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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, 2003 – June 30, 2007

RECEIVED

FEB 19 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT made this 1st day of July, 2003, 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, and all directors. Such recognition shall be effective July 1, 2003 and shall continue in force and effect to and including June 30, 2007.

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

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. After the use of said says 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.

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.

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 – Any member of the administrative staff 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 each year may apply for said terminal leave. The eligibility and the length of the terminal leave will be related to and determined by the number of sick days that have been 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 one-half year at full pay, prior to the actual date of his retirement. If a member of the staff has a minimum of one hundred fifty (150) days accumulated, he may apply for a terminal leave for one full year at full pay, prior to the actual date of retirement. The two terminal leaves described above are restricted to only two periods of time (a half year and a full year). Anyone who has accumulated less than seventy-five (75) sick days will not be eligible for any type of terminal leave. Anyone who has accumulated more than one hundred fifty (150) sick days will be eligible for not more than one (1) year of 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 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 lump sum settlement will be provided for those administrators who choose to be paid for their unused sick leave, if they are eligible for Terminal Leave, in lieu of Terminal Leave, in the following form:

½ year - ½ base salary, Step 1-BA in the year of retirement.
Full year - full base salary, Step 1-BA in the year of retirement.

Notice of intention to retire shall be given by April 15th within the year of termination. Administrators retiring on this basis will be paid according to the salary schedule of the year in which they declare their intention to retire. Actual payment of the amount to which they are entitled shall be made in the next fiscal year.

Any member of the administrative staff who is (a) eligible for retirement; (b) who submits his written letter of request for retirement; and (c) has accumulated a sufficient number of sick days to be eligible for either one-half year or one full year of such Terminal Leave, may use this leave for study, travel or rest. There will be no restriction as to the number of employees who will be eligible for a Terminal Leave but the granting of the request will be determined by the Board of Education after a formal letter of resignation for retirement has been received in accordance with the requirements heretofore described.

New hires hired after June 30, 1988, not eligible for the terminal leave benefit shall at retirement be paid for unused accumulated sick days at 1 for 2 to a maximum of 220 accumulated days.

90% Retirement Alternative Plan

As an alternate option to the terminal leave policy, a retiring unit member who is entitled to a retirement allowance and who has accumulated 75 unused sick days or 150 unused sick days be allowed to choose a lump sum payment amounting to 90% of the half-year salary, or 90% of the whole year salary, respectively, as indicated in the aforementioned terminal leave policy.

A retiring unit member must be age 55 to be eligible for the lump sum alternative, or, having reached age 54 and desiring to choose the lump sum payment, 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 accompany this request by March 1st. Any members eligible to terminal leave but who is exceeded due to the abolition of his position AFTER the March 1 cut-off date, and prior to June 30th, shall be deemed eligible if she/he then elects to retire.

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.

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, 2000, contributions for active employees with 4 years of experience will be 15% of the individual or family premium. This increase in health insurance contributions shall not be implemented until such time as the Flex 125 Plan is available to unit members.

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 retired administrators and those on leave at the same percentage as it contributes for active employees with more than five (5) years' of service.

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.

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

- A. Observations may be made with or without advance notice to the teacher.
- B. The District's Professional Observation Form is to be used primarily by chairmen, coordinators, directors, assistant principals and principals.
- C. The coordinators will not be expected to observe and report on observations of teachers unless requested to do so by the principal.
- D. As a minimum, probationary teachers will be observed and a Professional Observation Report will be submitted according to the following schedule:

	<u>1st Semester</u>	<u>2nd Semester</u>
First year teacher	2	2
Second year teacher	2	2
Third year teacher	2	1

- E. Administrators will perform formal observations of tenured teachers when appropriate or when directed to do so by Central Office Administration. An evaluation report for each tenured teacher will be submitted once a year. The evaluation may be written in narrative form covering the same general areas.
- F. The annual Evaluation Report will be written and submitted by the principal only.
- G. In the event of a difference of opinion between the principal and the chairman or director, this difference will be noted on the written Evaluation Report.
- H. The annual written Evaluation Report of probationary teachers by the principal will be reviewed with the individual chairman or director.
- I. The annual written Evaluation Report, written by the principal, will be reviewed with the individual teacher, signed by both the teacher and their principal and sent to the Assistant Superintendent's office.
- J. In those subject areas where there is only one chairman or director for the District, he or she will have the responsibility to observe and submit the Professional Observation Report for all members of his/her department. In those areas where there are no individual chairmen, the principal will review the annual Evaluation Form with the director or coordinating chairmen.

- K. The building principal and/or assistants will make a formal observation on each teacher during the teacher's term of employment. The number of those observations will be ascertained by the building principal based on the nature of the individual situation.
1. Policies concerning procedures for the observation of teachers should remain open to continued change or evaluation whenever deemed necessary by the Administration.

ARTICLE X – OBSERVATION AND EVALUATION OF PROBATIONARY TEACHERS

Each year, formal written evaluations shall be made of teachers during their probationary period by the principal and/or the teacher's immediate supervisor, and a recommendation for reappointment or tenure at the end of three (3) years' probationary period may be made to the Superintendent, who, in turn, may make such recommendation to the Board.

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.

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.

ARTICLE XIX – EMERGENCY SCHOOL CLOSING

The principal will organize a telephone chain for his/her building and the decision to close will be communicated to teachers from the building principal through the telephone chain. Teachers will receive additional information concerning this from the building principal at the beginning of the school year.

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 five (5) 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 five (5) 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 whose 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 the 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 2003-04, 2004-05, 2005-06 and 2006-07 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, provided the new employee's salary does not exceed that of an employee in the same position who is already on staff.

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

Members whose salaries are "off schedule" will receive a one-time, off-base, contract signing bonus of Two Thousand Five Hundred (\$2,500) Dollars within thirty (30) days of the execution of new collective bargaining agreement covering the period July 1, 2003 – June 30, 2007.

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 \$1,000. An increment of \$1,000 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 \$1,000 after twenty-five (25) years of service, thirteen (13) of which must be in North Babylon;

and an additional \$1,000 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

The school year for NBAA members shall extend from September 1st to June 30th, with the same holidays and vacations as the teaching staff. In addition, NBAA members will work for one additional month, the dates in each year of this contract to be mutually agreed upon by the Association and the Superintendent.

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

- B. All financial and fringe benefits granted to the teaching personnel of the North Babylon Union Free School District by the Board of Education are hereby accorded to members of the North Babylon Administrators' Association unless otherwise addressed in this Agreement.

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

ARTICLE XXVIII – PROFESSIONAL RESPONSIBILITIES:

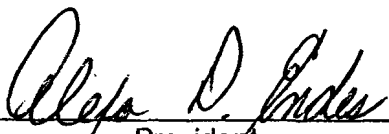
All administrators recognize their professional responsibility to provide service to the District and its students in such a fashion as to optimize learning. Toward that end, the unit members shall support the District in the professional development of staff and those inherent duties necessary to reach 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.

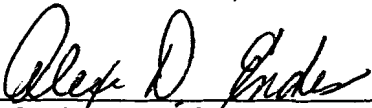
ARTICLE XXIX- TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in full force and effect to and including June 30, 2007.

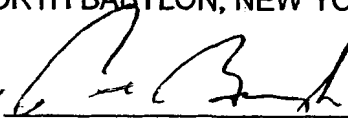
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of July, 2003.

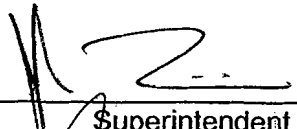
THE NORTH BABYLON ADMINISTRATORS
ASSOCIATION

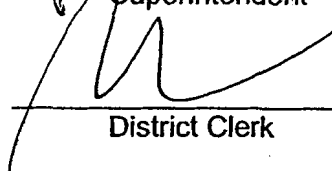
BY  (L.S.)
President

 (L.S.)
Chairperson of Negotiating

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

BY  (L.S.)
President

 (L.S.)
Superintendent


District Clerk

ADMINISTRATORS' OFF-STEP SALARY SCHEDULE

NAME	2003-2004	2004-2005	2005-2006	2006-2007
Cordell	104,074	107,457	110,949	114,832
Dotson	104,074	107,457	110,949	114,832
Dougherty	105,356	108,780	112,315	116,246
Endes	119,668	123,558	127,573	132,038
Fallon	98,620	101,826	105,135	108,815
Golub	107,214	110,698	114,296	118,296
Gordon	107,214	110,698	114,296	118,296
Hartnett	111,088	114,698	118,426	122,570
Lowenborg			105,135	108,815
Misterly	98,620	RETIRED		
Scottaline	109,924	113,496	117,185	121,286
Shevlin	114,583	118,307	122,152	126,428
Steck	114,601	118,325	RETIRED	

APPENDIX "A"

ADMINISTRATORS' ON-STEP SALARY SCHEDULE

STEP	ASST.DIR.	DIRECTOR	ASST.PRIN	ELEM.PRIN	MS PRIN	HS PRIN
2003-2004 SALARY SCHEDULE						
1	76,702	77,293	80,736	84,027	87,869	92,584
2	78,726	79,662	83,212	86,603	90,189	95,029
3	80,751	82,033	85,687	89,179	92,508	97,473
4	82,776	84,402	88,163	91,757	94,828	99,917
5	84,801	86,772	90,638	94,333	97,148	102,361
6	86,825	89,141	93,114	96,909	99,467	104,806
7	88,850	91,510	95,588	99,485	101,788	107,250
8	90,875	93,856	98,064	102,062	104,107	109,694
9	92,900	96,249	100,539	104,638	106,764	112,139
10	94,924	98,620	103,015	107,214	108,747	114,583

2004-2005 SALARY SCHEDULE

1	79,195	79,805	83,359	86,758	90,725	95,593
2	81,285	82,251	85,916	89,418	93,120	98,117
3	83,375	84,699	88,472	92,078	95,515	100,641
4	85,466	87,145	91,028	94,739	97,910	103,165
5	87,557	89,592	93,584	97,398	100,305	105,688
6	89,647	92,038	96,140	100,058	102,700	108,212
7	91,737	94,484	98,695	102,718	105,096	110,735
8	93,828	96,906	101,251	105,379	107,491	113,259
9	95,919	99,377	103,807	108,038	110,233	115,784
10	98,009	101,826	106,363	110,698	112,282	118,307

2005-2006 SALARY SCHEDULE

1	81,769	82,399	86,069	89,578	93,674	98,699
2	83,926	84,924	88,708	92,324	96,146	101,306
3	86,085	87,452	91,347	95,070	98,619	103,912
4	88,244	89,978	93,987	97,818	101,092	106,517
5	90,403	92,504	96,625	100,564	103,565	109,123
6	92,560	95,030	99,265	103,310	106,038	111,729
7	94,719	97,555	101,902	106,056	108,511	114,334
8	96,878	100,055	104,542	108,803	110,984	116,940
9	99,036	102,607	107,181	111,550	113,816	119,547
10	101,194	105,135	109,820	114,296	115,931	122,152

2006-2007 SALARY SCHEDULE

1	84,631	85,283	89,081	92,713	96,952	102,154
2	86,864	87,897	91,813	95,555	99,512	104,852
3	89,098	90,513	94,544	98,398	102,071	107,549
4	91,332	93,127	97,276	101,241	104,630	110,245
5	93,567	95,742	100,007	104,084	107,190	112,942
6	95,800	98,356	102,739	106,926	109,749	115,639
7	98,034	100,970	105,469	109,768	112,309	118,336
8	100,268	103,557	108,201	112,612	114,869	121,033
9	102,503	106,199	110,932	115,454	117,800	123,731
10	104,736	108,815	113,664	118,296	119,988	126,428