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#### **Contract Database Metadata Elements**

Title: **Babylon Union Free School District and Babylon School Administrators' Association (2002)**

Employer Name: **Babylon Union Free School District**

Union: **Babylon School Administrators' Association**

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Babylon Union Free School District  
And Babylon School Administrators  
Assn

**AGREEMENT BETWEEN**

**THE BABYLON UNION FREE SCHOOL DISTRICT**

**AND**

**THE BABYLON SCHOOL ADMINISTRATORS'  
ASSOCIATION**

**JULY 1, 2002 – JUNE 30, 2006**

**RECEIVED**

NOV 19 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

50

## RECOGNITION

The Babylon School District recognizes the Babylon School Administrator's Association as the exclusive representative of all professional administrative staff except the Superintendent, the Assistant Superintendent and the Business Administrator. All personnel represented by the Babylon School Administrator's Association shall, unless otherwise indicated, hereinafter be referred to as "Administrators." These shall include all full-time building level administrators.

## ARTICLE I

### SALARIES

For the 2002-03 through 2005-06 school years (July 1, 2002 through June 30, 2006), the following Administrators will be compensated as follows:

<b>Administrators' Salary Schedule</b>				
<b>Administrator</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
Freidman	\$108,250.00	\$111,500.00	\$114,750.00	\$118,000.00
Lobasso	115,778.00			
D'Amico	98,250.00	101,500.00	104,750.00	108,000.00
Visbal	100,250.00			
Visbal (Eff.9/01/02)	116,100.00	119,350.00	122,600.00	125,850.00
Scardino	85,475.00	88,725.00	91,975.00	95,225.00
McHugh	91,500.00	94,750.00	98,000.00	101,250.00
Goldberg	97,000.00	100,250.00	103,500.00	106,750.00

In the event of a change of Administrator during the term of this contract, the School District is not required, by this agreement, to pay these same monies to the Administrator's replacement.

### TENURE INCENTIVE

Effective July 1, 2002, each Administrator will receive \$5,000 to be paid each year after being granted tenure and such amount will increase by \$100 in each remaining year of the agreement.

## EXEMPLARY LEADERSHIP STIPEND

Beginning with the 1998-99 school year, each member of the bargaining unit shall be eligible for an annual, non-repetitive stipend of \$1,250, to be known as the "Exemplary Leadership Stipend." A unit member shall be entitled to the Exemplary Leadership Stipend if, in the judgment of the Superintendent, the member has consistently demonstrated exemplary leadership towards the successful accomplishment and implementation of educational initiatives that support the District's mission and goals.

The annual Exemplary Leadership Stipend shall be separate and apart from the unit member's annual salary and shall not be included as part of a unit member's base salary for purposes of determining future salary increases.

Beginning in September of 1994 and for each subsequent year during the life of this agreement, each unit member will meet with the Superintendent for review of the unit member's progress regarding the achievement of annual goals, leadership initiatives and educational improvements. During this/these conference(s), the Superintendent will indicate whether, in his judgment, the unit member is currently meeting these goals, initiatives and improvements to warrant consideration of the Exemplary Leadership Stipend for the then current school year. If, in the Superintendent's judgment, the unit member is not currently meeting these goals, he will, in a timely manner, so inform the unit member, indicating the reasons in writing. The Superintendent will, in writing, also advise any unit member not currently meeting the standards for entitlement to the annual stipend of the goals, initiatives and improvements which must be accomplished during the remainder of the school year in order to qualify for the Exemplary Leadership Stipend.

The Superintendent's determination regarding the granting of an annual Exemplary Leadership Stipend shall be made and the unit member informed in writing no later than September 5<sup>th</sup>. Payment of the Exemplary Leadership Stipend shall be made in a lump sum prior to September 30<sup>th</sup> following this determination.

If a unit member disagrees with the Superintendent's determination regarding entitlement to the Exemplary Leadership Stipend for any given year, the unit member may file a written request for review of that determination with the Board of Education no later than 15 days from the date of the notice to the unit member that he or she is not eligible for the annual stipend. The Board of Education will render a written final decision within 30 days of receipt of the written request for review. The decision of the Board will be final and binding and not subject to arbitration or judicial review.

## ARTICLE II

### VACATIONS

Between the first and last day of school each year, the Administrators shall have the same days off as the teachers with the exception of Christmas, Winter and Spring vacations. Each Administrator shall be entitled to take one (1) of these three (3) vacation periods.

Each Administrator shall be allowed twenty-five (25) vacation days between the last day of school in June and the opening of school in September, excluding all regular holidays.

Effective June 1, 1999, Administrators shall not be permitted to take vacation days during the first week after the last day of school in June or during the week prior to the opening of school in September, except with the permission of the Superintendent.

The District will not require any Administrator to work as summer school Administrator any more than two (2) weeks during the summer.

## ARTICLE III

### HEALTH INSURANCE

Each Administrator shall receive a family health insurance plan with the right to select annually between the Empire Plan and HIP. For the 1998-99 school year, all Administrators' who elect family coverage shall contribute \$460 per school year towards the payment of the health insurance premiums. For the 1999-00 school year, all Administrators' who elect family coverage shall contribute \$510 per school year towards the payment of the health insurance premiums. For the 2000-01 and 2001-02 school years and beginning with the 2002-03 school year, all Administrators' who elect family coverage shall contribute the same amount as members of the Babylon Teachers Association.

Each Administrator, upon retirement from the School District, and during his/her retirement years, shall be entitled to at least the insurance plan in effect for any or all other school district employees. Individual coverage will be provided at no cost to the retiree. Each Administrator who elects family coverage upon his/her retirement shall contribute 65% of the difference between individual and family coverage.

### EXTENDED MEDICAL COVERAGE

The District will pay the total premium for the existing extended medical coverage for each Administrator.

## ARTICLE IV

### LONGEVITY

Each Administrator with 15 years of service in education, the last five (5) of which have been provided to the Babylon Union Free School District, will be given an annual increment of \$2,400 starting with his/her sixteenth year; each Administrator with 20 years of service in education, the last 10 of which have been provided to the Babylon Union Free School District, will be given an additional annual increment of \$3,000 starting in his/her twenty-first year of service. The annual increment for an Administrator eligible for longevity under the terms of this Agreement will be increased by the amount of \$100 each remaining year of this Agreement.

### SEPARATION INCENTIVE

All members of the bargaining unit who have completed ten (10) years of continuous full time administrative service in the Babylon Union Free School District are qualified to receive a Separation Incentive upon permanent departure from the School District. The following conditions shall apply to applicants for the separation incentive:

- A. Any Administrator who wishes to separate from the District must notify the Superintendent no later than April 1<sup>st</sup> prior to the school year in which the separation will occur in order to receive the incentive.
- B. A Separation Incentive of twenty thousand dollars (\$20,000) will be made to the Administrator on the effective date of the resignation from service in the District.

Any Administrator who has previously received the Career Incentive provided by Article IV of the July 1, 1988-June 30, 1991 collective bargaining agreement between the respective parties, shall not be eligible to apply for and receive the Separation Incentive provided by this memorandum of understanding.

### Separation Incentive 2001

Effective June 11, 2001, members of the Administrators' unit with at least 10 years service in the Babylon School District (hereinafter referred to as "District") shall be eligible to participate in the "Separation Incentive 2001" plan (referred to hereinafter as "Plan") as outlined below:

Members who are not eligible or who do not elect to participate in the new Plan may still opt for the existing separation incentive, if otherwise eligible.

All eligible members shall have the option of participating in the Plan providing they:

- (1) Submit an irrevocable letter of resignation prior to June 15, 2001 with an effective resignation date no later than August 31, 2001; or
- (2) Submit an irrevocable letter of resignation by the end of the school year in which they first become eligible to receive retirement benefits from the New York State Teachers Retirement System (NYSTRS). The effective date of resignation must be on or before September 1, following the school year that they first become eligible to receive benefits from the NYSTRS; the letter of resignation must be submitted to the District 60 days prior to the date of resignation.

Any member who participates in the Plan shall receive a one-time payment of \$30,000 to be paid within thirty (30) days of the date of retirement.

## ARTICLE V

### DENTAL INSURANCE

The District will pay 100% of the family plan premium for a program of dental insurance for each Administrator. The plan will be chosen by the District.

## ARTICLE VI

### LIFE INSURANCE

The District will pay 100% of the premium of a \$200,000 non-contributory group life term insurance policy for each Administrator.

At the start of the fourth year and after having successfully been granted tenure, each Administrator will be provided with an additional policy of \$50,000 of whole life insurance. The total premium for this insurance policy will be paid for by the District.

## ARTICLE VII

### SICK LEAVE

Each Administrator will receive the following:

- A. An accumulated sick leave bank of 180 working days.
- B. An allowance of twenty (20) working days per year for illness which are cumulative.
- C. A maximum accumulation of 240 working days for illness purposes.
- D. A Long Term Disability (LTD) Policy identical to the one being provided in the current teachers' contract.
- E. Absence due to serious illness for death in the immediate family will be permitted up to five (5) days of pay. Absence beyond that may be granted by the Superintendent if, in the Superintendent's opinion, the situation warrants such extension.
- F. Each Administrator shall be entitled to three (3) personal days absence each year without deduction of pay and without counting against sick leave, provided a request is made to the Superintendent in advance. Personal days are non-cumulative.
- G. Payment is provided to the Administrator at the time of retirement or leaving the District of compensation at the rate of \$137 per day for 2002-03, \$141 per day for 2003-04, \$145 per day for 2004-05, and \$150 per day for 2005-06 for accumulated sick days, exclusive of the initial 180 days sick leave provided by the District at the time of the Administrator's employment.
- H. Each Administrator shall be entitled to payment for up to 20 unused sick days annually at the rate listed in G (above).

## ARTICLE VIII

### MATERNITY/CHILD CARE LEAVE

All Administrators shall be entitled to the same Maternity/Child Care Leave Policy provided teachers.



## **ARTICLE IX**

### **PROFESSIONAL ASSOCIATION RIGHTS**

A payroll deduction plan for all professional association dues shall be continued by the District. A payroll deduction for Suffolk County Teachers' Federal Credit Union also will be continued by the District.

A payroll deduction plan for tax sheltered annuities shall be implemented by the District for each Administrator making such request.

The Babylon School Administrator's Association shall receive a copy of the approved Minutes and Treasurer's Reports for each Board of Education meeting within ten (10) days of the Board's approval of Minutes and Treasurer's Report.

### **PROFESSIONAL ASSOCIATIONS**

The District will provide up to \$400 reimbursement for each Administrator for the purpose of joining professional organizations directly related to the administration of schools. Proof of membership must be submitted to the Superintendent on or before May 1<sup>st</sup> of each year.

## **ARTICLE X**

### **PROTECTION OF PRINCIPALS/ASSISTANT PRINCIPALS**

1. Principals/Assistant Principals shall be required to report promptly all cases of assault suffered by them and/or civil actions filed against them in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report.
2. The District's attorney shall inform the Principal/Assistant Principal of his/her rights under the law and shall provide such information in a written document.
3. The District is responsible to defend any civil or criminal action or proceeding growing out of:
  - a. Disciplinary action taken against any pupil of the

District while in discharge of an Administrator's employment.

- b. Any action taken by an Administrator in the regular scope of the Administrator's duties and within the scope of the Administrator's employment.
4. An Administrator must produce, within ten (10) days, either the original or a copy of any summons, complaint, process notice, demand or pleading to the District.
5. If an Administrator, in the course of his/her employment, is assaulted causing bodily injury that incapacitates the Administrator such that he or she is physically unable to perform the essential functions of his or her job (lost time injury), or causing damage or loss to that Administrator's personal property, the Administrator shall be paid in full for his or her lost time for up to two hundred ten (210) days, which will not be deducted from the Administrator's sick leave entitlement, and/or shall be reimbursed for the mutually agreed upon, reasonable value of the damaged property, if any.

#### **ARTICLE XI**

#### **NEGOTIATIONS**

All Administrators shall be asked to give written reactions to each request made by teachers in their negotiations with the Board of Education prior to the start of negotiations meetings. These reactions shall be for the sole use of the Superintendent and/or negotiator and the Board of Education.

#### **ARTICLE XII**

#### **CONFERENCES**

The Association will have the right to discuss with the Superintendent the inclusion of conferences in the annual budget including at least the National and State conferences as approved by the Superintendent.

**ARTICLE XIII**

**SUPPORT OF IN-SERVICE PROGRAM**

Administrators will participate in and support the District's in-service program as outlined in the Professional Development Plan for the Babylon School District.


**ARTICLE XIV**

**TERM OF CONTRACT**

This contract shall become effective July 1, 2002 and will continue in effect until June 30, 2006, except as amended in writing through mutual consent of both parties and subscribed by such parties.

In witness to this contractual agreement, the following do hereby affix their signatures this 7<sup>th</sup> day of June, 2002.

BABYLON UNION FREE SCHOOL DISTRICT

BY:  William P. Bernhard, Superintendent

BABYLON SCHOOL ADMINISTRATOR'S ASSOCIATION

BY:  Michael Lobasso, President