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AGREEMENT

between

SOUTHOLD UNION FREE SCHOOL DISTRICT

TOWN OF SOUTHOLD, N.Y.

and

SOUTHOLD ADMINISTRATORS
ASSOCIATION

JULY 1, 2003 - JUNE 30, 2009

RECEIVED

FEB 11 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

PREAMBLE

In accordance with the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) the Southold Union Free School District (hereinafter called the "District") and its Administrators that are represented by the Southold Administrators Association (hereinafter called the "Association"), enter into this Agreement.

The purpose of this agreement is to set forth the terms and conditions of employment of building administrators as defined herein with the Southold Union Free School District, and, by so doing, to provide the basis for a consistent and collaborative working relationship between District Administrators and the Board of Education and Superintendent in the best interest of the students and community of Southold.

ARTICLE I RECOGNITION

A. Definitions:

1. ASSOCIATION: Southold Administrators' Association
2. BOARD OF EDUCATION: Of the Southold Union Free School District
3. ADMINISTRATORS: Building principals and assistant principals (should such positions be created).
4. SUPERINTENDENT: The chief executive officer of the District.

B. The parties agree that the Association shall be granted exclusive recognition as the negotiating representative of the Administrators' Unit. The position titles to be covered by

this agreement are the Junior-Senior High School Principal, the Elementary School Principal, and other principals and assistant principals should such positions be created.

ARTICLE II NEGOTIATING PROCEDURES

On or before February 1 of the final year of the contract, the parties will enter into good faith negotiations regarding a successor contract.

The parties agree that negotiation proceedings shall be confidential except for Association members, the Board and the Superintendent. The scheduling of negotiation meetings will be arrived at cooperatively. The parties agree that the exchange of supporting or pertinent information relating to negotiations will occur upon the request of either party.

ARTICLE III EVALUATION

The goal of evaluating administrators is to develop excellence within the Southold Union Free School District by reviewing and developing each Administrator's professional and individual competency.

An evaluation form and related process will be jointly developed between the Superintendent and the Administrators. At least one written evaluation shall be completed annually for each principal or other unit member by the Superintendent. The content of each written evaluation will be discussed personally with the Administrator by the evaluator within seven (7) calendar days after the Administrator has received the evaluation.

Each Administrator will receive a copy of each written evaluation and is expected to sign the original to acknowledge receipt of each evaluation. The Administrator may attach

an explanation or rebuttal to the evaluation. Within seven calendar days after the evaluation conference, the evaluation, with or without signature or statement of explanation, if any, may be placed in the Administrator's personnel file with a note indicating the date of the conference, the date of filing, and the reason if the evaluation is not signed.

There will be four evaluation meetings annually, three of which are to be scheduled within one week before or after the dates that the first, second, and third marking periods conclude. The final evaluation meeting will be scheduled on a date of mutual convenience between July 1 and July 15. The meeting agendas will include both a general review of performance as well as a review of the administrator's progress towards meeting the annual goals. Within five business days of the quarterly meeting, the administrator will receive from the superintendent a written report regarding the progress towards goal attainment and overall satisfactory performance. The final evaluation meeting will include a summary statement from the superintendent regarding general performance and attainment of goals.

Barring a major incident involving a serious breach of policy, law, or ethics, it is agreed that a determination of overall unsatisfactory performance will not occur unless the superintendent has apprised the administrator of the concern in at least one of the evaluation meetings scheduled during the school year. Likewise, should the superintendent determine that a goal(s) was not attained or only partially attained, the superintendent must inform the administrator of that possibility in one of the school year evaluation meetings if the information to make that determination is available. The superintendent's evaluation of the extent to which goals have been attained is final. Merit pay will be awarded no later than thirty business days after the final evaluation conference.

ARTICLE IV PERSONNEL FILES

A. In the official performance of their duties, the following individuals shall have access to Administrators' personnel folders:

1. Superintendent of Schools
2. Board Members in accordance with the applicable Commissioner of Education Regulations.

B Any new derogatory matter, other than that contained in confidential transcripts and letters of recommendation, will be shown to and discussed with the Administrator by the Superintendent to the extent such derogatory material is placed into the personnel file.

The Administrator will be given a copy of the material under discussion. The Administrator will have seven working days to sign the original and to attach an explanation or rebuttal. The Administrator's signature acknowledges receipt of the material only. It in no way should be construed as agreement with or acceptance of the material. If the material is not signed by the Administrator within the seven day period, it may be placed in the Administrator's personnel file with a note as to the reason it is not signed.

C. By appointment, an Administrator, accompanied by a representative of his/her choice, may examine all contents of his/her personnel file, with the exception of confidential transcripts and letters of recommendation. The appointment will be scheduled as early as possible and not later than five business days after the Administrator's request to the Superintendent or his designee. The Administrator will

be permitted to make one copy of each piece of material in his/her file at District expense, except confidential transcripts and letters of recommendation.

D. A complaint against any Administrator brought to the attention of the Superintendent or Board of Education will promptly be brought to the attention of that Administrator. However, it is recognized that in some circumstances the District has the right to conduct an investigation prior to the complaint being brought to the attention of the administrator. Unless there are compelling reasons to the contrary, the complainant will be instructed by the recipient of the complaint to air that complaint, if not already done so, with the Administrator in question prior to any further resolution of the complaint. To the extent possible, prior to any public discussion of the complaint by the Board or by the Superintendent, the complaining party shall, upon request, be identified for the Administrator, and every effort made to resolve the complaint.

In any event, such complaint shall not become part of the Administrator's file if the nature of the complaint and the identity of the complainant are not made known to the administrator.

ARTICLE V GRIEVANCE PROCEDURES

A. Purpose

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedence in a later grievance proceeding.

B. Definitions

1. A "grievance" is any alleged violation of a specific provision in this agreement or any dispute with respect to the meaning or application of specific provisions.

2. An "Administrator" is any person in the unit covered by this agreement.

3. An "aggrieved party" is the Administrator or group of Administrators who submit a grievance or on whose behalf it is submitted or the Association.

C. Submission of Greivances

1. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision(s) of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

2. A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) working days after the aggrieved party knew or should have known of the events or conditions on which it is based.

a. An Administrator or group of Administrators may submit grievances which affect them personally and shall submit such grievances to the Superintendent or his/her designee.

b. The Association may submit any grievance . It shall be submitted to

the Superintendent or his/her designee.

D. Grievance Procedure

1. Submission

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a grievance is being raised.

2. Superintendent

If the grievance is not resolved in step 1 above, it may be filed as a formal grievance to the Superintendent or his/her designee, in writing, as per section C (2) above. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her decision with respect to it no later than ten (10) working days of the receipt of the written grievance.

3. Board of Education

Within five (5) working days of the determination by the Superintendent, if the aggrieved is not satisfied he/she may make written request to the Board of Education for review and determination. The Board of Education or a member or members designated by the Board will give the grievant an opportunity to be heard within thirty (30) working days of the Board's receipt of the grievance. The Board of Education shall render a decision within ten (10) working days after the hearing. The decision of the Board of Education shall be final.

ARTICLE VI WORK YEAR AND LEAVES

A. Work Year

Southold Administrators work a 12 month work year. Unit members shall be entitled to the following fifteen (15) paid holidays: New Year's Day; King's Birthday; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; Good Friday; the last working day prior to December 25; and the last working day prior to January 1. If a listed holiday falls on a Saturday, the holiday shall be granted on Friday. If a listed holiday falls on a Sunday, the holiday shall be granted on Monday. If a holiday falls on an employee's scheduled day off, the employee shall receive a compensatory day off for that holiday so that the employee will receive fifteen (15) paid holidays per year. In no case shall a holiday be granted if school is in session. However, the holiday shall be granted on some other date not interfering with the school calendar. This day will be granted in agreement with the administrator and Superintendent. The Superintendent, following consultation with the Unit President, may, in lieu of providing employees with up to three (3) holidays, schedule up to three (3) alternate days off during which employees will be compensated. Those alternate dates shall be determined and given to the employees on or before June 30th of the preceding school year.

B. Vacation Days

1. Days not worked during July and August are considered as vacation.

Administrators shall be entitled to twenty-five (25) vacation days annually.

2. Vacation days not taken, up to a maximum of 10 days per year can be paid at the rate of 1/210 of base salary. In addition, unit members shall be entitled to a total of three (3) days off during the school recess periods. All vacation schedules and recess days taken off are subject to the superintendent's approval. Notwithstanding the above, five of the 25 summer vacation days may be taken between September 1 and June 30 with superintendent's approval. With respect to recess periods vacation time may be taken with the approval of the Superintendent. In addition, subject to exceptional circumstances, superintendent's approval will not be granted for vacation days during the week prior to the opening of school.

C. Sick, Personal and Other Leaves

1. Administrators shall be provided with twelve (12) paid sick leave days per year. Three of those twelve (12) days may be used for illness in the unit members' family. Unused sick days may be accumulated up to a maximum of two hundred twenty days. Additional days of sick leave without loss of pay may be granted upon the sole discretion of the Superintendent of Schools or his designee. The Superintendent's decision will not be grievable.

2. Administrators shall be entitled to three (3) personal days per year to attend to personal business that cannot be conducted during non-working hours, including house closings, consultations with lawyers, religious observation, financial business and other reasons that are beyond unit members control. Personal days will not be taken before or after a holiday or recess period without prior approval by the Superintendent.

3. In the case of the death of a member of an administrator's immediate

family, the administrator shall be entitled to five (5) days leave with full-pay, with no loss of leave time. At the discretion of the Superintendent, such leave may be extended, and bereavement for other than immediate family members may be provided at the Superintendent's discretion.

4. Additional days without loss of pay or accumulated days will be granted for any mandated appearance in legal proceedings where the Administrator is subpoenaed for any legal proceedings connected with the Administrator's employment with the school district, and in connection with a matter before PERB where the administrators attendance is necessary.

5. Participation in various educational forums, conferences, and service with professional education organizations is encouraged. Such participation is subject to the approval of the Superintendent and is not deductible from accumulated days.

6. Teachers within the Southold Union Free School District who move into administration, defined as represented by the Southold Administrators Association, shall carry over their then present accumulation up to a total of 180 days.

ARTICLE VII BENEFITS

B. Personal Property Protection

1. The School District shall reimburse Administrators for replacing or repairing personal effects not covered by Workers' Compensation which are damaged, destroyed, or lost as the result of any injury sustained in the course of the Administrator's employment to a maximum of \$750 per administrator.

2. The School District will reimburse Administrators for the cost of damage done to personal family automobiles damaged or vandalized while the auto is on school property during the performance of the Administrator's duties by paying the deductible amount, not to exceed \$500.00,

11. Payroll Deductions

The Board shall provide for payroll deductions for tax sheltered annuities, credit union, insurance premiums and investment firms as designated by each Administrator on forms acceptable to the School District Business Manager, but provided by the Association.

The Board shall provide for Association dues deduction from payroll for Association members only.

The declaration of Association membership shall be on forms acceptable to the School District Business Manager. Membership declaration forms shall be filed with the School District Business Manager on or before July 1 of each school year. The Association President shall inform the School District Business Manager, in writing, of the association dues on or before July 1 of each year.

The Board shall not be responsible for any agency fee payroll deduction for any non-association member unless there is State Legislation during the term of this contract which mandates such deduction. In that instance, the Association President shall notify the Board President and the Superintendent of such action and fee (or dues) deduction shall begin in the following fiscal year unless the legislation specifies otherwise.

The Board shall not be responsible for the receipt of funds deducted and forwarded as authorized by any Administrator.

C. Health Insurance

The District shall provide health insurance coverage through the East End Health

Plan. It is agreed that other plans may be reviewed, and that a plan may be selected that meets or exceeds present coverage. Unit members shall contribute 10% of the premiums associated with such coverage. An Administrator may waive the right to be covered by health insurance and relieve the District of any obligation for paying premiums on the Administrator's behalf. An Administrator making such election will receive a payment equal to half the premium amount for the coverage for which the employee is eligible, by separate check on the last payday of each school year. If such election occurs during the year, the sum will be prorated.

D. Life Insurance

The District will provide \$600 annually towards the payment of the premium of a term life insurance policy selected by the administrators.

E. Dental Insurance

Administrators shall be allowed to enroll in the Equinox Dental Plan currently being offered to members of CSEA. Administrators shall contribute 10% of the premium associated with such coverage. It is agreed that other plans may be reviewed, and that a plan may be selected that meets or exceeds present coverage. Any financial savings will accrue to the Southold Union Free School District. Retiring administrators may continue participation by paying the full cost.

F. Terminal Leave (Retirement Incentive)

Unit members will be eligible for a terminal leave benefit during the first year of eligibility. To be eligible for this terminal benefit, a unit member must have achieved 10 years of service with the District and be eligible to retire without penalty under the New York State Teacher's Retirement System. The individual administrator may elect to retire on the actual date of first eligibility, or at the conclusion of the school year in which the member first becomes eligible to retire. To take advantage of this provision, a

member must submit a letter of retirement by June 30 of the school year prior to the year of his/her actual retirement. The benefit shall consist of a \$5,000 payment and also include payment of 2% of the unit members annual salary at the time of retirement for each year of service as an administrator. In the event of a disability that would prevent the administrator from returning to his or her normal duties, the one year notice provision may be waived upon application to the Board. The District shall make the payment in the form of employer non-elective contributions into a designed IRC Section 403(b) account in the name of the retiring member in accordance with a memorandum of agreement related to the creation of an IRC Section 403(b) non-elective plan. No member shall have the right to receive this payment in cash.

G. Professional Memberships

The District shall reimburse administrators for their participation in professional associations, including, but not limited to the National Association of Elementary School Principals (NAESP), the National Association of Secondary School Principals (NASSP) and the association of Supervisors For Curriculum Development (ASCD).

Reimbursement shall not be provided for SAANY'S membership. The District shall contribute a minimum of \$250.00 for such expenses, unless the District is on a contingency budget.

H. Disability or Sickness Leave Related to Performance of Duties

The District will pay a unit member's regular salary up to a maximum of 90 days minus any amounts covered by insurance or Workman's Compensation for a period of up to ninety (90) days during times of illness or disability arising out of accidents, injuries, or illnesses sustained or arising while in the performance of a unit members duties. There

will be no consequential deduction from a unit member's sick leave in such a case.

I. Continuation of Health Insurance After Retirement

The District will pay 100% of the individual health insurance premium for retired unit members and 35% of the cost of family coverage. The spouse of a deceased administrator may elect to join the District's health insurance plan on a 100% contributory basis.

ARTICLE VIII SALARY

Adjustments in base salary for each current unit member over the course of the contract will be as described below. The salary adjustment earned in one year shall be applied to the salary in the following year for any unit member hired after July 1, 2005.

- A. 2003-04: Increased in accordance with CPI (3.9%)
- 2004-05: Increased in accordance with CPI (3.4%)
- 2005-06: \$6,000 increase

2006-07, 2007-08 and 2008-09: increases are contingent upon unit members receiving a satisfactory end of the year evaluation from the prior year, and upon meeting the established goals. The increases shall be \$3,000 per goal attained, up to a maximum of \$6,000 per year. All increases shall be added to base salary. Only members of the Association who are active as of the ratification of this agreement shall be eligible for these increases.

B. Two annual goals shall be established for the merit pay provisions reflected above. These goals shall be mutually agreed upon if possible. If not, the Superintendent of Schools will unilaterally determine the goals. In either event, the goals shall include specific criteria for evaluating whether or not they have been met. The Superintendent's decision with respect to whether the goals have been met shall be final.

ARTICLE IX CONTRACT DURATION AND STATEMENTS OF AGREEMENT

- A. This agreement shall be in effect July 1, 2003 through June 30, 2009.
- B. This agreement is the only written agreement between the parties and supersedes all other agreements previously entered into for the period of time set forth above and maybe changed only by the mutual written agreement of the parties.
- C. 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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- D. The parties agree that each has exercised its right to bargain for any provisions it wished to be included in this contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this contract, and as to every matter a final decision as to which is reserved to the Board of Education hereunder, the Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise, in its discretion, its duties, powers, responsibilities and rights in the direction and management of the Southold Union Free School District.

ARTICLE X MODIFICATION OF AGREEMENT

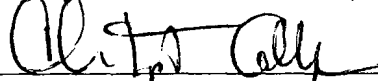
- 1. This Agreement may not be altered, amended or modified, except by a written agreement signed by the District and the Association. In addition, neither party may assign his rights, interests and obligations under this Agreement without the written consent of the other party and further provided, however, that any assignment shall be made subject to the terms of the Agreement. The laws of the State of New York shall govern this Agreement.

- 2. Where appropriate in this Agreement, words used in the singular shall include plural and words used in the masculine shall include the feminine and vice versa.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 28 day of November, 2007.



President, Board of Education, Southold UFSD



Superintendent of Schools, Southold UFSD



President, Southold Administrators' Association