

NORTH BABYLON UNION FREE
SCHOOL DISTRICT

North Babylon, New York

AGREEMENT BETWEEN THE

NORTH BABYLON BOARD OF EDUCATION

and the

NORTH BABYLON
ADMINISTRATORS' ASSOCIATION

July 1, 2017 – June 30, 2021

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AGREEMENT made this 1st day of July, 2017, by and between the BOARD OF EDUCATION OF THE NORTH BABYLON UNION FREE SCHOOL DISTRICT, TOWN OF BABYLON, NEW YORK (hereinafter called the "Board"), and NORTH BABYLON ADMINISTRATORS ASSOCIATION (hereinafter called the "Association").

WITNESSETH:

WHEREAS, Article 14 of the Civil Service Law of the State of New York has provided the basis for collective negotiations between public employers and organizations representing their employees; and

WHEREAS, both the Board and the Association are desirous of implementing the said Civil Service Law, complying therewith and making such agreements between them as will continue the harmonious relationship which has heretofore existed between the Board and the Association;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, it is mutually agreed between the parties as follows:

ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive negotiating representative of the following administrators: elementary and secondary principals, secondary assistant principals, Assistant to the District Administrator for Special Education Services and all directors. Such recognition shall be effective July 1, 2017 and shall continue in force and effect to and including June 30, 2021.

ARTICLE II – PROFESSIONAL DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of administrators covered by this agreement membership dues for the Association and for such other professional associations, provided that such deductions have been authorized in writing by the members thereof.
- B. The Association shall advise the Board in writing as to the amount of such membership dues and the sums to be deducted from the regular paychecks of the administrators who have authorized the deductions. The Board shall remit to the Association within ten (10) days following such deduction the aggregate sum thereof, and shall make available to the Association such payroll records as will enable the Association to determine the persons for whom the deduction has been made and the amount deducted for each person.
- C. The aforesaid deduction authorizations shall be irrevocable during the term of this agreement and shall continue in force and effect for each successive year thereafter, unless the administrator notified both the Board and the Association in writing by registered mail during the period from September 1st through September 10th that he or she desires that the Board discontinue the payroll deduction.

- D. Agency Fee: The Board shall deduct an Agency Fee from the salary of any administrators covered by the Agreement who are not members of the NBAA upon
- E. presentation by the NBAA of a list of nonmembers. The Board agrees to the Agency Fee deduction provision as authorized by law.

ARTICLE III – ABSENCE POLICY

- A. Personal Illness (Non-Tenure) – All administrators employed for the first time and, prior to appointment to tenure, will be allowed thirteen (13) school days each year for personal illness, cumulative to 39 days. A beginning administrator will be credited with 12, if he is hired on a ten-month basis, or 13, if he is hired on an eleven-month basis, the first day of school and those who begin employment during the year will be credited with one (1) day per month for the number of remaining months in their assigned school year plus one (1) day. A personal physician's certificate may be required after five (5) days of consecutive absence from duty due to illness. This personal physician's certificate will be at the examinee's expense. A certificate from a school district physician may be required in certain instances at the district expense. The procedure described has been established in order to secure the good health of administrators and to provide health protection for others.
- B. Personal Illness (Tenure) – Unlimited sick leave will be granted to all administrators who have received tenure or have been employed by the district for a period of three years, uninterrupted by a resignation in such a way as to be of mutual benefit to all, the following provisions will apply:
 1. Doctor's Certificate Required – A personal physician's certificate may be required, in the Superintendent's unreviewable discretion, after five (5) days of consecutive absence from duty due to illness. This personal physician's certificate will be at the administrator's expense. A school district physician may be required in certain instances at district expense. The above procedure has been established in order to secure the good health of the administrators and to provide health protection for others.
 2. Prolonged Illness (one month or more) – In the case of prolonged illness of one calendar month or more, the Board may require an examination by a school physician. If such an illness continues beyond a calendar month, the Superintendent may review the case at each regular monthly meeting of the Board.
 3. Prolonged Illness (three months or more) – A complete review of each case will be made after three (3) calendar months of prolonged illness.
 4. Request for Leave Due to Illness – Personal leave due to illness may be granted by the Board upon the recommendation of the Superintendent. Application shall be made well in advance of the requested date and accompanied by whatever evidence may be needed to evaluate the request.

C. Illness in the Family

1. Absence due to illness in the family will be limited to five (5) days each year and shall be deducted from the accumulated sick leave entitlement.
2. "Family" will be defined as spouse, children, father, mother, brothers, sisters, grandchildren, paternal and maternal grandparents, father-in-law, mother-in-law, and other relatives not included in the group, but who are living in the immediate household.

D. Death in the Family

1. Absence due to the death of the administrator's spouse, children, parents, or parents-in-law is not to exceed five (5) days and shall not be charged against his/her accumulated sick leave entitlement.
2. Absence due to the death of the administrator's other relatives living in the same household as the administrator are not to exceed five (5) days and shall be deducted from his/her accumulated sick leave entitlement.
3. Absence due to death of the administrator's brother, sister, grandchildren, and grandparents are not to exceed three (3) days and shall be deducted from his/her accumulated sick leave entitlement.

E. Personal Business

Each administrator shall be allowed two (2) days "Personal Business" leave. Whenever possible under the circumstances, at least five (5) days' notice on the use of said leave shall be given to the immediate supervisor. Under circumstances that prevent the giving of advance notice, the administrator is required to follow the procedure established for reporting "sick," except that the general nature of the personal business shall be given as the reason for the absence.

"Personal Business" is defined as such personal matters which cannot be attended to at any other time and shall not include gainful employment, the seeking of gainful employment or any activity that may be deemed to be amusement or entertainment. However, "personal business" shall include the seeking of gainful employment where the administrator has received administrative notice of intent to terminate the administrator's employment.

"Personal Business" is not to be used as an extension of absences already provided for in other sections of this contract. However, an administrator will be permitted to request "personal business" days immediately following another absence, provided the "personal business" absence is not used as an extension of that particular absence.

Any leave for "personal business" shall be deducted from accumulated sick leave entitlement.

An administrator who is absent for "personal business" shall be required to file with the office of the Superintendent.

F. Court Appearance (Jury Duty)

If an administrator must serve as a juror, the daily remuneration for such service will be given to the Business Office, less mileage costs, and the administrator will receive full salary while on jury duty.

All administrators are urged to notify immediately their immediate superior when they receive a notice to serve for jury duty, in order to review the matter with him and make whatever plans are necessary well in advance. If the Central Office is advised in advance of your call to jury duty, we will request permission for you to be excused in accordance with the policy made by the Suffolk County School Executives and the Commissioner of Jurors. This policy permits all professional personnel to be excused from jury duty the first and last months of the school year and the last month of the first semester of the school year, September, January and June.

When an administrator returns from jury duty, he should advise his immediate superior of the number of days he has been absent for this reason. This will enable the administrator to report this information to the Business Office so that he/she may expect remuneration for the proper number of days. If an administrator is subpoenaed to appear in court for any reason, the time lost will not be deducted from his accumulated sick leave days.

G. New Hires (after June 30, 1988)

Those hired after June 30, 1988, unless eligible for unlimited sick leave as determined by previous continued employment in the district (pursuant to Article IIIB, above), shall receive thirteen (13) sick days per year cumulative. In the case of extended illness for a new hire hired after June 30, 1988, after receiving tenure, the district will establish a bank of sick days @ 180 days per individual. Should such an employee suffer extended illness he/she shall be required to use all of his/her unused accumulated sick time before access to the 180 day bank. After the use of said days then the employee may make application to the Board for additional days all of which is subject to Board of Education approval.

Should said employee be granted any additional days beyond those accumulated then on return he/she must restore those days to the district before he/she may earn any new accumulations.

- H. Those hired after July 1, 1994 shall receive thirteen (13) sick days per year cumulative. In the case of extended illness for a new hire hired after July 1, 1994, after receiving tenure, the district will establish a bank of sick days at 75 days per individual. Should such an employee suffer extended illness he/she shall be required to use all of his/her unused accumulated sick time before access to the 75 day bank. Where an administrator is determined to have a qualifying event, the district shall pay that administrator's full salary, up to a maximum of twenty-two (22) work days per qualifying event, upon exhaustion of the above accumulated sick leave and sick day bank. After the use of said days then the employee may make application to the Board for additional days all of which is subject to Board of Education approval.

Should said employee be granted any additional days beyond those accumulated then on return he/she must restore those days to the district before he/she may earn any new accumulations.

- I. Administrators hired after June 30, 1988, who have accumulated at least 42 days, are eligible to redeem accumulated sick leave annually on June 30th, at the rate of 1 for 2 days. The maximum pay out under this provision shall be six (6) days pay. In lieu of cash payment, the annual payment described in this section shall be made as an Employer's Non-Elective Contribution to the employee's 403(b) account, to the extent authorized by law.
- J. Administrators who wish to take advantage of the death benefit must file a Designation of Death Benefit Beneficiary Form (see Appendix D) with the Superintendent of Schools and Business Office. The failure to properly complete and file a Designation of Death Benefit Beneficiary Form will result in waiver of the aforementioned death benefit.
- K. Use of Days under this Article

Unit members shall be required to provide reasonable notice to the Superintendent of Schools, or his/her designee, prior to the use of any sick day. Reasonable notice shall depend on, *inter alia*, the extent of the illness, when the Unit member became aware of the illness, and other relevant factors. Failure to give reasonable notice shall prevent the Unit member from utilizing the sick day(s).

For all other days provided under this Article, Unit members shall provide notice to the Superintendent of Schools, or his/her designee, on a form mutually agreed upon by the parties. Unless a longer notice period is provided for under this Article, the form is required to be received by the Superintendent, or his/her designee, at least 5 days prior to the use of the requested day. The use of such days is subject to the review and approval of the Superintendent or his/her designee. After consultation with the Association, the form may be amended by the Superintendent so long as such changes do not conflict with any express terms of the Agreement.

ARTICLE IV – LEAVES OF ABSENCE

A. General Leaves

1. Any member of the staff who wishes a leave of absence for study, without salary, may apply for such a leave if he/she submits an approved program of study and/or research for an advanced degree, to the Superintendent of Schools for his recommendation to the Board of Education. There will be no restriction as to the number of such leaves approved.
2. The Board of Education, upon the recommendation of the Superintendent, may grant leaves for rest or health reasons without pay.
3. After ten (10) years of service at North Babylon, the Board of Education, upon the recommendation of the Superintendent may grant other leaves without pay for travel and employment deemed beneficial to the District. Educational travel shall mean travel connected with an approved program of educational work. Such travel shall be in conjunction with the proposed program and shall not be the primary purpose of the leave. Administrators securing such leaves will not be eligible to advance to another salary step.

4. Terminal Leave:

Each member of the professional administrative staff shall accumulate sick days at the rate of twelve (12) or thirteen (13) (depending on whether he/she is hired

on a ten-month or eleven-month basis) days for each school year of perfect attendance, in accordance with the said employee's regular work schedule, and any days of absence, not excused under the terms hereof, shall be deducted from the accumulated days.

- a. Any member hired by the District prior to June 30, 1988, who is eligible, in accordance with the established policies of the New York State Retirement System, and who submits a written request for retirement to the Board of Education by March 1st may apply for the following retirement payment which is related to and determined by the number of sick days that the Administrator has accumulated during service at North Babylon:

If a member of the staff, upon retirement, has accumulated a minimum of seventy-five (75) sick days, he/she will be eligible for a lump sum payment of 90% of one-half of his or her current salary, upon retirement.

If a member of the staff, upon retirement, has accumulated a minimum of one hundred fifty (150) days accumulated, he/she may apply for a lump sum payment of 90% of one full year of his/her current salary, upon retirement.

The two payments described above are restricted to only two periods of time (a half year and a full year). Any pre-June 30, 1988 hire who has accumulated less than seventy-five (75) sick days will not be eligible for any type of sick leave pay out upon retirement. Any pre-June 30, 1988 hire who has accumulated more than one hundred fifty (150) sick days will be eligible for not more than 90% of (1) year of pay.

A retiring unit member must be age 55 to be eligible for the 90% retirement payment, or, having reached age 54, said retiree must pay full health and dental insurance premiums at the group rate, until age 55.

It is also understood that notice of intention to retire shall be given to the Board of Education by March 1st. Any member eligible for the 90% retirement payment, but who is excessed due to the abolition of his/her position AFTER the March 1 cut-off date, and prior to June 30th, shall be deemed eligible for the payment if she/he then elects to retire.

- b. Employees hired after June 30, 1988, who are not eligible for the 90% Retirement Payment, shall at retirement be paid for unused accumulated sick days at 1 for 2 to a maximum of 220 accumulated days.
- c. In lieu of cash payment, all employees shall receive the payments described in Paragraphs a. and b. above as an Employer's Non-Elective Contribution to the employee's 403(b) account, to the extent authorized by law.

5. 403(b) Plan:

- a. **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 Internal Revenue Code, ("Code"), as adjusted for cost of living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limit shall be based on the employees' 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 employees after the fifth taxable year following the taxable year in which such employees terminated employment.

In the event that the calculation of the Employer Non-elective Contribution exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- (1) For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, 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

For 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.

- (2) 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 in the calendar year of retirement, such excess shall be reallocated to the Employee by January 15th of the following year as an Employer Non-elective Contribution and by January 15th of each subsequent year for up to five (5) years after the year of the Employee's 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*.

Nothing set forth in this paragraph 2 shall constitute a representation by the District to the effect that the New York State Teachers' Retirement System and/or the Employees Retirement System shall deem the aforesaid contribution as eligible to be included in the calculation of final average salary for retirement purpose

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier 1 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.

- b. **403(b) Accounts** Upon receipt from the Employer of information detailing the amount of each eligible employee's includible compensation and each eligible employee's 403(b) elective contribution, OMNI, or the District's current 403(b) Third Party Administrator, will provide the calculation of the amount of the Employer Non-elective contribution for each such employee in order that the Contribution Limits under Section 415(c) of the Code are not exceeded.
- c. The District makes no representation that the contributions referred to herein are in accordance with Federal or State law or the rules and regulations of the Internal Revenue Service. As a condition precedent to any contribution of the funds referred to in this agreement, the 403(b) Third Party Administrator must submit an executed hold harmless agreement indemnifying the District against liability for any and all claims.
- d. This 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 close as possible, to the original intent of the parties.

This shall further be subject to the approval of the 403(b) Third Part Administrator, which shall review it solely as a matter of form and as the Administrator responsible for meeting the requirements of Section 403(b) of the *Internal Revenue Code*.

- e. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Third Party Administrator. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

B. Marriage Leaves:

Request for permission to be absent, when school is in session, for the purpose of marriage will not be granted. The professional duty of fulfilling obligations to our students when school is in session requires that marriage plans be arranged during the vacation time.

C. Parental Leave:

1. Child rearing Leave: A leave of absence without pay shall be granted to an administrator for the purpose of child rearing. An administrator may request such a leave for children under five (5) years of age. For the first birth, such a leave shall be no longer than four (4) full consecutive semesters subsequent to the semester in which the leave commences. For subsequent births, leaves end two (2) full semesters subsequent to semester in which leave commences.
2. Selective Service and Reserve Military Duty: Sufficient time necessary for the purpose of Selective Service physical examination shall be granted with full pay not chargeable against the administrator's accumulated sick leave. Administrators shall be permitted four (4) weeks of full pay without deduction from his accumulated sick leave for Reserve Duty in the Armed Forces should the administrator be required to so serve.

D. Organization Representative Leave:

A one year leave shall be granted upon request to the Board of Education to a member of the Association for organizational activities without pay. The member will be on leave without loss of tenure, regular increment, accumulated sick leave and any rights or benefits to which he or she may be entitled.

E. Other Leaves of Absence:

The Board of Education, upon recommendation of the Superintendent of Schools and under exceptional circumstances, may or may not approve requests for absences or leaves without pay, for reasons other than those set forth elsewhere in this contract or for absences in excess of the leave provisions of this contract. A leave of absence without pay may be granted to an administrator who has received administrative notice of intent to terminate the administrator's employment in the event the administrator has exhausted his entitlement to personal business leave.

F. Notice of Leave Request:

Requests for leaves under paragraphs D or E shall be made to the Superintendent of Schools at least sixty (60) days in advance of the leave's commencement. Such leaves may not be terminated sooner than the end of the semester in which the leave begins. Notice of intent to return from leave shall be given to the Superintendent as soon as possible but not later than sixty (60) days prior to return.

An administrator on unpaid leave shall advance on the salary schedule upon return to active duty provided that at least five (5) months or one (1) semester were served prior to the commencement of the leave.

ARTICLE V – CARE AND USE OF BUILDINGS

All meetings held in a school must be cleared with or on notice to the principal of the building prior to such use.

ARTICLE VI – SCHOOL CALENDAR

The proposed school calendar shall be submitted to the Association prior to its adoption for review and recommendations. The Association shall have the right to make recommendations or suggestions if it deems the same advisable.

Employees shall be required to wear a district supplied photo ID badge during all work hours, and not during non-work hours.

ARTICLE VII – INSURANCE

A. Health Insurance and Dental

The parties agree that health insurance coverage shall be changed to the Empire Plan Core Plan Plus Medical and Psychiatric Enhancements/HIP Health Insurance.

Effective July 1, 2007, contributions for those administrators with less than four years of service in the District shall be 20% of the individual or family premium. Upon the completion of four years of service in the District, the administrator's contribution rate shall equal the rate paid by the administrators with greater than four years of service.

Effective July 1, 2010, contributions by employees with greater than four years of service shall be 18% of the individual or family premium. Effective July 1, 2011, contributions by employees with greater than four years of service shall be 20% of the individual or family premium.

Unit members will be covered by the existing self-insured dental and vision plan. The parties agree to switch dental and/or vision plans to another dental plan or vision plan with comparable benefits.

The Board will contribute toward the cost of insurance for administrators on leave of absence at the same percentage as it contributes for active employees. Contribution rates for health, vision and dental insurance for retirees shall be at the same rate as in their last year of active service in the District.

The District shall permit active unit members to participate in the District's Flex 125 Plan.

B. Life Insurance

The Board shall provide for non-contributory life insurance for each member of the Association in an amount equal to two and one-half (2 ½) times the individual's annual salary to the next highest \$500 with a maximum of \$300,000.

The Board agrees to allow the NBAA to continue the insurance package into retirement at the member's expense.

This insurance program shall continue for all administrators on any type of leave of absence.

C. Tax Sheltered Annuity

The Board has approved a payroll deduction for a tax sheltered annuity, of their choice, for all administrators as herein defined.

D. The parties agree to reopen negotiations on the subject of health and/or dental insurance in the event that New York State or Federal Legislation becomes effective during the term of this agreement and significantly affects the rights or obligations of either party.

E. Effective July 1, 1994, employees eligible to participate in the District's Health and Dental plans may elect to receive \$550, for declining the year's Health Insurance coverage and/or \$150 for declining the year's Dental Insurance coverage, upon timely notification to the District. Effective July 1, 1994, all active employees who participate in the North Babylon Health Plan and who have filed no claims under the plan either on behalf of themselves or their family members, for one full calendar year, shall receive a \$100 check, irrespective of whether the unit member has individual or family health coverage.

The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP").

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2014.

In the event the policy memo is ultimately declared to be in violation of the collective bargaining rights of employees, in the above-referenced litigation or other litigation, or the policy memo is otherwise repealed, employees who elected not to participate in the District's health insurance plan (other than through the plan of a spouse) shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB, or the effective date of repeal by NYSHIP. In the event the rule set forth in the NYSHIP Memorandum Number 122r3 is ultimately upheld, this provision shall be deemed amended so as to be consistent with said rule. Unit members remain eligible for the buy back if covered by insurance provided by other than North Babylon Union Free School District and from a carrier other than that provided by NYSHIP.

ARTICLE VIII – PHYSICAL EXAMINATIONS

Before commencement of employment in the district and prior to the granting of tenure, each member of the administrative staff shall be required to submit a report of complete and satisfactory physical examination. If the administrator chooses to be examined by the school doctor, the examination shall be performed in the office of the school doctor, at the expense of the Board. In the event the examination is to be conducted by the administrator’s private physician, the expense thereof shall be borne by the administrator. The report of the physician shall be made upon the North Babylon Physical Examination Form which shall be furnished by the District. In the event an administrator chooses to be examined by the school doctor, a special form must be obtained to authorize the said doctor to make the examination.

The Board reserves the right to request an administrator to submit to a physical examination by a physician designed by the Board, at the expense of the Board, at any time that there is reasonable doubt that the administrator is medically able to perform his administrative responsibilities.

Upon commencement of employment and upon the granting of tenure, each administrator shall be required to have a chest x-ray. (Administrators have the option of taking the “Tine Test” in lieu of the chest x-ray.) Every effort shall be made to have the Suffolk County Mobile X-Ray unit perform the “re-tenure” x-ray examination and if such service cannot be arranged, the cost, therefore, shall be borne by the administrator.

Hearing and sight examinations except for the pre-employment hearing and sight examination, shall be conducted by the school nurse for each administrator. Such examination shall be required every third year after the commencement of employment, either by the school nurse or the administrator’s private physician.

Any defects which are noted by a physician during his examination of an administrator, either in pre-employment examination or other examinations required by this article, shall be reported to the Office of the Superintendent by the physician.

ARTICLE IX – OBSERVATIONS AND EVALUATIONS

Unit members shall perform observations and evaluations consistent with the District’s approved APPR plan and professional duties of their positions.

ARTICLE X – OBSERVATION AND EVALUATION OF PROBATIONARY TEACHERS

[Omitted]

ARTICLE XI – PROFESSIONAL CONFERENCE

Provision is made in the school budget for administrators to attend conferences. Requests to attend conferences should be made to the Superintendent, through his designee. A form has been provided for this purpose and all such requests should be made, whenever possible, at least one (1) month in advance of said conference.

ARTICLE XII – SUMMER, AFTER SCHOOL AND EVENING POSITIONS

All openings for Summer School or summer positions, and evening school positions, including Adult Education, special projects and for positions under Federally Aided programs will be adequately publicized in each school building. Under normal circumstances every effort will be made to notify administrators of each opening at least five (5) days in advance of ultimate commencement of the position and those selected will be notified of their appointment within five (5) working days after approval by the Board.

North Babylon staff members will have the opportunity for first consideration for each position. Among the qualifications for filling such positions, serious consideration will be given to the administrator's area of teaching; major and/or minor field of study, prior evaluations, experience, training, supervisory recommendations and length of service in the district.

The compensation for certain positions are set forth in the Schedule of Teacher's Contract. The salaries for any position created or established by the Board, which affect personnel covered by this contract, that are not included in the Schedule and for which salary has not been negotiated between the parties, shall be subject to negotiations for the subsequent year's contract.

ARTICLE XIII – CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

Those administrators appointed to the co- and extra-curricular positions set forth in Schedule of Teacher's Contract shall receive, in addition to their regular salary, such extra compensation as set forth therein.

ARTICLE XIV – RECORD OF ABSENCES

Each building principal shall make provision for keeping a daily, accurate and up-to-date record of absences and attendance for himself/herself, his/her assistants and his/her staff. This record will be forwarded to the Central Office at the end of each school year or on request by the Superintendent or his/her designee.

ARTICLE XV – PROFESSIONAL RECORDS, PERSONNEL FILES AND EVALUATIONS OF ADMINISTRATORS

- A. Administrator personnel files shall be maintained in only two locations, to wit: the District Personnel Office and the main office at the Administrator's school building.
- B. Before new material is placed in the said files, the administrator shall be given a copy of said material and the opportunity to review it. All such materials will be kept in the Superintendent's Office for five (5) days before filing in the administrator's folder. The administrator shall have the opportunity to comment on and sign said material, said signature shall indicate only that he has examined said material. The only exception to the foregoing shall be confidential employment references and college transcripts used to evaluate the administrator for initial employment.
- C. The administrator shall have the right to answer any material filed.
- D. Upon reasonable request by the administrator, he shall be permitted to examine his file with a designated administrator.

- E. The administrator shall be permitted to reproduce non-confidential material in his file. Upon the request of the administrator a maximum of four (4) xerox sheets of such materials will be furnished to the individual by the Board at no cost. Any additional sheets will be provided at the rate of twenty-five (25) cents per copy.
- F. The administrator shall have the right to have a representative of his choice present when he is reviewing his file.
- G. Materials placed in an administrator's file prior to the date of this contract which were not submitted to the administrator for his review, comment and signature, other than references or transcripts shall be removed from the folder, at the time the administrator reviews his folder with a designated administrator.
- H. The Association will be consulted on the development and use of evaluation forms for Administrators.
- I. Arrest Notification: Employees shall be required to immediately notify the Superintendent, in writing, of their arrest.

ARTICLE XVI – RESIGNATIONS

Resignations shall be in writing addressed to the President of the Board of Education, District Central Office, 5 Jardine Place, North Babylon, New York 11703, with a copy of the said written resignation to the Superintendent and the building principal.

ARTICLE XVII – ACCESS TO BOARD MINUTES

Administrators shall have access to all Board Minutes and all documents available to the taxpayers of the District.

ARTICLE XVIII – PROTECTION OF ADMINISTRATORS

- A. Assistance in Legal Cases – All administrators shall be required to report promptly all incidents of assault involving an administrator and/or civil actions or criminal proceedings instituted against the administrator arising out of and in connection with the administrator's employment, to the Superintendent. The Superintendent shall acknowledge to the administrator receipt of such report and a copy thereof shall be sent to the attorney for the Board.

The attorney for the Board shall advise the administrator of his rights under the law in regard to the particular case, in writing; obtain for the administrator relevant information concerning the incident from the teacher, police or other agencies involved; accompany the administrator in court appearances and by advising the administrator in investigations by the police or others legally conducting investigations.

- B. Legal Counsel – In the situation wherein an administrator is acting within the scope of his employment and wherein any action arises out of an assault upon the administrator or from disciplinary action taken by an administrator against a student, the Board agrees to provide legal counsel for the administrator.

C. Compensable Disability – In the event an administrator becomes disabled by reason of an injury, illness or disease, either wholly or partially sustained or contracted while in the performance of his regular or extra-curricular duties, or while on the property of the district, he shall receive his regular salary and benefits for the period of his disability, not to exceed two calendar years and there shall be no charge made against his accumulated sick leave entitlement. In the event the administrator receives benefits under the Workers’ Compensation Law for the period of his disability, he shall be required to pay same over to the Board. It is understood, however, that in the event an administrator shall receive a “lump sum” settlement or award for a schedule loss, no reimbursement shall be required to be paid to the Board by the administrator.

D. Protection of Personal Property:
There shall be established a fund of \$1,500 to help offset the cost of damage or loss which occurs to an administrator’s car or personal belongings while in the employ of the district. The claimant shall use the following procedure:

1. All claims will be submitted in writing to and reviewed by the Superintendent.
2. Notification of said incident must be reported to the Superintendent in writing within 48 hours; and
3. All evidence to substantiate the claim must be presented to the Superintendent.

The maximum allowance under this provision shall be \$200 per claim. The money will be distributed to the claimants at the end of the school year, no later than June 30. However, should the claims allowable exceed the maximum amount of money set aside under this provision, the following formula shall take effect:

\$1,500		=	
-----			The portion of each allowable claim
Total of all allowable claims			paid out on June 30

ARTICLE XIX – EMERGENCY SCHOOL CLOSING

[Omitted]

ARTICLE XX – GRIEVANCE PROCEDURE

A. Declaration of Policy – In order to establish a more harmonious and cooperative relationship among teacher, non-teaching employees, administrators and members of the North Babylon Board of Education, which will enhance the program of the North Babylon Union Free School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of difference, promptly and fairly, as they arise and to assure equitable and proper treatment of said employees pursuant to established rules, regulations and policies of the District.

B. Definitions

1. Employee: Anyone in the employ of the North Babylon Union Free School District.

2. Immediate Supervisor: The individual to whom the employee is directly responsible (e.g., teacher directly responsible to building principal, bus driver directly responsible to Supervisor of Transportation, custodians directly responsible to Plant Facilities Administrator, etc.).
3. Principal: An individual in charge of a particular school building.
4. Chief Administrator: North Babylon Superintendent of Schools
5. Representative: The individual designated by the aggrieved employee to act on his behalf during the grievance procedure.
6. Grievance: Any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations or policies which related to, or involve the employee in the exercise of the duties assigned to him/her. An exception to this would be any grievance regarding retirement matters, which by law cannot be handled by this grievance machinery.
7. Days: All days excepting legal holidays and weekends.
8. Administrator: The Superintendent, Associate Superintendent, Assistant Superintendents, all building principals, all assistant building principals, all directors.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a representative of his own choice.
4. All hearings shall be confidential.
5. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures. The chief administrator, building principal and immediate supervisor shall have the responsibility to consider promptly such grievances presented to him/her and make a determination within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designated to be used for changing such rules or establishing new ones.

D. Procedures

Stage 1 – The aggrieved administrator shall present in writing his grievance to his/her immediate superior; said superior shall render his determination to the administrator within ten (10) days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to Stage 2A unless the aggrieved is a building principal at which time he moves to Stage 2B.

Stage 2A – In such case within five (5) days after a determination has been made at Stage 1, the aggrieved administrator shall make a written request to the Superintendent or his/her designee for review and determination. The chief administrator or his/her designee shall immediately notify the aggrieved administrator and his building principal to submit written statement to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.

Stage 2B – The chief administrator or his/her designee shall render his/her determination within ten (10) days after the written statements have been presented to him/her. If the grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to Stage 3.

Stage 3 – A public employee grievance board made up of three (3) members appointed by the Board will serve as a grievance committee to hear the aggrieved party. This grievance board would consist of an administrator, Superintendent, and a member of the Board. If a member of such committee has a grievance himself, he would need to be replaced pro tem by the Board of Education. The chairman of the grievance board will be one of the three appointed members and will be selected by the President of the Board of Education.

The aggrieved administrator may then within five (5) days after the determination by the chief school administrator make a written request to the chairman of the grievance committee for review of the case.

Within ten (10) days of receipt of such written request, the grievance board should receive from the chief school administrator all written statements concerning the case. The grievance committee shall notify all parties concerned of the time and place when a hearing will be held. Such a hearing shall be held within ten (10) days of receipt of the request by the aggrieved party. Such parties concerned shall have the right to present further statements at such hearing.

Within ten (10) days after the hearing the grievance committee should make its recommendations to the Board of Education with copies to the administrator or his/her representative to the building principal and to the Superintendent. Thereafter, the Board of Education will decide the matter.

It is further understood that the aggrieved administrator still reserves the right to make further appeals either to the Commissioner of Education or the Civil Courts.

ARTICLE XXI – CONFORMITY TO LAW

- A. The parties hereto shall comply with all provisions of this agreement, unless and until any provision or provisions are held to be contrary to law by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from who judgment to appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this agreement shall remain in effect and the parties hereto shall meet forthwith with the purposes of modifying the same to conform with law and/or negotiating provision of provisions in lieu thereof.
- B. The Board and the Association hereby amend their by-laws, rules and regulations to the extent necessary to give effect to the provisions contained in this agreement.
- C. 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 XXII – POLICY WITH REGARD TO SALARY SCHEDULE

- A. Salary Schedules
For the 2017-2018, 2018-2019, 2019-2020 and 2020-2021 school years the salary of employees shall be as set forth in Appendix A or Appendix B.

The Board reserves the right to place a new hire at any step on the applicable salary schedule.

Salary schedule step advancement will be made on July 1st of each year of the Agreement after initial placement.

ARTICLE XXIII – SALARY CREDIT

Administrators who have completed fifteen (15) years of cumulative service, at least eight (8) of which must be as an administrator in the District, will receive an annual longevity payment of \$1,500. An increment of \$1,500 shall accrue as a longevity step to administrators after twenty (20) years of service, ten (10) of which must be in North Babylon; an additional \$1,500 after twenty-five (25) years of service, thirteen (13) of which must be in North Babylon; and an additional \$1,500 after thirty (30) years of service, fifteen (15) of which must be in North Babylon.

ARTICLE XXIV – METHOD OF PAYMENT

- A. During each school budget year, an administrator hired on a 10-month contract will receive 22/26 of his salary prior to the last payroll. The last payroll will include the balance of his total contract, which is equal to 4/26.
- B. The annual salary of 11-month personnel shall be divided into 26 paychecks and shall commence with the first regular pay period in July and continue every other Friday to the end of the school year.

ARTICLE XXV – WORK YEAR/WORK DAY

Notwithstanding any Article, Section, or Paragraph of this Agreement to the contrary, Unit members shall have an 8-hour defined workday, inclusive of a lunch break, that includes arrival prior to teachers and dismissal following teachers of the Unit member's assigned building. For District-wide positions and Directors, the workday shall be from 8:00 a.m. to 4:00 p.m. Administrators, from time to time, and as is consistent with past practice, may be expected to work hours outside of this timeframe and/or in excess of this timeframe when professional responsibilities require them to do so. This will be without additional compensation.

The school year for NBAA members shall extend from September 1st to June 30th, with the same holidays and vacations as the teaching staff.

Notwithstanding the above, effective July 1, 2018, Unit members shall be required to work 25 days as follows over the summer months:

- A. The first 10 work days of July and the last 10 work days in August. Unit member's summer work days may be adjusted based on the members' request and Superintendent's approval. However, if a Unit member can show proof that he or she, prior to February 1, 2018, scheduled or planned a trip/vacation over any of the first 10 work days of July 2018, such Unit member will be authorized to work alternative summer workdays, that shall be approved by the Superintendent, and will count towards his/her 25 summer work days.
- B. The remaining five days of required service shall be selected by the Unit member and submitted to the Superintendent of Schools, or his/her designee, for review and approval on or before May 15 of each year. In the event a Unit member requests to work more than 25 summer days, and such request is approved in writing by the Superintendent, the Unit member shall be compensated at his/her daily rate of pay for each additional day worked.
- C. Unit members' standard workday for service under this Article from the day following the last day of school for all students up to and including the day prior to the start of school shall be from 8:00 a.m. to 2:00 p.m. The workday for all other days shall be consistent with the first paragraph of this Article.

ARTICLE XXVI – COMPLIANCE WITH TAYLOR ACT (Section 204-A)

- A. 204-A. Agreements between public employers/employee organizations:
 1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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.

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE XXVII – FRINGE BENEFITS

- A. The Association agrees to waive all claims to the Welfare Trust position of the Teachers' Contract.

ARTICLE XXVIII – PROFESSIONAL RESPONSIBILITIES

All administrators recognize their professional responsibility to provide service to the District and its students in such a fashion as to optimize learning. Toward that end, the unit members shall support the District in the professional development of staff and those inherent duties necessary to reach that end. The parties agree that in fulfilling this commitment, it is not the intention of the District to merely add onto or expand the administrators' workload or workday beyond its normal and reasonable level of expectation. However, it is acknowledged that time and duty constraints above and beyond the typical workday may from time to time be necessary. When such events occur, the administrator will have the professional and administrative discretion to prioritize the demands on his/her time and/or normally expected duties so that a reasonable working environment can be maintained.

The President of the Association shall designate the member(s) of the Association to serve on the district's Central Advisory Committee.


ARTICLE XXIX– TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in full force and effect to and including June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of July, 2017.


BOARD OF EDUCATION
NORTH BABYLON UNION FREE
SCHOOL DISTRICT
NORTH BABYLON, NEW YORK

Dated: 8-26-19

BY 
Glen A. Eschbach
Superintendent of Schools

THE NORTH BABYLON
ADMINISTRATORS' ASSOCIATION

Dated: 8/22/19

BY 
Daniel Rose
President

APPENDIX A

HIGH SCHOOL PRINCIPAL				
STEP	2017-18	2018-19	2019-20	2020-21
1	\$134,786	\$140,262	\$142,716	\$145,214
2	\$137,145	\$142,662	\$145,158	\$147,699
3	\$139,545	\$145,214	\$147,755	\$150,341
4	\$141,987	\$147,755	\$150,341	\$152,972
5	\$144,473	\$150,342	\$152,973	\$155,650
6	\$147,000	\$152,972	\$155,649	\$158,373
7	\$149,574	\$155,650	\$158,374	\$161,145
8	\$152,192	\$158,374	\$161,146	\$163,966
9	\$154,854	\$161,145	\$163,965	\$166,835
10	\$157,565	\$163,966	\$166,835	\$169,755
11		\$166,835	\$169,755	\$172,726
12		\$169,755	\$172,726	\$175,748
13		\$172,726	\$175,748	\$178,824
14		\$175,748	\$178,824	\$181,953

MIDDLE SCHOOL PRINCIPAL				
STEP	2017-18	2018-19	2019-20	2020-21
1	\$127,921	\$133,118	\$135,447	\$137,818
2	\$130,160	\$135,396	\$137,765	\$140,176
3	\$132,438	\$137,818	\$140,230	\$142,684
4	\$134,755	\$140,229	\$142,683	\$145,180
5	\$137,114	\$142,684	\$145,181	\$147,722
6	\$139,513	\$145,181	\$147,722	\$150,307
7	\$141,957	\$147,723	\$150,309	\$152,939
8	\$144,438	\$150,306	\$152,936	\$155,613
9	\$146,967	\$152,937	\$155,614	\$158,337
10	\$149,538	\$155,613	\$158,336	\$161,107
11		\$158,336	\$161,107	\$163,926
12		\$161,107	\$163,926	\$166,795
13		\$163,926	\$166,795	\$169,714
14		\$166,795	\$169,714	\$172,684

APPENDIX A

ELEMENTARY PRINCIPAL				
STEP	2017-18	2018-19	2019-20	2020-21
1	\$124,632	\$129,695	\$131,964	\$134,274
2	\$126,812	\$131,913	\$134,222	\$136,571
3	\$129,030	\$134,272	\$136,622	\$139,013
4	\$131,289	\$136,623	\$139,014	\$141,446
5	\$133,587	\$139,014	\$141,446	\$143,922
6	\$135,925	\$141,447	\$143,922	\$146,441
7	\$138,304	\$143,922	\$146,441	\$149,004
8	\$140,724	\$146,441	\$149,004	\$151,612
9	\$143,186	\$149,003	\$151,610	\$154,263
10	\$145,692	\$151,610	\$154,264	\$156,963
11		\$154,264	\$156,963	\$159,710
12		\$156,963	\$159,710	\$162,505
13		\$159,710	\$162,505	\$165,349
14		\$162,505	\$165,349	\$168,243

SECONDARY ASSISTANT PRINCIPAL/ASSISTANT DIRECTOR				
STEP	2017-18	2018-19	2019-20	2020-21
1	\$113,383	\$117,989	\$120,054	\$122,155
2	\$115,367	\$120,008	\$122,108	\$124,245
3	\$117,386	\$122,155	\$124,292	\$126,468
4	\$119,440	\$124,293	\$126,468	\$128,681
5	\$121,530	\$126,467	\$128,681	\$130,932
6	\$123,657	\$128,680	\$130,932	\$133,224
7	\$125,821	\$130,932	\$133,224	\$135,555
8	\$128,022	\$133,223	\$135,554	\$137,926
9	\$130,264	\$135,556	\$137,929	\$140,342
10	\$132,543	\$137,927	\$140,341	\$142,797
11		\$140,341	\$142,797	\$145,296
12		\$142,797	\$145,296	\$147,838
13		\$145,296	\$147,838	\$150,426
14		\$147,838	\$150,426	\$153,058

APPENDIX A

DIRECTOR				
STEP	2017-18	2018-19	2019-20	2020-21
1	\$124,632	\$129,695	\$131,964	\$134,274
2	\$126,812	\$131,913	\$134,222	\$136,571
3	\$129,030	\$134,272	\$136,622	\$139,013
4	\$131,289	\$136,623	\$139,014	\$141,446
5	\$133,587	\$139,014	\$141,446	\$143,922
6	\$135,925	\$141,447	\$143,922	\$146,441
7	\$138,304	\$143,922	\$146,441	\$149,004
8	\$140,724	\$146,441	\$149,004	\$151,612
9	\$143,186	\$149,003	\$151,610	\$154,263
10	\$145,692	\$151,610	\$154,264	\$156,963
11		\$154,264	\$156,963	\$159,710
12		\$156,963	\$159,710	\$162,505
13		\$159,710	\$162,505	\$165,349
14		\$162,505	\$165,349	\$168,243

APPENDIX B

SALARY SCHEDULE - STEP 14			
MARGARET BRIERLY			
<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
\$145,732	\$151,653	\$154,307	\$157,007

