, Section E**

Delete and remove as per sunset language

The signatories for the District will recommend ratification to the Board. The signatories for the Association will recommend ratification to their members.

For the Board of Education

For the COMMACK ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

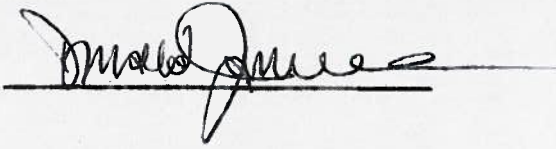




10/16/15  
Date

10.21.15  
Date

This Memorandum of Agreement was approved by the members of the Commack Administrative and Supervisory Association at its meeting of October 5, 2015.



This Memorandum of Agreement was approved by the Board of Education at its meeting of October 15, 2015.

  
District Clerk

Salary Schedule with step & .80%,.70%,.75% for 15-16, 16-17, 17-18 (% increase as of July 1 of each year listed)

Elem. Asst. Principal (10 3/4 month)	2015-16 (7/1/15-6/30/16)	2016-17 (7/1/16-6/30/17)	2017-18 (7/1/17-6/30/18)
90% Elementary Principal			
Increase Percentage	0.80	0.70	0.75
Step 1	133773	134709	135719
Step 2	136604	137560	138592
Step 3	139436	140412	141465
Step 4	142267	143263	144337
Step 5	145098	146113	147209
Step 6	147928	148964	150081
Step 7	150758	151814	152952
Step 8	153589	154664	155824
Step 9	156421	157516	158698
Step 10	159252	160367	161569

Elem. Principal (10 3/4 month)	2015-16 (7/1/15-6/30/16)	2016-17 (7/1/16-6/30/17)	2017-18 (7/1/17-6/30/18)
90% HS Principal			
Step 1	148638	149678	150801
Step 2	151782	152844	153990
Step 3	154929	156013	157183
Step 4	158073	159179	160373
Step 5	161221	162349	163567
Step 6	164363	165514	166755
Step 7	167511	168684	169949
Step 8	170655	171850	173139
Step 9	173802	175019	176332
Step 10	176946	178185	179521

MS Asst. Principal (12 month)	2015-16 (7/1/15-6/30/16)	2016-17 (7/1/16-6/30/17)	2017-18 (7/1/17-6/30/18)
90% MS Principal			
Step 1	142691	143690	144768
Step 2	145710	146730	147831
Step 3	148729	149770	150894
Step 4	151750	152813	153959
Step 5	154769	155853	157022
Step 6	157789	158894	160086
Step 7	160809	161935	163149
Step 8	163829	164976	166213
Step 9	166849	168017	169277
Step 10	169868	171057	172340

MS Principal (12 month)	2015-16 (7/1/15-6/30/16)	2016-17 (7/1/16-6/30/17)	2017-18 (7/1/17-6/30/18)



**96% HS Principal**

Step 1	158546	159656	160854
Step 2	161900	163033	164256
Step 3	165258	166414	167662
Step 4	168611	169791	171065
Step 5	171967	173171	174469
Step 6	175321	176549	177873
Step 7	178678	179929	181278
Step 8	182032	183306	184681
Step 9	185387	186685	188085
Step 10	188743	190064	191490

**HS Asst. Principal (12 month)**

2015-16 (7/1/15-6/30/16) 2016-17 (7/1/16-6/30/17) 2017-18 (7/1/17-6/30/18)

**90% HS Principal**

Step 1	148638	149678	150801
Step 2	151782	152844	153990
Step 3	154929	156013	157183
Step 4	158073	159179	160373
Step 5	161221	162349	163567
Step 6	164363	165514	166755
Step 7	167511	168684	169949
Step 8	170655	171850	173139
Step 9	173802	175019	176332
Step 10	176946	178185	179521

**HS Principal (12 month)**

2015-16 (7/1/15-6/30/16) 2016-17 (7/1/16-6/30/17) 2017-18 (7/1/17-6/30/18)

**100%**

Step 1	165153	166309	167556
Step 2	168647	169828	171102
Step 3	172142	173347	174647
Step 4	175637	176866	178193
Step 5	179133	180387	181740
Step 6	182627	183906	185285
Step 7	186122	187425	188831
Step 8	189617	190944	192376
Step 9	193113	194464	195923
Step 10	196608	197985	199470

**Asst. Director (10 3/4 month)**

2015-16 (7/1/15-6/30/16) 2016-17 (7/1/16-6/30/17) 2017-18 (7/1/17-6/30/18)

**90% Director; 81% HS Prin.**

Step 1	133774	134710	135720
Step 2	136604	137560	138592
Step 3	139436	140412	141465
Step 4	142267	143263	144337

Step 5	145098	146113	147209
Step 6	147928	148964	150081
Step 7	150758	151814	152952
Step 8	153589	154664	155824
Step 9	156421	157516	158698
Step 10	159252	160367	161569

<b>Directors (12 month)</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
	<b>(7/1/15-6/30/16)</b>	<b>(7/1/16-6/30/17)</b>	<b>(7/1/17-6/30/18)</b>

**90% HS Principal**

Step 1	148638	149678	150801
Step 2	151782	152844	153990
Step 3	154929	156013	157183
Step 4	158073	159179	160373
Step 5	161221	162349	163567
Step 6	164363	165514	166755
Step 7	167511	168684	169949
Step 8	170655	171850	173139
Step 9	173802	175019	176332
Step 10	176946	178185	179521

<b>Coordinator (10 3/4 month)</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
	<b>(7/1/15-6/30/16)</b>	<b>(7/1/16-6/30/17)</b>	<b>(7/1/17-6/30/18)</b>

**90% Director; 81% HS Prin.**

Step 1	133773	134709	135719
Step 2	136604	137560	138592
Step 3	139436	140412	141465
Step 4	142267	143263	144337
Step 5	145098	146113	147209
Step 6	147928	148964	150081
Step 7	150758	151814	152952
Step 8	153589	154664	155824
Step 9	156421	157516	158698
Step 10	159252	160367	161569