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Title: **Sag Harbor Union Free School District and Sag Harbor Administrators Association (2005) (MOA)**

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Union: **Sag Harbor Administrators Association**

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MEMORANDUM OF AGREEMENT

Annexed hereto is a draft contract between the Sag Harbor Union Free School and the Administrators Association of Sag Harbor, which represents the agreement reached between their respective Negotiating Teams. This Memorandum of Agreement, and the draft contract annexed hereto shall be subject to ratification by the Board of Education and the membership of the unit. The parties respective negotiating teams agree to recommend such ratification to their principals.

IN WITNESS WHEREOF, the parties hereto accept their hands and seals this 21 day of May, 2007.

SAG HARBOR UNION FREE
SCHOOL DISTRICT

Dated: May 21, 2007

BY: Kathryn Holden
KATHRYN HOLDEN
Superintendent of Schools

ADMINISTRATORS ASSOCIATION
OF SAG HARBOR

Dated: May 21, 2007

BY: George F. Nichols III
GEORGE F. NICHOLS
President

RECEIVED

JAN 26 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AGREEMENT

BETWEEN THE

SAG HARBOR UNION FREE SCHOOL DISTRICT

AND THE

ADMINISTRATORS ASSOCIATION OF SAG HARBOR

July 1, 2005 to June 30, 2009

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ARTICLE I - PREAMBLE

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

ARTICLE II - NO STRIKE PROVISION

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

ARTICLE III - RECOGNITION CLAUSE

The Board of Education recognizes the Sag Harbor Administrators' Association as the exclusive representative for the purposes of collective negotiation. The administrative personnel covered by this agreement shall include:

Middle School/High School Principal; Middle School/High School Assistant Principals; Director of Athletics, Health and Physical Education; Director of Pupil Personnel Services; Elementary School Principal; Elementary School Assistant Principal.

ARTICLE IV - DUES DEDUCTION AND AGENCY FEE

The District agrees to deduct from the pay of unit member's dues for the Association, when a unit member authorizes the District to do so. Such authorization shall be provided in writing to the Business Office. The District does agree to an agency fee. Each Administrator set forth in the recognition clause who is not a member of the Association will pay a service fee toward the administration of this Agreement and the representation of such employee, provided however, that each employee have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. Agency fees shall be deducted in the same manner as membership dues. The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits or liability (monetary or otherwise) for all legal costs, arising from any action taken or not taken by the District in compliance with this Article.

ARTICLE V - DURATION OF AGREEMENT

This Agreement shall be in effect for four school years commencing July 1, 2005 and terminating on June 30, 2009.

ARTICLE VI - WORK YEAR

Unless otherwise specified, Administrators shall work twelve (12) months per year, and perform duties commensurate with operating a school building that is open fifty-two (52) weeks per year. The parties to this Agreement understand and agree that the Administrators are professionals whose responsibilities are not conducive to a specifically defined workday, and that they shall devote their full time and attention to meeting the responsibilities of their positions.

ARTICLE VII - VACATION

During the 2005-06 and 2006-07 school years, Administrators shall be entitled to twenty (20) vacation days, with pay, per year. Commencing with the 2007-08 school year, Administrators shall be entitled to twenty-four (24) vacation days, with pay, per year. Vacation shall be taken when school is not in session and with the prior approval of the Superintendent. At the conclusion of each year, the District will compensate up to five (5) days of unused vacation leave for each employee at the rate of 1/220th of the employee's annual base salary in effect for the year in which the days are earned.

ARTICLE VIII - SICK

All Administrators shall be granted twelve (12) sick days for each year, which may be accumulated to a total of two hundred (200) days. A "sick bank" of twenty-five (25) days shall be available for all Administrators.

ARTICLE IX - PERSONAL DAYS

Administrators shall be granted, at the discretion of and after validation by the Superintendent of Schools, a total of three (3) personal days, per year, with pay. These days are for emergency use or for personal business that cannot be conducted at times other than during the employee's regular workday.

ARTICLE X - BEREAVEMENT LEAVE

Administrators shall be entitled to five (5) days of leave with full pay for death in the immediate family. For the purposes of this provision, immediate family shall be defined as including spouse, domestic partner, children, step-children, sister, brother, father, mother, guardian, step-parents, grandparents, grandchildren, mother-in-law, father-in-law, aunt or uncle. Additional days may be granted with consent of the Superintendent of Schools.

ARTICLE XI - UNPAID LEAVE OF ABSENCE

At the discretion of the Superintendent of Schools, an Administrator may be granted a leave of absence of up to six (6) months without pay. While on leave, benefits would continue, with the District and the Administrator sharing the cost as if the Administrator was working.

Additional time without benefits may likewise be granted upon the recommendation of the Superintendent of Schools and the consent of the Board of Education.

ARTICLE XII - HOLIDAYS

Administrators shall be paid for a total of thirteen (13) holidays per school year, a schedule of which shall be established by the Superintendent of Schools. Any unused "snow days" will be granted to the Administrators.

ARTICLE XIII - CHILD CARE LEAVE

Administrators shall be granted up to a six (6) month child care leave without pay and upon returning to work shall be reinstated at the same rate of pay. During such leave, any medical benefits in force at the time shall be continued, with the Administrator and the District sharing the cost as if the Administrator was working. Additional time of up to one (1) year, exclusive of medical benefits, may be granted upon the written recommendation of the Superintendent of Schools and the consent of the Board of Education.

ARTICLE XIV - INSURANCE

A. Health: Administrators shall be entitled to individual or family health insurance coverage as applicable, through the Empire Plan, or an equivalent plan. The District shall contribute 80% of the premiums for such insurance.

B. Dental: Administrators shall be entitled to individual, individual plus one, or family dental coverage in effect as of the date of the signing of this Agreement. The District shall contribute 80% of the premiums for such insurance.

C. Optical: The District will reimburse each Administrator up to \$300 per year for the cost of eyeglasses, upon presentation of a receipt.

D. Retirement: (i) For those Association members hired by the District as Administrators prior to July 1, 2000: upon retirement from the District and the New York State Teachers Retirement System, the District shall pay one hundred (100%) percent of the premiums for health and dental insurance as set forth in paragraphs (A) and (B) respectively, provided the Administrator has rendered fifteen (15) years of service to the District or has reached his/her fifty-fifth (55th) birthday, and qualifies for such insurance pursuant to terms and conditions of such insurance plan or program.

(ii) For those Association members hired by the District on or after July 1, 2000: upon retirement from the District and the New York State Teachers Retirement System, the District shall pay eighty-five (85%) of the premiums for health and dental insurance as set forth in paragraphs (A) and (B) respectively, provided the Administrator has rendered fifteen (15) years of service to the District or has reached his/her fifty-fifth (55th) birthday, and qualifies for such insurance pursuant to terms and conditions of such insurance plan or program. For

purposes of this provision, the July 1, 2000 date of hire and the service requirement shall consider the Administrator's employment as a teacher and/or Administrator.

ARTICLE XV - EDUCATION

Upon prior approval by the Superintendent of Schools, an Administrator will be reimbursed for up to \$500 for coursework or other educational/professional improvement, including the cost of books and materials. Receipts must be provided to the Superintendent's office in order to secure reimbursement.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by any Administrator or group of Administrators in the negotiating unit or the Association alleging a violation of the terms and conditions of this Agreement.

B. Time Limits for Filing

A grievance must be instituted at Stage 1 within thirty (30) working days of the occurrence of the incident giving rise to the grievance or within thirty (30) days after the Administrator or Association knew or should have known of the act or condition upon which the grievance is based. Days will be defined as days the District office is open for business. There will be no modification of any of the time limits of this grievance procedure absent a written agreement of the parties.

C. Procedure

Stage 1 - Informal

Grievant(s) will make an effort to settle informally with the Superintendent and will present the grievance to the Superintendent for that purpose.

Stage 2 - Superintendent of Schools

If the grievant is not satisfied with the response at Stage 1, the grievant may within ten (10) days of the receipt of the decision at Stage 1 present the grievance in writing to the Superintendent of Schools. The Superintendent will provide a written response to the grievant within ten (10) days of receipt of the written grievance.

Stage 3 - Board of Education

If the Administrator and/or the Association are not satisfied with the decision of Stage 2, they may request a formal meeting with the Board. This request must be made within ten (10) days of the decision in Stage 2. If the Board agrees to a formal meeting, the decision made in Stage 3 will be submitted in writing to the Superintendent, Grievant and Association President within ten (10) days of the meeting. If the Board does not agree to a formal meeting, the decision will be issued to them within ten (10) days of the next regular meeting of the Board.

Stage 4 - Arbitration

1. If the Administrator and/or Association are not satisfied with the decision at Stage 3, they may submit the grievance to arbitration by written notice to the Board within ten (10) days of the decision in Stage 3.

2. Within ten (10) days of such written notice of submission to arbitration, the Board and the Association will agree on a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing. The time to render the decision may be extended by mutual agreement of the parties. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusion on the issue.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

- The decision of the arbitrator in any matter dealing with the terms of this Agreement shall be advisory upon all parties.
- The costs for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE XVII - ANNUAL EVALUATIONS

The Superintendent shall provide a written annual evaluation as to the performance of the Principals, Director of Pupil Personnel Services and Director of Athletics, Health and Physical Education. Building Principals shall provide such annual evaluations of the Assistant Principal(s) in their buildings.

ARTICLE XVIII - PERSONNEL FOLDERS

A. Administrators shall have the right, upon request, to review the contents of their personnel file except for those matters that are by law confidential. Any material resulting from any event or occurrence involving an Administrator that is to be placed in the Administrator's personnel file must be produced in writing, presented to the Administrator for the purpose of acknowledging by signature the existence of the material, and placed in such file within ten (10) school days of the time the Superintendent knew or should have known of the event or occurrence, if practicable. An Administrator shall receive a copy of this material at the time it is placed in the file. Should the administration receive in writing positive information regarding an Administrator, such information will be placed in the Administrator's personnel file.

B. An Administrator shall have the right to insert a written explanation or response to any material in his/her personnel file. Such explanation shall be delivered to the Superintendent of Schools within ten (10) business days after the Administrator has received a copy of the material referred to in paragraph A above.

C. There shall be only one official personnel folder for each Administrator maintained by the District.

D. All materials prepared by the Superintendent to be placed in a personnel folder must be signed by the Superintendent and the Administrator must be provided the opportunity to sign as set forth in paragraph A above.

E. At the request of the Administrator, an Association member may view the file in the presence of the Superintendent and the Administrator involved.

ARTICLE XIX – TERMINATION OF SERVICES AWARD

After ten (10) years in the District, or upon reaching age 55, the Administrator shall be paid, upon separation from service, for any accumulated sick leave on the following basis: one (1) day's compensation for every two (2) day accumulated sick leave, up to a total of two hundred (200) days. The rate for purposes of calculating payment pursuant to this Article shall be $1/240^{\text{th}}$ of the employee's annual base salary in effect for the school year in which he or she separates from service. Such payment shall be made as a non-elective contribution to a 403-b account, as approved between the District and the Association.

ARTICLE XX - PART-TIME DIRECTOR OF ATHLETICS, HEALTH AND PHYSICAL EDUCATION


The Director OF Athletics, Health and Physical Education, while part-time, shall not be entitled to the provisions of this Agreement, other than the salary set forth herein and the evaluation provisions. In the event the District establishes a full-time Director of Athletics, Health and Physical Education position, all provisions of the collective bargaining agreement shall apply, and the initial salary shall be set by the District.


ARTICLE XXI - TAYLOR LAW

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.

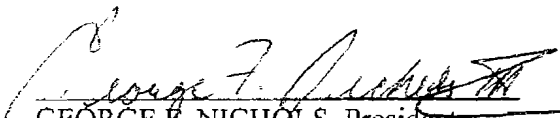
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of May, 2007.

SAG HARBOR UNION FREE
SCHOOL DISTRICT

BY: 
WALTER TICE, President

BY: 
KATHRYN HOLDEN
Superintendent of Schools

SAG HARBOR ADMINISTRATORS'
ASSOCIATION

BY: 
GEORGE F. NICHOLS, President