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Union: **Sachem Administrators Association**

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AGREEMENT

between

BOARD OF EDUCATION
of the
SACHEM CENTRAL SCHOOL DISTRICT

and

SACHEM ADMINISTRATORS' ASSOCIATION

JULY 1, 2004 through JUNE 30, 2007

RECEIVED

MAR 16 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

38

AGREEMENT made this day of 2005, by and between the BOARD OF EDUCATION of the SACHEM CENTRAL SCHOOL DISTRICT at HOLBROOK, Suffolk County, New York (hereinafter referred to as the BOARD or DISTRICT) and the SACHEM ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the ASSOCIATION)

ARTICLE 1
RECOGNITION

1.1 In accordance with the March 5, 1973, certification of the Public Employment Relations Board, the Sachem Administrators' Association is recognized as the exclusive collective bargaining representative for all administrators, supervisors and administrative assistants (except the Administrator for personnel) and excluding all other DISTRICT employees as outlined in Public Employment Relations Board Representation Case No C-0916.

1.2 The term "Administrator" used in this Agreement includes all members of the unit.

ARTICLE 2
JOB SECURITY

2.1 Administrators shall be employed by the BOARD upon the recommendation of the Superintendent of Schools. The DISTRICT shall give notice of the termination of such employment in accordance with applicable New York State Education Law.

2.2 A non-tenured Administrator shall be entitled, upon request, to a written statement of the Superintendent's reasons for recommending termination of his employment and shall be offered the opportunity to submit a written statement to the BOARD prior to the meeting at which it first considers the Superintendent's recommendations.

2.3 The provisions of the Article shall not be construed to deny any Administrator any statutory tenure rights he/she has accrued.

2.4 Any unit member laid off during the term of this agreement shall have the first opportunity to apply for vacant administrative positions outside of tenure areas that then exist or that may thereafter occur. This priority does not bestow upon the affected unit member any additional substantive rights to which he or she is not already entitled.

ARTICLE 3 PROFESSIONAL DUES DEDUCTION

3.1 The BOARD agrees to the monthly deduction of a uniform amount from the salaries of members of the ASSOCIATION for dues for the Sachem Administrators' Association as said members individually and voluntarily authorize the BOARD to deduct, and to transmit the monies promptly to the Treasurer of the Association.

3.2 Agency Fee

a. Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the DISTRICT does hereby agree that, no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the Sachem Administrators' Association will pay to the ASSOCIATION each month a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Sachem Administrators' Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The DISTRICT shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the Agency Fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

b. Any administrator from whom an Agency Fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals.

c. The Agency Shop Fee shall be suspended in the event membership in the organization drops below eighty (80%) percent of the total number of bargaining unit members.

d. The ASSOCIATION will supply, upon the request of the DISTRICT proof of total SAA membership.

ARTICLE 4 NEGOTIATING PROCEDURES

4.1 No later than January 10th prior to the termination of the existing Agreement, the ASSOCIATION shall submit to the BOARD or the Superintendent its written proposals for a new Agreement. The contents of those proposals shall not limit the ASSOCIATION's right to make additional proposals as provided in Paragraph 4.5 of this Article.

4.2 The BOARD and the ASSOCIATION shall each designate a negotiating team which shall consist of a chief spokesman and such other persons as it deems appropriate. Collective negotiations between the BOARD and the ASSOCIATION shall be conducted only by the designated teams and only in executive session.

4.3 The time and place for each negotiating session shall be determined at the previous session. Details relating to the initial session and any changes desired by either team after the close of a session shall be settled by the chief spokesman.

4.4 The ASSOCIATION shall have reasonable access to budgetary and operational data and information that will enable the ASSOCIATION to arrive at constructive proposals.

4.5 The BOARD and the ASSOCIATION recognize that all of their proposals must be submitted before meaningful collective negotiations can take place. A cut-off date for the submission of proposals (as soon after January 10th as practicable) shall be set by agreement of the terms.

4.6 No publication or pronouncement shall be made to the press, any other news media or publicity regarding the specific content of negotiating sessions by the BOARD, the ASSOCIATION, or any member of the negotiating teams prior to the determination by the New York State Public Employment Relations Board of the mutual determination of the parties that an impasse exists. No recording devices of any type shall be used to record deliberations at the negotiating sessions.

4.7 At any time during collective negotiations the teams may mutually determine that an impasse exists and proceed to designate a mediator and adopt such other and additional impasse procedures that may mutually be deemed desirable. However, this possibility of an additional mutually adopted impasse procedure is intended as no limitation on the right of the BOARD or the ASSOCIATION to request the New York State Public Employment Relations Board to render assistance as provided in Section 209 of the Taylor Law.

ARTICLE 5

PROFESSIONAL CONFERENCES

5.1 The BOARD shall encourage and make reasonable effort to have administrators attend workshops and conferences that bear directly on the development and implementation of educational programs. The Board shall pay the reasonable expenses, including fees, meals, lodging and/or transportation incurred by Administrators who attend such workshops, seminars, conferences and other professional meetings with the prior approval of the Superintendent. For that purpose the District shall set up a professional development fund of \$12,500 in the 2002/03 school year. This fund may be utilized for attendance at conferences and seminars, subject to the approval of the Superintendent. The amount of the fund shall increase to \$15,000 in the 2003/04 school year. Available monies not utilized in a given year shall not carry over to subsequent years.

ARTICLE 6

PROMOTIONS, VACANCIES and TRANSFERS

6.1 All vacancies and new positions covered by this Agreement shall be publicized pursuant to the following procedure:

- a. Such vacancies shall be adequately publicized which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of the qualifications for the position, including the duties and salary range. During summer recess such notice shall be to the President of the Association or his designee with a copy to Council of Administrators and Supervisors, One Huntington Quadrangle, Suite 3NO5A, Melville, New York 11747.
- b. Such notices shall be posted as far in advance as possible.

- c. Candidates shall submit their applications in writing to the Superintendent of Schools.
- d. Applicants in the unit shall be notified in writing immediately when a vacancy has been filled.

6.2 The ASSOCIATION President shall designate three (3) administrators to participate on the screening committees involved in the selection process. The Superintendent shall assign one or more of such Administrators to each such committee.

6.3 The BOARD shall make every effort to fill existing vacancies with qualified applicants as soon as possible. In cases of vacancies in positions covered by this Agreement acting appointments shall be made if fully qualified candidates cannot be found within ninety (90) calendar days, exclusive of vacations, of the date on which the vacancy occurred. No priority as a candidate for the vacancy shall be given the person who receives such an acting appointment. A person receiving an acting appointment which carries a higher salary is to be paid at the higher salary for the period he is so employed, or at a mutually agreed upon adjusted salary if all of the duties connected with the acting appointment cannot be discharged.

6.4 Administrators may be involuntarily transferred when consistent with the educational needs of the DISTRICT as determined by the DISTRICT. Prior to transfer, the administrator may request reason to be given.

6.5 The DISTRICT shall, upon request, notify the ASSOCIATION in writing, giving name, address, position, rate of pay and assignment of administrators.

6.6 The DISTRICT shall provide the President of the ASSOCIATION notice and an opportunity to consult with the Superintendent regarding any and all additions, deletions or modifications of bargaining unit work.

6.7 Unit members promoted from Level 1 to Level 2 on the salary schedule shall advance to the nearest monetary amount on Level 2 (rounded up) plus 1 step.

ARTICLE 7 PROFESSIONAL WORK SCHEDULE

7.1 The administrator work year shall consist of:

- a. The period September 1 through June 30, each school year with the following time off as authorized:
 - 15 days at Christmas, Easter and/or Spring recesses or at other days when students and teachers are not in attendance
 - All legal and designated religious holidays
 - Friday after Thanksgiving

The specific annual dates involved will be communicated to administrators by July 1 each year by the Superintendent.

7.2 If a unit member requests to work during recess days, and has the express authorization from the Superintendent to work such days, he/she may elect to either cash in those days at the per diem rate he/she receives for vacation pay, bank the day, or take a compensatory day in the last week in June or the summer immediately following such recess day. All of these compensatory days must be used by September 1st or be forfeited.

7.3 Assignments of high school administrators to trips outside the DISTRICT and on Saturdays, Sundays and holidays shall not be expanded and shall be equally distributed among those administrators.

7.4 The administrator work year shall be twelve-month period, less time off as listed in Section 7.1 (a) of this Article. Each administrator shall be granted twenty-two (22) vacation days per annum unless the administrator was not employed for the full year. In such event, the number of days shall be prorated.

7.5 Each administrator then employed shall be credited with twenty-two (22) vacation days accumulated during the prior school year, unless the administrator was not employed for a full year during the previous school year. In such event, the number of days deemed credited shall be pro-rated.

7.6 Each administrator shall be permitted to accumulate three (3) vacation days per year from that year's credited vacation, up to a maximum of twenty-four (24) days. In the case of a High School principal, five [5] days may be accumulated up to a maximum of thirty-five (35) days. These accumulated vacation days may be cashed in at 1/220th per diem of the members average salary over the past 5 years.

7.7 Unit members shall be available to work up to two (2) Saturdays per year for interviewing and/or other needed activities for compensatory time off or for payment at the same per diem rate he/she receives for vacation pay. Unit members required to work such days shall be given at least thirty (30) days advance notice. The District will take into consideration prior personal commitments of unit members in scheduling particular unit members to work such days.

7.8 The District reserves the right to require non-tenured administrators to participate in up to three (3) mentoring sessions per year. Such sessions shall be limited to no more than two (2) hours, shall be for the purpose of inservice training, and shall be conducted outside of normal business hours.

ARTICLE 8

ADMINISTRATIVE AND SUPERVISORY RESPONSIBILITIES

8.1 The BOARD recognizes that the Administrators exercise administrative and supervisory responsibilities with relation to the staff in the school; therefore, the BOARD shall call upon the administrators for their views and for their participation as advisors in collective negotiations in matters that affect their administrative and supervisory responsibilities.

8.2 Each school building shall be provided a complete and up-to-date copy of all DISTRICT policies and written procedures that affect administrators in carrying out their responsibilities.

8.3 Administrators shall be responsible for evaluating/observing the teaching staff associated with the Sachem Summer School Programs (regular and

special education) and the alternative high school program. The ASSOCIATION and the DISTRICT shall mutually develop procedures for such evaluations/observations.

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, in-service workshops and curriculum development activities as recommended by the Superintendent of Schools.

ARTICLE 10

ADMINISTRATIVE and SUPERVISORY SALARIES

10.1 Salary Classifications

There shall be established the following salary classifications:

Level I Assistant Principals, Directors, Administrator for Physical Education, and Administrator for Community Education, Assistant to the Coordinator of Student Services and Administrator for Federal Funds, Research and Development.

Level II Elementary Principals, Administrative Assistants, Junior High Principals, Coordinator of Curriculum for Secondary Schools, Coordinator of Student Services Administrative Assistant for Instructional Technology and Administrative Assistant for Music and Performing Arts.

Level III High School Principals

10.2 Salaries for Level 1 and Level 2 Unit Members Employed Prior to July 10, 1997:

- a. The salary schedules in effect for these employees during the 2004/05 school year is set forth in Appendix A. The schedule reflects a 3.0% increase from the previous year.
- b. Effective July 1, 2005, the salary schedule shall be modified and increased by 3.0%, as set forth in Appendix A.
- c. Effective July 1, 2006, the salary schedule shall be modified and increased by 3.0%. as set forth in Appendix A

10.3 Salaries for Incumbent High School Principals:

The percentages applied to the salary schedules in Paragraph 10.2 above shall be applied to the individual base salaries of incumbent high school principals then in effect.

10.4 Salaries for Unit Members Employed on or After July 10, 1997:

- a. Salaries for unit members employed on or after July 10, 1997 shall be increased during the three years of this agreement consistent with that reflected in 10.2 above. The applicable schedules are set forth in Appendix B.
- b. The new salary schedule set forth above shall not be applicable to current unit members who are promoted to titles within the bargaining unit; rather the salary schedule for unit members employed prior to July 10, 1997, shall be applicable, except in the case of high school principals. In the case of a promotion to a title other than high school principal, the incumbent shall receive the salary of the corresponding Level 2 salary closest to, but not less than the Level 1 salary. In the case of a promotion to a high school principal position, the salary shall be determined by the Superintendent of Schools following consultation with the Association's President.
- c. The salary for high school principals employed on or after July 10, 1997, shall be one hundred eleven (111%) percent of the corresponding Level 2 step. The District has the discretion to determine where in the salary schedule the high school principal will be placed.

10.5 Retroactive Pay

Unit members who were employed during the term of the contract, but who retired prior to execution, shall be granted the afore-mentioned wage increases contained in Section 10.2 of this Article retroactively.

10.6 Longevity

Each employee employed as an administrator by the Sachem Central School District shall receive one thousand one hundred (\$1,100.00) dollars after his/her ninth (9th) year as an administrator. After eleven (11) years the longevity amount shall increase to \$1,400.00; after the fourteen (14th) year the amount shall increase to \$1,800.00 and after the twentieth year the amount shall increase to \$2,200.00.

10.7 Merit Pay

The ASSOCIATION does not object to the DISTRICT's implementation of a DISTRICT merit plan. The ASSOCIATION shall not participate in the administration of said plan and it is solely a DISTRICT administrative plan. Said plan is set forth at length as Appendix C of this Agreement.

10.8 Doctorate Stipend

Administrators who have, or who are granted a doctorate shall receive an annual stipend of \$2,000.

ARTICLE II
FRINGE BENEFITS

11.1 a The DISTRICT agrees to continue during the term of this Agreement, such hospitalization, medical, surgery, major medical and dental insurance plans in effect on June 30, 1978. Administrators shall receive the same long-term disability coverage as that received by members of the Sachem Teachers Association. Effective on the first day of March, 1991, the DISTRICT shall pay ninety (90%) percent of the premiums for the New York State Government Employees' Health Plan, individual or family, for those individuals employed prior to July 10, 1997. For individuals employed on or after July 10, 1997, the District shall pay eighty (80%) percent of the premiums for the New York State Government Employees Health Plan, individual or family. Said latter group of individuals shall pay any increase incurred by the District for the cost of health insurance premiums associated with those individuals to the extent the premiums increase in a given year by more than the Consumer Price Index (CPI) , determined as of the date of scheduled increases are to go into effect, or five (5%) percent, whichever is greater. The District shall be permitted to change insurance carriers, or self-insure, for health care benefits if the resulting plan is equal to or better than the then current plan.

b. The District shall provide 100% of the premium cost of the individual health insurance plan and 80% of the premium cost of family health insurance for present and future retirees under the New York State Government Employees Health Insurance Program. However, for those retirees covered under the HMO Option, the District will pay a monthly premium dollar contribution equal to that paid for employees

under the New York State Government Employees Health Insurance Program up to a maximum of 100% of the monthly premium cost.

11.2 The BOARD shall grant mileage allowance for the use of personal cars regularly required in the performance of duties.

11.3 Administrators and Supervisors shall accrue a maximum of eleven (11) days sick leave per year. In addition, four (4) days of personal leave shall be available annually. All unused sick days shall be cumulative and all unused personal days shall be added to accrued sick days.

11.4 a. Administrators shall be entitled to three (3) days of bereavement leave per occurrence. Days may be used in the case of bereavement for a parent, parent-in-law, spouse, child, sibling, grandparent, or in the case of any other relative or person who resides with the administrator. These days shall not be cumulative.

b. An administrator who exhausts his/her bereavement leave and personal leave allocation in a given school year may, in the case of bereavement for a parent, parent-in-law, guardian, spouse, child, sibling, grandparent or in the case of any other relative or person residing with the administrator, utilize unused personal days from prior school years.

11.5 Leaves of absence without pay may be granted at the discretion of the BOARD upon the recommendation of the Superintendent.

11.6 Split Dollar Whole Life Insurance Policy

The BOARD has funded the cost of a split-dollar whole life policy subject to the following:

- a. A \$100,000 face value life insurance policy was purchased by the DISTRICT for all unit members defined in Paragraph "b" below, said policy to be completely paid up in nine (9) years of the date of purchase of the policy
- b. The plan is applicable only to unit members employed on or before January 1, 1988
- c. Ownership of policy shall remain with the DISTRICT
- d. Beneficiary of life insurance shall be designated by the employee.
- e. Premium contribution shall be recouped by the Board as follows:
 - i. The cost of the premium contribution shall be recouped by the DISTRICT out of death benefit proceeds.
 - ii. In the event of retirement or excessing prior to the policy being fully paid, the DISTRICT will continue contributions until the policy is fully paid, at which point premium contribution shall be recouped from death benefits.
 - iii. In the event of voluntary separation, premium contributions shall be recouped from cash value. At such time, the employee shall be assigned the policy. In the event of voluntary separation before there is a sufficient cash value to recapture premium contributions, the employee shall have the option of repaying the premium contribution to the DISTRICT and obtaining ownership of policy, or relinquishing all rights to the policy with a cessation of the obligation of the DISTRICT to pay the premium.

11.7 New unit members who are employed on or after January 1, 1988 shall be provided with a \$100,000 group term life insurance policy, premium costs to be provided by the DISTRICT, in lieu of a split dollar whole life policy as hereinbefore set forth. In addition, such unit members shall be permitted to purchase an additional \$200,000 of group term life insurance at no cost to the District.

11.8 While an administrator is on school property, performing his/her duties, either professional or extra-curricular, any damage to or loss of personal property resulting from vandalism, malicious mischief and/or theft shall be reimbursed by the Board of Education on the basis of fair market value at the time of loss subject to the following:

1. Losses under \$25.00 will be excluded;
2. The maximum liability to the school district will be \$250.00 per incident; and
3. Claims filed will require an affidavit or affirmation of the allegations of the loss.

11.9 The District shall provide unit members with the District's existing self-insured disability plan, which plan is incorporated by reference.

11.10 The District shall establish an Employee Assistance Plan.

ARTICLE 12

ASSOCIATION PRIVILEGES

12.1 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.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 It is the policy of the BOARD and the ASSOCIATION that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

13.2 Definitions

- a. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. An "administrator" is any person in the unit covered by this Agreement.
- c. An "aggrieved party" is an administrator who submits a grievance or on whose behalf it is submitted, and the ASSOCIATION.

13.3 Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the BOARD and the ASSOCIATION and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d. Administrators or the ASSOCIATION shall present grievances directly to the Superintendent. By mutual agreement, any grievance may be submitted directly to arbitration.

13.4 Grievance Procedure

- a. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two (2) weeks after it is received by him.
- b. In the event the ASSOCIATION is not satisfied with the statement of the Superintendent or his designated representative with respect to a grievance, it may, within thirty (30) days after receiving the statement refer the grievance to arbitration by requesting that the New York City office of the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.

13.5 Arbitration

- a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and of the ASSOCIATION shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without 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 shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
- c. The cost for the services of the arbitrator will be borne equally by the School Board and the ASSOCIATION.
- d. Nothing contained herein shall be construed to deny to any aggrieved party or party considering himself or itself aggrieved, any rights under any law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.

ARTICLE 14 LITIGATION

14.1 The BOARD shall save administrators harmless from any financial loss, including fees for an attorney to be provided by the BOARD arising out of any claim, demand or suit by reason of any act or omission to act by such administrator within or without the school building provided such administrator, at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the BOARD and gives prompt notice of such claim, demand or suit. The BOARD may provide an administrator with an attorney or pay attorney's fees for the defense of a criminal action against the administrator. Nothing herein shall deprive any administrator any rights or protection provided by law.

14.2 Whenever an administrator is absent from school as a result of a disability covered by Workmen's Compensation, the administrator will be paid his full salary during such disability, less the amount of any Workmen's Compensation insurance proceeds, for no more than 180 days and no part of such absence shall be charged to the administrator's sick leave.

ARTICLE 15

SICK LEAVE AND VACATION BUY-OUT

15.1 At the time of a unit member's retirement under the New York State Teachers' Retirement System or a unit member's excessing by way of job abolition, the employee shall be paid \$160 for each day of accumulated sick leave then standing to the employee's credit. In the event of a layoff, the unit member may request buy-out at any time during the period of lay-off, not to exceed seven (7) continuous years. In the event the unit member dies while on active service, prior to retirement or during a layoff period prior to a request for sick leave buy-out, the said payment shall be made to the employee's estate or designated beneficiary.

15.2 Unit members shall be permitted to cash-in four (4) days (six [6] days in the case of a high school principal) of each year's accrued vacation and be paid the per diem cash value thereof based upon 1/220th of the unit member's salary.

ARTICLE 16

LABOR-MANAGEMENT COMMITTEE

16.1 A Labor-Management Committee shall be established consisting of the Superintendent and two (2) of his/her designees and three (3) representatives of the Association to be appointed by its President. The Committee shall meet periodically at mutually convenient times to discuss and attempt resolution of mutually agreed upon agenda items.

ARTICLE 17

OTHER CONTRACTUAL PROVISIONS

17.1 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. The provisions of this agreement more favorable to administrators shall supersede any conflicting provisions in any agreement between the BOARD and any individual administrator. Any future agreement between the DISTRICT and an administrator shall be consistent with the terms of this agreement.

17.2 Contracts of all other DISTRICT bargaining units shall be provided each building administrator as soon as such contracts are negotiated.

17.3 Any acting appointment to a position covered by this agreement shall be governed by the terms and conditions of this agreement during such appointments.

ARTICLE 18 STRIKES

18.1 In the event of a strike or work stoppage by individuals or groups for whom the ASSOCIATION is not the bargaining unit, the members of this ASSOCIATION shall, unless unable to, report for their regular duties and receive salaries and benefits as provided in the terms of this agreement.

ARTICLE 19
SEPARABILITY AND
RENEGOTIATION

19.1 To the best knowledge and belief of the parties, this agreement 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 20
DURATION

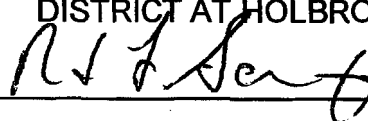
20.1 This agreement shall be effective from July 1, 2004 until June 30, 2007. This agreement shall supersede and take the place of all prior agreements between the parties.

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.

BOARD OF EDUCATION
SACHEM CENTRAL SCHOOL
DISTRICT AT HOLBROOK

Dated: 3/3/05

by:



SACHEM ADMINISTRATORS
ASSOCIATION

Dated: 3/1/05

by:



**SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK
Holbrook, New York 11741-1890**

**SAA SALARY SCHEDULES
PRE 7/10/97 TIER**

<u>STEP</u>	<u>2004-05 @ 3% INCREASE</u>		<u>2005-06 @ 3% INCREASE</u>		<u>2006-07 @ 3% INCREASE</u>	
	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
1	\$97,881	\$107,205	\$100,817	\$110,422	\$103,842	\$113,734
2	\$101,076	\$109,758	\$104,108	\$113,051	\$107,231	\$116,442
3	\$104,275	\$112,312	\$107,403	\$115,682	\$110,625	\$119,152
4	\$107,470	\$114,864	\$110,694	\$118,309	\$114,015	\$121,859
5	\$110,668	\$117,416	\$113,988	\$120,938	\$117,408	\$124,567
6	\$113,864	\$119,968	\$117,280	\$123,567	\$120,799	\$127,274
7	\$117,062	\$122,520	\$120,573	\$126,195	\$124,191	\$129,981
8		\$125,071		\$128,823		\$132,688

SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK
Holbrook, New York 11741-1890

SAA SALARY SCHEDULES
ON OR AFTER 7/10/97 TIER

STEP	2004-05 @ 3% INCREASE		2005-06 @ 3% INCREASE		2006-07 @ 3% INCREASE	
	LEVEL 1	LEVEL 2	LEVEL 1	LEVEL 2	LEVEL 1	LEVEL 2
1	\$96,946	\$104,098	\$99,854	\$107,221	\$102,850	\$110,438
2	\$99,907	\$106,472	\$102,904	\$109,666	\$105,991	\$112,956
3	\$102,869	\$108,846	\$105,955	\$112,112	\$109,134	\$115,475
4	\$105,831	\$111,220	\$109,006	\$114,557	\$112,277	\$117,994
5	\$108,793	\$113,595	\$112,057	\$117,002	\$115,418	\$120,512

APPENDIX C

IMPLEMENTATION OF OUTSTANDING SERVICE AWARDS

1) Procedure

The Superintendent of Schools, in consideration with the Assistant Superintendent for Schools and the Administrator for Personnel will formulate recommendations for the granting of Outstanding Service Awards. Thereafter, the Superintendent shall transmit the same to the Board of Education.

Nothing herein contained shall require that awards be made.

2) Criteria

The Superintendent shall consider the following criteria in determining Outstanding Service Awards:

a) The individual shall have displayed during the preceding year outstanding contributions to the betterment of education to pupils of the Sachem School District in any of the following illustrative areas:

1. Curriculum improvement
2. Effectiveness in delivery of services to students
3. Improvement of staff performance
4. Establishment of programs for community involvement
5. Management and supervision of physical plan and/or non-instruction staff.

3) Amount of Award

Each award not to exceed the sum of \$1,000 shall be paid, on a one-time basis only, on or about June 1st of the school year. The amount awarded shall be determined in the sole discretion of the Superintendent of Schools and the Board of Education.

