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#### **Contract Database Metadata Elements**

Title: **Sodus Central School District and Sodus Administrators Association, Inc. (2005)**

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Union: **Sodus Administrators Association, Inc.**

Local:

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ADi / 6202

**CONTRACTUAL AGREEMENT**

**between the**

**SODUS ADMINISTRATORS' ASSOCIATION, INC.**

**and the**

**SODUS CENTRAL SCHOOL DISTRICT**

**Sodus, New York**

**July 1, 2005 – June<sup>30,</sup> 2008**

**RECEIVED**

DEC 05 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE I - RECOGNITION**

- A. The Board of Education of the Sodus Central School District has granted recognition to the Sodus Administrators Association. ("The Association") as the exclusive negotiating representative for Administrators, being positions as are or in the future may be included in the Central Administrative Cabinet. Each employee within the above described bargaining unit will henceforth be referred to as a "unit member"; the group of employees as "unit members".
- B. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine, the singular the plural, vice versa.

## **ARTICLE II - EVALUATION**

- A. The Superintendent shall evaluate all administrators. Evaluation will occur twice per year with feedback being given mid-year (February) and a final annual evaluation (September).

## **ARTICLE III - FAIR DISMISSAL PROCEDURE**

- A. Before a probationary Administrator is dismissed from employment in the District, he shall, after written request, be provided by the Superintendent with the reasons for his dismissal in accordance with the Education Law of New York State.
- B. If the Administrator is not satisfied with the reasons for dismissal given by the Superintendent, he shall, upon written re-quest to the Clerk of the Board, be granted a hearing before the Board of Education within fourteen school days. The Superintendent and Administrator shall each present his position regarding the dismissal at the Board meeting. The Administrator shall be entitled to representation of his choice.
- C. The Board will render a written decision based upon good and substantial reason in its judgment within ten school days of the hearing.
- D. The arbitrator shall have the usual and customary authority to fashion a remedy provided, however, that he shall in no event be authorized to grant tenure.
- E. The procedures in B, C, and D above apply only to those administrators who are serving their last full year of probationary service.

#### ARTICLE IV - HEALTH EXAMINATIONS

The Board of Education reserves the right to require physical and/or psychiatric and/or psychological examinations by its designated physician. Such examinations will be paid for by the District. Examinations obtained by physicians other than those designated by the District will be at the administrator's expense.

In the event of dispute or conflicting medical opinion as between district and administrator's physicians, a mutually agree-able third party physician shall be selected, examination had and the cost of such examination shared equally between district and administrator.

#### ARTICLE V - EMPLOYMENT PRACTICE

- A. Any reduction in the size of the administrative staff shall be deemed a change in the terms and conditions of employment of the remaining members of the staff and the impact of that change shall be subject to negotiation between the parties.
- B. The district will pay for one or more professional organizations for each member of the unit excluding SAANYS, the amount not to exceed \$150.00.

#### ARTICLE VI - SALARY

- A. **Starting Salaries** - The starting salary for administrative positions shall be no lower than:

Director of Special Education	\$85,000
Director of Curriculum and Instruction	\$85,000
Principal	\$80,000

- B. **Salary Increases**

1. 2005-06 School Year: For each member of the bargaining unit, the salary increase from his/her base salary for 2004-05 will be 3.75%.
2. 2006-07 School Year: For each member of the bargaining unit, the salary increase from his/her base salary 2005-06 will be 3.75%.
3. 2007-08 School Year: For each member of the bargaining unit, the salary increase from his/her base salary 2006-07 will be 3.75%.

- C. **Tuition Waiver Program** - Full time non-resident unit members will be afforded the privilege of enrolling their natural or adopted children, residing with them, without the payment of tuition, subject to the following conditions and limitations:
  - (a) Their enrollment shall not require the addition of any staff position, facilities or equipment; and
  - (b) Their continued attendance is conditioned upon the student's maintenance of all disciplinary and academic requirements of the district

## ARTICLE VII - SALARY PAYMENTS

- A. Salary payments shall be based on a twelve- (12) month structure. Salaries are to be paid bi-weekly according to a prearranged schedule commencing in July and will be paid every other Friday.
- B. Administrators' salaries will be prorated on a per diem basis, for all reasons other than Article IX, Section G and Section I, at the rate of 1/240th of their annual salary.

## ARTICLE VIII - INSURANCE BENEFITS

- A. **Group Health Insurance:** The opportunity is afforded all unit members to enroll in the Blue Point II Plan with the \$5/\$15/\$30 prescription drug rider as offered by the NMCMSDP (the Base Plan) and the Sodus CSD Dental Assistance Plan.
  - 1. In the event of death of an insured employee, his/her dependent's or domestic partner's coverage under "the Plan" shall continue without cost to such dependent until any one of the following shall occur:
    - a.) Remarriage of the spouse/domestic partner
    - b.) Termination of dependent/domestic partner status
    - c.) One year from employee's death
    - d.) The dependent/domestic partner becomes eligible for Medicare
  - 2. Unit Members wishing to enroll in this plan must notify the District Business Office by October 1 or within the first thirty (30) days of their employment.
  - 3. The school district shall pay 90% of the premiums of the plans described in A above for all personnel covered under the school group plan.
  - 4. Unit members may subscribe to alternative medical plans offered by the District, including the Blue Cross / Blue Shield Traditional Indemnity Plan with the out-patient, full-service maternity, and \$5.00 co-pay prescription rider. For alternative plans, the District will pay an amount equal to the dollar contribution paid for the Base Plan.
  - 5. Applicable to Unit Members Hired Prior to July 1, 2005 and Enrolled in the Blue Cross/Blue Shield Indemnity Plan on July 1, 2005: Unit members enrolled in the Blue Cross/Blue Shield Traditional Indemnity Plan with the out-patient, full-service maternity, and \$5.00 co-pay prescription rider may continue enrollment in the Blue Cross/Blue Shield Traditional Indemnity Plan with the District paying 85% of the premium. Failure to maintain continuous enrollment in the Blue Cross/Blue Shield Traditional Indemnity Plan will forfeit the unit member's return to benefit coverage provided by this section.
  - 6. Unit members with a "domestic partner" will have the opportunity to enroll in the appropriate health insurance plans after completing and submitting the District's "Affidavit of Domestic Partnership." (Appendix "A")

- B. Termination of Health Care Benefits** - Unit members who voluntarily terminate, or as a result of staff reductions terminate their employment with Sodus Central School District after ten (10) continuous years service in the district will receive payment of 100% of health insurance premiums after the date of separation to the extent that such payments are covered by a fund created by the district for the individual benefit of each qualifying unit member. That fund shall initially be equal to the number of days of unused sick leave accrued to the credit of the unit member on the date of termination multiplied by \$50.00 per unused sick leave day. The district business office will cause health insurance premium payments to be made until such time as the individual fund is exhausted. Thereafter, health insurance premium costs shall remain the responsibility of the former unit member. In the event of death of a former unit member prior to exhaustion of the fund balance, the remainder of the fund shall be paid to his or her estate. Insurance coverage mandated by this Article is in addition to that required in Article VII. In the event a unit member dies in service, their surviving spouse and dependents shall remain in the group health plan until the individual fund accumulated by the deceased is exhausted. Thereafter, continuance in the plan is at the expense of the dependent.
- C.** It is agreed and understood that the district may change to another carrier or carriers or provide an alternative plan or program provides benefits equal to or better than those provided by the current plans. Conversion to a different plan or program may take place at any time after the Association has had a complete statement of benefits and coverage's provided by the plan or program proposed to be substituted for the current plans for a period of 30 days.
- In the event the determination is made by the District to return to Blue Cross and Blue Shield and Connecticut General, or any other carrier, as the providers of health care, the District will indemnify all unit members of any surcharge, fee, or like penalty assessed by Blue Cross, Blue Shield, or Connecticut General, or any other carrier, including any such assessments for pre-existing conditions.
- D.** In the event "the Plan" defaults or dissolves, the District shall provide equivalent health care insurance between the time of the default or dissolution and the acquisition of a new health care provider.
- E. Group Life Insurance**  
Group Life Insurance is available for the employees of the school district, the amount to be determined by the District, the full expense of which is paid by the employee from payroll deductions.
- F. Annuity Program**  
All certified personnel may participate in a tax-sheltered annuity program. The District shall administer this program at no expense to the teachers. Not more than ten (10) representative organizations will be approved by the Board of Education and the Sodus Faculty Association.
- G. Flexible Benefits Program**  
The District shall provide and administer a Section 125 (IRS) Flexible Benefits Program for unit members. Unit members may elect to participate within thirty (30) days of establishment of the Program and for a thirty- (30) day period beginning each September 7 of each school year thereafter. Unit members employed during the academic year will have thirty (30) days from their initial date of employment to elect participation.

**H. Retirement**

Effective July 1, 1992, any unit member who retires will receive a retirement benefit consisting of:

- (a) continuation in the District's health insurance plan for fifteen (15) years past date of retirement (coverage will continue for surviving spouse in the event of death of the retiree before expiration of the benefit) with 85% District contribution and 15% retiree contribution; and
- (b) \$50.00 times the number of accumulated sick leave days at the time of retirement. This benefit shall be paid as an employer non-elective contribution to a designated 403(b) account in three equal installments starting the first month of July following retirement. Any balance due to a retiree by the District at the time of the retiree's death shall be payable to the retiree's estate. An agreement must be maintained between the unit and District for implementation of this benefit. (See Appendix "B")

Written notice of retirement must be given to the District at least sixty (60) days prior to the effective date of retirement.

**I. Individual Life Insurance**

Beginning July 1, 1993, and each following year of this agreement Whole Life Insurance is available for the administrators of the school district. Fourteen hundred dollars (\$1400) of the premium for this insurance will be paid for by the school district. Choice of such insurance shall be exclusive right of the school district and policies will be set up through the Business Office. Equity accrued as a result of annual premiums becomes the property of each individual administrator.

**J. Tax Sheltered Annuity Option**

In place of the insurance offered in Section I, each administrator may choose to have the district contribute \$1,400, in the administrator's name, to a tax-sheltered annuity under Section 403B of the IRS code. The administrator will pick a 403B plan from the district's approved list. This contribution made by the district on behalf of the administrator must follow all federal and state laws and in accordance with regulations specified in the district's Hold Harmless Agreement and district policy.

**K. IRS Section 105 Plan**

The District will make an annual contribution to a Health Reimbursement Account (IRS Section 105 Plan) for each unit member continuously employed prior to Sept. 1, 2005 who is enrolled in the Blue Point II Plan with the \$5/\$15/\$30 prescription drug rider as offered by the NMCMSDP (the Base Plan) or who is not enrolled in any District sponsored health plan at all. For the 2005-2006 school year, the contribution will be \$790. For the 2006-2007 school year and each year thereafter, the contribution will increase annually by an amount equal to the COLA (cost of living adjustment which for the purpose of this agreement will be equal to the CPI-U (consumer price index-urban) as published by the New York State Education Department at the beginning of each calendar year) . The District and SAA will agree mutually on a plan provider. Contributions to a unit member's 105 plan can accumulate indefinitely during employment, and become the property of the unit member upon separation from the District.



## ARTICLE IX - ABSENCES

### **A. Personal Illness**

1. Each administrator is credited with twenty- (20) days sick leave per year, with unlimited accumulation.
2. A written request may be made to the Superintendent of Schools for additional sick leave benefits in case of serious or prolonged illness when an administrator's sick leave time has been exhausted. The superintendent's recommendation to the Board of Education with respect to such request shall be totally within his/her discretion.

### **B. Family Illness**

1. Each administrator is credited with two (2) days each year in case of illness in the immediate family. Immediate family shall be defined as parent, spouse, child, sibling or significant other.
2. Such absences shall result in no deduction of salary or sick leave time.
3. Additional family illness may be granted by the Superintendent of Schools and will be deducted from the employee's accumulated sick time. The District retains the right to request documentation of the illness through written notice of a physician.
4. Family illness time is not cumulative.

### **C. Bereavement Leave**

1. Each administrator is credited with three (3) days each year in case of death in the family. Family shall be defined as parent, spouse, parent of spouse, child, sibling or significant others.
2. Such absences shall result in no deduction of salary or sick leave time.
3. Additional bereavement leave may be granted by the superintendent of schools.
4. Bereavement leave is not cumulative.

### **D. Personal Leave**

1. Up to two days of paid leave per year are available as personal leave.
2. Personal leave time may be used to extend time allowed for family illness or for bereavement.
3. Personal leave is not cumulative, but unused personal leave days will be accumulated into sick leave balance.

**E. Child Care Leave**

Pregnancy shall be reported to the Superintendent within a reasonable time, upon knowledge. Three options are available regarding the leave. One of the options shall be chosen before the commencement of any leave. The three options are:

1. An unpaid leave of absence for a maximum of two years. (This leave is also available to a male unit member for the purpose of child rearing.
2. A paid leave of absence during which sick leave may be used for a period of pregnancy-related disability as certified by the administrator's physician.
3. A paid disability leave as set forth in (2) above, followed by an unpaid childcare leave. An administrator may only utilize accumulated sick leave if she chooses Options (2) or (3). In requesting the leave, the administrator shall include (1) the option selected, (2) the date the administrator wishes to commence her leave, and (3) the mutually agreeable approximate date of her return to administrative duty.

**F. Sabbatical Leave**

1. The purpose of a sabbatical leave shall be to provide for a staff member opportunities for maximal profession improvement such as advanced degree work, expansion or extension of an administrator's field, travel, research projects in the field of education, and other reasons approved by the Board of Education.
2. Sabbatical leave will be for one (1) year at two-thirds pay. An administrator in order to be eligible to apply for a sabbatical leave must have at least seven (7) years of experience and permanent certification with five (5) years of said experience in the Sodus Central School District.
3. That portion of the sabbatical allowance combined with any scholarship, assistantship, fellowship, or grant of any nature which exceeds 100% of what the administrator would have earned and he remained in the district shall be deducted from the district's contribution.
4. No more than one (1) annual sabbatical leave will be granted in any given school year.
5. Preliminary notification of intent to request a sabbatical leave must be submitted in writing. An official request for such sabbatical leave to the superintendent on or before April 5. The granting of a sabbatical leave shall be subject to the recommendation of the Superintendent of Schools and to the final approval by the Board of Education. The applicant shall be notified in writing on or before May 1 as to the Board's decision.
6. An administrator on sabbatical leave shall receive the same insurance and retirement benefits as provided for certified personnel by the Board of Education.
7. Upon return from sabbatical leave, the administrator shall be placed on the salary schedule as though he had been employed as an administrator during the period of

leave. The returning administrator shall be returned to his former position, if possible, or to a position of at least comparable status.

8. Applicants for sabbatical leaves must remain in the service of the school district for three years after the expiration of such leave, or in the case of resignation within three years, to refund to the Board such proportion of the salary paid during the leave of absence as the unexpired proportion of three years shall bear to said period. The necessary contractual instruments to effect the provisions of this paragraph shall be executed by the parties and the requirements of this paragraph shall be inapplicable in the event of the death or physical or mental disability of the applicant.
9. All persons on sabbatical leave will make progress reports, in writing, to the superintendent on or before the following dates: November 15, February 1, and April 15.
10. Under no circumstances will a leave of absence be granted to prepare for another profession.
11. After Board acceptance of a leave of absence, the administrator may not return to duty before the expiration date agreed upon without the written consent of the district.

**G. Vacation**

On July 1st of each year, each 12 month administrator shall be entitled to 25 vacation days for the period of July 1<sup>st</sup> through June 30<sup>th</sup>. Annually, each administrator may accrue and carry over up to 5 unused vacation days from June 30<sup>th</sup> to July 1<sup>st</sup>, for a maximum of 30 available vacation days on any July 1<sup>st</sup>. Unused days that are not accrued or redeemed are forfeited.

Upon separation from service with the District for any reason accrued unused vacation days will be redeemed at 1/260 the employee's annual salary per day up to a maximum of 30 days.

- H. Each administrator will be entitled to thirteen paid holidays per year as listed below:  
(Holidays that fall on weekends – Friday prior if on Saturday, Monday following if on Sunday)

- July 4
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day
- The day after Christmas (Monday following if Christmas is on Friday or Saturday, Tuesday following if Christmas is on Sunday)
- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday (If school is in session an alternate date will be mutually agreed upon.)
- Memorial day ]

**I. Other Absences**

1. Request to be absent for reasons other than those listed above are to be submitted in writing to the Superintendent of Schools. Such absences may be approved or denied in the discretion of the superintendent. When such absences are to be without pay, administrators shall have deducted from their pay ~~1/240~~ [1/260] of their annual salary for each day of absence.
2. Certified personnel are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after the termination of such military duty providing application is made for reinstatement within 90 days after termination of such military duty or any time during terminal leave. Such employee may also be reinstated within one year at the discretion of the Board of Education.
3. Active members of the Reserve Forces or National Guard shall be entitled to a leave of absence while upon ordered military duty and/or attending service schools for a period not to exceed six months for any four (4) year period. Such employees shall be paid regular salary while performing ordered military duty, including travel time, for a period not to exceed thirty (30) days in one continuous period. It is understood that this person will be receiving military pay in addition to his regular salary from the district, and that the administrator on leave shall receive, in net effect, income equal to and not more than the amount that he would duly adjust district compensation to affect that result. It is agreed and understood that unit members will make their best efforts to perform such military service at times other than during the academic year and will solicit the assistance of administration in attempting to reschedule such military leave.
4. Leaves of absence up to one year, which may be extended upon reapplication, for service in public office, engaging in professional association activities or professional study or research, or for professional improvement, or for other reasons, may be granted by the Board of Education; the Board may, in its discretion, grant schedule step credit for the period of absence. Such leaves of absence shall be without pay.
5. After Board acceptance of a leave of absence, the administrator may not return to duty before the expiration date agreed upon without the written consent of the district.

**J. Professional Days**

1. Single professional days without loss of pay for curriculum and/or program improvement are available, subject to the approval of the Superintendent.
2. Professional days shall not be counted against either sick leave or personal days.

**K. Return from Unpaid Leaves**

The District will mail a reminder notice on or before April 20 of each year to unit members (with a copy to the Association) and the unit member must, on or before May 1, verify in writing their intention to return to duty or resign at the beginning of the next Fall semester. Failure to deliver such written confirmation of intent to return on or before May 1 shall be deemed to be an abandonment of position by the unit member.

## ARTICLE X - PAYROLL DEDUCTION

### **A. Dues Deductions**

Payroll deductions for professional dues shall be available as presently practiced.

## ARTICLE XI - GRIEVANCE PROCEDURE

- A. 1) A grievance is a claim by an employee that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement, or any other term or condition of employment.
- 2) At all stages beyond the informal submission to the immediate supervisor, the grievant shall be entitled to appear with a representative of his choice and be heard by the appropriate decision maker at that level.
- 3) The Superintendent's decision and all subsequent decision in the process shall be written. All submissions other than the informal submission to the immediate supervisor shall be in writing.
- 4) This grievance procedure shall not be utilized by or on behalf of any unit member while that unit member is actively seeking the same or similar relief as could be sought in this grievance procedure in any other forum (Human Rights Division, state, local or federal courts or state administrative agencies). Pursuit of the same or similar remedy in another forum shall constitute a waiver of grievance procedure rights.
- B. The aggrieved employee will first take the matter up informally or verbally with his immediate supervisor. The aggrieved employee may be accompanied by a representative of his/her choice. Such informal contact must be made within thirty (30) days of the event or occurrence giving rise to the claimed grievance.
- C. If the grievance is not resolved informally within five (5) school days, it is to be reduced to writing and resubmitted to the immediate supervisor.
- D. If the grievance is not resolved informally with five (5) school days, it shall be submitted in writing within five (5) school days to, and heard by, the Superintendent within the five- (5) school days thereafter. Information as to the nature of the grievance and its resolution shall be available to the Association.
- E. If the grievance is not resolved within five (5) school days, it shall be submitted by the Grievant to the Board within the next five (5) school day period for resolution at its next regular meeting.
- F. If the grievance is not resolved by the Board at its next regular meeting or within ten (10) school days of the conclusion of the hearing, it may be submitted to binding arbitration.
- G. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, request shall be made to the American Arbitration Association for selection of arbitrator and hearing in accordance with its rules and procedures.

Grievant to the Board within the next five (5) school day period for resolution at its next regular meeting.

- F. If the grievance is not resolved by the Board at its next regular meeting or within ten (10) school days of the conclusion of the hearing, it may be submitted to binding arbitration.
- G. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, request shall be made to the American Arbitration Association for selection of arbitrator and hearing in accordance with its rules and procedures.
- H. The costs and fees of the arbitrator and meeting room, if any, will be borne equally by the parties.
- I. In the event that an administrator elects any other remedy for an alleged grievance arbitration provision of this Agreement shall be null and void.

## **ARTICLE XII - SAVING PROVISIONS**

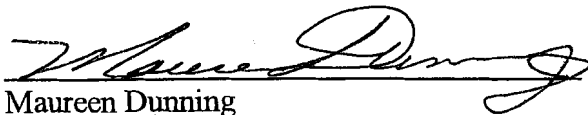
- A. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.
- B. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. If any provision of the Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. All of the function, rights, powers, responsibilities and authority of the District with respect to the operation of its institutional mission and direction of its works force as provided by Federal and State laws shall remain solely with the District.
- E. The following statement is included in accordance with Section 204-a of the Public Employees' Fair Employment Act:

**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 XIII - DURATION

This Agreement shall be effective as of July 1,2005 and shall remain in full force and effect through and including June 30,2008. This Agreement may be modified or amended only by mutual agreement in writing.

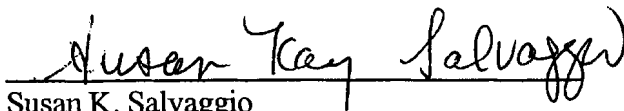
It is intended that negotiations toward a successor Agreement shall begin within thirty (30) days after delivery of a written request for negotiations by either party to the other. Such request shall not be served until on or after November 15th of the final year of the Agreement. IN WITNESS WHEREOF the parties hereunto set their hands and seals this 9<sup>th</sup> day of May, 2007.



Maureen Dunning  
Sodus Administrators' Association



Al Autovino  
Sodus Administrators' Association



Susan K. Salvaggio  
Superintendent of Schools



Steven K. Moore  
Business Administrator

**APPENDIX A**  
**SODUS CENTRAL SCHOOL DISTRICT**  
**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

I. **DECLARATION**

We \_\_\_\_\_ and \_\_\_\_\_  
Employee's Name (Print) Domestic Partner (Print)

Certify that we are domestic partners in accordance with the following criteria and eligible for coverage as domestic partners through the Sodus Central School District health insurance benefit as outlined in Article VIII, Section A and Section H.

II. **Criteria**

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither one of us is married to another person.
3. We are at least eighteen (18) years old and mentally competent to consent to this contract.
4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state which we legally reside.
5. We have resided together for at least six (6) months and we intend to reside together on a permanent basis.
6. We are jointly responsible for each other's common welfare and share financial obligations and will demonstrate this responsibility with documentation of four (4) of the following five (5) items:
  - a. Joint mortgage or lease
  - b. Designation of domestic partner as primary beneficiary for life insurance and retirement contract
  - c. Designation of domestic partner as primary beneficiary in employee's will
  - d. Durable property and health care powers of attorney
  - e. Joint ownership of motor vehicle, joint checking account, or joint credit account



II. **Criteria** (continued)

7. It has been at least six (6) months since either of us have filed a statement of termination of a previous Affidavit of Domestic Partnership.
8. We are not in this relationship solely for the purpose of obtaining benefits coverage.

III. **Acknowledgements**

**By signing this Statement, I declare and acknowledge my understanding and agreement that:**

1. Qualified domestic partners and eligible dependent children are subject to the same plan guidelines which govern all other participants in the benefit programs. The plan documents and the insurance contract govern all questions of coverage.
  2. The Sodus Central School District reserves the right to request proof that a Domestic Partner meets the joint residency and financial interdependence eligibility criteria (as defined in Section II, Paragraph 6, a-e), and agree to provide the Sodus Central School District with supporting documents if requested to do so.
  3. The Internal Revenue Service currently treats as imputed income the value of the medical and/or dental coverage provided to domestic partners minus any contribution paid by the employee for this coverage (unless the domestic partner meets the Internal Revenue code definition of dependent).
  4. By registering my domestic partnership with the Sodus Central School District, my domestic partner will be eligible for the same benefit afforded a married couple under the Family and Medical Leave Act of 1993. Children of a domestic partner will only be eligible for this benefit if they are dependents of the employee according to the IRS definition of dependent.
  5. If there is any change of circumstances attested to in this affidavit or a dissolution of the partnership, the Sodus Central School District Benefit Department will be notified within thirty (30) days. A written Statement of Termination of Domestic Partnership shall be filed with a copy sent to the other domestic partner.
-

6. After termination of a domestic partnership another Affidavit of Domestic Partnership cannot be filed for a minimum of six (6) months.

III. **Acknowledgements** (continued)

7. Any employee who makes false statements about satisfying eligibility criteria or fails to notify the Sodus Central School District of a change in status of domestic partnership will be subject to disciplinary action including termination of employment. Benefits will cease retroactive to the date of ineligibility. Any false or misleading statement made in order to receive benefits will subject the employee to financial responsibility for any benefits paid on behalf of his/her partner and/or dependents. (Any person, employer or company who suffers any loss because of false statements in an Affidavit of Domestic Partnership may bring civil suit to recover any outstanding losses, including attorney fees.)
8. The information in this Affidavit has been provided to the Sodus Central School District Benefits Department solely for the purpose of determining benefit eligibility.

(Check one or more)

I wish to enroll

My partner

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

My partner's child(ren) who are dependent(s) according to the IRS definition)

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

My domestic partner:  does  does not  
Qualify as my dependent under the Internal Revenue Code.

I affirm the statements made above are true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notary Seal:

Notary Seal: