

**A G R E E M E N T**

**Between**

**BOARD OF EDUCATION  
HUNTINGTON UNION FREE SCHOOL DISTRICT**

**and**

**SCHOOL PRINCIPALS ASSOCIATION  
HUNTINGTON UNION FREE SCHOOL DISTRICT**

**2010-2011**

**2011-2012**

**2012-2013**

**2013-2014**

**2014-2015**

**2015-2016**

**2016-2017**

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## **ARTICLE I RECOGNITION**

- A. The Huntington Union Free School District Board of Education hereby recognizes the Huntington Union Free School District School Principals Association as the exclusive representative for negotiating written agreements in the areas of salary, related benefits, and the terms and conditions of employment on behalf of the members of the unit described below.
- B. The D.S.P.A. is composed of all Principals, Assistant Principals, Directors, Executive Directors, Assistant to the Director, and Administrative Assistants. Hereafter in this document, the term "**Principal**" shall be construed to mean any member of this unit, whether he/she is a Principal, Assistant Principal, Director, Assistant to the Director or Administrative Assistant.
- C. Reference to Building Principal shall limit the definition to Principals only.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. If the Board and the D.S.P.A. mutually agree to schedule negotiations during school hours, a maximum of four members will be released without loss of pay to represent the D.S.P.A.
- B. Proposals for agreement from D.S.P.A. for the following year shall be distributed to the Board by December 15th of the year preceding the termination of this contract.
- C. Negotiations between the parties shall be commenced within thirty (30) days following receipt of the proposals unless changed by mutual consent.

## **ARTICLE III DISCRIMINATION**

Neither the Board nor the D.S.P.A. will discriminate or take reprisals against any Principal with respect to terms and conditions of employment by reason of his/her membership or non-membership in the D.S.P.A. or any other employee organization, participation or lack of participation in the activities of the D.S.P.A. or any other employee organization, or the initiation or processing of any grievance or complaint under this Agreement.

## **ARTICLE IV ASSOCIATION RIGHTS**

- A. Copies of all negotiations proposals concerning other employee units directly affecting the terms and conditions of employment of the Principals shall be provided to the D.S.P.A.

- B. The Superintendent (or his designee) and a representative of the D.S.P.A. shall meet when necessary to discuss matters relating to the implementation of this Agreement. Such meetings shall be called on the initiative of either party.
- C. The Board agrees not to change the titles or duties of D.S.P.A. members without prior notification to and consultation with the D.S.P.A.

## **ARTICLE V NO STRIKE PLEDGE**

The Huntington Union Free School District School Principals Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **A. Definitions**

- 1. **"Grievance"** -- a claim which involves the interpretation and application of the terms and provisions of this Agreement.
- 2. **"Principal"** -- an employee within the bargaining unit.
- 3. **"Party in Interest"** -- the person or persons making the claim and any person who might be required to take action against or against whom action might be taken in order to resolve the claim.

### **B. Basic Principles**

- 1. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in an equitable manner.
- 2. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- 3. Any party in interest shall have the right to be represented at any stage of the procedure by a person of his/her own choice. When a Principal is not represented by the D.S.P.A., the D.S.P.A. may be present to state its views at all stages of the grievance procedures with the consent of the aggrieved.
- 4. All records of hearings shall be privileged information and shall be filed at the Board Office, as well as a copy filed in the D.S.P.A. file.

5. Time limitations may be extended by agreement of both parties involved.
6. In the event a grievance is filed on or after June 1, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to June 30.
7. The sole remedy available to any Principal for an alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure, provided however, that nothing contained herein shall deprive any Principal of any legal rights which he/she presently has.

**C. Procedures**

**Step One:**

1. A Principal with a grievance will file a statement of such grievance with the Superintendent of the District.
2. Within ten days after receipt of the written grievance, the Superintendent will meet with the aggrieved in an effort to resolve it.
3. The aggrieved may select a member of the D.S.P.A. or any other individual to advise or represent him/her in the hearing before the Superintendent.
4. In the event the aggrieved does not have a member of the D.S.P.A. represent him/her, a copy of the grievance filed with the Superintendent, pursuant to (1) above, shall be simultaneously filed with the President of the D.S.P.A.

**Step Two:**

1. If the aggrieved is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within ten days after he/she has first met with the Superintendent, he/she may, within five days after a decision by the Superintendent, or fifteen days after he/she has first met with the Superintendent, whichever is sooner, submit his/her grievance to advisory arbitration by filing a written notice to that effect with the AAA and the Board of Education.
2. The aggrieved may be represented by a member of the D.S.P.A. or any other individual of his/her choice at the arbitration hearing.
3. The parties will be bound by the rules and procedures of the AAA in the selection of an arbitrator.
4. The costs of arbitration shall be borne equally by the Board and the D.S.P.A. in those instances wherein the D.S.P.A. represents the aggrieved. In the event the

aggrieved has selected some other individual as his/her representative the costs of arbitration shall be borne equally by the Board and the aggrieved.

**Step Three:**

The Board of Education will, within ten school days after receipt of the Advisory Recommendation, render its decision in writing.

**ARTICLE VII  
EDUCATIONAL INNOVATIONS**

- A. The Building Principal, with the Superintendent's approval, shall maintain the right to initiate educational experimentation or change in the instructional program within his/her school building.
- B. Innovations or experimentation originating from any recognized source shall be under the direction of the Principal, after the Superintendent has indicated that implementation of the innovation or experimentation has been approved.

**ARTICLE VIII  
PROFESSIONAL GROWTH**

- A. It is the responsibility of the Principal to participate in educational conferences; it is further the responsibility of the Principal to participate in workshops and in-service programs designed to update his/her professional competence. Principals may be directed by the Superintendent of Schools to attend such conferences, workshops and programs as the Superintendent deems necessary to ensure a principal's continued professional growth. To the extent that said conferences, etc., are held on days when principals are not required to work, they shall be compensated for such attendance at their daily rate of pay or appropriate pro-rata portion thereof. The tuition, *travel and meals* costs associated with such conferences, workshops and programs, shall be paid by the District.
- B. A yearly calendar of conference participation shall be developed prior to the start of the school year by the Superintendent in consultation with the Principals.

**ARTICLE IX  
RELATIONSHIP OF PRINCIPAL AND SUPPORTIVE PERSONNEL**

- A. At all times, the primary responsibility for the total instructional program in his/her school shall be vested in the Building Principal.

**ARTICLE X  
PARTICIPATION IN PARENT ORGANIZATIONS**

The D.S.P.A. recognizes the responsibility of each Building Principal for exercising leadership through participation in and encouragement of the continuation of parent organizations in their schools, as well as the regularly scheduled meetings of district-wide parent groups.

**ARTICLE XI  
RESPONSIBILITIES AND DUTIES OF THE PRINCIPAL**

- A. The Building Principal is the responsible head and professional leader of his/her school. He/she is directly responsible to the Superintendent or his/her designee for the total instructional program of his/her school. He/she implements the policies of the Board and the regulations and directives of the Superintendent and his/her designee
- B. Recognizing the Building Principal's responsibility for overall supervision of all personnel in his/her building, the Principals and the Board of Education shall mutually review the effects of proposed changes in any employee contracts. The Principals may present alternative proposals in writing which the Board may use during negotiations with employee groups. The Board shall provide adequate personnel to service each function in the school buildings, the performance of which is affected by changes in employee contracts, after study of solutions from all sources.
- C. Effective for the 2007-08 school year and thereafter, principals shall be required to prepare and deliver up to four hours of staff development program annually and the preparation time related thereto, without additional compensation. Principals shall also be required to deliver up to four additional hours of staff development program annually and the preparation time related thereto, for which they will be paid at the rate of \$75 per hour for preparation and delivery of such program.

**ARTICLE XII  
WORK DAY**

The D.S.P.A. and the Board agree that the Principal's responsibility for the total program requires that a Principal will work that time which is necessary to meet the professional obligations of his/her position.

**ARTICLE XIII  
WORK YEAR**

- A. The Principals' work year shall be 202 work days including the ten (10) days before the opening of school and ten (10) days after the closing of school. Effective for the 2007-2008 school year and thereafter the Principals' work year shall be increased by one day each year. The Principals' work year shall be 203 work days including the ten (10) days



before the opening of school and ten (10) days after the closing of school. Any variation of this schedule shall be subject to agreement between the Superintendent and the Principal. The Director of Health, Physical Education and Athletics, and the Administrative Assistant or Assistant Principal at the secondary schools responsible for master scheduling will work an additional ten (10) days during the summer months. The Executive Director of Special Education and Pupil Services will work an additional twenty (20) days during the summer months. The Director of Fine and Performing Arts, by mutual agreement, will work an additional ten (10) days during the summer months. The Director of Foreign Language, ESL/Bilingual will work an additional ten (10) days during the summer months. The Director of Guidance and Testing, by mutual agreement, will work an additional ten (10) days during the summer months. The Assistant Director of Special Education and Student Support Services will work an additional twenty (20) days during the summer months. Such additional days shall be paid at the rate set forth in Article XVII, Paragraph 6. Notwithstanding the above, however, the work year of the high school principal shall be 219 days and the work year of the junior high school principal shall be 213 days. Except as referred to herein, services rendered during this period shall be at the direction of the Superintendent, and the current distribution of the days beyond the opening and closing of school will be maintained unless an alternate division is agreed upon by both parties. The Director of Assessment, Elementary Math & Instructional Technology, by mutual agreement, will work an additional ten (10) days during the summer months.

- B. One elementary and one secondary Principal shall be available for each of the school recesses to interview teacher candidates.
- C. If necessary, other Principals shall be available and may be called in an emergency, especially in matters relating directly to their respective schools.

#### **ARTICLE XIV EVALUATION**

Performance appraisal of all District employees is necessary for the maintenance of a high caliber staff and a high morale among staff members.

The D.S.P.A. agrees that it is the responsibility of each Building Principal to appraise all staff members for whom he/she is responsible in accordance with District regulations.

The D.S.P.A. agrees that all Principals readily accept appraisal of their performance as determined by the Superintendent or his/her designee. Should there be an appraisal of an administrators performance it should be reviewed by the Superintendent or his/her designee with the individual administrator. The administrator shall have the right to present in writing his/her responses, which responses shall be included in his/her permanent folder.

It is further agreed that performance analysis forms will be devised by the Office of the Superintendent and will reflect recommendations of the D.S.P.A.

Non-tenured principals employed prior to the opening of the school year will be notified of termination of employment not later than May 1st. Nothing contained herein shall prohibit a later date of notification based upon actions which, had they occurred prior to May 1st, would have constituted a basis for dismissal.

A probationary principal who will not be recommended for tenure based upon his/her performance in the job shall be notified in writing of this decision no less than two months prior to the end of the probationary period. Nothing contained herein shall prohibit a later date of notification based upon actions which, had they occurred prior to May 1st, would have constituted a basis for dismissal.

Every principal shall have the right to see and sign all material placed in his or her individual personnel folder, with the sole exception that all pre-hire material, both documents and letters, shall be treated as confidential; each such paper shall be conspicuously numbered, and a corresponding number inserted on a log which shall be kept in such file. As to this material, the principal shall have the right only to see letterheads or other identifying marks, the numbers and the dates, and the log entries. The principal shall also have the right to submit a written answer to all post-hire material and his/her answer shall be reviewed by the Superintendent and included in the file material.

## **ARTICLE XV PROMOTIONS**

The Board and the D.S.P.A. agree that they shall work cooperatively towards obtaining the most qualified applicants from all available sources.

## **ARTICLE XVI TRANSFERS**

**A.** The following principles shall be among those considered for voluntary and involuntary transfers:

1. Individual qualifications
2. Administrative requirements
3. Administrative availability and experience
4. Administrator's potential contributions to the total instructional program.
5. The D.S.P.A. agrees that the Board's policy should be to obtain the most qualified applicant from all available sources.

### **B. Voluntary Transfers**

1. Not later than April 15 each year, the Superintendent shall post in all school buildings a list of known administrative vacancies which will exist at the start of the following school year, with notification to all principals.

2. Prior to an administrative vacancy being posted to non-DSPA individuals, principals will be given written notice of the opportunity to be considered for a transfer to the anticipated position.
3. Principals who desire a change in position within their tenure and certificated area, shall file a written statement of such desire with the Superintendent or his/her designee within 10 working days of the notice provided in Paragraph B(2).
4. Principals who desire a transfer shall be interviewed by the Superintendent and others whom he/she may designate and shall not be required to participate in a written screening process.
5. Each candidate for a transfer shall receive written notification of the transfer decision prior to the position being posted to non-DSPA individuals.

**C. Involuntary Transfers**

1. An involuntary transfer is intended only to refer to a transfer from one building to another.
2. An involuntary transfer will be made only after a meeting between the Principal involved and the Superintendent, at which time the Principal will be notified of the reasons for the proposed transfer. In the event that the Principal does not agree to the transfer, he/she has the right to appeal to the Board.
3. Principals who are involuntarily transferred will be transferred only to a position in their area of certification or a position for which they are qualified.

- D.** Pursuant to the provisions of the New York State Education Law, no Principal who is transferred shall, by reason thereof, lose whatever status he possessed prior to his/her transfer.

## **ARTICLE XVII SALARY**

**A. Salary**

1. The salary for the 2010, 2011, 2012, 2013, 2014, 2015 and 2016, school years shall be pursuant to the schedules. Said schedules reflect the following increases to base salary:

2010/11 - \$2,500 added to base  
 2011/12 - 0%  
 2012/13 - 0%  
 2013/14 - 2%  
 2014/15 - 0%

2015/16 - 1.9%

2016/17 - 1.9%

2. The Board of Education, upon the recommendation of the Superintendent, may withhold an annual raise for an individual due to unsatisfactory performance. Such an action shall not be invoked more than once in any three-year period.
3. Except as referred to in Article XIII, members of the DSPA will be paid on a per diem basis for any full or half days they work outside their regular contractual year as requested by the administrator and approved by the Board of Education. Requests for such additional work shall be limited to a maximum of five days annually.
4. The District will pay only for work done by DSPA members which has been authorized in advance by the Board of Education.
5. The District will not pay on an hourly basis for less than a half-day's work.
6. The 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017 salaries have been created as follows:

10/11 - \$135,849

11/12 - \$135,849

12/13 - \$135,849

13/14 - \$138,566

14/15 - \$138,566

15/16 - \$141,199

16/17 - \$143,882

b. Positions Ratios:

High School Principal	1.06
Middle School Principal	1.03
Director of Special Education and Student Support Services	1.03
Elementary School Principal	1.00
Director of Health, Physical Education and Interscholastic Athletics	1.00
Director of Fine and Performing Arts	1.00
Director of Humanities K-12	1.00
Director of Visual Arts & Technology K-12	.97
Director of Foreign Language, ESL/Bilingual	.97
Director of Math K-12	.97
Director of Science K-12	.97
Director of Guidance and Testing K-12	.97
Asst. Dir. Of Special Education and	

Student Support Services	.97
Assistant Principal	.97
Administrative Assistant	.94
Director of Assessment	.97
Elementary Math	.97
Instructional Technology	.97

- c. Longevity Steps – At the beginning of an administrator’s 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years of service as an administrator in the Huntington School District, each administrator shall receive longevity increases as follows:

Year	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
5 <sup>th</sup>	\$5,088	\$5,088	\$5,088	\$5,190	\$5,190	\$5,289	\$5,389
10 <sup>th</sup>	\$10,814	\$10,814	\$10,814	\$11,030	\$11,030	\$11,240	\$11,454
15 <sup>th</sup>	\$17,176	\$17,176	\$17,176	\$17,520	\$17,520	\$17,853	\$18,192
20 <sup>th</sup>	\$24,173	\$24,173	\$24,173	\$24,656	\$24,656	\$25,124	\$25,601

- d. Administrators who work extra days beyond the 203-day work year are as follows: High School Principal (16), Middle School Principal (10), Director of Special Education and Student Support Services (20), Director of Health, Physical Education and Interscholastic Athletics (10), High School Assistant Principal or Administrative Assistant responsible for master scheduling (10), Middle School Assistant Principal or Administrative Assistant responsible for master scheduling (10), Director of Fine and Performing Arts (10), Director of Foreign Language, World Language, ESL/Bilingual (10), Director of Guidance and Testing (10), Director of Assessment (10), Elementary Math (10), Instructional Technology (10), and Assistant Director of Special Education and Student Support Services (20).

When calculating per diem pay for administrators who work extra days beyond the 203 work year, the District will multiply the following school year’s salary base by the position ratio and take 1/203rd (full day) or 1/406th (half day).

- e. Administrators’ work year commences July 1<sup>st</sup> and ends June 30<sup>th</sup>. Administrators who are required to work extra days during the summer beyond those set forth above, shall be paid at the daily rate in effect as of July 1<sup>st</sup> of that year.

**ARTICLE XVIII  
FRINGE BENEFITS**

- A. Present practice for fringe benefits is that administrators receive those benefits enjoyed by the teaching staff with the exception of any provision for a retirement incentive.
- B. Individual Retirement Account - On or before March 1, 1998, and yearly thereafter, the Board of Education shall contribute the sum of \$500 to a "Roth" individual retirement account established on behalf of each association member pursuant to rules and regulations that are established by the Internal Revenue Service.

**ARTICLE XIX  
INSURANCE**

**A. Group Retirement Life Insurance**

The Board will make available a group life insurance policy with accidental death and dismemberment benefits in the amount of \$100,000 which will continue into retirement. The Board shall pay 100% of the premium for such insurance.

The Board will also make available an additional \$50,000 policy with the same terms as (A) above, and a dependents group life insurance policy in the amount of \$10,000 for spouse and \$2,000 per child. The employee shall pay 100% of the premium for such insurance.

- B. The Board will also make available excess major medical and vision-care programs which will continue into retirement. The Board shall pay 100% of the premium for such insurance coverage as is included in the First Rehabilitation Excess Major Medical Policy No. 1103, Plan 1 level of benefits.

**ARTICLE XX  
COUNCIL AND COMMITTEE REPRESENTATION**

A Principal will serve on each of the committees as a designee of the Superintendent (Personnel Selection Committees, Educational Development Committee, Teacher Center Policy Committee, and District Subject Matter Councils.)

**ARTICLE XXI  
RECRUITMENT AND ASSIGNMENT OF TEACHERS**

- A. Teacher candidates shall be screened by the Central Administration and by Principals.
- B. Teachers shall be assigned to a school with the agreement of the Building Principal involved and the Superintendent. However, if a vacancy occurs and the Building Principal is unavailable, it is agreed that another Principal of the particular level may interview and recommend the appointment of the teacher to the Superintendent.

**ARTICLE XXII  
TEACHER TRANSFER**

No teacher may be transferred into a school until the Principal of that school has had an opportunity to submit a written opinion to the Superintendent regarding the advisability of such a transfer.

**ARTICLE XXIII  
POLICY**

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.

**ARTICLE XXIV  
DURATION**

The duration of this Agreement shall be July 1, 2010 through June 30, 2017.

**ARTICLE XXV  
AGENCY FEE**

- A. The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salaries an agency fee.
- B. Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.
- C. An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.
- D. The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the

School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

- E. Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.
- F. Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.
- G. The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.
- H. No assessments of any kind or nature will be collected through the agency fee deduction.
- I. The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns, to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee article in the collective bargaining agreement between the Union and the District. In addition, upon request by the Board of Education, the Union will provide an attorney to defend the Board in any claim against the Board arising out of the deduction and transmittal of Agency Fee as referred to above. Should the Board decide to retain its own counsel in such action, the Union will not be liable for the Board's attorney's fees.
- J. The Union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee deduction.
- K. Such monies collected under this article, considered to be agency fee dues to the Union, shall be promptly transferred to the Principals' Association.

#### **ARTICLE XXVI MISCELLANEOUS**

- A. Smoking by principals is prohibited at all times in all buildings and in designated areas of the grounds of the Huntington Union Free School District. Nothing in the above shall prevent a principal from smoking in a personal vehicle on school property.



- B. Notwithstanding any current practice to the contrary, the District shall have the right to change the current payroll period so as to have the first payday for ten-month employees be the second Friday after Labor Day.
- C. This agreement shall supersede any agreements made with individuals; any written communications, memoranda or any contracts whatsoever are null and void.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 will continue in full force and effect.

## **ARTICLE XXVII PROTECTION OF ADMINISTRATORS**

Members of this unit shall be afforded the protections of Article 18 of the Public Officers Law

## **ARTICLE XXVIII RETIREMENT INCENTIVE**

Administrators who retire during the life of the contract shall be entitled to the retirement incentive set forth herein.

Eligibility – The administrator must be employed for a minimum of five (5) years as an administrator in Huntington and must irrevocably retire from the District and the New York State Teachers' Retirement System effective June 30 of the year he/she is first eligible to retire from the System without penalty. Notwithstanding this paragraph, an administrator may file a written request for a one-year extension of employment which may be granted in the non-grievable discretion of the Board of Education.

Notice – Written notice of intent to retire must be submitted to the Superintendent of Schools on or before February 1 of the year the administrator becomes first eligible to retire as set forth herein.

Incentive – Incentive shall be in an amount equal:

- a) to 1% of salary for each year of service to the District as an administrator; and
- b) \$100 per each day of unused accumulated sick leave entitlement to a maximum of 275 days.

Payment shall be made within 30 days of the date of retirement.

## APPENDIX A

The salary increase of a school administrator may be withheld by the Board of Education based upon the recommendation of the Superintendent of Schools that the administrator's service has been less than satisfactory for the previous year. Prior to the withholding of salary as referred to in this paragraph, the administrator shall be provided, in writing, with specific areas where his service has been determined to be less than satisfactory and suggestions for improvement. Final written notice of the intention to withhold the administrator's increase shall be given to the administrator no later than ninety (90) days prior to the effective date of the withholding.

In cases where the Board of Education determines that no annual raise or portion thereof is to be withheld, a written copy of the Board's determination not to withhold said annual raise shall be sent to the Principal. If the Board of Education determines that an annual raise or portion thereof is to be withheld, a written copy of the Board's determination to withhold said annual raise shall be sent to the Principal. In either case, the Board shall notify the Principal within thirty (30) days after the receipt of the Superintendent's recommendation. All documents, communications and records related to the above procedure will be filed separately from the Principal's file. The Principal may examine this separate file on an annual basis.

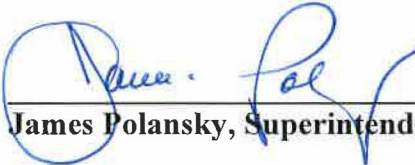
The grievance procedure in the D.S.P.A. contract is not applicable to Appendix A.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this            day of 2015.

**DISTRICT SCHOOL PRINCIPALS  
ASSOCIATION  
SCHOOL**

  
John Amato, Co-President

**BOARD OF EDUCATION  
HUNTINGTON UNION FREE  
DISTRICT**

  
James Polansky, Superintendent

  
Marlon Small, Co-President