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CONTRACT

Between

BOARD OF EDUCATION

SMITHTOWN CENTRAL

SCHOOL DISTRICT

Smithtown, New York

And

SMITHTOWN SCHOOLS

ADMINISTRATORS

ASSOCIATION

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2004-2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

Pursuant to the provisions of Chapter 392 of Laws of 1967 of the State of New York, this Agreement is made and entered into by and between the BOARD OF EDUCATION OF THE SMITHTOWN CENTRAL SCHOOL DISTRICT AND THE SMITHTOWN SCHOOLS ADMINISTRATORS' ASSOCIATION.

ARTICLE I - RECOGNITION

A. The Board recognizes the Association for purposes of collective negotiations and agrees to negotiate with said Association as the exclusive representative of all High School Principals, Freshman Campus Principals, **Secondary Principals**, Intermediate School Principals, Middle School Principals, Elementary School Principals, Assistant High School Principals, Assistant Secondary School Principals, Assistant Intermediate School Principals, Assistant Middle School Principals, Elementary Assistant Principals, **Directors**, Director of Guidance, **Assistant Directors**, Department Chairpersons, and the Administrator for Special Education and Special Services, the Assistant Administrator for Special Education and Special Services, **the Administrator for Grants and Human Resources**, the Coordinator for Physical Education and Athletics, the District Chairperson for Instructional Media Services and the Secondary Chairperson of Practical and Fine Arts, **and the Chairperson for Career and Technical Education**, with respect to salaries, wages, hours and other terms and conditions of employment and in the resolution of grievances arising thereunder.

B. Terms

1. The word "District" as used in this Agreement shall mean THE SMITHTOWN CENTRAL SCHOOL DISTRICT.
2. The word "Board" as used in the Agreement shall mean THE BOARD OF EDUCATION OF THE SMITHTOWN CENTRAL SCHOOL DISTRICT.
3. The word "Superintendent" as used in this Agreement shall mean THE SUPERINTENDENT OF SCHOOLS OF THE SMITHTOWN CENTRAL SCHOOL DISTRICT.
4. The words "Association" or "SSAA" as used in this Agreement shall mean THE SMITHTOWN SCHOOLS ADMINISTRATORS' ASSOCIATION.
5. The word "Administrator(s)" shall mean all occupants of those positions specified in Part A above.

C. No Strike

The Association affirms that it will not strike, that it will not assist or participate in a strike, and that it will in no way encourage or impose an obligation upon its members to conduct, assist, or participate in a strike in the school district.

ARTICLE II - ASSOCIATION RIGHTS

- A. It is agreed that the District shall make available to the association, as soon as practicable, any information which the SSAA feels is needed to develop its collective bargaining proposals when such information is of a public nature and is not personal, confidential or privileged.

It is agreed that the Association shall make available to the District, as soon as practicable, any information which the District feels is needed to develop its collective bargaining proposals when such information is of a public nature and is not personal, confidential or privileged.

- B. The District agrees not to significantly change the duties of any Administrator without prior notification to and consultation with the Association's leadership in order to afford an opportunity to the Association to make their views and positions known to the District concerning such changes, except in the following instances:

1. Where an elementary school building's enrollment (as of September 15th) falls below 400 students, the Principal of such building may, at the Superintendent's sole discretion, be required to perform additional administrative duties and responsibilities.
2. Where an intermediate school building's enrollment (as of September 15th) falls below 700 students, and the Board determines to retain two (2) Administrators at such building, the building Assistant Principals may, at the Superintendent's sole discretion, be required to perform additional administrative duties and responsibilities.
3. Where a high school building's enrollment (as of September 15th) falls below 1200 students, and the Board determines to retain two (2) Assistant High School Principals at such building, the least senior Assistant Principal may, at the Superintendent's sole discretion, be required to perform additional administrative duties and responsibilities.

4. Where a high school building's enrollment (as of September 15th) falls below 1,750 students, and the Board determines to retain three (3) Assistant High School Principals at such building, the least senior Assistant Principal assigned to the building may, at the Superintendent's sole discretion, be required to perform additional administrative duties and responsibilities.
- C. The District shall have copies of this contract printed and distributed to all Administrators at no cost or expense to the Association.
- D. The District shall provide each Administrator with an up-dated copy of the District's By-Laws and Rules-Policies and By-Laws and Rules-Standard Uniform Practices (S.U.P.) and any revisions as they are adopted. All Administrators are responsible to know the contents of these documents and to perform in conformance with such policies and practices and as they are changed from time to time.
- E. The Association shall not be denied the reasonable use of the District's inter-office mail system, including mailbox use privileges.
- F. The Association shall not be denied reasonable use of District building facilities for Association meetings, provided that application is made through proper channels.
- G. The District shall supply the Association with seniority lists annually.
- H. The District shall supply, as soon as practicable, a line by line proposed budget to the Association for the coming school year.
- I. The District shall supply the Association with reports on member use of periodic sick and personal leave on an annual basis.
- J. The District shall supply the Association with a copy of the approved minutes of each Board of Education meeting.
- K. The Superintendent and the President of the S.S.A.A. shall meet with some regularity throughout the school year to discuss matters of mutual interest to the District and the Association.
- L. Prior to the Board's formal approval of the school calendar, the Association shall be afforded an opportunity to discuss same with the Superintendent or his designee.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition of a Grievance - A grievance shall mean a complaint by an Administrator or group of Administrators that there has been a violation or misinterpretation of a provision(s) of this Agreement or that he/she or they have been treated unfairly by reason of any act or condition which is contrary to written policies of the Board of Education. Additionally, a grievance shall mean a complaint by the Association that there has been a violation or misinterpretation of Article II of this Agreement.

B. Initiation of a Grievance - Every effort should be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must be presented in writing using the form as outlined in Appendix A. (All items must be completed and be specific.)

A grievance shall be deemed waived and barred from the procedures as set forth below if the grievance is not formally presented within thirty-five (35) school days from the date it arose or the date the grievant should have been aware of the facts giving rise to the grievance.

C. Grievance Procedure - An individual or group of individuals, or the Association with reference to Article II only, claiming a grievance, may pursue a grievance through as many of the following steps as he/she or they wish. Informal settlements at any stage shall bind the parties to the settlement but shall not be precedence in a later grievance proceeding.

1. Level 1 - An informal hearing shall be held.

a. The grievant Administrator and/or his/her representative shall arrange for a hearing with the appropriate Administrator to hear and make a determination in the matter.

b. The appropriate Administrator shall render a written decision on the matter within five (5) school days after the informal hearing has been concluded.

c. The grievant Administrator may appeal to the Superintendent the decision rendered pursuant to (b.) above by formally presenting a written grievance as specified in "B. Initiation of a Grievance."

2. Level 2 - A formal hearing and determination by the Superintendent or his/her designee.
 - a. The Superintendent or his/her designee shall arrange for a hearing within ten (10) school days after receipt of the formal written grievance.
 - b. The Superintendent or his/her designee shall render a written decision within five (5) school days after the Superintendent's hearing has been concluded.
 - c. The aggrieved Administrator may, within fifteen (15) school days following receipt of the Superintendent's or his/her designee's decision, appeal to the Board of Education.
3. Level 3 - A hearing by the Board of Education and final determination.
 - a. Upon receipt of an appeal from a Level 2 determination, the Superintendent shall arrange for a hearing on the matter to be held by the Board of Education with at least five (5) Board members present.
 - b. The Board shall hold the hearing within twenty-five (25) school days after receipt of the appeal from the Level 2 determination.
 - c. The Board of Education shall render a final decision on the matter within twenty (20) school days after the conclusion of the hearing cited above.

Such determination by the Board of Education shall be final and binding on all parties concerned.

ARTICLE IV - REDUCTION OF ADMINISTRATIVE STAFF

- A. In the event an Administrator is excessed, the affected Administrator shall be given an opportunity to fill any existing vacancy where the Superintendent determines that the affected Administrator is capable of performing the duties of such vacancy and the Administrator is properly certified to fill such position. This provision shall be interpreted in accordance with the tenure and seniority rights of other District employees.

- B. Excessed Administrators for whom no alternative position is available shall have their insurance benefits (health, extended major medical, dental, life, and disability) continued for a period of twelve (12) months from the effective date of termination where such continuation is not prohibited by state statute or regulation. Should such excessed Administrator become employed elsewhere prior to the conclusion of the twelve (12) month period cited above, his/her insurance benefits shall cease to be paid for by the District on the first day of the next month immediately following the excessed Administrator's commencement of employment elsewhere.

ARTICLE V - TRANSFERS

- A. Transfers, to the extent practicable, shall be based upon voluntary application.
- B.
 - 1. Except in an emergency or unusual circumstance, the Superintendent shall make a reasonable effort to inform the individual(s) affected in writing thirty (30) days prior to the effective date of the transfer(s).
 - 2. An Administrator who is involuntarily transferred and who formally requests that the reasons for said transfer be set forth in writing, shall be granted a meeting with the Superintendent to discuss the matter. Immediately following such discussion, the Superintendent shall provide such Administrator the reasons in written form, if the affected Administrator maintains his/her request at the conclusion of the meeting. Where practicable, such meeting shall take place before the transfer is effected, but in the event this is not feasible, such meeting shall take place as soon as possible following such transfer.
 - 3. The Association shall have the opportunity to represent the Administrator at the meeting with the Superintendent, if the Administrator requests such representation.

ARTICLE VI - VACANCIES

- A.
 - 1. Whenever an administrative vacancy shall occur in the District, the position shall be publicized by a posting in the Administration Building and in each school building. The notice shall set forth a general description of the duties, and shall include the required certification, qualification, salary range and the last date for the filing of applications.

2. Except for emergency situations, when school is in session such notice shall be posted as far in advance as practicable but not less than ten (10) school days before such last date for filing.
- B.
 1. An applicant covered by this Agreement shall receive a letter acknowledging receipt of his/her application.
 2. An applicant covered by this Agreement shall be notified as to the disposition of his/her application.
 - C. A person who accepts an appointment to an administrative position on a Regular Substitute basis shall be governed by the terms of this Agreement.
 - D. Where the District determines to fill a school building administrative vacancy, Administrators covered by this Agreement appropriate to the situation shall participate in the screening process.

ARTICLE VII - ADMINISTRATOR FILES

Official Administrator personnel files shall be maintained under the following conditions:

- A. A copy of any material critical of an Administrator's performance, abilities, character or reputation shall be forwarded to the involved Administrator at the time such material is entered into his/her official personnel file. Upon receipt of such copy, the involved Administrator shall acknowledge that he/she has read such material by affixing his/her signature to that copy and returning same, after having made another copy for his/her personal files, to the Personnel Office for inclusion in his/her official personnel file. Such signature shall in no way indicate agreement with the contents of such material.
- B. The Administrator shall have the right to respond in writing within thirty (30) days after receipt of the copy of the material cited above, and his/her response shall be attached to the file copy.
- C. Should an administrator question any such critical material placed in his/her personnel file, he/she may resort to the following procedure:
 1. Inform the Superintendent or his/her designee which specific document is being challenged.

2. Request in writing that the document be withdrawn from his/her personnel folder and present in writing all reasons supporting such request.
 3. The Superintendent or his/her designee shall render a decision on the matter within ten (10) school days. Should the decision be made to withdraw the challenged material, such document and all related correspondence shall be eliminated from the file.
 4. Should an Administrator remain unsatisfied after the Superintendent or his/her designee has rendered a decision, the challenge may then be presented as a formal grievance subject to the grievance procedures as set forth in Article III.
- D. Upon the request of an Administrator, an appointment shall be made for such Administrator to examine the contents of his/her personnel file. The examination shall be made in the presence of a person designated by the Superintendent. Privileged or confidential information relating to an Administrator's past employment or schooling shall not be subject to such examination.
- E. No one shall examine the contents of an Administrator's personnel file without the specific permission of the Superintendent or his/her designee.
- F. An Administrator's personnel file shall not be removed from school district premises without the written permission of the Superintendent. A copy of such permission shall be kept in the Administrator's personnel file and in the Personnel Office's general file. A copy of such permission shall also be forwarded to the involved Administrator.

ARTICLE VIII - EMPLOYEE PROTECTION

- A. The District shall provide legal services required of an Administrator for defense of such Administrator in proceedings brought against him/her for acts of such Administrator which were legally performed in accordance with his/her duties, responsibility, and authority as defined by the Board of Education.
- B. Any case of assault, threat of physical injury, or harassment upon an Administrator in the course of his/her duties shall be promptly reported to the Board of Education and the Superintendent of Schools. The District

shall thereafter render all reasonable assistance to the Administrator in connection with handling of the incident by law enforcement and judicial authorities.

- C. Should a complaint be lodged against an Administrator, the District agrees to notify the Administrator of the complaint. If an action that would be adverse to the Administrator's professional standing or reputation is contemplated, no decision to take an action shall be made by the District until the involved Administrator has been given an opportunity to meet with the complainant and the Superintendent or his/her designee. Such Administrator shall also have the right to be accompanied by an Association representative at such meeting, but such representative shall be strictly limited to advising the Administrator in such a manner as not to adversely impact the complainant.

ARTICLE IX - NOTICE OF TERMINATION TIE BREAKING PROCEDURES

- A. In the event the District determines to abolish an administrative position and an Administrator shall be affected thereby, such Administrator shall be forwarded written notification of the contemplated termination at the earliest possible date but not later than four (4) months prior to the effective date of abolishment and termination.
- B. Where Administrators are to be excessed in a given tenure area, and a group of Administrators have the same seniority in that tenure area, the following sequence shall be used to break these ties:
 - 1. The person with the longest continuous service in the District, in any capacity, shall be deemed the most senior. Leaves with pay shall not be considered a break in continuous service.
 - 2. Where ties still remain, the person with the earliest date of appointment by the Board of Education will be deemed most senior.

ARTICLE X - WORK ASSIGNMENTS

- A. Annual Work Schedule for Administrators
 - 1. Building Administrators (Principals, Assistant Principals, and Department Chairpersons) shall work those days as prescribed by the Board via the adopted school year calendar, and those weekdays,

except holidays, from September 1st to the opening of school each year and from the last day of school to and including June 30th each year. All SSAA employees shall be considered twelve (12) month employees with adherence to the work schedule below.

High School Principals, Freshman Campus Principals, Intermediate School Principals, Middle School Principals, Assistant High School Principals, Assistant Secondary School Principals, Assistant Intermediate School Principals, Assistant Middle School Principals, **Directors**, Director of Guidance, and the District Chairperson for Instructional Media Services shall, in addition to the above defined work days, work ten (10) weekdays from July 1 through mid-August and shall work the last ten (10) weekdays of August each year.

Department Chairpersons, **Chairperson for Career and Technical Education**, **Assistant Directors**, and the Secondary Chairperson of Practical and Fine Arts, in addition to the stipulation of the first paragraph of this section, shall work the last ten (10) weekdays in August each year and five (5) additional days, or portions thereof totaling five (5) days, throughout each year as determined by their superiors.

Elementary Principals and Elementary Assistant Principals, in addition to the stipulations of the first paragraph of this section, shall work the last ten (10) weekdays in August each year.

All Administrators cited above in Section X, A-1, shall receive paid vacation days between July 1 and August 31 in conformity to the work schedules above. These days will not be cumulative.

2. Central Office Administrators (Administrator for Special Education and Special Services, Assistant Administrator for Special Education and Special Services, **Administrator for Grants and Human Resources**, and the Coordinator of Physical Education and Athletics) shall work the same work schedule as that adopted by the Board of Education for all non-teaching twelve (12) month employees and shall be considered twelve (12) month employees.

Such Central Office Administrators shall be entitled to twenty-five (25) vacation days per year, to be taken at such time(s) as mutually determined by the Administrator and his/her immediate supervisor. Accumulation of vacation days from year to year shall be permissible. Upon separation from service, the Administrator shall be entitled to be paid for his/her total unused accumulated vacation days to a maximum of two (2) years accumulation at the daily rate of 1/240th of his/her annual salary for the last full year (July 1-June 30) worked.

3. It is agreed that in addition to the days defined in the foregoing Sections 1 and 2 of this Article the Superintendent, where he/she determines a need, shall have the right to require any or all Administrators to work on days and at times beyond those days defined in Sections 1 and 2. Except in emergency situations, before such a determination is made, the President of the S.S.A.A. shall be afforded an opportunity to discuss the matter.

Administrators shall also perform work on additional days and times as they and/or their building superiors deem appropriate to the orderly functioning of the school and/or District.

Notwithstanding the above two paragraphs, all members of the SSAA shall annually provide three days of service beyond the above stipulated annual work assignments. The scheduling of such days shall be cooperatively decided by the Superintendent of Schools and the President of the SSAA.

4. The foregoing Sections 1, 2, and 3 shall constitute the annual work assignment/schedule for all Administrators.
5. Notwithstanding the stipulations of the foregoing Sections 1 and 2 of this Article, an Administrator may have some days of his/her work schedule revised upon the specific approval of the Superintendent.

B. Administrative Assignments for Department Chairpersons

1. Department Chairpersons assigned to one building shall be maintained at no less than a .6 FTE administrative assignment.
2. Department Chairpersons required to travel to more than one building in order to carry out their assignment shall be maintained at no less than a .8 FTE administrative assignment.
3. Department Chairpersons may have teaching assignments in buildings in which they have supervisory responsibility.

ARTICLE XI - PRIMACY OF CONTRACT

Any existing Board policies or instructions that are in conflict with this Agreement shall be null and void.

ARTICLE XII - PROFESSIONAL ASSIGNMENTS

- A. A preliminary staffing and assignment list for the subsequent school year shall be provided to Building Principals as soon as practicable. The information provided will list names and anticipated vacancies.
- B. Wherever possible, Building Principals shall be notified prior to the effecting of transfers of personnel into or out of their assigned buildings.

ARTICLE XIII - PROFESSIONAL IMPROVEMENT FUND

The District shall appropriate the following amount each year for a Professional Improvement Fund. Fifteen thousand dollars (\$15,000) shall be annually used to underwrite the costs to individual administrators for attendance at educational conferences, workshops, and seminars as held outside the District.

Use of the Professional Improvement Fund by an administrator to attend an educational conference, workshop or seminar must be approved by the Superintendent or his designee. Specific guidelines for the utilization of the fund shall be mutually agreed upon by the President of the SSAA and the Superintendent. Money will be expended only pursuant to established guidelines.

ARTICLE XIV - INSURANCES

A. Basic Health Insurance

Effective January 1, 2006, the District shall pay 85% of the premium for all plans offered or to be offered. The District may replace the foregoing with its substantial equivalent, provided it does so for other employee units.

At least three (3) months prior to such change, the District shall meet with a committee of the SSAA to consult respecting the contemplated change.

For each retired Administrator, the district shall pay 50% of the cost of family health insurance coverage in effect on the effective date of that Administrator's retirement and which cost to remain stable for at least one year's duration, but in no event shall the District's contribution be less than 42% of the cost of family health insurance coverage. **A retired Administrator must have five (5) years experience as an Administrator in the District to receive health insurance coverage into retirement. This provision shall not apply to any current Administrator employed as of 11/4/05 as an Administrator.**

For retired Administrators who select individual health insurance coverage, the District shall contribute the same dollar amount as that stated above.

Deductibles: Effective January 1, 2006, employees who elect individual coverage shall pay an out-of-pocket deductible not to exceed \$225 per year; employees who elect family coverage shall pay an out-of-pocket deductible not to exceed \$675 per year.

Co-pays: Effective January 1, 2006, all employees' prescription co-pays shall be \$9.00 per prescription/item, and doctor/medical services co-pays shall be \$15 per visit/use.

An administrator who so waives the right to be covered will receive \$1,000 (one thousand dollars). The payment for the waiver will be made in one payment, in the first check in December.

B. Extended Major Medical

The District shall pay for each Administrator employed prior to July 1, 1986, 100% of the premiums of the existing extended major medical policy.

If the current policy becomes unavailable to the Administrators in this District, not due to the fault of the District, a joint committee composed of two (2) members named by the Superintendent and one (1) member named by the President of the S.S.A.A., shall select the best alternative available policy. If no other policy is available, the premium payment in effect at that time will be used to purchase additional life insurance for each affected member. Under no condition will the District be responsible for self-insuring or for the payment of any claims.

C. Dental Insurance

The District shall pay for each Administrator 100% of the premiums of the existing Prudential plan currently provided to certified employees or a substantially equivalent plan.

D. Life Insurance

The District shall pay 100% of the premiums of the existing whole life policy for those Administrators on staff July 1, 1981. Upon separation from the District and/or S.S.A.A., ownership of such policy shall be transferred to the individual member.

Individuals hired as Administrators after July 1, 1981 shall receive, in lieu of the above, term life insurance coverage in the amount of \$50,000.

Administrators shall receive an additional term life insurance policy in the amount of \$75,000.

E. Flexible Benefits Plan

The District shall provide Administrators with a Flexible Benefits Plan to be implemented by July 1, 1993.

ARTICLE XV - LEAVE BENEFITS

A. Personal Leave

1. Administrators are eligible for personal leave for important personal business which cannot be transacted outside of regular working hours.

An Administrator utilizing such leave must submit the appropriate District-prescribed application form to his/her immediate superior for approval prior to the requested leave date(s) or, if prior notification is not possible, immediately upon his/her return to duty following such leave.

The application for leave shall be processed in accordance with the appropriate procedures in the District's By-Laws and Rules - Standard Uniform Practices (S.U.P.) or as they may be revised by the Superintendent.

Failure of an Administrator to properly file the prescribed application for personal leave within five (5) days after his/her return to duty shall (a) require such Administrator's immediate superior to report such failure to the Superintendent, (b) require that the personal leave be deemed an unauthorized absence from work, and (c) result in a pro-rata reduction in pay.

2. Accurate records shall be maintained by the Personnel Office of all Administrators' personal leave usage. It is understood that, in order to maintain such accurate records, Administrators must accurately and promptly report all personal leave usage as cited in A. 1 above.
3. Where abuse of this leave provision is suspected, the matter shall be investigated by the Superintendent. If in the judgment of the Superintendent, an Administrator has abused such personal leave benefit, the Superintendent shall advise the involved Administrator(s) of this opinion and shall grant the involved Administrator(s) an opportunity to discuss the matter.

If subsequent to such discussion(s) the Superintendent should decide to recommend to the Board that the Administrator(s) be suspended from receiving such personal leave benefit, the involved Administrator(s) shall be advised of this action and shall be afforded an opportunity to address the Board of Education prior to the Board making a final determination. The Board of Education shall retain the right to suspend an Administrator(s) from the benefit of such personal leave if it determines abuse has taken place.

B. Sick Leave

1. Administrators shall be credited with sick leave days at the rate of one (1) day per month appropriate to the particular Administrator - (12 month Administrators - 12 days per year; all other administrators - 11 days per year). Such leave may be accumulated from year to year and shall only be utilized in instances of personal sickness or injury.

The District retains its right to require a physician's statement of an Administrator should the Administrator's use of sick leave warrant, as determined by the Superintendent, such physician's statement be provided to the District.

2. A completed sick leave form must be forwarded to the Superintendent or his/her designee within five (5) days subsequent to the Administrator's return to his/her duties from sick leave. An Administrator's failure to comply with this provision shall result in an appropriate reduction in pay and the sick leave shall be deemed an unauthorized absence.
3. The Personnel Office shall maintain accurate records of sick leave (used and unused) and shall provide Administrators with an annual statement upon request. It is understood that in order to maintain such accurate records, Administrators must accurately and promptly report all sick leave usage.

C. Long Term Disability

The District shall pay 100% of the premiums, or self insure, of a long term disability policy written with the same terms as currently provided for in the existing long term disability policy with the following exceptions:

1. The eligibility period for enrollment in the plan shall be 18 months employment in the District.
2. The waiting period for benefits provided by the policy/plan shall be 100 calendar days.

3. The benefit level shall be equal to 70% of the employees annual salary at the time disability commenced to a maximum of \$6,500 per month or \$78,000 annually.
4. The use of accumulated sick leave days may be utilized during the waiting period and, at the option of the employee, the use of sick leave days may continue into the benefit period itself, however, benefits through the long term disability policy may not be utilized until the use of sick leave days ceases.
5. All income to which the employee is entitled as the result of his/her employment, e.g. Workers' Compensation, social security disability, sick leave accumulation used, shall be an offset to long term disability benefits. The foregoing is not applicable to a privately owned insurance policy.
6. In the event the administrator is unable to return to his/her duties at the end of a (1) one-year period of disability, the administrator's employment with the District shall be terminated. Such individual is entitled to a second disability leave if she/he sustains a second and unrelated disability at any time after returning to work.
7. If at anytime subsequent to such termination, the administrator recovers and desires to be re-employed by the District, such administrator shall be given serious consideration for re-employment in an administrative position within the District.

D. Leave Without Pay

Administrators shall be entitled to a leave of absence for "good cause shown" without pay or other benefits, except that Administrators may, at their own cost and expense, continue as enrolled members of all group benefit plans listed in Article XIV, for a period not to exceed one and one-half (1 1/2) years duration.

Such leave shall commence, insofar as possible, at the end of a school year. Such leave shall terminate at the beginning of a school year or earlier if mutually agreeable to the Administrator and the District.

E. Other Leave

Leave not provided for in the foregoing A, B, C, and D subsections may be granted upon special resolution of the Board of Education.

ARTICLE XVI
TERMINAL SALARY INCREASE

For the calculation of Terminal Salary Increase, as described in **ARTICLE XVI**, Section A, Subsections 1,2,3,4 and 5, the following table of appropriate daily rate of pay is to be used.

TITLE	DAILY RATE OF PAY
Elementary School Principals (Hired prior to 7/1/95)	1/210 of last full year of annual salary
High School Principals Secondary Principals Elementary Principals Freshman Campus Principals Intermediate School Principals Middle School Principals Assistant High School Principals Secondary Assistant Principals Assistant Intermediate School Principals Assistant Middle School Principals Directors (Hired prior to 7/1/95)	1/220 of last full year of annual salary
Secondary Principals Elementary Principals Secondary Assistant Principals Elementary Assistant Principals Administrator for Grants & Human Resources Administrator for Special Education and Special Services Assistant Administrator for Special Education and Special Services Coordinator of Physical Education, Athletics & Health Directors Director of Guidance Assistant Directors Chairperson for Career & Technical Education All Administrators hired on or after 7/1/95	1/240 of last full year of annual salary

1. An Administrator who retires at age 55 or higher, or who shall have been granted disability retirement at an age earlier than 55, shall be reimbursed for 50% of his/her total unused accumulated sick leave days up to a maximum of 100 days' pay, to be paid at such Administrator's appropriate daily rate of pay for the last full year (July 1 - June 30) worked.

Administrators who are first covered by the SSAA on or after July 1, 1995 will be reimbursed a maximum of 50 days pay to be paid at a rate of 1/240 of the administrator's appropriate annual salary for the last full year (July 1 - June 30) worked.

2. An Administrator who is excessed and not continued in the employ of the District shall be reimbursed for 50% of his/her total unused accumulated sick leave days up to a maximum of 50 days' pay, to be paid at such Administrator's appropriate daily rate of pay. Such Administrators shall also receive compensation in the amount of \$7,500.

Administrators who are first covered by the SSAA on or after July 1, 1995 will be paid at a rate of 1/240 of the administrator's appropriate annual salary for the last full year (July 1-June 30) worked.

3. An Administrator who, having served the District for at least ten (10) years, otherwise resigns and who, in the sole judgment of the Superintendent, performed his/her duties well and faithfully, shall be reimbursed for 50% of his/her total unused accumulated sick leave days, up to a maximum of 30 days' pay, to be paid at such Administrator's appropriate daily rate of pay.

Administrators who are first covered by the SSAA on or after July 1, 1995 will be paid at a rate of 1/240 of the administrator's appropriate annual salary for the last full year (July 1-June 30) worked.

4. The foregoing stipulated payments shall be made in a lump sum upon separation, except that Administrators who retire (A.1 above) may receive one half of the amount due prior to January 1 of the last school year of their employment, provided they submit their notice of resignation/retirement and have same accepted by the Board prior to November 1 of the last school year of their employment with the District.
5. In the event an Administrator dies while employed by the District, his/her estate shall be reimbursed for 50% of his/her total unused accumulated sick leave days up to a maximum of 100 days' pay, to be paid at such Administrator's appropriate rate of pay for his/her last full year (July 1 - June 30) worked.

Administrators who are first covered by the SSAA on or after July 1, 1995 will be reimbursed a maximum of 50 days pay to be paid at a rate of 1/240 of the administrator's appropriate annual salary for the last full year (July 1-June 30) worked.

ARTICLE XVII - WORKERS' COMPENSATION

Any employee injured on the job and, therefore, qualifying for Workers' Compensation, shall be eligible for "extended salary", after his/her sick leave account is exhausted.

The "extended salary" shall consist of a salary amount representing the difference between his/her full salary at the time of the injury and any other salary benefit to which the employee is entitled as the result of his/her employment, e.g. Long Term Disability Benefits (including any benefits which are offsets to the Long Term Disability Policy), and Workers' Compensation payments. The "extended salary" benefit shall terminate upon the employee's retirement from the District.

The "extended salary" benefit will be provided for a period of time not to exceed the equivalent of 10% of the total number of weeks the employee has been employed by the District up to a maximum of one and one half (1½) years.

Proof of Medical Disability must be provided on a continual basis by the employee's physician in order to maintain eligibility for "extended salary," subject to usual review by the District's Claims Administrators. Unless the employee has retired from the District prior to the issuance of a Workers' Compensation award in his/her favor, upon receipt by the District of the Notice of Decision by the Workers' Compensation Board, the District will reinstate sick leave days to the credit of the employee on the basis of the award to the District, less the amount of "extended salary" benefit provided.

The amount of the award after the foregoing subtraction is divided by the employee's daily rate of pay to establish the total number of days to be re-credited to the employee's sick leave account. If the "extended salary" benefit has exceeded the "award to the District," the employee shall reimburse the District for any excess advanced, unless the employee has previously retired from the District.

ARTICLE XVIII - COMPENSATION

- A. All administrators covered by the parties' **Agreement** shall be paid in accordance with Salary Schedule Appendix **B**.

- B. An Administrator shall automatically be incremented (increased) to the next step on the salary schedule unless such Administrator performed less than satisfactorily during the preceding school year.

The following procedures shall apply in those instances where, in the Superintendent's judgment, an Administrator performed less than satisfactorily and, therefore, shall not be automatically incremented:

1. The Superintendent shall advise the involved Administrator at least 90 days prior to the effective date of the withholding of the increment of his/her intention to recommend to the Board of Education that the increment be withheld.
2. The involved Administrator shall be afforded an opportunity to discuss the matter with the Superintendent prior to the Superintendent's formal recommendation to the Board of Education that the increment be withheld.
3. If, after this discussion having been concluded, the Superintendent continues to feel that the increment should be withheld, he shall forward such recommendation to the Board of Education and shall notify the involved Administrator of this action.
4. The involved Administrator shall then be afforded an opportunity to address the Board of Education concerning the matter prior to the Board making a determination.
5. The Board of Education shall review the entire matter and render a decision prior to the effective date of the withholding of the increment. Such decision by the Board of Education shall be final and binding.

C. Leadership Pay

1. **For the 2004-2005 school year, Administrators having fourteen (14) or more years of administrative service in District shall receive \$1,000 leadership pay.**
2. **For the 2005-2006 school year, Administrators having fourteen (14) or more years of administrative service in District shall receive \$1,000 leadership pay.**

ARTICLE XIX - MANAGEMENT RIGHTS

Unless expressly provided otherwise in this Agreement, the Board reserves the right to take all actions authorized and sanctioned by law and custom as may be

necessary in its judgment to carry out the mission of the public schools; to make any change, modification or alteration of any practice, policy or procedure not specifically provided for in this Agreement; to determine the means and personnel by which operations are to be carried on and services to be rendered; to be the policy making and governing body of Smithtown's public schools and to take any other action which is in the best interest of the public.

The parties agree that this Agreement represents the complete understandings of the parties. It is acknowledged that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the duration of this Agreement, both the SSAA and the Board each voluntarily and unqualifiedly waive the right, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE XX - PAYROLL DEDUCTIONS

Whenever duly authorized in writing by an Administrator, payroll deductions on behalf of such person shall be made every pay day and paid in accordance with existing practices for any or all of the following purposes:

1. U.S. Savings Bonds
2. Dues to professional organizations through the Association
3. Tax-Sheltered Annuities
4. Credit Unions
5. Payment on loans to New York State Teachers Retirement System

ARTICLE XXI - SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXII - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2006.

APPENDIX "A"

GRIEVANCE FORM

A. Date: _____

B. Name(s) of Grievant(s): _____

C. Contractual Provision or Policy Allegedly
Violated or Misinterpreted:

Article () Section () _____

C. Date of Violation: _____

E. Nature of Grievance: _____

F. Party Believed to Have Caused Violation: _____

G. Remedy Sought: _____

H. Results of Level 1 Activity: _____

Signature of Grievant

**SSAA Contract
2004-2005**

A High School Principal/Secondary Principal (HS)

1	102,359
2	105,715
3	109,205
4	112,808
5	116,531
6	120,376
7	124,349
8	128,452
9	132,691
10	137,070
11	141,593
12	146,266
13	151,091

B Middle School Principal/Secondary Principal (MS)

1	100,109
2	102,274
3	105,650
4	109,136
5	112,738
6	116,458
7	120,301
8	124,271
9	128,372
10	132,608
11	136,984
12	141,504
13	146,172

**D Elementary Principal/Administrator for
Special Education & Special Services**

1	93,445
2	96,247
3	99,423
4	102,704
5	106,093
6	109,594
7	113,211
8	116,947
9	120,806
10	124,793
11	128,911
12	133,165
13	137,557

E Assistant High School Principal/Secondary Principal (HS)

1	91,896
2	94,715
3	97,840
4	101,069
5	104,404
6	107,850
7	111,409
8	115,085
9	118,883
10	122,807
11	126,859
12	131,045
13	135,367

**F Coordinator for Physical Education,
Athletics and Health**

1	91,076
2	95,034
3	98,170
4	101,410
5	104,756
6	108,213
7	111,784
8	115,473
9	119,284
10	123,220
11	127,286
12	131,486
13	135,824

**G Middle School Assistant Principal/
Secondary Assistant Principal(MS)**

1	89,979
2	93,759
3	96,853
4	100,049
5	103,351
6	106,762
7	110,284
8	113,924
9	117,684
10	121,567
11	125,578
12	129,723
13	134,001

H Department Chairpersons

1	83,913
2	86,777
3	89,641
4	92,599
5	95,653
6	98,811
7	102,072
8	105,441
9	108,920
10	112,515
11	116,227
12	120,063
13	124,023

**Assistant Administrator for Special Education/
Administrator for Grants & Human Resources/
Elementary Assistant Principals/Assistant Directors**

I

1	79,462
2	82,503
3	85,226
4	88,038
5	90,943
6	93,944
7	97,044
8	100,247
9	103,555
10	106,972
11	110,502
12	114,149
13	117,914

J Directors

1	87,557
2	90,446
3	93,431
4	96,514
5	99,699
6	102,989
7	106,388
8	109,899
9	113,526
10	117,272
11	121,143
12	125,140
13	129,270
13*	133,534

**SSAA Contract
2005-2006**

A High School Principal/Secondary Principal (HS)

1	102,359
2	105,715
3	109,205
4	112,808
5	116,531
6	120,376
7	124,349
8	128,452
9	132,691
10	137,070
11	141,593
12	146,266
13	151,091
14	156,077

B Middle School Principal/Secondary Principal (MS)

1	100,109
2	102,274
3	105,650
4	109,136
5	112,738
6	116,458
7	120,301
8	124,271
9	128,372
10	132,608
11	136,984
12	141,504
13	146,172
14	150,996

**D Elementary Principal/Administrator for
Special Education & Special Services**

1	93,445
2	96,247
3	99,423
4	102,704
5	106,093
6	109,594
7	113,211
8	116,947
9	120,806
10	124,793
11	128,911
12	133,165
13	137,557
14	142,096

E Assistant High School Principal/Secondary Principal (HS)

1	91,896
2	94,715
3	97,840
4	101,069
5	104,404
6	107,850
7	111,409
8	115,085
9	118,883
10	122,807
11	126,859
12	131,045
13	135,367
14	139,834

**F Coordinator for Physical Education,
Athletics and Health**

1	91,076
2	95,034
3	98,170
4	101,410
5	104,756
6	108,213
7	111,784
8	115,473
9	119,284
10	123,220
11	127,286
12	131,486
13	135,824
14	140,306

**G Middle School Assistant Principal/
Secondary Assistant Principal(MS)**

1	89,979
2	93,759
3	96,853
4	100,049
5	103,351
6	106,762
7	110,284
8	113,924
9	117,684
10	121,567
11	125,578
12	129,723
13	134,001
14	138,423

H Department Chairpersons

1	83,913
2	86,777
3	89,641
4	92,599
5	95,653
6	98,811
7	102,072
8	105,441
9	108,920
10	112,515
11	116,227
12	120,063
13	124,023
14	128,116

**Assistant Administrator for Special Education/
Administrator for Grants & Human Resources/
Elementary Assistant Principals/Assistant Directors**

I

1	79,462
2	82,503
3	85,226
4	88,038
5	90,943
6	93,944
7	97,044
8	100,247
9	103,555
10	106,972
11	110,502
12	114,149
13	117,914
14	121,805

J Directors

1	87,557
2	90,446
3	93,431
4	96,514
5	99,699
6	102,989
7	106,388
8	109,899
9	113,526
10	117,272
11	121,143
12	125,140
13	129,270
14	133,534
14*	137,941

SSAA Contract
2005-2006

A High School Principal/Secondary Principal (HS)

1	102,359
2	105,715
3	109,205
4	112,808
5	116,531
6	120,376
7	124,349
8	128,452
9	132,691
10	137,070
11	141,593
12	146,266
13	151,091
14	156,077

B Middle School Principal/Secondary Principal (MS)

1	100,109
2	102,274
3	105,650
4	109,136
5	112,738
6	116,458
7	120,301
8	124,271
9	128,372
10	132,608
11	136,984
12	141,504
13	146,172
14	150,996

**D Elementary Principal/Administrator for
Special Education & Special Services**

1	93,445
2	96,247
3	99,423
4	102,704
5	106,093
6	109,594
7	113,211
8	116,947
9	120,806
10	124,793
11	128,911
12	133,165
13	137,557
14	142,096

E Assistant High School Principal/Secondary Principal (HS)

1	91,896
2	94,715
3	97,840
4	101,069
5	104,404
6	107,850
7	111,409
8	115,085
9	118,883
10	122,807
11	126,859
12	131,045
13	135,367
14	139,834

**F Coordinator for Physical Education,
Athletics and Health**

1	91,076
2	95,034
3	98,170
4	101,410
5	104,756
6	108,213
7	111,784
8	115,473
9	119,284
10	123,220
11	127,286
12	131,486
13	135,824
14	140,306

**G Middle School Assistant Principal/
Secondary Assistant Principal(MS)**

1	89,979
2	93,759
3	96,853
4	100,049
5	103,351
6	106,762
7	110,284
8	113,924
9	117,684
10	121,567
11	125,578
12	129,723
13	134,001
14	138,423

H Department Chairpersons

1	83,913
2	86,777
3	89,641
4	92,599
5	95,653
6	98,811
7	102,072
8	105,441
9	108,920
10	112,515
11	116,227
12	120,063
13	124,023
14	128,116

**Assistant Administrator for Special Education/
Administrator for Grants & Human Resources/
Elementary Assistant Principals/Assistant Directors**

I

1	79,462
2	82,503
3	85,226
4	88,038
5	90,943
6	93,944
7	97,044
8	100,247
9	103,555
10	106,972
11	110,502
12	114,149
13	117,914
14	121,805

J Directors

1	87,557
2	90,446
3	93,431
4	96,514
5	99,699
6	102,989
7	106,388
8	109,899
9	113,526
10	117,272
11	121,143
12	125,140
13	129,270
14	133,534
14*	137,941

**SSAA Contract
2004-2005**

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13	151,091

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12	141,504
13	146,172

**Elementary Principal/Administrator for
Special Education & Special Services**

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13	137,557

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13	124,023

**Assistant Administrator for Special Education/
Administrator for Grants & Human Resources/**

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2	82,503
3	85,226
4	88,038
5	90,943
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7	97,044
8	100,247
9	103,555
10	106,972
11	110,502
12	114,149
13	117,914

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4	96,514
5	99,699
6	102,989
7	106,388
8	109,899
9	113,526
10	117,272
11	121,143
12	125,140
13	129,270
13*	133,534