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Employer Name: **Deer Park Union Free School District**

Union: **Deer Park Administrators Association**

Local:

Effective Date: **07/01/03**

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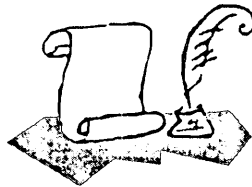
Deer Park Ufsd And Deer Park
Administrators Assn

SD
ADI

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
DEER PARK UNION FREE SCHOOLS
DEER PARK, NEW YORK



AND THE
DEER PARK
ADMINISTRATORS ASSOCIATION

JULY 1, 2003

JUNE 30, 2007

RECEIVED

DEC 01 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

**ARTICLE 1
RECOGNITION**

- 1.1 The Board of Education recognizes the Association as the exclusive collective negotiation agent for terms and conditions of employment for all Principals, and Assistant Principals of the Deer Park School District.
- 1.2 Nothing contained herein shall be construed to prevent any individual members of the Association from discussing personal problems with the Superintendent without representation of the Association, provided that resulting adjustments are not inconsistent with the terms of this Agreement.
- 1.3 Should the Board determine to change position content by adding or deleting responsibilities or entire positions, or should the Board decide to change titles or create new titles, prior to such movement, the Association will be consulted. However, the right to make studied changes in administrative arrangements remains with the Board.

**ARTICLE 2
PROFESSIONAL DUES DEDUCTION**

- 2.1 The Board agrees to the deduction of a uniform amount from the salaries of the members of the Association for dues for the Association, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the treasurer of the Association.
- 2.2 Deductions referred to above shall be made in equal amounts in each pay period for 5 consecutive pay periods. No later than September 15 of each year the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the

Board to deduct dues for the Association named above. After September 15 of each year, members who have not signed this authorization shall pay dues directly to the treasurer of the Association.

ARTICLE 3
NEGOTIATION PROCEDURE

- 3.1 There shall be negotiation in accordance with the procedures set forth herein in a good faith effort to reach mutual understanding and agreement on matters affecting the terms and conditions of employment of employees in the above described unit.
- 3.2 The Board agrees to enter into negotiations with the Association over a successor Agreement prior to 90 days of the expiration date of this Agreement. The Board or the Association shall initiate such negotiations prior to the above date. Any Agreement so reached shall apply to all personnel included in the bargaining unit defined above and shall be reduced to writing and shall be signed by the Board and the Association.
- 3.3 The Board and the Association during the negotiations shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all relevant records of the Deer Park Public School District, Suffolk County, Town of Babylon, New York. Either party, may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 4
PROFESSIONAL CONFERENCES

- 4.1 The Board shall pay the reasonable expenses, including fees, meals, lodging and/or transportation, incurred by members of the Association to attend workshops, seminars, conferences or other professional meetings subject to advance approval of the Superintendent. A sum of \$3,800 shall be established for such purpose. Written request shall be submitted with full information relative to the conference. A written report will be provided if requested by the Superintendent.
- 4.2 The Superintendent may require Administrators to attend conferences, workshops, etc. during the calendar year pursuant to this Section as shall be designated by him. Administrators required to attend such functions outside the school year shall receive reasonable advance notice of same, taking into consideration the administrators' vacation plans and the importance of the particular function.

ARTICLE 5
PROMOTIONS, VACANCIES AND TRANSFERS

- 5.1 All vacancies either occupied by members of this Association or for which they would be eligible shall be publicized by posting in every school a notice describing the vacancy. A copy of each notice shall be sent to the president of the Association.
- 5.2 No member shall be involuntarily transferred without prior consultation with the Superintendent. After proper consultation the right to make transfers remains with the Board.
- 5.3 Any permanent and significant change in duties and/or job description of any member of the Association will be discussed with the member and the President of the Association or his designee.

- 5.4 Transfer of teachers either voluntarily or involuntarily shall be discussed with the building principals before knowledge of such transfer is communicated to the transferee, if practicable, so that a smooth transition may take place.

ARTICLE 6
PROFESSIONAL WORK SCHEDULE

- 6.1 The work year for members of this unit is defined as the time from July 1st to June 30th. During this time period members will have the same vacation periods as provided in the teacher calendar.
- 6.2 Members, in addition, will have 23 days vacation in the summer. Summer employment will be determined by the member and/or his superior, in concert with central administration. The district reserves the right to determine how the summer employment will be served. In the event an administrator cannot utilize all vacation days as a result of work done for the district with the prior approval of the Superintendent, the administrator shall be compensated for up to 10 unused vacation days. The compensation shall be at the rate in effect as of the previous June 30th. Any other unused vacation days shall be lost. This shall not apply to days accumulated prior to June 30, 1996.
- 6.3 Where, during any time period, members' services are necessary due to an emergency situation or other pressing need, said members are on call and will report to work without any additional compensation. Reasonable notice shall be provided where circumstances permit. An administrator whose pre-existing plans will not permit attendance, shall be excused.
- 6.4 Upon request, the Association shall be permitted to review the proposed school calendar with the Superintendent, and make recommendations prior to its final adoption by the Board of Education.

- 6.5 Upon request of the Superintendent, building principals shall be present at a particular meeting of the Board of Education. The principals shall be given three (3) working days notice unless such notice is not practicable.
- 6.6 A principal or assistant principal shall be present in the building prior to the scheduled arrival time of teachers.
- 6.7 With the approval of the Superintendent of Schools, any administrator may purchase additional vacation days at the prevailing per diem rate then in effect.
- 6.8 Each administrator shall be entitled to two non-cumulative personal days annually which may be used upon reasonable prior notice to the Superintendent of Schools.

ARTICLE 7
POLICIES AND REGULATIONS

- 7.1 At the beginning of each school year, a complete copy of all written Board of Education policies and administrative procedures as accepted to date shall be placed on file in the Principal's office of each school, and one copy to the President of the Association.
- 7.2 One copy of each public Board of Education meeting agenda and approved minutes shall be provided to each member of this Association at the same time these items are made available to the members of the Board.

ARTICLE 8
PROFESSIONAL REPRESENTATION

- 8.1 There shall be an Administrative Council to advise the Superintendent to maintain effective communication throughout the school system.
- 8.2 The Administrative Council shall be composed of the Superintendent designated central office administration, Principals and Assistant Principals.

- 8.3 Major changes in the curriculum shall be discussed by the Administrative Council before recommendations are presented to the Board by the Superintendent.

**ARTICLE 9
EDUCATIONAL PROGRAM DEVELOPMENT**

- 9.1 The Board shall make every effort to develop and preserve a policy that will provide the necessary financial support for a continuing program of educational improvement, including but not limited to items such as consultative services, research and development programs, inservice workshops and curriculum development activities as recommended by the Administrative Council.

**ARTICLE 10
ADMINISTRATIVE AND SUPERVISORY RESPONSIBILITIES**

- 10.1 The Board recognizes that the members of this Association exercise administrative and supervisory responsibilities with relation to the staff in the school, therefore, the Board shall call upon the members of this bargaining unit for their views and for their participation solely as advisors in negotiations in matters that affect their administrative and supervisory responsibilities.
- 10.2 (a) It is the responsibility of the building principal to ensure that every tenured teacher and chairperson will be evaluated a minimum of once each semester. Non-tenured teachers and chairpersons shall be evaluated a minimum of three (3) times during each year, including at least once each semester.
- (b) Principals shall be responsible for the evaluation of assistant principals, clerical staff, heads and chief custodians. Tenured assistant principals shall be evaluated at least once per year

by the principal. Non-tenured assistant principals shall be evaluated at least twice a year by the principal, once by January and the second time by June 30. All civil service personnel shall be evaluated at least twice a year, once by January and the second time by June 30.

ARTICLE 11 SALARIES

- 11.1 The salaries are as set forth in Exhibit A. In addition, new administrators hired during the life of the contract will receive increases as agreed upon between the District and the Association.
- 11.2 A stipend of \$1,000 shall be paid for an approved doctorate in Education or Administration.
- 11.3 Each employee shall be eligible for an annual longevity stipend of \$1,000 after completion of 7 years and 14 years of service as a principal or assistant principal in public education. This stipend shall not be considered part of the employee's base salary.

ARTICLE 12 FRINGE BENEFITS

- 12.1 Members of the Association shall continue to enjoy fringe benefits as have heretofore been established, except that the members of this unit shall receive the same health insurance benefits and to the same degree as are provided to those employees in the Chairpersons and Directors unit. Effective July 1, 1994 all unit members shall be responsible for payment of 20% of the health insurance premiums. At any time, the District may substitute another health insurance plan with equal benefits for any health insurance plan then provided by the District. Each Administrator shall be provided with term life insurance coverage in the amount of \$150,000.
- 12.2 Leave of absence for valid reasons may be granted without pay to members of this Association at the discretion of the Board, consistent with the needs of the District.

12.3(a) Members of the Association shall receive 15 days for sick leave, which if unused shall be accrued as accumulative sick leave. Sick days accumulated prior to June 30th, 1986 are not compensable unless they were accumulated in this unit prior to July 1, 1976, or were brought with the employee from another unit and were compensable in that unit. Employees may accumulate up to 200 days to be compensable on a one-for-one basis. Days accumulated over 200 are compensable on a one-for-two basis. Effective 7/1/96 no administrator may accumulate more than 60 days for payment at the rate of 1 day for 2 days of accumulated sick days (days accumulated over 200). Any administrator who has more than 60 days shall not suffer a loss of days for illness or retirement payment. If because of illness or the use of personal days, his/her accumulated days falls below the number he/she has accumulated as of 7/1/96, he/she will be able to re-accumulate back to the number he/she had as of 7/1/96. Employees hired after July 1, 1987, may accumulate only 180 compensable days, compensable on a one-for-one basis - anything over 180 is not compensable unless the employee accumulated them in a unit in Deer Park which provided compensation for such days. Employees must give one-year written notice prior to retirement to be eligible. Employees retiring effective June 30, shall be paid no later than the first pay day of July. Employees retiring prior to February 1, shall be compensated on a pro-rated amount: one twelfth (1/12) of accumulated sick leave paid for each month worked during current school year at current year's salary. The remainder to be based on previous year's salary. Noncompensable days shall be those

days first utilized for sick leave purposes. Compensation shall be at a per diem rate of one two-hundred-and-a-tenth (1/210).

- (b) Unit members shall retain sick leave which they have accumulated to 6/30/94. Days earned after 7/1/94 will be paid for at the rate earned. New members may accumulate up to 180 days, but shall only be paid for 1 day for each 3 accumulated at the time of retirement, to a maximum of 60 days. Employees hired after 6/30/99 shall accumulate a maximum of 150 sick days payable at the rate of 1 for 3 for a maximum 50 days for purposes of compensation at time of retirement.

ARTICLE 13 ASSOCIATION PRIVILEGES

- 13.1 The use of the facilities of the schools shall be permitted for Association business providing there is no interference with the proper use of the schools for educational activities, and such business is conducted at reasonable hours and conforms to the rules and regulations for the use of schools according to District policy.
- 13.2 The only record with respect of any Association member for any official purpose shall be the member's official personnel file in the Superintendent's office. A member shall be entitled to examine his professional file and shall receive a copy of any letter or written communication which reflects favorably or unfavorably on the member or on the performance of his duties, if such letter or communication is to be inserted in the member's file and record. Any response filed by a member must also be included in such file, but no implication of any kind shall be drawn from any failure to make such response. Subject to reasonable procedural requirements, a member shall have the right to review his file during the normal workday.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 A Grievance shall be presented within ten (10) working days after the event giving rise to the grievance occurs only by or on behalf of an individual member of the bargaining unit or a group of members of the bargaining unit concerned with grievance, and after approval of Grievance Committee.

14.2 Grievance shall be defined as follows:

- a) Any dispute arising over the interpretation or application of the rules, written policies and administrative regulations of the Board of Education of the Deer Park School District. b) Any dispute arising over the application or interpretation of any of the provisions of this Agreement.

14.3 APPEAL TO SCHOOL BOARD EXECUTIVE COMMITTEE

A grievance which is not adjusted satisfactorily at the administrative level may be submitted by either party to the School Board.

ARTICLE 15
LITIGATION

15.1 The Board shall provide legal counsel and shall defend members of this Association in lawsuits brought against them for acts of said members in legal performance of assigned administrative supervisory and/or teaching duties.

ARTICLE 16
OTHER CONTRACTUAL PROVISIONS

16.1 Contracts of all other District bargaining units shall be provided each building administrator as soon as such contracts are available.

ARTICLE 17
SEPARABILITY AND RENEGOTIATION

17.1 To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State Law. Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State Law, then such provision shall be deemed inoperative, with the remaining provisions having full force and effect.

ARTICLE 18
DURATION

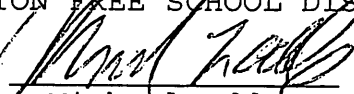
18.1 This Agreement shall be effective from July 1, 2003, until June 30, 2007, inclusive.

"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"

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on 3/14/03

BOARD OF EDUCATION
DEER PARK PUBLIC SCHOOLS
UNION FREE SCHOOL DISTRICT

BY


Michael Oddo

DEER PARK
ADMINISTRATORS
ASSOCIATION

BY


Richard Oehrlein

EXHIBIT A

BASE SALARIES

NAME	2003-04	2004-05	2005-06	2006-07
Klosk, N.	\$113,420.	\$121,496.	\$126,355.	\$130,146.
Bingham, J.	113,144.	121,200.	126,048.	129,830.
Kelly, A.	107,682.	111,990.	116,469.	119,963.
Cavanaugh, J.	107,682.	111,990.	116,649.	119,963.
Caliguiri, F.	107,682.	111,990.	116,469.	119,963.
Oehrlein, R.	104,707.	108,895.	113,251.	116,648.
Hess, R.	96,460.	100,318.	104,331.	107,461.
Wallace, T.	92,685.	97,319.	102,185.	106,273.
Garcia-Soler, L.	91,850.	95,524.	99,345.	102,325.
Cummings, J.	90,750.	95,288.	101,005.	106,055.
Konecny, A.	90,750.	94,380.	98,155.	101,100.
Richardt, C.	77,250.	79,568.	81,955.	84,413.
Audubon, L.	77,250.	79,568.	81,955.	84,413.

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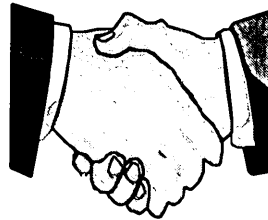
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Deer Park Ufsd And Deer Park Assn
Of Chairpersons/Dirs

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
DEER PARK UNION FREE SCHOOLS
DEER PARK, NEW YORK



AND THE
DEER PARK ASSOCIATION OF
CHAIRPERSONS/DIRECTORS
SAANYS

JULY 1, 2002
RECEIVED

JUNE 30, 2006

DEC 01 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT made this 27th day of November 2001 by and between THE BOARD OF EDUCATION OF DEER PARK UNION FREE SCHOOL DISTRICT, Suffolk County, New York (hereinafter called the "Board") and DEER PARK ASSOCIATION OF CHAIRPERSONS, SUPERVISORS AND DIRECTORS (hereinafter called the "Association").

**ARTICLE 1
RECOGNITION**

- 1.1 The Board of Education recognizes the Deer Park Association of Chairpersons, Supervisors and Directors as the exclusive collective negotiating agent for terms and conditions of employment for the Chairpersons, Supervisors and Directors of Deer Park Union Free School District, Deer Park, New York.

**ARTICLE 2
PROFESSIONAL DUES DEDUCTION AND AGENCY FEE**

- 2.1 The Board agrees to the deduction of a uniform amount from the salaries of members of the Association for dues for the Deer Park Association of Chairpersons, Supervisors and Directors, as said members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the treasurer of the Association.
- 2.2 Deduction referred to above shall be made each pay period starting with the eighth pay period and ending with the seventeenth pay period. No later than September 20th, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association named above. After October 14th, members who have not signed this authorization shall pay dues directly to the treasurer of the Association.
- 2.3 Agency fee deductions will be made from the salaries of non-members of the Association in a manner equal and similar to dues deductions made for members in consideration of the benefits received by such employees from negotiations and contract enforcement performed by the Association. The Association shall establish and provide to the District

procedures required by law for the protection of any such employee, and the Association shall save harmless the District from any claim or litigation brought as a result of the implementation of this provision.

**ARTICLE 3
NEGOTIATION PROCEDURE**

- 3.1 There shall be negotiations in accordance with the procedure set forth herein in a good faith effort to reach mutual understanding and agreement on matters affecting the terms and conditions of employment of employees in the above described unit.
- 3.2 The Board agrees to enter into negotiations with the Association over a successor Agreement at a reasonable time prior to the expiration of this Agreement. Any Agreement so reached shall apply to all personnel included in the bargaining unit defined above and shall be reduced to writing and shall be signed by the Board and the Association.
- 3.3 The Board and the Association during the negotiations shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records of Deer Park Union Free School District, New York. Either party, may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 3.4 If the negotiations described in the above sections have reached an impasse, then the New York State Public Employee Relations Board's procedures on impasse shall prevail.

**ARTICLE 4
PROFESSIONAL CONFERENCES**

- 4.1 The Board shall provide a fund not to exceed \$5,000 per year to pay the reasonable expenses, including fees, meals, lodging and/or transportation, incurred by members of the Association to attend workshops, seminars, conferences or other professional meetings

subject to advance approval of their immediate supervisor and Superintendent. Written request shall be submitted on or before October first, and/or February first, of each school year. Requests shall give full information relative to the conferences.

- 4.2 Each conference participant, unless otherwise directed, shall within two weeks of completion of conference, submit a written report describing same to the Superintendent. If such report is to be utilized within the District, the Superintendent, or his designee, shall meet with the conferee to discuss the report.

**ARTICLE 5
PROMOTIONS, VACANCIES AND TRANSFERS**

- 5.1 All vacancies and positions covered by members of the Association shall be publicized pursuant to the following procedure.

- a) Such vacancies shall be adequately publicized which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of the qualifications for the position, including the duties and salary range. During summer recess such notices shall be mailed to the officers of the Association. (President, Vice-President, Secretary, and Treasurer.)
- b) Such notices shall be posted as far in advance as possible.
- c) Candidates shall submit their applications in writing to the Superintendent.
- d) Applicants shall be notified in writing within two weeks, when a vacancy has been filled.

**ARTICLE 6
PROFESSIONAL WORK SCHEDULE**

- 6.1 Members of the Association shall have all holidays and school vacations as provided for in the school calendar. Directors' and

Chairpersons' school year will be from September 1st to June 30th, exclusive of Labor Day except as provided herein. In addition, all Directors may be required to work (7) additional days without compensation. These days shall not be in lieu of the ten (10) days currently worked by the Chairperson of Guidance for the purpose of preparing for summer school programs and the opening of school. Except in emergency circumstances, reasonable notice will be provided and such days will be reasonably scheduled. Any employee required in writing to work extra days beyond those stipulated above shall be paid at the rate of 1/200 of his/her annual salary for each day worked. Any compensatory time earned by an employee will be scheduled by mutual written agreement. If there is no mutual agreement, the employee will be paid for the time.

**ARTICLE 7
POLICIES AND REGULATIONS**

- 7.1 At the beginning of each school year, a complete copy of all written Board of Education policies and administrative procedures as accepted to date shall be provided to the President of the Association.

**ARTICLE 8
SUPERVISORY RESPONSIBILITIES**

- 8.1 The Board recognizes that the members of this Association exercise supervisory responsibilities with relation to the staff in the school; therefore, the Board shall call upon the members of this bargaining unit for their views and for their participation solely as advisors in negotiations in matters that affect their supervisory responsibilities.
- 8.2. Directors will be responsible for the evaluation of clerical staff under their jurisdiction.

**ARTICLE 9
SALARY**

- 9.1 The schedule of payment is attached hereto. (See APPENDIX A.)

A Director or Chairperson shall not advance to the next salary step as provided in Appendix A unless he/she is recommended for such advancement in accordance with procedure set forth in Appendix B attached to this agreement.

- 9.2 The Board of Education may, with the recommendation of the Superintendent, withhold all automatic increments or hold any employee on step or both, within the provisions of the law of New York State. Such action will not occur without just cause. It is understood that this section applies solely to that portion of the employee's salary paid pursuant to the teacher's salary schedule.

ARTICLE 10 FRINGE BENEFITS

- 10.1 All present and future fringe benefits including, but not limited to, health, dental and optical insurance, prescription insurance, long term disability insurance, life insurance, tax-sheltered annuities, maternity, sick and personal days, with unlimited accumulation rights, and personal leave accruing to teachers shall accrue to members of this unit unless specifically stated to the contrary elsewhere in this agreement. Notwithstanding anything else contained herein, the District may substitute another health insurance plan for the one then currently provided, so long as such plan has benefits at least equal to the plan then currently in existence.
- 10.2 Payment for accumulated sick leave at retirement.
- a) Bargaining unit members shall retain all sick leave which they have accumulated as of June 30, 1995, unless subsequently used.
 - b) Effective July 1, 1995, payment for sick days accumulated from that date shall be paid for at the rate earned. There shall be no change in the payment for days accumulated prior to July 1, 1995.

- c) Effective July 1, 1995, no employee may accumulate more than 200 days for payment at the rate of one-for-one. Any employee who has more than 200 days accumulated as of June 30, 1995, shall be entitled to one-for-one payment for those days accumulated. An employee may accumulate 60 days beyond the limit of 200 to be paid for at the rate of one day's pay for each two days accumulated.
- d) New employees hired on or after July 1, 1995 may accumulate up to 180 days of sick leave for retirement payment, but shall only be paid for one day for each three accumulated days, to a maximum of 60 days.
- e) Employees hired on or after July 1, 1998 may accumulate up to 150 days of sick leave for retirement payment, but shall only be paid for one day for each three accumulated days, to a maximum of 50 days.
- f) Employees hired after June 30, 2002 may accumulate up to 120 days of sick leave for retirement payment, but shall only be paid for 1 day for each 3 accumulated days, to a maximum of 40 days.

10.3 In addition to the current sick leave policy, leaves of absence for valid reasons may be granted without pay to members of this association at the discretion of the Board, consistent with the needs of the district.

10.4 Life insurance coverage for Association members shall be equal to double the current salary of said member.

ARTICLE 11 ASSOCIATION PRIVILEGES

11.1 The use of the facilities of the schools shall be permitted for Association business, providing there is no interference with the proper use of the schools for education activities, and such business is conducted at reasonable hours and conforms to the district's policies.

11.2 The only record with respect to any Association member for any official purpose shall be the member's official personnel file in the Superintendent's office. A member shall be entitled to examine his professional file and shall receive a copy of any letter or written communication which reflects favorably or unfavorably on the member or on the performance of his duties, if such letter or communication is to be inserted in the members's file and record. Any response filed by a member must also be included in such file. Failure to respond shall not be construed to indicate agreement with the filed insertion. Subject to reasonable procedural requirements, a member shall have the right to review his file during the regular workday.

ARTICLE 12 WORK SCHEDULE

- 12.1 The work schedule for Chairmen in the Middle School may include four (4) classes per day of teaching. Foreign Language at the High School may be responsible to teach five (5) periods per day. One (1) period will be allotted for teaching preparation and one (1) period for lunch. The remaining periods will be for supervisory duties, these not to exceed fifty percent of the Chairmen's work day. The supervisory duties for Chairmen is attached hereto. (See Appendix C.)
- 12.2 The Directors of Science, Mathematics and Social Studies at the High School shall be responsible one (1) period per day to coordinate within their subject area district wide, grades K through 12.
- 12.3 The Business High School Chairperson will teach three (3) periods per day.
- 12.4 Directors may be required at the discretion of the Superintendent, to teach up to two (2) periods per day. Directors shall be notified by June 1st, except in unusual circumstances, as to the number of periods, if any, that they will be required to teach in the following school year.

- 12.5 Wherever possible, Directors being asked to work during the summer months shall be notified by May 1st of that year. Every effort shall be made to mutually agree upon the time for such summer work.
- 12.6 Chairpersons/Directors shall be present in the building prior to the scheduled arrival time of teachers.

ARTICLE 13
GRIEVANCE PROCEDURE

- 13.1 A grievance shall be presented only by or on behalf of an individual member of the bargaining unit or a group of members of the bargaining unit within ten (10) working days of the occurrence of the grievance.
- 13.2 Grievance shall be defined as follows: Any dispute arising over the application or interpretation of any of the provisions of this Agreement.
- 13.3 An aggrieved party or parties shall be entitled to any representative of his/her own choice at any step of the Grievance Procedure.
- 13.4 Failure by the grievant to appeal a decision at any step within established time limits is to be construed as having the grievance dropped.
- 13.5 Failure to render a decision within the time limit provided herein, any step, shall automatically thrust the grievance into the next step, unless, by mutual consent the time requirements have been waived.
- 13.6 STEP 1
- a) Any Grievance under this agreement between a member of this Association and the District shall be settled in the first instance by the aggrieved person involved and/or his Association representative if requested by the aggrieved person, with the immediate supervisor or administrator. A grievance shall be submitted to the immediate supervisor or administrator in writing, and shall be answered by said supervisor or administrator in writing within ten

(10) working days from the time the grievance was received.

13.7 STEP 2:

- a) In the event that the grievance is not adjusted under Step 1, the individual grievant or the Association through its Grievance Committee, at the grievant's request, may within ten (10) days, from the written answer take up such grievance with the Superintendent.
- b) The Superintendent or the Association, as the case may be, after informal hearing where requested, at which the grievant and his representative may appear and present oral and written statements or arguments shall answer in writing, within fifteen (15) working days of the hearing.

13.8 STEP 3:

- a) A grievance which is not adjusted under Step 2, may, at the request of either party within two weeks of the Step 2 answer, by promptly submitting to a three-person District Grievance Board appointed for that grievance by the Superintendent on the basis of one appointed by the Association or grievant, one appointed by the Board of Education and a third neutral member, who shall become chairman, to be selected by the mutual agreement of the other two members.
- b) The district and the Association shall bear equally the neutral member's fees and his other expenses.
- c) The Grievance Board will issue a written report containing a finding of facts and recommendations. If the Grievance Board is unanimous, the award stands. Lacking unanimity, this report shall be advisory to the Board of Education which will make the final decision.

**ARTICLE 14
LITIGATION**

14.1 The Board shall provide legal counsel and shall defend members of this Association in lawsuits brought up against them for acts of said members in legal performance of assigned administrative-supervisory and/or teaching duties as required by the Education Law.

**ARTICLE 15
ACTING APPOINTMENTS**

15.1 A teacher who accepts an acting appointment to a position covered by this Agreement and serves as such for more than a sixty (60) day period shall be governed by the terms and conditions of this agreement during such appointment.

**ARTICLE 16
STRIKES**

16.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by employees covered by this agreement, nor any instigation thereof by the Association or its agents or representatives.

**ARTICLE 17
THE BOARD**

17.1 It is expressly understood and agreed that the Board, except to matters relating to wages, hours, terms, and conditions of employment as herein provided reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders, and policies, or any and all matters and subjects.

**ARTICLE 18
COLLECTIVE NEGOTIATIONS**

18.1 The parties hereto agree that they have fully bargained with respect to salaries, hours, and other terms and conditions of employment and

have settled the same for the terms of this Agreement in accordance with terms hereof.

**ARTICLE 19
SEPARABILITY AND RENEGOTIATION**

19.1 To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State law. Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State law, then such provision shall be deemed inoperative with the remaining provisions having full force and effect.

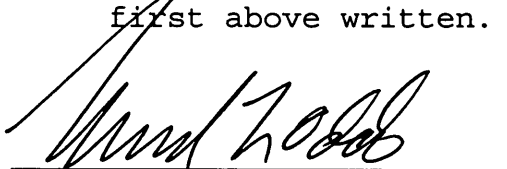
**ARTICLE 20
LEGISLATIVE APPROVAL**

20.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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.

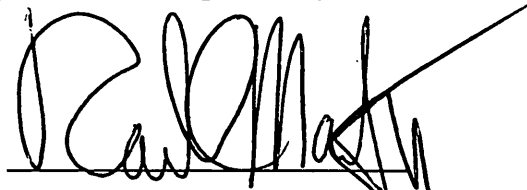
**ARTICLE 21
DURATION**

21.1 This agreement shall be effective from July 1st, 2002 until June 30th, 2006.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.



MICHAEL ODDO
PRESIDENT
BOARD OF EDUCATION
DEER PARK UNION FREE
SCHOOL DISTRICT



RAYMOND MARTINEZ
PRESIDENT
DEER PARK ASSOCIATION
OF CHAIRPERSONS,
SUPERVISORS AND
DIRECTORS

APPENDIX A

SALARY

Chairperson's salary will consist of what they would make as teachers plus the following schedule:

STEP	2002-03	2003-04	2004-05	2005-06
1	4730	4872	5018	5169
2	5039	5190	5346	5506
3	5347	5507	5672	5842
4	5656	5826	6001	6181
5	5964	6143	6327	6517
6	6273	6461	6655	6855
7	6581	6778	6981	7190
8	6889	7096	7309	7528
9	7198	7414	7636	7865
10	7507	7732	7964	8203

Director's salary will consist of what they would make as teachers plus the following schedule:

STEP	2002-03	2003-04	2004-05	2005-06
1	5794	5968	6147	6331
2	6136	6320	6510	6705
3	6479	6673	6873	7080
4	6821	7026	7237	7454
5	7164	7379	7600	7828
6	7508	7733	7965	8204
7	7850	8086	8329	8578
8	8193	8439	8692	8953
9	8535	8791	9055	9326
10	8878	9144	9418	9701
11	9221	9498	9783	10,976
12	9564	9851	10,146	10,451
13	9907	10,204	10,510	10,825

APPENDIX B

DISTRICT WIDE DIRECTORS: JOB DESCRIPTION/MAJOR RESPONSIBILITIES

- I. At both secondary buildings:
 1. Serve as the instructional leader and the administrator of the department. Provide a model of professionalism for staff and supervise all professional and nonprofessional personnel in the department.
 2. Recruit, evaluate and recommend candidates for department staffing; provide an orientation program for new staff members.
 3. Check plan books.
 4. On a continuous basis and at the end of each report card period, review with the teachers overall student achievement as reflected on the grade sheets.
 5. Observe teachers as per directives from Central Office.
 6. Present views for the retention of teachers to the principal.
 7. Attend relevant training and orientation sessions; promote professional growth of the department members by encouraging attendance at conferences and membership in professional organizations.
 8. Provide leadership in enhancing staff morale and school district cohesiveness. Includes carrying out and explaining school and district programs and procedures to students, parents, staff and community.
 9. Provide publicity for the department to develop better community and department relations.
 10. Participate in the coordination and implementation of cocurricular academic activities.
 11. Prepare and review the budget for the following year with the principal.
 12. Act as liaison between department and administration on department matters.
 13. Discuss the teaching schedules for the following year with the principal.
 14. Review and alert staff to professional articles found in newspapers, magazines, books, etc..
 15. Suggest to the librarian materials which may be ordered and shelved for student or staff use.
 16. Keep an inventory of department materials and equipment.

17. Assist department members in creating an atmosphere for learning; assume responsibility for and hold conferences with students and parents as required to resolve student-teacher concerns or student disciplinary problems related to the department.

18. Generally assist the building principal in developing and evaluating policies regarding curriculum and extra curricular activities.

19. Where possible assist principals in maintaining order during emergency situations.

II. In addition the following are curricular and other responsibilities in the elementary buildings.

1. Prepare and review the budget for the following year with the principal at each elementary building.

2. Coordinate curriculum development. Articulate this curriculum from K through 12.

3. Review and alert staff to professional articles found in newspapers, magazines, books, etc..

4. Review and alert staff to new state mandates, tests, etc. and provide in-service when needed to meet these mandates.

5. Meet with new staff to discuss the pacing and philosophy of the program.

6. Order and arrange for distribution of supplies for the program.

7. Where possible assist principals in maintaining order during Emergency situations.

APPENDIX C

DEPARTMENT CHAIRPERSON: JOB DESCRIPTION/MAJOR RESPONSIBILITIES

1. Serve as the instructional leader and the administrator of his/her department. In addition to fulfilling his/her role as a teacher in an exemplary manner (and thus providing a model of professionalism for his/her staff) he/she is to supervise all professional and nonprofessional personnel in his/her department.

2. Recruit, evaluate and recommend candidates for departmental staffing; provide an orientation program for new staff members.
3. Check plan books.
4. On a continuous basis and at the end of each report card period, review with the teachers overall student achievement as reflected on the grade sheets.
5. Observe teachers per directives from Central Office.
6. Present views for the retention of teachers to the principal.
7. Attend relevant training and orientation sessions; promote professional growth of the department members by encouraging attendance at conferences and membership in professional organizations.
8. Provide leadership in enhancing staff morale and school district cohesiveness. Includes carrying out and explaining school and District programs and procedures to students, parents, staff and community.
9. In conjunction with the appropriate Director, articulating departmental efforts to those of other departments on all levels within the school and the District: coordinate the curriculum development in the Middle and Senior High Schools at monthly meetings with the other department heads.
10. Provide publicity for the department to develop better community and department relations.
11. Participate in the coordination and implementation of cocurricular academic activities.
12. Prepare and review the budget for the following year with the principal.
13. Act as liaison between department and administration on department matters.
14. Discuss the teaching schedules for the following year with the principal.
15. Review and alert staff to professional articles found in newspapers, magazines, books, etc..
16. Suggest to the librarian materials which may be ordered and shelved for student or staff use.
17. Keep an inventory of department materials and equipment.
18. Assist department members in creating an atmosphere for learning; assume responsibility for and hold

conferences with students and parents as required to resolve student-teacher concerns or student disciplinary problems related to the department.

19. Generally assist the building principal in developing and evaluating policies regarding curriculum and extra curricular activities.
20. All of the above responsibilities of the department chairpersons shall be implemented without interruption of their teaching responsibilities, except in emergencies. Although the chairpersons' schedule shall remain flexible, the principal may call on the chairpersons for administrative assistance as needed without interfering with their responsibilities as chairpersons.
21. Assist the principals of the Middle School and High School as needed.