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A G R E E M E N T

between

**FREERPORT SCHOOL ADMINISTRATORS
ASSOCIATION**

and

FREERPORT UNION FREE SCHOOL DISTRICT

Freeport, New York

RECEIVED

DEC 27 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

**Effective
July 1, 2004
through
June 30, 2007**

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ARTICLE I
PREAMBLE

The Freeport Union Free School District, Freeport, New York, (hereinafter referred to as "the District"), and the Freeport School Administrators Association, (hereinafter referred to as "the Association"), recognize the mutual interest in and firm commitment to the best possible educational experience for all of the children of the District in order to promote this purpose, do agree as follows:

ARTICLE II
RECOGNITION

The District hereby recognizes the Freeport School Administrators Association as the exclusive bargaining agent for all of its members and those eligible to join.

1. Freeport School Administrators Unit

Membership shall consist of Elementary, Middle School, Junior and Senior High School Principals, Assistant Principals, Directors, Deans, Coordinators and Assistant Directors.

2. Application of Agreements

The Association and the District affirm that all agreements reached shall apply equally to all members of the administrative staff, whether they are Association members or not.

ARTICLE III
PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. The District's designated representatives will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. Upon request of either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than fifteen (15) calendar days following such request. In any given school year such request shall be made on or before January 15th. All issues proposed for discussion shall be submitted in writing by the Association to the District or its delegated representatives at the first meeting.

The second meeting and all necessary subsequent meetings shall be called at times and in a place mutually agreed upon by the parties, and with the minimum possible time between meetings.

Special Meetings - In a situation concerning any emergency, either party may request a meeting. This request will be acknowledged and a meeting agreed upon and held on or before the third day after receiving the request.

3. The negotiating teams will continue to meet for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters and to continue meeting until an understanding is reached on the issue(s) or until an impasse is reached.

4. The District and the Association agree that administrators shall be advised of the terms and conditions of employment that are negotiated with other units in matters that reflect upon the function of the administrators.

5. Both parties shall furnish each other, upon reasonable request, data and information in their possession which are pertinent to the issue(s) under consideration (subject to applicable law, regulations, or policy).

6. The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them.

7. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing.

8. Any of the above rules may be suspended by mutual agreement.

ARTICLE IV **GRIEVANCE PROCEDURE**

1. The purpose of this article is to insure fair and impartial treatment of all employees and speedy settlement of disagreements concerning the meaning and interpretation of this contract. Should an employee feel that his rights and privileges under this agreement have been violated, he shall consult with an Association representative or a representative of his own choosing. Within five (5) working days of the date the grievance occurred, the aggrieved employee and an Association representative or one of his own choosing shall present the facts in writing to the employee's immediate supervisor. Within

five (5) days thereafter the immediate supervisor shall submit his answer to the Association and the aggrieved employee in writing.

2. Should the aggrieved party decide that the reply of the immediate supervisor is unsatisfactory and wish to proceed further under this grievance procedure, the aggrieved party shall within five (5) working days submit the facts of the grievance in writing, to the Superintendent. The Superintendent shall within five (5) working days reply to the Association and the aggrieved in writing, giving his decision.

3. Should the aggrieved party disagree with the Superintendent's reply and wish to proceed further under this grievance procedure, the aggrieved party shall within three (3) days submit the facts of his grievance, in writing, to the Board of Education. Within two (2) working days after receipt of this appeal, the Board shall set a date for a hearing within ten (10) working days and notify all parties involved. The Board of Education and/or its Committee shall render a decision in writing to all parties involved within ten (10) working days after the conclusion of the hearing.

4. In any grievance involving monetary loss to the employee where the position of the employee has been sustained, the District shall immediately satisfy the aggrieved employee with back pay from the time the grievance occurred, and shall restore all other privileges to which the employee would have been entitled had the grievance not occurred.

ARTICLE V
DURATION

The provisions of this agreement shall be effective commencing July 1, 2004 and terminating on June 30, 2007.

ARTICLE VI
SALARIES

1. The administrative salary schedule shall be increased by three (3%) percent in the 2004-2005, 2005-2006 and 2006-2007 school years.

2. If an administrator is required by the District to serve as a staff development instructor, the administrator shall be paid a stipend of seventy-five (\$75.00) dollars per hour of instruction. This clause pertains to courses offered beyond the normal school day.

3. Administrators who have reached the top step on the appropriate salary schedule will receive an annual longevity payment of \$2,500 non-cumulative in addition to their base pay beginning with the first year following top step.

4. (1) The work year for 2000-2001 administrators shall be as noted on the salary schedules, except for:

(a) High School A. P. in charge of scheduling - 11 months.

Dodd A. P. in charge of scheduling - 10¾ months. For these individuals salaries for 2000-2001 shall be prorated according to the length of their work year.

(2) Effective July 1, 2001, the work year shall be as follows:

(a) All $10\frac{3}{4}$ month employees shall have their work year increased by 5 additional days. The days shall be added as follows: 3 days over the Summer of 2001 and 2 days over the Summer of 2002. All such employees shall have their base salary increased $\frac{3}{215}$ of their salary for the 2001/2002 school year, and $\frac{2}{218}$ for 2002/2003 school year. The amount shall be calculated for each step of the impacted salary schedules and added to each step of the schedules in each of the last two years of the contract, i.e., $\frac{3}{215}$ in 2001/02 and $\frac{2}{218}$ in 2002/03.

(b) All $10\frac{1}{2}$ month employees shall have their work year increased by 10 additional days. The days shall be added as follows: 5 days over the Summer of 2001 and 5 days over the Summer of 2002. All such employees shall have their base salary increased $\frac{5}{210}$ of their salary for the 2000/2001 school year and $\frac{5}{215}$ for 2002/2003 school year. The amount shall be calculated for each step of the impacted salary schedules and added to each step of the schedules in each of the last two years of the contract, i.e., $\frac{5}{210}$ in 2001/2002 and $\frac{5}{215}$ in 2002/2003.

(c) All $10\frac{1}{4}$ month employees shall have their work year increased by 10 additional days. The days shall be added as follows: 5 days over the Summer of 2001 and 5 days over the Summer of 2002. All such employees shall have their base salary increased $\frac{5}{205}$ of their salary for the 2001/2002 school year and $\frac{5}{210}$ or 2002/2003 school year. The amount shall be calculated for each step of the impacted salary schedules and added to each step of the schedules in each of the last two years of the contract, i.e., $\frac{5}{205}$ in 2001/2002 and $\frac{5}{210}$ in 2002/2003.

Eleven (11) month administrators are entitled to 22 work days of vacation during the summer.

5. In the event of emergency conditions an administrator may not be able to take his or her vacation during the summer months. With written permission of the Superintendent of Schools any unused vacation time may be carried over for use at another date.

This unused vacation time must be used within a period of 18 months following the start of the school year after the summer during which the vacation would normally have taken place. If these extra days are to be used during the course of the school year, written permission must be obtained from the Superintendent of Schools.

If after 18 months it has not been possible to use these vacation days either

a) they shall be paid to the administrator at the time of his/her departure from the school district through either retirement or resignation at his/her then rate of pay,

b) at the discretion of the administrator these unused vacation days may be used as sick days.

6. The summer pay dates for all administrators will be the same as for all 12 month employees in the District. An administrator who leaves during a school year will have his or her salary adjusted at the time of departure, if necessary, for days actually worked that school year.

**ARTICLE VII
CONFORMITY TO LAW**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE VIII
NOTICE OF TERMINATION**

The District shall give the employee at least thirty (30) days notice of discharge or his or her salary in lieu thereof except for cause. The District shall give affected employees ninety (90) days notice of termination of his or her position as a result of reorganization.

**ARTICLE IX
SICK LEAVE**

1. Sick leave shall be granted at the rate of 1.5 days for every full month of actual work up to a maximum of 16.5 days for an 11 month work year, 5 of which may be used as personal days. Annual sick leave accumulation shall be as follows:

<u>Work Year</u>	<u>Annual Sick Leave Accumulation</u>
10 months	15 days
10.25 months	15.375 days
10.50 months	15.75 days
10.75 months	16.125 days
11.00 months	16.50 days

The established procedure governing personal absence leaves will continue to be followed. The accumulation of sick leave shall be unlimited.

2. a) Retirement: Unit members who officially retire under the rules of the New York State Teachers' Retirement System, shall be entitled to a contribution equal to thirty-five (35%) percent of the number of unused sick leave days credited to them at the effective date of such retirement or lay off. Such contribution shall be based upon the unit member's then current daily rate of pay. Such contribution shall be a one-time, non-discretionary employer Section 403(b) contribution on behalf of the unit member within thirty (30) days of the member's effective date of retirement. Notwithstanding the value of the member's sick leave payout, the amount of the non-elective employer contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e., Section 415(c)(1) of the Internal Revenue Code. In the event that the aggregate of the employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation. No employee may receive cash in lieu of or as an alternative to this employer non-elective contribution(s).

All retiring employees shall execute the Release attached to the June 2, 2004 Memorandum of Agreement between the parties at least thirty (30) days prior to their effective date of retirement.

This 403(b) benefit shall expire in all respects on June 30, 2007 and be null and void at that time.

b) . Lay-Off: Unit members who are laid off due to lack of work shall be entitled to a payment of thirty-five (35%) of the number of unused sick leave days credited to them at the effective date of such lay off. Such payment shall be based upon the unit member's then current daily rate of pay.

c) In the event of the death of a member of the Association in active service, his/her unused sick leave payment will be made to his/her estate.

Administrators who leave the District prior to retirement for the purposes of career advancement in education shall be entitled to sick leave payments as follows:

10 years service in the District - 15%
20 years service in the District - 20%

ARTICLE X **PROFESSIONAL MEETINGS AND CONFERENCES**

1. Subject to the approval of the Superintendent of Schools, the District agrees to provide sufficient monies so that representatives from the Association may attend major conferences in the various fields represented by the Association.

ARTICLE XI **INSURANCE**

1. Health Insurance - the District will continue the present Health Insurance Program on a payroll deduction group structure, as prescribed by the New York State Department of Civil Service Health Insurance Section. For the duration of this agreement, members of the Association will contribute the following amount per year during each year of the contract:

Family Health	Twelve (12%) percent contribution
Individual Health	Fourteen (14%) percent contribution

The percentage of the Health Insurance premium paid by the District for retired administrators shall be the highest of the following:

- a. the percentage currently paid by the District for retired administrators.
 - b. the percentage currently required by State law for retired administrators.
 - c. the percentage required by any future State law for retired administrators.
2. Disability Insurance - Members of the Association will be covered by the long term disability income insurance plan carried by the District for members of the Freeport Teachers Association at the expense of the District.
3. Life Insurance - The District shall provide group term life insurance in the amount of two times salary to a maximum coverage of \$200,000 per administrator, subject to insurability.
4. Dental Insurance - Members of the Association may participate in the Dental Insurance Plan on an individual basis. The cost of the plan will be borne by the District for the duration of this agreement. Members may purchase the family plan. The additional cost of that plan shall be paid for by the employee.
5. IRS Section 125 Plan - Unit members may elect to participate in an IRS Section 125 Plan.

ARTICLE XII
MAINTENANCE OF STANDARDS

General working conditions shall be maintained at existing standards and shall not be reduced by virtue of the execution of this document, unless expressly stated herein, or for good proper, and compelling reasons.

It is expressly understood that all incumbents of positions bearing the title of Director may be assigned additional duties at the discretion of the Superintendent or his/her designees.

ARTICLE XIII
COURSES

The District agrees to pay tuition and registration fees for courses taken by all covered employees with the prior approval of the Superintendent.

ARTICLE XIV
EVALUATION OF ADMINISTRATORS

The District and the Association will work together to develop a mutually agreeable instrument for the evaluation of administrators.

ARTICLE XV
LIABILITY PROTECTION

Members of the Freeport School Administrators Association shall receive the coverage provided by Section 18 of the New York State Public Officers Law as provided for by Board Policy 9103.1.

IN WITNESS WHEREOF, the parties hereto have caused these terms to be executed by their duly authorized representatives on the day and year below written.

FREEPORT SCHOOL ADMINISTRATORS
ASSOCIATION

By Mr. Robert Mucci
President 9/24/04

FREEPORT UNION FREE SCHOOL DISTRICT,
TOWN OF HEMPSTEAD, VILLAGE OF
FREEPORT, NEW YORK

By E. J. [Signature]
Superintendent of Schools

Schedule: HSP

Step	2004-2005	2005-2006	2006-2007
1	121,690.00	125,341.00	129,101.00
2	124,668.00	128,408.00	132,260.00
3	127,641.00	131,470.00	135,414.00
4	130,618.00	134,537.00	138,573.00
5	133,598.00	137,606.00	141,734.00
6	136,569.00	140,666.00	144,886.00
7	139,549.00	143,735.00	148,047.00
8	142,527.00	146,803.00	151,207.00
9	145,502.00	149,867.00	154,363.00
10	148,482.00	152,936.00	157,524.00

Schedule: JHSP

Step	2004-2005	2005-2006	2006-2007
1	115,733.00	119,205.00	122,781.00
2	118,711.00	122,272.00	125,940.00
3	121,690.00	125,341.00	129,101.00
4	124,668.00	128,408.00	132,260.00
5	127,641.00	131,470.00	135,414.00
6	130,618.00	134,537.00	138,573.00
7	133,598.00	137,606.00	141,734.00
8	136,569.00	140,666.00	144,886.00
9	139,549.00	143,735.00	148,047.00
10	142,527.00	146,803.00	151,207.00

Schedule: MS PRIN

Step	2004-2005	2005-2006	2006-2007
1	112,316.00	115,685.00	119,156.00
2	115,363.00	118,824.00	122,389.00
3	118,409.00	121,961.00	125,620.00
4	121,456.00	125,100.00	128,853.00
5	124,505.00	128,240.00	132,087.00
6	127,553.00	131,380.00	135,321.00
7	130,594.00	134,512.00	138,547.00
8	133,640.00	137,649.00	141,778.00
9	136,689.00	140,790.00	145,014.00
10	139,730.00	143,922.00	148,240.00

Schedule: EP

Step	2004-2005	2005-2006	2006-2007
1	107,746.00	110,978.00	114,307.00
2	110,796.00	114,120.00	117,544.00
3	113,846.00	117,261.00	120,779.00
4	116,889.00	120,396.00	124,008.00
5	119,933.00	123,531.00	127,237.00
6	122,981.00	126,670.00	130,470.00
7	126,023.00	129,804.00	133,698.00
8	129,072.00	132,944.00	136,932.00
9	132,119.00	136,083.00	140,165.00
10	135,165.00	139,220.00	143,397.00

Schedule: SAP

Step	2004-2005	2005-2006	2006-2007
1	101,659.00	104,709.00	107,850.00
2	104,701.00	107,842.00	111,077.00
3	107,746.00	110,978.00	114,307.00
4	110,796.00	114,120.00	117,544.00
5	113,846.00	117,261.00	120,779.00
6	116,889.00	120,396.00	124,008.00
7	119,933.00	123,531.00	127,237.00
8	122,981.00	126,670.00	130,470.00
9	126,023.00	129,804.00	133,698.00
10	129,072.00	132,944.00	136,932.00

Schedule: JAP

Step	2004-2005	2005-2006	2006-2007
1	99,387.00	102,369.00	105,440.00
2	102,509.00	105,584.00	108,752.00
3	105,628.00	108,797.00	112,061.00
4	108,749.00	112,011.00	115,371.00
5	111,867.00	115,223.00	118,680.00
6	114,981.00	118,430.00	121,983.00
7	118,101.00	121,644.00	125,293.00
8	121,217.00	124,854.00	128,600.00
9	124,336.00	128,066.00	131,908.00
10	127,459.00	131,283.00	135,221.00

Schedule: MAP

Step	2004-2005	2005-2006	2006-2007
1	96,373.00	99,264.00	102,242.00
2	99,496.00	102,481.00	105,555.00
3	102,622.00	105,701.00	108,872.00
4	105,743.00	108,915.00	112,182.00
5	108,870.00	112,136.00	115,500.00
6	111,992.00	115,352.00	118,813.00
7	115,107.00	118,560.00	122,117.00
8	118,231.00	121,778.00	125,431.00
9	121,350.00	124,991.00	128,741.00
10	124,474.00	128,208.00	132,054.00

Schedule: EAP

Step	2004-2005	2005-2006	2006-2007
1	95,022.00	97,873.00	100,809.00
2	98,145.00	101,089.00	104,122.00
3	101,271.00	104,309.00	107,438.00
4	104,389.00	107,521.00	110,747.00
5	107,520.00	110,746.00	114,068.00
6	110,640.00	113,959.00	117,378.00
7	113,759.00	117,172.00	120,687.00
8	116,879.00	120,385.00	123,997.00
9	119,999.00	123,599.00	127,307.00
10	123,122.00	126,816.00	130,620.00

Schedule: DIRECTORS

Step	2004-2005	2005-2006	2006-2007
1	97,129.00	100,043.00	103,044.00
2	100,108.00	103,111.00	106,204.00
3	103,085.00	106,178.00	109,363.00
4	106,065.00	109,247.00	112,524.00
5	109,041.00	112,312.00	115,681.00
6	112,013.00	115,373.00	118,834.00
7	114,989.00	118,439.00	121,992.00
8	117,967.00	121,506.00	125,151.00
9	120,943.00	124,571.00	128,308.00
10	123,924.00	127,642.00	131,471.00

Schedule: Coor/ADirectors

Step	2004-2005	2005-2006	2006-2007
1	85,194.00	87,750.00	90,383.00
2	86,951.00	89,560.00	92,247.00
3	88,706.00	91,367.00	94,108.00
4	91,047.00	93,778.00	96,591.00
5	92,802.00	95,586.00	98,454.00
6	94,323.00	97,153.00	100,068.00
7	95,727.00	98,599.00	101,557.00
8	97,484.00	100,409.00	103,421.00
9	99,592.00	102,580.00	105,657.00
10	101,581.00	104,628.00	107,767.00

Schedule: DEANS

Step	2004-2005	2005-2006	2006-2007
1	87,161.00	89,776.00	92,469.00
2	88,717.00	91,379.00	94,120.00
3	90,273.00	92,981.00	95,770.00
4	91,833.00	94,588.00	97,426.00
5	93,388.00	96,190.00	99,076.00
6	94,944.00	97,792.00	100,726.00
7	96,503.00	99,398.00	102,380.00
8	98,057.00	100,999.00	104,029.00
9	99,615.00	102,603.00	105,681.00
10	101,532.00	104,578.00	107,715.00