

SUFFOLK COMMUNITY COLLEGE ASSOCIATION, INC.
Employment Agreement

Agreement made this _____ day of _____ by and between the Suffolk Community College Association, Inc., hereinafter referred to as "Employer", having its office at 533 College Road, Selden, New York 11784, and _____ hereinafter referred to as "Employee", residing at _____.

- I The Employer hereby employs the Employee as _____ of the Suffolk Community College Association, Inc. with such powers and duties in that capacity as may be determined by the Board of Directors of the Employer, its designated representative, or by the appropriate director. Duties are to be performed as outlined in the job description (see Attachment 1).

- II The contract year will cover September 1, _____ to August 31, _____. During this period, the Employee is scheduled to work the equivalent of _____ weeks, as follows: _____.

Note that this contract shall be contingent upon the financial condition of the Employer. If the financial condition is such that a legal, proper or appropriate program cannot be maintained, then this contract may, upon two weeks written notice to the Employee, be terminated by the Employer.

- III All new Association employees will be subject to review during their initial four-month period of employment. During or at the end of this initial four-month period, an employee may be dismissed with or without cause, for any reason, without recourse to the procedures outlined in XIV below. This four-month period may be extended for up to an additional four-month period by mutual written consent between the Employee and the appropriate director.

- IV The Employer shall pay, and the Employee agrees to accept as compensation for all the services to be rendered hereunder, the salary of \$ _____ per annum, payable biweekly during the term hereof.

- V A system of longevity pay has been established for full-time Association employees, subject to appropriate administrative guidelines, such that employees receive longevity pay in April of each year as follows:

- \$ 850 for 10-14 years of completed service
- \$1,350 for 15-19 years of completed service
- \$1,850 for 20-24 years of completed service
- \$2,000 for 25-29 years of completed service
- \$2,200 for 30 or more years of completed services

- VI Full-time Association employees shall be entitled to a schedule of annual leave, sick leave, personal days, and paid holidays as indicated in Appendix A. Note that all leave days will be granted on September 1 of each calendar year of employment, and such days shall be prorated in the event that an employee's contract year is not completed.

Requests for the use of vacation and personal days must be approved in advance by the appropriate director. Sick leave is to be used in case of illness or physical disability. Note that the appropriate director may, at his or her sole discretion, require that medical documentation be provided following an absence of more than three (3) consecutive days. Such medical documentation must be provided following an absence of more than ten (10) consecutive days.

Vacation, personal, and sick leave shall be granted based on the number of months of projected employment for those employees who begin after September 1st of the calendar year. There shall be no carryover of unused vacation and personal days into subsequent years of employment if this contract shall be renewed or extended.

Employees hired for the 1996-97 year or later may carry over their sick leave, following a vesting period of five years of full-time employment. In such cases, one quarter of accumulated sick days, up to a maximum of 90 days, will be paid out of 360 days accumulated at the time of separation or retirement.¹

- VII All full-time Association employees shall be granted four (4) calendar days without loss of pay in case and at the time of death in his/her "immediate family", which shall be defined as his/her spouse, child, stepchild, parent, legal guardian, siblings; and two (2) calendar days without loss of pay in case of and at the time of death of his/her parent-in-law, step-parent, grandparent, grandparent-in-law and grandchild. Employees are expected to notify their immediate supervisor as soon as possible regarding such leave.

- VIII Holidays for all full-time Association employees shall include the following: New Year's Day, Martin Luther King, Jr., Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas. Additional holidays the Employee will receive, as indicated in Appendix A, shall include:
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- IX The normal work week for full-time Association employees shall be 35 hours, to be scheduled at the discretion of the appropriate director. In most cases, work hours are scheduled Monday through Friday between 7:00 a.m. to 6:00 p.m. with one hour for lunch daily, except that Dining Services employees are typically

¹ Ammerman Campus employees hired prior to the 1996-1997 year would begin the vesting period, and the accumulation of sick leave, at the time of hiring or on December 1, 1990, whichever is after. Western Campus employees hired prior to the 1996-1997 year would not have a vesting period as per the policy in effect at the time of their hiring.

scheduled to work between the hours of 7:00 a.m. to 9:00 p.m., including weekends, with one hour for lunch. The Employer will generally compensate an employee who is required to work in excess of 35 hours in any week with an equivalent amount of time off, although regular compensation may be provided at the discretion of the director. Note that such compensation will only be granted for additional hours that have been authorized in advance by the appropriate director or his/her designee.

- X The Employer will provide the Employee with an individual health insurance plan (i.e., not family plan). Association employees hired after 1994 will be paid 50% of the plan premium if he/she chooses not to participate in the insurance plan. Employees hired before 1994, shall continue with the insurance coverage and buy back provision in effect at the time of their hiring.
- XI All full-time Association employees who have worked twelve consecutive months shall qualify for the pension plan. The Employer will provide such eligible employees with a Contribution Retirement Pension Plan with TIAA/CREF, whereby the Employee is required to contribute 3% of salary and the Employer contributes 8% of salary for the first seven years, and 10% of salary thereafter.
- XII The Employer will also provide all full-time Association employees with a vision plan, a life insurance policy equal to three times the annual salary up to a maximum of \$75,000, and a long term disability insurance policy.
- XIII Full-time teachers in the Children's Learning Centers who complete a degree in an appropriate field (e.g., Early Childhood, Elementary Education, Child Development, etc.), above the minimum required for initial employment, shall be granted an additional step increase in the subsequent year.
- XIV Full-time Association employee shall be excused from work for jury duty or appearances in court as a witness. In such cases, employees shall be paid their regular salary less the fee that is received for acting as a juror or a witness.
- XV In the event that the Employee fails to properly perform the services required of the Employee by this Agreement, the immediate supervisor shall:
 - 1. provide Employee with a written evaluation containing adequate notice of failures in Employee's performance of services, including recommendations as to corrective actions which Employee is required to undertake;
 - 2. Employee, at Employee's option, shall have five (5) business days from date of receipt of the supervisor's written evaluation in which to respond in writing. The response shall include appropriate remedial actions which Employee will undertake to correct the failures as listed in the written evaluation;

3. if, in the sole discretion of the immediate supervisor, Employee shall fail to remedy such failures of performance as are contained in the written evaluation, immediate supervisor may recommend, in writing, to the next-level supervisor that Employee be terminated at the next meeting of the Board of Directors. Employee shall have five (5) days after receiving a copy of said letter to request a meeting with the next-level supervisor. Should a decision subsequently be made to terminate Employee, Employee shall be given ten (10) days prior notice before said termination may be approved by the Board of Directors. Such notice must be in writing given to Employee by certified mail to Employee's residence address as stated herein above.

XVI The appropriate director, or designee, may summarily suspend the Employee without pay for just cause, including but not limited to neglect of duties, personal misconduct, physical or mental incapacity or violation of the terms of this agreement or Association policy. If the Employee is suspended, a conference will be scheduled within a reasonable time between the Employee, the appropriate director, and his/her supervisor or designee, to determine either an appropriate procedure and timetable for possible restoration of service, or alternatively, to initiate termination procedures as outlined in XV (3) above.

XVII This agreement constitutes the entire agreement between the parties hereto and supersedes and cancels all prior oral and written agreements. This agreement may not be altered or modified except by a writing signed by both parties. No waiver by either party of any breach of any provision or condition of this agreement shall be deemed a waiver of any other breach of such provision or any similar or other provision or condition of this agreement. This agreement has been made and shall be interpreted in accordance with the laws of the State of New York.

In witness whereof, the parties have signed this agreement on the day and year first written above.

Employee: _____ SS# _____ Date: _____

Director: _____ Date: _____

Dean/Vice President (for the Board of Directors, SCC Association) Date

SCHEDULE OF BENEFIT TIME FOR SCC ASSOCIATION EMPLOYEES

<i>Weeks of contract</i>	<i>52</i>	<i>51</i>	<i>50</i>	<i>49</i>	<i>48</i>	<i>47</i>	<i>46</i>	<i>45</i>	<i>44</i>	<i>42</i>	<i>40</i>
Sick Days	12	12	12	11	11	11	11	11	10	10	9
Vacation Days	20	19	19	19	18	18	18	17	17	16	15
Personal Days	5	5	5	5	5	4	4	4	4	4	4
Holidays	13	13	12	12	12	12	11	11	11	10	10
Total	50	49	48	47	46	45	44	43	42	40	38