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2007-2011

AGREEMENT

Between

THE BOARD OF EDUCATION

of the

SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT

and

THE SHOREHAM-WADING RIVER ADMINISTRATORS' ASSOCIATION

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

Pursuant to the provision of Chapter 392 of Laws of 1967 of the State of New York, this Agreement is made and entered into by and between the Shoreham-Wading River Central School District (hereinafter the "District") and the Shoreham-Wading River Administrators' Association (hereinafter the "Association").

ARTICLE I - RECOGNITION

A. The District recognizes the Association as the exclusive bargaining agent under the Taylor Law for the District's principals, assistant principals, directors and supervisors of instruction. Excluded from the bargaining unit are all other titles including: superintendent, assistant superintendent, business manager and plant facilities administrator.

B. The Association, having made a formal request for recognition, has and does affirm that it shall 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 such strike.

C. Any individual agreement, arrangement, or contract between the District and an individual administrator, heretofore executed, shall not be affected by this recognition or by any provisions of this Agreement.

ARTICLE II - NEGOTIATION PROCEDURE

A. Before March 1 of the year in which this Agreement expires, the parties agree to enter into negotiations for a successor Agreement. If an impasse develops, either party may request the assistance of PERB in accordance with the procedures of the Law.

B. The parties agree that negotiation proceedings shall not be released to the public without prior approval of both parties. The parties also agree that the scheduling of negotiation meetings will be arrived at cooperatively.

C. Any agreement negotiated by the parties shall be reduced to writing and be signed by the District and the Association.

ARTICLE III - GRIEVANCE PROCEDURE

A. Should differences arise between the parties as to the interpretation or application of the provisions of this Agreement, there shall be no suspension of service by the aggrieved party on account of such differences. An earnest effort should be made to settle such differences immediately in the manner described in the following paragraphs.

B. Whenever used in this Agreement:

(1) "Grievance" means any dispute between the parties hereto arising under the interpretation or application of any provision of this Agreement or any arbitrary or discriminatory application of District policy or regulations;

(2) An "aggrieved party" is the party making the claim and may include one or more individuals and/or the Association in its own name when rights guaranteed by the contract to the Association, are abridged.

C. Both parties agree that these proceedings will be kept as informal, and confidential as may be appropriate at any level of the procedure.

D. Each formal grievance shall be submitted in writing on a form approved by the District and the Association, and shall identify the aggrieved person(s), the provision of the 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. Once the grievance is submitted in writing, the wording of the grievance shall not be changed. If an Administrator does not file a grievance in writing within 25 calendar days after the Administrator knew or should have known of the act or conditions on which the grievance is based, the grievance will be considered as waived.

E. The immediate supervisor shall within twenty-five (25) calendar days of submission discuss the matter with the aggrieved party and make his/her determination in writing to the grievant. If the grievance is not satisfactorily resolved at this stage, the aggrieved party may appeal in writing to the Superintendent within fifteen (15) calendar days of receipt of the immediate supervisor's decision.

F. The Superintendent, or his designee, shall meet with the aggrieved and a representative of the Association within thirty (30) calendar days of the receipt of the appeal. The Superintendent shall have fifteen (15) calendar days following the meeting in which to render a written determination that will set forth his reasoning and decision. If the grievance is not satisfactorily resolved at this stage, the aggrieved party may, within ten (10) calendar days after receipt of the Superintendent's determination, request that the grievance be submitted to the Board of Education.

G. At the request of the aggrieved party, the Superintendent shall, within seven (7) school days of the request, submit the grievance record to the Board of Education. The matter will be considered by the Board within thirty (30) calendar days after the date of submission of the Superintendent's report to the Board with the aggrieved party and a representative of his/her choice and a report shall be rendered by the Board within thirty (30) school days of the meeting. The report shall be in writing with a copy thereof delivered to the grievant and the Association. It shall set forth the Board's reasoning and decision.

H. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next stage; failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that stage.

I. Nothing herein will be construed as limiting the right of any member to discuss and resolve any contractual, or other matter with the Superintendent and/or the Board. If such resolution is inconsistent with any term of this Agreement or is an arbitrary or discriminatory application of District policy or regulation, it shall be considered to be a personal adjustment not binding upon the Association, its members, or as a precedent unless it is expressly ratified by the Association.

ARTICLE IV - ASSOCIATION RIGHTS

A. The Superintendent and representatives of the Association will meet on an "as needed" basis to discuss matters of mutual concern.

B. Copies of the contract Agreement and Board policies and minutes of the Board meetings will be made available to all unit members.

C. Whenever duly authorized by a unit member on an agreed upon form, payroll deductions on behalf of the member shall be made and paid in accordance with such form for any or all of the following purposes:

- (1) U.S. Savings Bonds
- (2) Dues to the SWRAA
- (3) Tax-sheltered annuities
- (4) Credit Unions
- (5) Payment on loans to NYSTRS

D. So long as it does not interfere with building activities, the Association shall have access to the building and facilities to conduct its meetings.

ARTICLE V - WORK REQUIREMENT

A. It is recognized by both parties that, as a matter of principle, there can be no rigid time limits set by anyone upon an Administrator's length of workday when carrying out the responsibilities assigned to his/her position. The nature of the Administrator's role requires a commitment in time and effort above and beyond that which is required of the certified staff under their authority. Accordingly, the Administrators are subject to performing all their duties and obligations to the Board, administration, staff, parents and children as established by the Board and the Superintendent.

B. All unit members shall work twelve (12) months per year.

C. Unit Members who teach in service/professional improvement courses for the District will receive, as compensation, their daily rate of pay for each seven and one half (7.5) hours of teaching time. It is expressly understood that such payment will only be for teaching/instructional time and shall not include preparatory time.

ARTICLE VI - TRANSFERS

A. Except in an emergency or unusual circumstance, individuals must be informed in writing thirty (30) calendar days prior to a transfer.

B. An involuntary transfer will be made only after a meeting between the Administrator and the Superintendent at which time the Administrator will be notified of the reasons for the proposed transfer. The Administrator may have an Association representative present at this meeting. In the event that the Administrator objects to a transfer at this meeting, the Administrator may appeal to the Board of Education.

C. Individuals with tenure who are transferred will retain tenure status as provided by law.

ARTICLE VII - VACANCIES

A. All vacancies in administrative, supervisory, or teaching positions in the District shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties, salary range and type of appointment (probationary or temporary replacement). A copy of the posting will be sent to the Association President within eight (8) calendar days of the posting.

B. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least eighteen (18) calendar days before the final date when applications must be submitted, and, in no event, less than thirteen (13) calendar days before such date.

C. Candidates who desire to apply for a position shall submit their applications in writing to the designated Administrator within the time limit specified. Failure to apply within time limits shall constitute a waiver of consideration for the position.

D. Any qualified member may apply for such vacancies. In filling such vacancies, the Board agrees to accord finalist status to any tenured unit applicant.

E. If not a candidate for appointment as Superintendent, the Association President and/or designee will be on any committee on which a teacher serves to advise on appointment of a Superintendent.

ARTICLE VIII - PROFESSIONAL EVALUATION

A joint committee of two (2) Association members, and two (2) District Representatives

designated by the Superintendent shall be established to consider changes in professional evaluation procedures. Any committee recommendations will be advisory.

ARTICLE IX - ADMINISTRATOR FILES

Official Administrator files shall be maintained under the following conditions:

A. No material critical of an Administrator shall be placed in the file unless the Administrator shall first have an opportunity to read the material. The Administrator shall acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed, and shall not necessarily indicate agreement with its content.

B. The Administrator shall have the right to respond in writing within thirty (30) calendar days to any material filed, and the response shall be attached to the file copy.

C. Upon request of the Administrator, he/she shall be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Administrator's past employment or schooling should not be subject to such examination.

D. No persons other than the Administrator's Supervisor, the Superintendent or his designee, the Board and the Board's counsel shall examine the Administrator's file.

E. No Administrator's file shall be removed from school premises except on direct written authorization of the Superintendent. A copy of such authorization shall be placed in the Administrator's file.

ARTICLE X - LEAVES

A. Sick Leave

(1) Probationary Administrators will be entitled to ten (10) sick leave days each school year as of the first day actually worked. Sick leave days may be accumulated from year to year up to two hundred twenty (220) days.

(2) Tenured Administrators will be entitled to fifteen (15) sick leave days per year. Sick leave days may be accumulated from year to year up to two hundred twenty (220) days.

(3) Any unit member immediately hired by the District from the teaching ranks shall be credited upon hiring into the unit with the sick leave he/she previously accrued with the District as a teacher.

(4) Sick leave may be utilized in the event of serious illness requiring bedside or household attention by the Administrator for a member of his/her household.

(5) For absences exceeding three (3) days at any one time, the Administrator shall submit promptly a certificate from a physician, satisfactory in form and manner, as to the cause and necessity warranting the excused absence.

(6) In cases of prolonged or pronounced illness of an Administrator to the extent that the same is a matter of public knowledge, or for other satisfactory reasons given, the Superintendent may waive the necessity of a physician's certificate.

B. Bereavement Leave

(1) Each Administrator will be entitled to five (5) days absence without loss of pay or privileges, in cases of death in the immediate family, and to three (3) days in the event of the death of a grandparent who is not a resident in the Administrator's family.

(2) In case of hardship the Administrator may apply for additional time. The Superintendent and the Association's President in conjunction with each other, shall accept or reject each application on the basis of its merits, and shall determine the number of days, if any, that may be granted. Acceptance requires approval of both the Superintendent and the Association President. These days shall be deducted from the Administrator's accumulated leave.

C. Personal Leave

Administrators will receive three (3) personal leave days. Unused personal leave days shall accumulate at the end of each year as unused sick days. Application for personal leave will be made to the Superintendent at least five (5) calendar days before taking such leave except in cases of emergencies.

D. Leaves Without Pay

Leaves without pay are granted to accommodate personal needs of individual Administrators. The Administrator taking personal leave should not necessarily expect to return to the position he/she left at the start of his/her leave.

E. Child Care Leave

(1) An Administrator who becomes pregnant may use, if she so desires, a total of eight (8) weeks of accumulated sick leave without a physician's note immediately before and/or after the birth at the discretion of the Administrator. Any additional sick leave is subject to other provisions of this Agreement.

(2) An Administrator who becomes a parent may apply for and receive a leave of absence, without pay, for the balance of the school year, plus one additional year, at the Administrator's option. To be eligible for such leave, the Administrator must provide the District with no less than sixty (60) days notice prior to the commencement of the leave. This sixty (60) day notice requirement may be waived, however, at the discretion of the Superintendent in cases where special circumstances exist. Prior to April 1st of the year the leave expires, the Administrator must

notify the district in writing of her/his intention to return. Failure to notify will be considered as a resignation.

(3) A tenured Administrator may apply for adoptive leave without pay and shall receive same, provided sufficient notice is given to obtain a replacement, and further provided the child is less than five (5) years old at the time the adoptive leave is granted. Such leave shall extend for the balance of the school year, and one additional school year, if the Administrator so elects at the time the leave is granted.

F. An Administrator will not accumulate additional leave days during an unpaid leave. For any progression that is dependent upon one's length of service, full credit will be granted for any school year in which the Administrator has worked at least half of said year.

G. Sick Bank

(1) Effective July 1, 1989 a sick leave bank of 100 days will be established. Fifty of the days will be donated by the District, the other fifty will be donated by the Association's members on an equitable basis.

(2) The use of the Sick Leave Bank established in 1989 shall at all times be restricted to the number of days available in the Sick Leave Bank at the time an application is made by an eligible Administrator to draw upon the Sick Leave Bank. In the event that the Sick Leave Bank is reduced to a number of days fewer than 75 days, then at the commencement of the school year immediately following, and, if necessary, at the commencement of each succeeding school year, a deduction of one (1) day from the annual sick leave of each Administrator shall be made until the fund (Sick Leave Bank) equals 100 days. At any time, and for any reason, an Administrator may contribute additional days to bring the Sick Leave Bank total to 100 days.

(3) In order to be eligible to apply for days from the Sick Leave Bank, an Administrator must:

(a) have exhausted his/her accumulated and earned sick leaves.

(b) have had an illness during the year of application of ten (10) continuous school days.

(4) If approved, an eligible Administrator may draw upon this Bank for a total of up to five (5) days and may reapply for additional days if necessary. The approval of each application and the number of days granted will be as provided below. When an application is denied, reasons for such denial shall be stated in writing to the applicants.

(5) The Superintendent and the President of the Association in conjunction with each other, shall accept or reject each application on the basis of its merits and shall determine the number of days that may be granted from the Bank. Acceptance requires approval of both the Superintendent and the Association President. Either may request written verification for the need of such days from a school physician, or a mutually agreed upon physician. Concurrence by a second physician may be requested by either party.

(6) Excluded from coverage under this Sick Leave Bank are those absences for which treatment is not being sought.

(7) An Administrator who receives benefits by reason of this provision shall be obligated to refund the District any recovery made by such Administrator for said disability from the Administrator's claim against an insurance policy (including Workers' Compensation) to the extent that such recovery is specifically identified as reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the Administrator under this provision. Upon such refund, the District shall add the equivalent number of days to the Sick Leave Bank. The formula for determining the number of days to be returned to the Sick Leave Bank shall be based upon 1/220th of the Administrator's salary.

(8) Independent of the duration of the prolonged and continuous illness, an Administrator who is eligible to draw upon the Sick Leave Bank may do so until the following is met: Administrator is eligible, as affirmed by the New York State Teacher's Retirement System, for a disability pension or for a maximum period of five years, whichever occurs first.

(9) An Administrator no longer receiving any sick time compensation (sick bank or other) may take an unpaid leave of absence for medical reasons. Such Administrators will receive health insurance and all other insurance benefits for a period of time, as necessary, not to exceed sixty (60) days absence.

H. In view of the provision for sick leave, leave-of-absence, and personal business days existent in the Board policies, the Board does not approve taking time off without pay.

I. Temporary Leave of Absence. Administrators will be entitled to the following temporary leaves of absence, with pay, each school year:

(1) Two (2) days for the purpose of visiting other schools with the permission of the Superintendent. (Professional Leave Days.)

(2) Time necessary for appearances in any legal proceedings connected with the Administrator's employment or with the school system or in any other legal proceeding, if the Administrator is required by law to attend, but excluding traffic violations which can be disposed of by mail. If more than fifteen (15) calendar days are required for appearance in a legal proceeding other than one connected with Administrator employment or with the school system, the Administrator may apply for additional time. The Superintendent and the President of the Association, in conjunction with each other, shall accept or reject each application on the basis of its merits and shall determine the number of days, if any, that may be granted. Acceptance requires approval of both the Superintendent and Association President.

J. Vacation

(1) The work year shall commence on July 1st and end on June 30th.

(2) Each unit member shall be entitled to 31 working days' vacation during each work year. Vacation shall be scheduled when school is not in session and with the prior approval of the Superintendent of Schools, which shall be granted, or not, within five school days of the request.

(3) A maximum of five (5) vacation days may be carried over from one work year to the next with the prior approval of the Superintendent of Schools, creating a maximum permissible accumulation of 36 days. The parties understand and agree that the contractual language with respect to vacation entitlement is to be read separately from the language with respect to accumulation.

(4) Each administrator shall be allowed to be compensated for up to five (5) unused vacation days per year. The rate of compensation for these days shall be 1/220 of their annual salary.

(5) Upon cessation of employment with the District, unit members shall receive payment for their unused accrued vacation time not to exceed 36 vacation days.

K. Holidays

Each administrator shall be entitled to fifteen holidays per school year, which shall be determined by the Superintendent in consultation with the Association.

ARTICLE XI - PHYSICAL EXAMINATION

A. The Administrator shall furnish evidence of a physical examination from a physician of his/her choice:

- (1) Prior to effective date of appointment as a probationary Administrator;
- (2) Ninety (90) calendar days prior to the expiration of his/her probationary period; and
- (3) At such other times as the Board of Education may require.

B. The cost thereof shall be borne by the Administrator unless he/she shall elect to have such examination made by the Suffolk County Clinic, or the school physician, in which event the cost shall be borne by the District. Nothing in this article shall be deemed a waiver of the right of the Board of Education to require a physical examination of an Administrator by the school physician.

ARTICLE XII - WORKERS' COMPENSATION

Should Workers' Compensation benefits be paid to an Administrator for any day or days for which the Administrator will have received salary from the District, an amount equal to the Workers' Compensation benefits so paid shall be paid by the Administrator to the District. Sick leave will be re-credited, according to the formula: compensation received divided by 1/220th of Administrator's

annual salary and rounded to the nearest half-day.

ARTICLE XIII - PROTECTION

A. Administrators will immediately report in writing to the Superintendent all cases of assault suffered by them in connection with their employment.

B. The report will be forwarded to the Board, which will comply with any reasonable request from the Administrator for information in its possession relating to the incident, or the person(s) involved, and will act in appropriate ways as liaison between the Administrator, the police, and the courts.

C. The Administrator shall notify the Superintendent within ten (10) calendar days of any action brought against him/her. In the event action is submitted to the Board concerning an Administrator, the Administrator will be notified by the Superintendent's office.

D. If criminal or civil proceedings are brought against an Administrator alleging that he/she committed an assault in connection with his/her employment, the Board will, upon his/her request, to the extent required by Education law Sections 3023 or 3028, furnish legal counsel to defend him/her in such proceedings.

E. The Board will reimburse an Administrator for the cost of medical, surgical, or hospital services necessitated by any injury sustained while he/she is acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board, or its agents that are not covered by insurance provided that the Administrator, in seeking insurance coverage in connection with such services, has duly submitted all necessary information to his/her insurance company to obtain coverage.

ARTICLE XIV - INSURANCE AND ANNUITIES

A. Insurance

(1) Administrators shall receive the following insurance fringe benefits and share the premium cost of said benefits as follows:

(a) Health insurance, the District shall contribute eighty-five percent (85%) of the health insurance premium for individual coverage. For family coverage, the District shall contribute eighty-five percent (85%) of that portion of the premium relating to the individual and eighty-five percent (85%) of that portion relating to dependents;

(b) Dental, optical, and excess major medical policies; the District shall contribute eight-five percent (85%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage;

(c) Term life insurance with a face value of three times their respective annual salary not to exceed \$360,000; the District shall contribute ninety percent (90%) of the cost of the premium for such term life insurance. In addition, unit members shall have the ability to purchase additional coverage at whatever the cost would be to the District up to a maximum of five (5) times their annual salary; and

(d) Disability insurance; the District shall contribute ninety percent (90%) of the cost of the premium for disability insurance.

(2) The District may, in its sole discretion, switch health insurance carriers so long as the switch does not result in a diminution of benefits or an increase in co-pays/deductibles.

(3) Those members of the unit who elect not to receive health insurance in any given year shall receive \$3,000 for opting out of a family plan or \$2,000 for opting out of an individual plan.

B. Annuities

The Board of Education shall accept applications from interested members of the professional staff for reduction in, or deduction from, the contract salaries, the amount of such reductions to be remitted to a tax-sheltered annuity program. Two of the carriers of such program shall be designated by the Association.

ARTICLE XV - ACADEMIC FREEDOM

A. The private and personal life of an Administrator is not within the appropriate concern or attention of the School Board policies, except for cases of immoral character or conduct unbecoming an Administrator.

B. Administrators will be entitled to full rights of citizenship and no religious or political activities of any Administrators (provided such activities do not take place during his/her working hours) or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of each Administrator.

C. Academic Freedom shall be guaranteed to Administrators, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, except those standards of professional educational responsibility, including the presentation of issues in a fair and unbiased manner.

ARTICLE XVI - LEGAL LIMITATIONS

A. This Agreement represents the complete agreement of the parties, oral or otherwise, except as stated in this Agreement. If any provisions of this Agreement are, or shall be, at any time,

contrary to law, such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

B. In the event that any provisions of this Agreement are, or shall, at any time, be contrary to law, all other provisions of the Agreement not contrary to law, shall continue in effect.

C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any items, whether contained herein or not. Modifications during the term of this Agreement may be initiated at the written request of the Board or the SWR Administrators' Association and only negotiated by mutual consent.

ARTICLE XVII - ADMINISTRATION RESPONSIBILITY

Except as expressly provided otherwise by this Agreement, the determining, planning, direction, coordinating and administering of school policy, plus the operation of the school and the direct supervision of all school employees are vested exclusively with the Board of Education, or its designee.

ARTICLE XVIII - SALARIES

A. Effective July 1, 2007, all Administrators employed by the District as members of the administrators bargaining unit as of June 30, 2006, shall receive a salary increase of three and a half percent (3.5%). Effective July 1, 2008, all Administrators employed by the District as members of the administrators bargaining unit as of June 30, 2007 shall receive a salary increase of three and three quarters percent (3.75%). Effective July 1, 2009, all Administrators employed by the District as members of the administrators bargaining unit as of June 30, 2008 shall receive a salary increase of four percent (4.0%). Effective July 1, 2010, all Administrators employed by the District as members of the administrators bargaining unit as of June 30, 2009 shall receive a salary increase of three percent (3.0%).

B. Effective July 1, 2007, unit members employed by the District as assistant principals as of June 30, 2007 who are still employed at the time of signing of the December 12, 2007 Memorandum of Agreement, shall receive a one-time flat dollar increase of \$7,000 to their respective salaries. In light of the foregoing one-time flat dollar increase, these assistant principals shall not be eligible for the percentage increase provided to unit members for the 2007/2008 school year, either in the 2007/2008 school year or any year thereafter.

C. Administrators shall receive a two and one-half (2 1/2%) percent increase in their base salary, effective upon the date on which they are granted tenure by the Board of Education. This provision expressly sunsets on June 30, 2011.

ARTICLE XIX - LONGEVITY

Unit Members will be eligible to receive the following longevity payments. After the completion of five (5) years - \$2,000. After the completion of nine (9) years - an additional \$2,250. It is expressly understood that these longevity payments do not become part of the base salary.

ARTICLE XX - RETIREMENT INCENTIVE

A. The Board of Education shall establish a retirement leave incentive for all Administrators who are eligible to retire under the New York State Teachers' Retirement System without penalty (e.g., at least age 55 and 20 years of New York State credited service) and possess at least seven (7) years of service in the District. Unit members hired on or after January 1, 2004 must possess at least twelve (12) years of service in the District (rather than seven (7)) in addition to fulfilling all the other eligibility requirements provided above in order to be eligible for said retirement leave incentive. The retirement leave incentive shall be computed in the following manner and shall be paid no later than June 30 of the year of retirement:

(1) Eligible Administrators shall receive half of their final year's base salary plus \$145 per day for the first 60 unused sick days and \$70 per day for the remaining unused sick days to a maximum of 220 days.

(2) Eligible Administrators who do not elect to take this incentive by December 31 of the school year first eligible, shall lose the opportunity to do so.

B. (1) In addition to the retirement leave incentive set forth in Section A above, the District shall pay health insurance premiums into retirement at 85% of the Individual Plan premium and 85% of the Family Plan premium, for participation in the same plan offered by the District to active unit members at the time the premium(s) are due to be paid, to all unit members who possess at least seven (7) years of service in the District and are eligible to retire or retire on disability from the New York State Teachers' Retirement System without penalty (e.g. at least age 55 and 20 years of New York State credited service.) during the term of this Agreement only (i.e. by no later than June 30, 2011), provided they submit an irrevocable notice of intent to retire to the District Superintendent by December 31 of the school year in which they first meet these eligibility requirements and actually retire in said school year. Unit members hired on or after January 1, 2004 must possess at least twelve (12) years of service in the District (rather than seven (7)), in addition to fulfilling all the other eligibility requirements provided above, in order to be eligible for said retirement leave incentive.

(2) This provision shall be interpreted to conform to established regulations of the New York State Health Insurance Program.

C. (1) For those unit members electing the retirement leave incentive under this Article, and who meet the eligibility criteria specified in Section A, the District shall pay the monies otherwise directly payable to them pursuant to Section A(1) instead to the individual 403(b) Plan account of such eligible retiring member as a non-elective employer contribution.

(2) Unit members may individually elect to have all the monies paid specified in Section A(1) to their designated 403(b) Plan account in a single lump sum, not to exceed the maximum annual contribution permitted, or in two equal payments, one on or before July 1 of the year of retirement, and the other on or before January 15 of the year following the year of retirement.

(3) Unit members shall notify the District in writing of the total elective contributions, if any, made by them to their existing 403(b) Plan account for the plan year no later than 30 days prior to the date contribution is required herein to be made by the District.

(4) The amount of contributions made to the Plan shall be subject to all applicable contribution limits under applicable law; provided, however, that the excess amount, if any, shall be paid to the eligible retiring unit member as compensation subject to all applicable taxes, on or before January 30 of the year following the year of retirement.

(5) If a unit member does not designate a 403(b) Plan account that can receive an employer non-elective 403(b) contribution, the District shall deposit the contribution into a 403(b) Plan account on behalf of the unit member as required by applicable law.

(6) No unit member may receive cash in lieu of or as an alternative to the employer's non-elective contribution(s) described herein.

(7) The Association acknowledges on its own behalf and on behalf of all unit members that the District has made no representations to the Association or to its members as to the position of the Internal Revenue Service regarding the tax-deferred status of these contributions, or as to the position of the New York State Teachers' Retirement System regarding whether these contributions will be included in the unit members' final average salary.

ARTICLE XXI - DURATION

This Agreement shall become effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2011.

ARTICLE XXII - LEGISLATIVE IMPLEMENTATION

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 BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this _____ day of May, 2008.

By: Stephen T. Donohue
Shoreham-Wading River Administrators' Association

5/9/08
Date

By: Michael J. ...
President, Shoreham-Wading River Board of Education

5/13/08
Date

By: [Signature]
Superintendent, Shoreham-Wading River C S.D.

5-12-08
Date

may

**SIDE LETTER AGREEMENT
BETWEEN THE SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT AND
THE SHOREHAM-WADING RIVER ADMINISTRATORS' ASSOCIATION
REGARDING WAIVING SALARY INCREASE ELIGIBILITY REQUIREMENTS FOR
LINDA ANTHONY, WILLIAM BUSHMAN AND KEVIN VANN**

WHEREAS, the Shoreham-Wading River Central School District ("District") and the Shoreham-Wading River Administrators' Association ("SWRAA") are parties to a collective bargaining agreement covering the period July 1, 2004 through June 30, 2007 ("2004-2007 CBA"), which is still in full force and effect as of the date of this side letter agreement, and has been amended pursuant to the parties' Memorandum of Agreement dated December 13, 2007 ("MOA"); and

WHEREAS, the MOA provides that only those administrators employed by the District as members of the SWRAA bargaining unit as of June 30, 2006 shall receive a salary increase for the 2007/2008 school year effective July 1, 2007; and

WHEREAS, the MOA further provides that only those administrators employed by the District as members of the SWRAA bargaining unit as of June 30, 2007 shall receive a salary increase for the 2008/2009 school year effective July 1, 2008; and

WHEREAS, SWRAA unit member Linda Anthony was hired on July 1, 2006, and accordingly she is not currently eligible to receive a salary increase for the 2007/2008 school year; and

WHEREAS, SWRAA unit members William Bushman and Kevin Vann were hired on July 1, 2007 and August 1, 2007 respectively, and accordingly they are not currently eligible to receive salary increases for the 2007/2008 and 2008/2009 school years; and

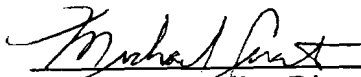
WHEREAS, in view of the prior valuable work experiences possessed by Linda Anthony, William Bushman and Kevin Vann, and the exceptional work performance they have exhibited since the commencement of their respective employments, the District wishes to waive the current salary increase eligibility requirements under the MOA for these individuals making Linda Anthony ineligible to receive a salary increase for the 2007/2008 school year, and William Bushman and Kevin Vann ineligible to receive salary increases for the 2008/2009 school year.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:


1. Linda Anthony shall receive the scheduled salary increase provided for in the MOA for the 2007/2008 school year effective July 1, 2007.
2. William Bushman and Kevin Vann shall each receive the scheduled salary increase provided for in the MOA for the 2008/2009 school year effective July 1, 2008.
3. This side letter agreement shall be of no force or effect unless and until approved by the District Board of Education.

4. This Agreement shall not constitute a policy, practice or precedent of the District and shall not be cited for its existence or its content in any forum or for any reason other than a proceeding to enforce its terms.


The parties acknowledge that this side letter agreement represents the full, final and complete terms and conditions of the parties' agreement regarding waiving salary increase eligibility requirements for Linda Anthony, William Bushman and Kevin Vann, so that this agreement supersedes all prior agreements, written or oral, if any, between the parties. This agreement may not be changed except by written instrument signed by the parties, and subsequently approved by the District Board of Education.


Shoreham-Wading River CSD

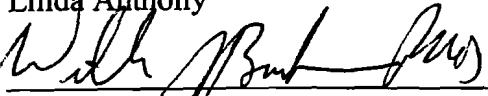
12/18/07
Date


SWRAA

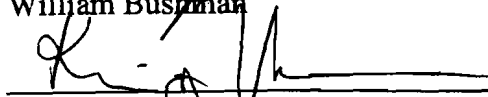
12/19/07
Date


Linda Anthony

12.17.07
Date


William Bushman

12/19/07
Date


Kevin Vann

12/19/07
Date