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**Contract Database Metadata Elements**

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

Union: **Deer Park Administrators Association**

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

Expiration Date: **06/30/10**

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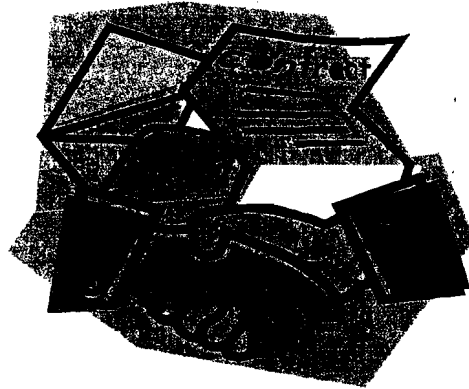
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# AGREEMENT

Between the  
**BOARD OF EDUCATION  
DEER PARK UFSD**

and the  
**DEER PARK  
ADMINISTRATORS  
ASSOCIATION**

**JULY 1, 2007  
JUNE 30, 2010**

**RECEIVED**

DEC 01 2008

**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 the Superintendent. 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. In the event an Administrator's employment terminates prior to the conclusion of the school year, vacation days shall be considered earned on a monthly prorated basis, and the Administrator shall repay the District for any unearned vacation days for which the Administrator was previously paid.

- 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. Administrators may be required by the Administration to be in attendance at special events. Special events are those deemed to need additional supervision. Determination of special events shall be made by either the Building Principal or District Level Administrator.
- 6.6 A principal or assistant principal shall be present in the building prior to the scheduled arrival time of teachers and after the scheduled departure 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 Each employee of the Bargaining Unit shall receive a salary increase of 3.5% effective July 1, 2007, July 1, 2008, and July 1, 2009.

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. Non compensable 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. The Board shall render its decision within thirty (30) days of submission.

**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.

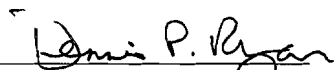
**ARTICLE 18  
DURATION**

18.1 This Agreement shall be effective from July 1, 2007, until June 30, 2010, inclusive.

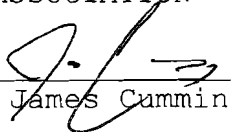
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL"

IN WITNESS WHEREOF, the parties have caused  
this Agreement to be signed on

BOARD OF EDUCATION  
DEER PARK PUBLIC SCHOOLS  
UNION FREE SCHOOL DISTRICT

BY   
Dennis P. Ryan

DEER PARK  
ADMINISTRATORS  
ASSOCIATION

BY   
James Cummings