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AGREEMENT BETWEEN
SAYVILLE UNION FREE SCHOOL DISTRICT
TOWN OF ISLIP
and
SAYVILLE ASSOCIATION OF
SCHOOL ADMINISTRATORS

Effective July 1, 2012 through June 30, 2016

11 People

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AGREEMENT made this ___ of June 2013 and between the SAYVILLE UNION FREE SCHOOL DISTRICT, Town of Islip (hereinafter referred to as the "District") and the SAYVILLE ASSOCIATION OF SCHOOL ADMINISTRATORS (hereinafter called the "Association").

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

NOW, THEREFORE, it is mutually agreed that:

ARTICLE I - PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective harmonious working relationships between the SAYVILLE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the SAYVILLE ASSOCIATION OF SCHOOL ADMINISTRATORS (hereinafter referred to as the "Association") enter into this Agreement.

ARTICLE II - RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining agent for all administrative personnel as listed below:

Building Principals
Assistant Building Principals
Coordinator of Physical Education, Health
& Interscholastic Athletics
Coordinator of Special Education
Coordinator of Instructional Computer Services
Administrator for Special Education and Secondary Dean of Students.

ARTICLE III - PAYROLL DEDUCTIONS

A. The District shall deduct from the salary of each administrator who so authorizes in writing dues as certified by the Association and shall transmit such deductions to the Association.

B. Upon written request to the District, semi-monthly salary deductions will be made for U.S. Savings Bonds and the Teachers Federal Credit Union and for tax sheltered annuities, provided these are in equal installments and on a September to June basis. By submitting the authorization form, the employee waives all rights and claims for the money deducted and relieves the District from any liability therefor.

C. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including attorneys' fees that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

ARTICLE IV - ADMINISTRATOR'S PROTECTION AND BUILDING DISCIPLINE

Any Administrator shall immediately report all cases of alleged assault against an Administrator arising out of and within the scope of his/her employment as school administrators to the Superintendent in writing within forty-eight (48) hours, except as in extenuating circumstances.

ARTICLE V - NEGOTIATING PROCEDURES

A. Negotiations for a successor agreement shall be commenced at the request of either party made on or before January 1st in the final year of this Agreement, or earlier by mutual consent. Meeting dates shall be arranged by mutual consent.

B. The District will make available to the Association information relevant to negotiations when such information is of a public nature and is not personal, confidential or privileged. Advance notice of at least twenty-four (24) hours must be given for all requests for data to be made available at the district office.

C. The District shall provide copies of this Agreement and shall distribute a copy to each member of the Association.

ARTICLE VI - ADMINISTRATIVE RESPONSIBILITIES

No change shall be made in any job description within the unit without prior notice to the person affected. At the request of such person the Association may request a meeting with the Superintendent to discuss, but not negotiate, the changes, which meeting shall be scheduled by the Superintendent.

ARTICLE VII - SCHOOL CALENDAR

The Association shall be consulted on the school calendar prior to adoption.

ARTICLE VIII - LEAVES AND ABSENCES

A. Leaves with Pay

1. Sick Leave. New administrators shall be credited with thirty-six (36) days leave for the first two (2) years and shall be credited with eighteen (18) additional leave days in the third year. Thereafter, the leave as stated in Section 2 below shall apply. Should an administrator leave the District at any time during his/her first three (3) years after using more than fifteen (15) days in the first year, or thirty (30) days over two (2) years or forty-five (45) days over three (3) years accumulated at the rate of 1.5 days per month, he/she will be charged with the excess days and the amount for the excess days shall be deducted at the termination of employment. Notwithstanding the foregoing, any

unit member taking a FMLA paid leave will only be eligible to use leave days actually earned. While on these leaves no unit member shall be able to use any paid leave day that has not yet been actually earned.

2. Each administrator, after the third year, shall be allowed fifteen (15) leave days for each school year which shall be accumulated at the rate of 1.5 days per month from September to June. Of the fifteen (15) annual leave days each administrator shall be entitled to a maximum of three (3) days' absence each school year without loss of salary for personal leave. When requesting leave days, the administrator shall verbally give his/her reason to the Superintendent for said leave. The request form shall be submitted to the Superintendent by the Administrator for approval.

3. The Superintendent shall have the right in his/her discretion to reasonably limit the number of Administrators absent on any given day in the best interest of the school district.

4. An Administrator shall be required to give written notice of his/her intention to take such personal leave at least forty-eight (48) hours in advance of the leave unless an emergency makes such notice impossible.

5. Unused leave days shall be accumulated to two hundred (200) days (administrators who work a ten (10) month work year) or two hundred ten (210) days (administrators who work a ten and one-half (10 ½) month work year) or two hundred twenty (220) days (administrators who work an eleven (11) month work year).

6. Jury Duty: Administrators shall request jury service on non-school days (*i.e.*, vacations, recesses). Administrators who are legally required to serve jury duty shall receive their regular pay. Any payment received from the State or Federal

government for jury service shall be remitted to the District. Mileage allowance may be retained by the Administrator.

7. An administrator will be permitted to use up to an additional 50 leave days for an illness that requires him/her to be non-voluntarily hospitalized as an in-patient or receiving hospice care, under the following conditions:

1. The administrator has been continuously employed in a full time position in the District for a minimum of 20 years.

2. In the year the catastrophic leave is taken, the administrator has accumulated a minimum of 215 leave days,

3. These additional leave days and /or leave may only be taken once during the lifetime of the individuals' employment with the District. These days may only be taken during one school year selected by the administrator

4. The employee must provide adequate documentation to the District establishing the need for the hospitalization or hospice services.

B. Leaves Without Pay

Administrators may be granted short or long term leaves without pay for a period of up to one full year for reasons approved by the Superintendent. This provision shall not be subject to the Grievance Procedure.

C. Military Leave

An employee taking a military leave pursuant to New York Military Law §242, may receive payment of their salary and maintain benefits for 22 work days or 30 calendar days whichever is longer in each calendar year while he/she is on ordered military duty. Should a unit member's ordered military leave extend beyond the first 22 work day period or 30 calendar day period of his current military tour of duty, the District agrees that it will, in addition to the payments set forth above, pay the employee his/her regular salary and maintain benefits up to an additional 22 days less any military base pay he/she may receive for this period. The District

shall be under no obligation to make any additional salary payments unless otherwise required by law.

The District shall make the payments to the employee set forth above within 30 days of the employee's submission of documentation indicating any military base payments received during the applicable period. Documentation must be submitted by the employee within 30 days of the employee's return to the District.

Any employee on military leave who has exhausted the benefits set forth above shall be eligible to use his or her accrued leave days while on military leave.

ARTICLE IX - COMPENSATION - SALARY SCHEDULES

A. Administrators in this unit shall be paid as follows:

Section 1 2012-2013 School Year

- a. There shall be no percentage increase in the salary schedule.
- b. Administrators who received a step increase on January 1, 2012 shall receive a step increase on January 1, 2013. These individuals are not eligible for any off schedule payments.
- c. Administrators who received a step increase on July 1, 2011 shall receive a step increase on July 1, 2012. These individuals are not eligible for any off schedule payments.
- d. Any Administrator not receiving a step increase or longevity increase in this year of the agreement shall receive a one-time off schedule payment of \$1,000. (This shall not apply to new hires).

Section 2 2013-2014 School Year

- a. There shall be no percentage increase in the salary schedule.
- b. Step increase shall continue as in Section 1.
- c. Effective July 1, 2013 a new step 7 shall be added to the salary schedule at \$1,500 above the current top step. The bottom step shall be \$9,000 below the top step of the salary schedule.

Section 3 2014-2015 School Year

- a. There shall be a 1.8% increase to the top step of the in the salary schedule.
- b. The bottom step shall be \$9,000 below the top step of the salary schedule.
- c. Step increase shall continue as in Section 1.

Section 4 2015-2016 School Year

- a. There shall be a 1.8% increase to the top step of the in the salary schedule.
- b. The bottom step shall be \$9,000 below the top step of the salary schedule.
- c. Step increase shall continue as in Section 1.

No administrator may receive more than one step in any 12 month period.

The salary schedules for the four years of this agreement are attached hereto.

B. Doctoral Step Unit members with a doctorate shall receive an additional stipend of \$2,403.

ARTICLE X - INSURANCE BENEFITS

Section 1.

A. Health Insurance includes the Suffolk School Employees Health Plan or H.M.O. Plans now in effect in the Sayville School District. However, the District may exercise its right to revert back to the Empire Plan or another plan that provides substantially similar or better benefits for active employees or retirees than the Suffolk Schools Employees Health Plan as permitted by this collective bargaining agreement. However, the District agrees to maintain the practice of providing individual health insurance contracts to retiring bargaining unit members provided same is not prohibited by the new plan or prohibited by law. Any particular plan's prohibition does not remove the District's obligation to provided health insurance to retirees.

B. During the 2012-2013 school year, the District's share of the cost for health insurance for individuals shall be eighty-five percent (85.0%) percent of the Suffolk School Employees Health Plan (or any other plan implemented) . The District's share of the cost for health insurance for family coverage shall be eighty-five (85.0%) percent of the Suffolk School Employees Health Plan ((or any other plan implemented), but the District shall not pay for family coverage for any unit member who is covered by a similar plan by any other employer, including the District, or carrier. Such individual may opt for individual coverage or decline such coverage under Article XXV, section 4. Any additional sums which may be required for H.M.O. shall be paid by the individual unit member. Insurance coverage for newly appointed part time unit members shall be prorated. A unit member(s) with family or individual coverage shall contribute fifteen percent (15.0%) percent annually toward family or individual health insurance coverage and the District shall pay the balance.

C. The provisions of paragraph B shall continue to apply in subsequent years of the agreement except the contribution rates shall be as follows for individual and family premiums:

Effective July 1, 2014 the District shall contribute eighty-two and one half percent (82.5%) towards the cost for health insurance and the employee shall contribute seventeen and one half percent (17.5%).

Effective July 1, 2015 the District shall contribute eighty-percent (80%) towards the cost for health insurance and the employee shall contribute twenty percent (20%).

D. Retirees will contribute a flat dollar amount equal to the amount they were paying in their final year of employment.

Section 2.

This insurance shall continue upon retirement from the District provided the retired unit member meets the requirements for continuation in the program.

Section 3. Health Insurance Declination.

On each January 1, a unit member may decline either family or individual health insurance coverage. On each anniversary date of this declination, the unit member will receive a bonus equal to one-half ($\frac{1}{2}$) the amount the Board saved as a result of that declination, but in no event shall such bonus exceed Two Thousand Three Hundred (\$2,300.00) Dollars for declining family health and One Thousand (\$1,000.00) Dollars for declining individual health coverage. The unit member may elect to reinstate coverage at any time subject to approval of the carrier, but the unit member shall not then be eligible for the bonus unless the declination is in effect for one (1) year. Notwithstanding the foregoing, a unit member who is hired by the District during the course of the calendar year or leaves the District's employ during the calendar year shall be eligible for pro rata payments for the months that he/she actually declined health insurance benefits during that calendar year. The calendar year shall coincide with the calendar year in the flexible benefits plan.

ARTICLE XI - WORKERS' COMPENSATION

A. Employees injured on the job under an approved Workers' Compensation claim are to be paid full salary during the disability without loss of sick leave, for the time period stated below, as long as Workers' Compensation weekly benefits are in effect and the District shall receive the weekly benefits paid to the employee by the insurance carrier.

B. Salary payments to injured employees covered under Workers' Compensation salary payments shall not continue beyond six (6) months from the date of injury, except that

each specific case shall be evaluated by the Board at said termination date. The Board in its discretion may extend said salary payments beyond said termination date on such terms and conditions as it deems just and proper and shall further periodically review and evaluate each specific case.

ARTICLE XII - PERSONNEL FILE

A. Upon twenty-four (24) hours' notice to the Personnel Office, an Administrator shall be entitled to examine his/her personnel file, or folder in the presence of the Personnel Administrator or his/her representative. He/she shall not have access to confidential material.

B. An administrator shall be notified if any document received from the public has been placed in his/her file. He/she shall have twenty-one (21) calendar days from the date of notice to respond to such document and the response shall be attached to the document in the file.

ARTICLE XIII - VACANCIES

A. The District shall post a notice of any vacancy which occurs in any existing administrative or supervisory positions or which occurs as the result of the creation or modification of a new or existing administrative or supervisory position. A copy of the notice shall be sent to the President of the Association. Such notice shall contain:

1. A description of the position to be filled.
2. Qualifications for the position
3. Appropriate salary range
4. Procedure for application

B. Applications filed by internal candidates who are members of the unit, will be given consideration with any other candidates who may be considered. Whenever it is

determined that an internal candidate does not meet the qualifications and requirements of said position, the applicant shall be advised as soon as possible that he/she is no longer being considered for such position.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" is a claim by a member of the unit or the Association which represents the unit based upon a claimed violation of an express provision of this Agreement, excluding claimed violations of Article IX, B.

2. "Chief Executive Officer" means the Superintendent of Schools.

3. "Grievant" means any party named in a grievance who is an aggrieved party.

4. "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

B. Procedure

Stage 1: Immediate Supervisor - Informal

A member having a grievance will discuss it with his/her immediate supervisor directly with the objective of resolving the matter informally by having the immediate supervisor confer with all the parties in interest. (If the member's immediate supervisor is the Superintendent of Schools, the grievance shall be initiated at Stage 2 hereof.)

Stage 2: Immediate Supervisor- Superintendent Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent of Schools. Within ten (10) days after the written grievance is presented, the Superintendent will schedule and enter into further consultation with the aggrieved

party, render a written decision within ten (10) days following such consultation and present it to the grievant. Either party is permitted to bring in persons having relevant information.

Stage 3: Board of Education

After such hearing, if either the grievant or Association is not satisfied with the decision of the Superintendent rendered at Stage 2, the Association may submit the grievance to the Board of Education, by written notice to the District within fifteen (15) days after the Superintendent shall have given notice of his/her decision to the grievant and the Association.

The Board or its representatives will hear the matter promptly and will issue the decision at the earliest possible date from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to them. The Board's decision will be in writing. The decision of the Board shall be final and binding upon all parties.

C. Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

1. Every grievance will be deemed waived unless the grievance is presented in writing at the second stage within thirty (30) days after the member knew or should have known of the act or condition on which the grievance is based.

2. The time for any party to a grievance who is entitled to appeal any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.

3. Failure at any stage of the grievance procedure to communicate a decision to the grievant within a specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4. In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

ARTICLE XV - EVALUATIONS

In each school year, at least one evaluation conference will be held with each Administrator in the Association by an appropriate supervisor to discuss his/her performance. A written report of this conference signed by both parties shall be placed in the Administrator's personal file.

APPR – Evaluation Appeals for Administrators

1. Within fifteen business days of the receipt of the administrator's annual evaluation, the administrator may request a review by a district panel consisting of two Central Office representatives and two SASA representatives. The panel will have 15 business days to complete the review and make a recommendation to the Superintendent to either modify the Improvement Plan, set aside the rating, uphold the rating, call for a new rating, or recommend a new rating. This recommendation will be in writing to the Superintendent.

2. The administrator's request for review must be in writing and shall articulate in detail the basis of the appeal. Failure to articulate a particular basis for the appeal in the aforesaid appeal writing shall be deemed a waiver of that claim. The evaluated administrator may only challenge the substance, rating, the adherence to the standards and methodologies required for such review, of the annual professional performance review and/or the school district's issuance and/or implementation of the terms of the administrator or principal improvement plan. In any appeal, the administrator shall have the burden of demonstrating a clear legal right to the relief requested and the burden of establishing the facts upon which the Administrator seeks relief.

3. The determination of the Superintendent shall not be grievable, arbitrable, or reviewable in any other forum. However, failure of either party to abide by the above agreed upon process is subject to the grievance procedure.

4. A performance rating of “ineffective” or “developing” is the only rating that may be appealed unless the category becomes tied to compensation. Principals who receive a rating of “highly effective” or “effective” shall not be permitted to appeal. Tenured administrators may submit written rebuttals of an evaluation with these two determinations but may not appeal.

ARTICLE XVI - TAYLOR LAW

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII - UNUSED ACCUMULATED LEAVE

A. An administrator shall receive payments in accordance with paragraph B for each day of accumulated unused leave to a maximum of two hundred (200) days for an administrator who has a ten (10) month work year or two hundred ten (210) days for an administrator who has a ten and one-half (10 ½) month work year and a maximum of two hundred twenty (220) days for an administrator who has an eleven (11)-month work year upon retirement/resignation from the District upon meeting the following conditions:

1. The administrator has twenty (20) years of service or more; and
2. The administrator is vested in the New York State Teachers Retirement System and elects to no longer participate in that system, or retires from the New York State Teachers Retirement System; and
3. The administrator submits an irrevocable notice of retirement/resignation in which he also affirms that the first two conditions stated above are met;
4. The notice of retirement/resignation is received by the District by December 15th of the last school year of service.

5. The retirement/resignation shall coincide with the conclusion of the school year.

B. The amount per diem to persons eligible under paragraph A above shall be \$300.00 per day in the 2012-2013 school year.

The amount per diem to persons eligible under paragraph A above shall be \$305.00 per day in the 2013-2014 school year.

The amount per diem to persons eligible under paragraph A above shall be \$310.00 per day in the 2014-2015 school year.

The amount per diem to persons eligible under paragraph A above shall be \$315.00 per day in the 2015-2016 school year

C. The District shall have the option of paying the unused accumulated sick leave in the then current budget year or at some mutually convenient time in the following school year.

ARTICLE XVIII - "WORK YEAR"

A. 1. The following administrator shall have a work year of September 1 through June 30: Secondary Dean of Students.

2. The following administrators shall have a work year of September 1 through June 30 plus ten (10) additional workdays during July and/or August: Elementary Principals, and one (1) Secondary School Assistant Principal.

3. The following Administrators shall have a work year of September 1 through June 30 plus 20 additional workdays during July and/or August: High School Principal, Middle School Principal, Secondary School Assistant Principals, Coordinator of Instructional Computer Services, Administrator for Special Education, Coordinator of Physical Education, Health and Interscholastic Athletics, Coordinator of Special Education,.

4. Workdays during July and/or August will be assigned at the discretion of the District. The Superintendent of Schools or his designee will identify the summer workdays before June 15th.

B. At the direction of the Superintendent unit members can be assigned to work over the summer vacation period. Ten month administrators shall be paid 1/200 for each day worked; 10 ½ month administrators shall be paid 1/210 for each day worked; and 11 month administrators shall be paid 1/220 for each day worked.

C. Effective July 1, 2012 unit members who work a night/weekend activity that requires two or more chaperone/security (exclusive of administrative personnel) shall receive a total of \$117.26.00 per event up to the first 20 evenings/weekend events per member per school year. (Attendance after 20 events shall not be paid).

Effective July 1, 2013 unit members who work a night/weekend activity that requires two or more chaperone/security (exclusive of administrative personnel) shall receive a total of \$117.26 per event up to the first 25 evenings/weekend events per member per school year. (Attendance after 25 events shall not be paid). Effective July 1, 2014 the rate shall be changed to \$119.37 per event. Effective July 1, 2015 the rate shall be changed to \$121.52 per event.

The compensation set forth in paragraph D. shall not be applicable to these events.

D. Unit members who work an overnight event such as the Boston trip or Frost Valley trip shall be paid a total of \$180.00 per night. Effective July 1, 2014 the rate shall be increased to \$183.24 per night. . Effective July 1, 2015 the rate shall be increased to \$186.54 per night. The compensation set forth in paragraph C. shall not be applicable to these events.

ARTICLE XIX - PROFESSIONAL DEVELOPMENT

A. The Association and the District recognize the responsibility for the personal development of each administrator. This development should include attendance at conferences on the local, state and national level and workshops sponsored and/or approved by the District.

In addition, proposals for remunerative special research projects as identified by the individual administrator or the Superintendent of Schools may be presented to a committee consisting of the Superintendent of Schools or his/her designee, and the President of the Sayville Association of School Administrators, or his/her designee, for evaluation. If the committee cannot agree on recommending specific projects to the Superintendent, the decision of the Superintendent of Schools shall be final. The Superintendent of Schools will present such research projects to the Board of Education for approval. When the Board of Education approves a project, it shall budget the necessary funds for the project.

B. The administrators recognize their responsibility for professional development and to attend conferences and workshops sponsored by the District for that purpose.

ARTICLE XX – RETIREMENT

1. It is agreed that the District shall adopt an eligible deferred compensation plan as described under Internal Revenue Code Section 457(b).

2. The parties agree that the purpose of this agreement is to lawfully maximize the tax sheltering benefits of members of the Association who are retiring in calendar year 2002 and thereafter.

3. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

4. Separation Incentive- All payments due under Article XV of the collective bargaining agreement between the School District and the Association shall be made as an Employer Non-elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this Agreement and Article XV of the CBA. The Employer Non-Elective Contribution in the calendar year of retirement shall

be made within 30 days immediately following the members' effective date of separation from the district.

5. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be contributed to the Employee's 403(b) by January 15th of the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and by January 15th of each subsequent year for up to five (5) years after

¹ Explanation for TRS Categories: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

the year of the Employee's employment severance, or until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

6. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the NYSUT endorsed 403(b) program.

7. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

8. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

9. This agreement shall remain in full force and effect for the duration of the 2002 calendar year and shall remain in effect thereafter unless either party serves written notice upon the other that it wishes to terminate that agreement. The parties agree that they will continually meet both before and after the expiration of the agreement to consider additional tax sheltering plans for future retirees and seek to implement additional programs when further clarification on the legality of such programs is obtained.

10. The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) regarding the tax-deferred status of these contributions or as to the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the member's final average salary (FAS).

11. The District and the Association will continue to research the possible implementation of a Roth 403(b) NYSUT endorsed plan, and other Providers that may offer Roth 403(b) plans.

12. Effective July 1, 2012 any unit member opening a new account outside of the Preferred Provider Program shall be responsible for any and all administrative fees associated with that particular account. (Current employees with existing accounts shall not be charged for the existing account).

ARTICLE XXI - DURATION

The term of this Agreement shall be from July 1, 2012 through June 30, 2016.

SAYVILLE UNION FREE SCHOOL
DISTRICT, TOWN OF ISLIP

SAYVILLE ASSOCIATION OF SCHOOL
ADMINISTRATORS

By: _____
Dr. Walter F. Schartner
Superintendent of Schools

By: _____
John Stimmel
Co-President

By: _____
Ronald Hoffer
Co-President

APPENDIX A SALARY RANGES

Salary Placement

The District shall have the right to unilaterally establish the salary of an employee newly hired to an administrative position. In the event the District exercises this option, such an administrator shall receive annual step adjustments of a minimum of \$1500 each for a maximum of five (5) years or until such administrator's salary reaches the maximum salary for that position under the existing salary schedule, whichever occurs first.

Longevity

- A. Administrators shall be eligible for longevity payments as follows:
- B. Step 1 - Commencing with the fourth (4th) year of service as an administrator in Sayville.
- C. Step 2 - Commencing with the sixth (6th) year of service as an administrator in Sayville, on condition the administrator has a minimum of twelve (12) years of experience in education.
- D. Step 3 - Commencing with the eighth (8th) year of service as an administrator in Sayville, on condition the administrator has a minimum fourteen (14) years of experience in education.
- E. Step 4 - Commencing with the eleventh (11th) year of service as an administrator in Sayville on condition the administrator has a minimum of seventeen (17) years of experience in education.
- F. Step 5 - - Commencing with the eleventh (13th) year of service as an administrator in Sayville on condition the administrator has a minimum nineteen (19) years of experience in education. (Effective 2013-2014 school year)
- G. Step 6 - Commencing with the sixteenth (16) year of service as an administrator in Sayville on condition the administrator has a minimum of twenty-two (22) years of experience in education.
- H. Step 7 - - Commencing with the eighteenth (18th) year of service as an administrator in Sayville on condition the administrator has a minimum of twenty-four (24) years of experience in education. (Effective 2013-2014 school year).

In the second year of the agreement (2013-2014), two new longevity steps will be added at 13 years and 18 years. The 13th year longevity pay shall be \$1,500 above the 11th year longevity pay. The 18th year longevity pay shall be \$2,000 above the 16th year longevity pay.

In 2014-2015, \$500 shall be added to Step 1, \$750 to Step 2, \$1,000 to Step 3, \$1,250 to Step 4, \$1,500 to Step 5, \$1,750 to Step 6 and \$2,000 to Step 7.

In 2015-2016, \$500 shall be added to Step 1, \$750 to Step 2, \$1,000 to Step 3, \$1,250 to Step 4, \$1,500 to Step 5, \$1,750 to Step 6 and \$2,000 to Step 7.

The longevity schedule shall be as follows:

Step	Longevity Commencing:	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
1	4 th Year	15,542	15,542	16,042	16,542
2	6 th Year	19,172	19,172	19,922	20,672
3	8 th Year	21,166	21,166	22,166	23,166
4	11 th Year	23,211	23,211	24,461	25,711
5	13 th year	23,211	24,711	26,211	27,711
6	16 th Year	26,278	26,278	28,028	29,778
7	18 th year	26,278	28,278	30,278	32,278

Longevity payments shall commence July 1 of each year of this agreement.

**SAYVILLE PUBLIC SCHOOLS
ADMINISTRATIVE SALARY TABLES
APPENDIX A**

	Effective 7/1/12		Effective 7/1/13		Effective 7/1/14		Effective 7/1/15	
	less:	%incr:	less:	%incr:	less:	%incr:	less:	%incr:
	7500	1.00	9000	1.00	9000	1.018	9000	1.018
	<u>2012-2013</u>		<u>2013-2014</u>		<u>2014-2015</u>		<u>2015-2016</u>	
	<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>
High School Principal (11 month)	155,151	162,651	155,151	164,151	158,106	167,106	161,114	170,114
Middle School Principal (11 month)	150,186	157,686	150,186	159,186	153,051	162,051	155,968	164,968
Elementary Principal (10 1/2 month)	141,917	149,417	141,917	150,917	144,633	153,633	147,399	156,399
Asst. High School Principal; (11 month)	136,952	144,452	136,952	145,952	139,580	148,580	142,254	151,254
Coor. Inst. Comp. Services(11 month)	136,952	144,452	136,952	145,952	139,580	148,580	142,254	151,254
Coord of Special Education (11 month)	136,952	144,452	136,952	145,952	139,580	148,580	142,254	151,254
Coord of Physical Education, Health & Interscholastic Athletics (11 month)	136,952	144,452	136,952	145,952	139,580	148,580	142,254	151,254
10 Month Administrative Position	133,642	141,142	133,642	142,642	136,210	145,210	138,823	147,823
Secondary School - Asst. Principal (10 1/2)	130,332	137,832	130,332	139,332	132,840	141,840	135,393	144,393
Asst. Middle School Principal (11 month)	132,521	140,021	132,521	141,521	135,069	144,069	137,662	146,662
Admin. For Special Education (11 month)	112,266	119,766	112,266	121,266	114,449	123,449	116,671	125,671
Secondary Dean of Students - (10 month)	110,936	118,436	110,936	119,936	113,094	122,094	115,292	124,292

NOTE: **2013-14:** % APPLIED TO TOP STEP AND REDUCED BY 1,500 INCREMENTS TO CREATE 7 STEP SALARY RANGE

Longevity rates increase:

Begin year:	<u>2012-13</u>	1.00	<u>2013-14</u>	1.00	<u>2014-15</u>	Incr.	<u>2015-16</u>	Incr.
4th	15,542		15,542		16,042	500	16,542	500
6th	19,172		19,172		19,922	750	20,672	750
8th	21,166		21,166		22,166	1,000	23,166	1,000
11th	23,211		23,211		24,461	1,250	25,711	1,250
13th	23,211		24,711		26,211	1,500	27,711	1,500
16th	26,278		26,278		28,028	1,750	29,778	1,750
18th	26,278		28,278		30,278	2,000	32,278	2,000
Doctoral Step:	2,403		2,403		2,439		2,476	
Unused sick time rate:	300		305		310		315	

Longevity payments shall commence July 1 of each year of this agreement.