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AGREEMENT

Between

**THE BOARD OF EDUCATION OF THE
SOUTHAMPTON UNION FREE SCHOOL DISTRICT**

And

**THE SOUTHAMPTON ASSOCIATION OF SCHOOL
ADMINISTRATORS**

July 1, 2006 – June 30, 2009

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT made by and between THE BOARD OF EDUCATION OF THE SOUTHAMPTON UNION FREE SCHOOL DISTRICT (The "Board" or "District), and The SOUTHAMPTON ASSOCIATION OF SCHOOL ADMINISTRATORS ("Association").

ARTICLE I — PREAMBLE

The Association declares its common interest with the Board in its desire to achieve the finest possible education for the students of Southampton consistent with the aspiration of the community. We agree that this interest is best forwarded in an atmosphere of harmony and cooperation between the Board and the Association. It is toward this end, with mutual respect for the rights and responsibilities of the other, that we enter into this Agreement.

ARTICLE II— NO STRIKE PROVISION

The Association affirms that it shall not assert the right to strike against any government, to assist or participate any such strike, or to impose an obligation to conduct, assist, or participate in any such strike.

ARTICLE III — RECOGNITION CLAUSE

The Southampton Union Free School District recognizes that Southampton Association of School Administrators as exclusive representative of the professional administrative staff, which includes the Elementary Building Principal, the Intermediate School Principal, the High School Principal, the Assistant High School Principal, the Elementary Building Assistant Principal, Intermediate Building Assistant Principal, Director of Athletics, Physical Education, Health and Wellness, and the Director of Pupil Personnel Services. All personnel represented by the Southampton Association of School Administrators shall, unless otherwise indicated, hereinafter be referred to as "Administrators".

ARTICLE IV— BENEFITS

A. (1) Sick Leave

Administrators covered by this Agreement shall be entitled to one (1) sick day per month of employment, not to exceed twelve (12) days per year, credited each year on July 1st. Days shall be prorated to the date of hire in the first year of employment and the date of termination in the last year of employment. Such administrators shall be entitled to accumulate up to a maximum of 220 sick days for use purposes. Unit members resigning from the District for any reason other than settlement of disciplinary charges, who have ten (10) or more years of service with the District, five (5) years of which shall be as an administrator, who have accumulated at least 100 unused sick leave days, and who provide notice of his/her irrevocable intent to resign no later than March 30th of the school year in which he/she intends to resign, shall be eligible for a lump sum payment of accumulated sick leave as of the effective date of his/her resignation, up to a maximum of 200 days, which shall be based upon 1/220th of the annual base salary as of the

last day of service with the District. Payment of such unused accumulated sick days shall be made as a non-elective contribution to the agreed upon 403-b Plan.

(2) Personal Leave

(a) Personal leave will be invested in the professional integrity of the applicant. Leave should be requested for important business which can be transacted only when school is in session. All requests for leave shall be in writing and submitted directly to the Superintendent. The reason shall be stated at the discretion of the applicant.

(b) The applicant shall submit his/her request at least one week in advance of said leave. Emergencies will be recognized as such and immediate leave will be granted upon notification of the Superintendent.

(c) When an applicant is known to be leaving the school system, he or she will proceed under a modified policy as established by the Superintendent. In such cases, all requests for personal leave must state the purpose and the Superintendent shall have the power to grant or deny such request.

(d) The Association shall maintain a cooperative attitude with the Board and the Administration on this policy. All instances of misuse and/or abuse will become the concern of the Association. If there is a known abuse or misuse of this policy, the Association will take the matter under consideration for a determination opinion which shall be rendered to the Superintendent. A letter will also be sent by the Association to the individual concerned.

(e) Personal leave requests for days prior to, or immediately following, a holiday must have the approval of the Superintendent, or the Administrator may be docked.

(f) It is agreed by the Board, the Administration, and the members of the Association that this policy will be exercised by professional people in a professional manner.

(3) Sabbaticals

(a) Upon recommendation of the Superintendent, the Board may grant half-year sabbaticals to tenured administrators who have completed at least seven (7) continuous years of service in the District.

(b) The following conditions will be observed:

(i) A maximum of one (1) half-year sabbatical may be allowed each year of this agreement.

(ii) Administrators will be paid on the pro-rated basis at BA Step 1 of the teacher contract during the period of the sabbatical.

(iii) Sabbatical leaves shall be used for the purpose of enhancing the academic and

instructional goals and objectives of the school district.

(iv) Applications must be filed with the Superintendent prior to January 31 of the preceding school year. Notice of approval or denial will be given to the applicant by March 1.

(v) Any Administrator granted a sabbatical who violates the terms of the agreement will cease to be paid by the Board.

(vi) Any administrator who is granted a sabbatical is required to return to the District as an administrator for two full years or, if he/she does not return he/she is to repay the salary paid to him/her during the sabbatical leave term.

(vii) The terms and conditions contained in the application for the sabbatical leave will reflect the above conditions only.

(viii) The sabbatical leave provisions of this agreement shall be experimental and as such shall expire on the last day of this agreement.

(4) Payroll Deductions

Administrators shall be entitled to payroll deductions for employee funded 403-b, employee funded AFLAC insurance, and flex spending plan.

B. In addition, members of the Association shall be entitled to the following:

(1) Life/Disability Insurance and 403-b: A contribution of \$2,450 per Association member in each year of this Agreement will be made, at the election of each member, toward the 403-b account, or life and/or disability insurance. Should such member elect life and/or disability insurance, payroll deductions shall be made from the contribution.

(2) Physical Examination. An annual physical examination shall be provided for each member of the Association at the expense of the District, said expense to be reimbursed on the basis of actual expense incurred. The choice of the physician will be determined by the individual Association Member.

(3) Professional Education Membership. The District will pay for one professional education membership for each year for each member up to \$350.00 on the basis of a reimbursement of the actual expense incurred.

(4) Major Medical Premiums. The District will contribute 50% of the cost of the "excess major medical premiums" during the term of this Agreement.

C. Health and Dental Insurance

The District shall pay 90% of the premiums for health and dental insurance under East End Health Plan or EEHP for all unit members. Members of the unit who withdraw from the

District's health insurance plan during the life of the agreement shall receive \$3,000 if they were covered by the family plan and \$1,300 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) months. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period, provided, however, that in the case of a member who re-enters within the twelve (12) month period, no payment shall be made.

ARTICLE V — SALARIES

A. For the 2006-07 school year, the salaries of the members of the bargaining unit shall be as set forth in the attached schedule.

For the 2007-08 school year, the salaries of the members of the bargaining unit as of July 1, 2007 shall be increased by 3.5%.

For the 2008-09 school year, the salaries of the members of the bargaining unit shall be increased by 3%, or for any bargaining unit members who are determined to have met merit criteria, 3.75%. During the 2007-08 school year, the District and the Administrators shall develop mutually agreeable merit criteria for this purpose.

B. In addition, any administrator hired before July 1, 2007 who is awarded tenure shall be granted a \$3,500.00 stipend to be added to his/her base salary upon the effective date of tenure. This stipend shall continue to remain a part of the base salary.

ARTICLE VI — VACATION AND HOLIDAY

A. All administrators covered by this Agreement shall be entitled to 25 vacation days in each year of this Agreement. Vacation days are not to be taken while school is in session and are subject to the approval of the Superintendent. However, the Superintendent of Schools shall have the authority at his/her discretion, to approve of vacation for central office administrators when school is in session. Except as specifically set forth herein, unit members shall have the right to carry over from one school year to the next up to five (5) unused vacation days per year, to a maximum total of fifty (50) days. Unit members who, as of June 30, 2002 have accumulated in excess of fifty (50) unused vacation days shall be permitted to maintain the days accumulated as of that date, less any such days utilized thereafter. Such unit members shall not be permitted to accumulate any additional days unless his/her accumulation is reduced to less than fifty (50) days, in which case he/she shall be permitted to accumulate up to five (5) days per year, to a maximum total of fifty (50) days. Unit members resigning from the District for any reason other than settlement of disciplinary charges who have five (5) or more years of service in the unit shall be entitled to convert to pay up to fifty (50) accumulated unused vacation days at the rate of 1/220th of his/her salary at the time of separation from service. Those members who, pursuant to this provision, are permitted to maintain, in excess of fifty (50) days, shall be paid in accordance with this provision for the accumulated unused days he/she has at the time of separation from service. All payments made pursuant to this provision shall be made as a non-elective

contribution to the agreed upon 403-b plan.

B. All Administrators covered by this Agreement shall work on an annual (12 month) basis. All Administrators covered by this Agreement shall be entitled to the following holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day and the Fourth of July.

C. In addition, Administrators will be granted two additional holidays during each of the Christmas, February and Spring Recesses. One of the holidays granted during the Christmas, February and Spring Recesses, however, will be subject to the prerogative of the Superintendent's office to require that the Administrators forego such vacation day.

ARTICLE VII - SECURITY PROVISION

Any member of the Association as of September 2, 1992, who possessed tenure or subsequently attains tenure, shall be guaranteed an administrative position in the Southampton U.F.S.D. However, notwithstanding such, the Association recognizes the District's right to restructure schools and/or administrative responsibilities. The terms of this article shall not apply to any individual whom the District terminates for lack of certification or other just cause,

ARTICLE VIII - EVALUATION

A. Association members will continue to be evaluated by the Superintendent or his/her supervisor on the basis of the progress made in achieving the goals established between each Administrator and his/her supervisor.

B. The annual performance evaluation of each administrator in Policy 0325 will continue to be report to the Board of Education by the Superintendent or supervisor in a narrative format.

ARTICLE IX — GRIEVANCE PROCEDURE

A. A grievance is a claim by an Administrator or the Association based upon an event or condition, which effects the meaning or application of any of the provisions of this Agreement.

Stage 1

An Administrator with a grievance, will first discuss it directly with the Superintendent within 20 school days of the date of the grievance with the objective of resolving the matter informally. Any grievance not initiated within twenty (20) school days of the date of the grievance in accordance with this provision, shall be deemed waived.

If the aggrieved person is not satisfied with the disposition of his/her grievance or has received no decision within 20 school days, he/she shall submit his/her grievance in specific

terms in writing to the Superintendent. The Superintendent shall respond in writing within 20 school days after receipt of the written grievance.

Stage 2

If the aggrieved person is not satisfied with the disposition of his/her grievance at Stage 1, or if no decision has been rendered by Superintendent within 20 school days after submission of the grievance to the Superintendent, then the grievance may be filed in writing with the Board of Education.

Within 20 school days or by the next scheduled Board meeting after receiving the written grievance the Board will meet with the aggrieved person and a representative of the Association, if the Administrator wishes, for the purposes of resolving the grievance.

Stage 3

If the aggrieved person is not satisfied with the disposition of his/her grievance at Stage 2, or if no decision has been rendered within 20 school days after the first meeting with the Board, he/she may submit the grievance to arbitration with the approval of the Association.

Within 20 school days after such request for arbitration, the parties in interest shall request an arbitrator of the American Arbitration Association, or with the Public Employment Relations Board.

The arbitrator shall have no power or authority to make any decision which is in violation of law or which is in violation of this Agreement.

The decision of the arbitrator shall be advisory to the Board of Education.

B. No reprisals of any kind will be taken by the Board of Education or any member of the administration against any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

C. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the employees.

ARTICLE X — DURATION OF CONTRACT

This Agreement shall remain in full force and effect during the period of July 1, 2006 through June 30, 2009.

ARTICLE XI— OUTSIDE CONSULTING AND OTHER EMPLOYMENT

Unit members shall not engage in outside consulting or other employment, which would conflict with the Superintendent's Administrative Council and/or Curriculum Council meetings. Unit members shall also be available for regular Board meetings and, upon exigent

circumstances, special Board meetings.

ARTICLE XII — ADMINISTRATIVE FILES

Administrators shall be provided, upon request, access to his or her personnel file, and shall be furnished with a copy of any material in the file, excluding references or information pertaining to the process of evaluating the administrator for initial employment. Any material, which is derogatory of an administrator's conduct, service, character or personality, shall be provided to such administrator, who shall sign an acknowledgement that he/she has been provided a copy of the material and has been offered an opportunity to submit a response. By affixing his/her signature to such acknowledgement, the administrator does not admit the contents of the material, but merely signifies that he or she has examined the materials. Unit members who elect to submit a written response will be entitled to have a copy of that response attached to the material.

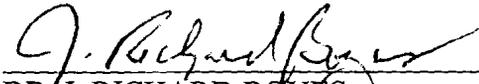
ARTICLE XIII - ANNUITIES

The Superintendent, or his/her designee, shall consult with the Association regarding options for establishing tax-sheltered annuities for unit members for the purpose of funding employee contributions toward health insurance in retirement. The provision for any such tax-sheltered annuities shall be subject to mutual agreement of the District and the Association.

IN WITNESS WHEREOF, the Association and the District have executed this Agreement this 5th day of November, 2007

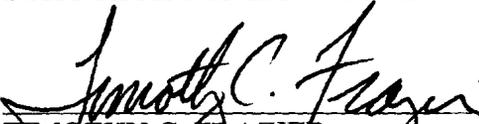
Dated: November 7, 2007

SOUTHAMPTON UNION FREE
SCHOOL DISTRICT

BY: 
DR. J. RICHARD BOYES
Superintendent of Schools

Dated: November 8, 2007

SOUTHAMPTON ASSOCIATION OF
SCHOOL ADMINISTRATORS

BY: 
TIMOTHY C. FRAZIER

ADMINISTRATOR'S SALARIES

2006-07

Elementary Principal	\$125,000
Intermediate Principal	\$133,928
High School Principal	\$159,640
Elementary Building Assistant Principal	\$100,000
Intermediate Building Assistant Principal	\$116,110
High School Assistant Principal	\$136,486
Director of Athletics, Physical Education, Health and Wellness	\$118,482
Director of Pupil Personnel Services	\$126,000

80-20-67258 - 2006-09 contract Administrator Negotiations 06 2006_2007 SOHA 13_

	2006-07 Salary	2007-08 Salary (3.5%)	2008-09 Salary (3.0%)	2008-09 Salary (3.75%)
Bertha Richard	\$125,000	\$129,375.00	\$133,256.25	\$134,226.56
Timothy Frazier	\$133,928	\$138,615.48	\$142,773.94	\$143,813.56
Nicholas Dyno	\$159,640	\$165,227.40	\$170,184.22	\$171,423.43
Susan Wright	\$100,000	\$103,500.00	\$106,605.00	\$107,381.25
Mark Pitterson	\$116,110	\$120,173.85	\$123,779.07	\$124,680.37
Robert Barker	\$136,486	\$141,263.01	\$145,500.90	\$146,560.37
Darren Phillips	\$118,482	\$122,628.87	\$126,307.74	\$127,227.45
Dr. Cynthia Jacunski	\$126,000	\$130,410.00	\$134,322.30	\$135,300.38

