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AGREEMENT

between
the

BALDWIN UNION FREE SCHOOL DISTRICT

and

**THE ASSOCIATION
OF
BALDWIN ADMINISTRATORS**

July 1, 2004 through June 30, 2007

RECEIVED

DEC 06 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

This agreement is entered into this *22* day of *December*, 2004, effective July 1, 2004, by and between the Baldwin Union Free School District, Baldwin, New York, hereinafter referred to as the "District" and the Association of Baldwin Administrators, hereinafter referred to as the "ABA" or the "Association" for and in behalf of itself and the personnel now employed or hereafter employed by the District in the bargaining unit hereafter defined.

ARTICLE I - RECOGNITION

- A. The District recognizes the ABA as the exclusive bargaining representative of the professional administrators of the District including the following:

Assistant Director of Pupil Services
Assistant Principal, Elementary School
Assistant Principal, Middle School
Assistant Principal, Senior High School
Dean of Students, Middle School
Dean of Students, Senior High School
Director of Technology, Curriculum & Instructional Support
Services
Director of Health Education, Health Services, Physical Education
and Athletics
Director of Fine and Performing Arts
Director of Pupil Services
Elementary School Principal
Middle School Principal
Senior High School Principal

- B. No administrator covered by this Agreement shall be deprived of his/her rights for the purpose of collective negotiations as a result of being assigned a task or role in the negotiating process with other bargaining units. It is further agreed that such tasks/roles shall be limited to that of a resource person.

ARTICLE II - FRINGE BENEFITS

A. **EQUIVALENT BENEFITS**

Members of the ABA shall be entitled to all fringe benefits available to the Baldwin Teachers Association and the Baldwin Supervisors Association with respect to:

1. Leave for the purpose of illness or disability.
2. Unpaid Leaves of Absence: Members who have been granted such leave are required to notify the District on or before April 1st stating their intention to return. Failure to notify the District before April 1st will constitute a resignation from position.
3. Health Insurance: For the life of the Agreement, the District shall pay the following percentage of the premium for health insurance coverage for eligible administrators:

<u>EMPIRE & HIP -</u>	<u>Individual/Family</u>	
Administrators hired prior to 6/30/76	93.6%	90%
Administrators hired after 6/30/76	93.6%	80%

4. Dental Insurance: The dental insurance plan in effect on June 30, 2004 will remain in effect for the term of this contract. Effective July 1, 2004, the self-insured family plan will cover up to \$1500 total per family, per school year.
5. Personal Business Leave: Members who require Personal Business Leave days shall give prior verbal notice to the Superintendent of Schools or his/her delegate. These personal days along with all other absences will be reported monthly.
6. Health Insurance Buy-out Plan: As provided in Article XXII(E) of the July 1, 1998 agreement, as extended, between the District and the Baldwin Teachers Association.

B. LIFE INSURANCE

Effective July 1, 2004, members of the bargaining unit shall be provided with a non-contributory life insurance policy equal to their annual salary consistent with the terms and conditions of the insurance policy. Members of the bargaining unit who are provided with non-contributory life insurance may double their life insurance at group rates provided that they pay for any additional coverage at their own expense and provided that the insurance company permits this additional coverage.

C. SUPPLEMENTAL MAJOR MEDICAL COVERAGE

Supplemental major medical coverage will continue to be provided by the District for eligible administrators.

D. LONG-TERM DISABILITY INSURANCE

The District will provide long-term disability insurance for those members of the Association who are not eligible for normal service retirement. This policy will include a 120-day waiting period for benefits.

E. SICK LEAVE AND OTHER LEAVES OF ABSENCE

Members will receive annual leave for the purpose of sick/personal/family illness as follows:

10 ½ Month	- 16 Days
11 Month	- 17 Days

There shall be no limit on the number of days that can be accumulated.

F. RETIREMENT INCENTIVE

A retirement incentive will be provided to any administrator who has a minimum of ten years of service as a Baldwin administrator covered by this contract, is eligible to retire, and who, in fact, does retire, as described

below, under the provisions of the New York State Teachers' Retirement Law, and as described herewith.

To be eligible for the incentive, the affected member must provide notice to the Superintendent on or before February 1st of his/her service retirement at the conclusion of the school year and must actually retire on June 30th of that year. The incentive may be paid in a lump sum within thirty (30) calendar days of the member's last working day, or at a time or times mutually agreed upon by the Superintendent of Schools and the member.

1. The retirement incentive will be paid only if the administrator retires at the close of the school year.
2. In year one of the Agreement (2004-2005), the retirement incentive will be calculated at the rate of \$140 per day of unused accumulated sick leave days excluding any days that were granted by the Board of Education for extended sick leave and excluding any sick leave days restored due to injury or illness in the course of District employment. The maximum retirement incentive shall be twenty-eight thousand dollars (\$28,000). During the second year of this Agreement (2005-2006), the per day calculation rate will increase to \$160 and maximum retirement incentive award will be increased to thirty-two thousand dollars (\$32,000). During the third year of this Agreement (2006-2007), the per day calculation rate will increase to \$170 with a maximum retirement incentive of thirty-four thousand dollars (\$34,000).
3. Effective July 1, 2004 and for the term of this Agreement, the aforesaid retirement incentive award will be made as a non-elective employee contribution to an *Internal Revenue Code* Section 403-b plan pursuant to Appendix B of this Agreement.

ARTICLE III - SCHOOL DAY/SCHOOL YEAR

The school calendar regarding the number of work days for administrators during the September-June instructional year will be identical to the calendar for teachers with respect to all school holidays and vacation periods (excluding the summer), in accordance with past practice.

Administrators shall continue to serve during the days in September before teachers report and the days in June after teachers leave. All Administrators will be on duty the week before school opens for teachers.

The Board and the Association agree that administrators will select, subject to approval of the Superintendent of Schools which approval will not be unreasonably withheld, their own period of service during July and August for the most effective discharge of their responsibilities and completion of professional obligations. Administrators who work a 10 ½ month schedule will be required to work 10 days in July and August. Administrators who work an 11 month schedule will be required to work 20 days in July and August.

Vacation days which are "lost" due to assignments made by the Superintendent of Schools will be rescheduled by agreement with the Superintendent.

Representatives of the Association shall be consulted relative to the establishment of the annual school calendar.

ARTICLE IV - GRIEVANCE PROCEDURES

Until a new Grievance Procedure is written and agreed to by both parties, the document entitled "Grievance Procedure" for handling grievances by professional employees and currently in force in the District shall be in effect for members of the Association of Baldwin Administrators, except that "grievance" steps beyond Board of Education (viz., binding arbitration) shall not be applicable for administrators.

ARTICLE V - SALARY SCHEDULE

- A. CONTRACT DURATION: July 1, 2004 - June 30, 2007
- B. The regular salaries of administrators for the period July 1, 2004 through June 30, 2007 shall be set forth on Appendix "A", "Salary Schedule for Administrators", annexed hereto and made part hereof. (Said salary schedules include a new 6th step, effective July 1, 2004. Additionally, a new "Director" column has been added effective July 1, 2004.) The said appendix represents the following increases over the "Salary Schedule for Administrators" on record for the 2003-2004 year:

<u>YEAR 1:</u>	July 1, 2004 - June 30, 2005:	4% (plus the grant of step increment).
<u>YEAR 2:</u>	July 1, 2005 - June 30, 2006:	4% (plus the grant of step increment).
<u>YEAR 3:</u>	July 1, 2006 - June 30, 2007:	4% (plus the grant of step increment).

The stipend for an earned Doctorate shall be \$1,250.

New Administrators: The District may set the salary for new administrators at no more than 5% below the salary schedule set forth in Article V. After one (1) year of service the new administrator will be placed on step 1 of the salary schedule.

ARTICLE VI - ADMINISTRATIVE EVALUATION

It is mutually agreed by the parties that evaluation of administrative performance will continue as a cooperative effort.

ARTICLE VII - EDUCATIONAL GROWTH

A special fund will be established by the Superintendent to allow administrators to attend educational workshops and/or visit outstanding innovative programs. Attendance will be at the discretion of the Superintendent of Schools.

ARTICLE VIII - DURATION AND REOPENING

This Agreement has been entered into on the *22* day of *December*, 2004, effective July 1, 2004, and shall remain in force until June 30, 2007, and be automatically renewed thereafter, yearly, unless either party notifies the other in writing by certified mail, on or before February 1, 2007, of its desire to make changes herein or to terminate this Agreement.

If notice is served pursuant to the first paragraph of this Article VIII, the Association shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the District on or before February 1, 2007. The District shall specify all its proposals on or before February 1, 2007.

ARTICLE IX - LEGISLATION

The Board of Education and the Association of Baldwin Administrators agree that the contents of this document will conform with all applicable Federal and State legislation and regulations.

ARTICLE X - SEPARABILITY

If a Federal or New York State law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, but otherwise this Agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

ARTICLE XI - AGREEMENT NOTICE

Pursuant to Section 204-A of the *New York State Civil Service Law* ("Taylor Law") the following notice is included in this Agreement:

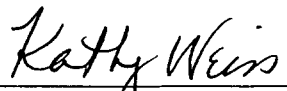
"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

ASSOCIATION OF
BALDWIN ADMINISTRATORS

BALDWIN UNION FREE
SCHOOL DISTRICT



President



Superintendent of Schools

Dated: 12/22/04

Dated: 12/22/04

EXHIBIT "A"

	2004-05	2005-06	2006-07
HS Principal			
1	132,661	137,968	143,487
2	134,411	139,787	145,379
3	135,755	141,186	146,833
4	137,235	142,725	148,434
5	138,646	144,191	149,959
6	141,253	146,903	152,779
MS Principal			
1	128,394	133,530	138,871
2	129,872	135,067	140,470
3	131,149	136,395	141,851
4	132,495	137,795	143,307
5	134,240	139,610	145,194
6	135,803	141,235	146,885
MS & HS Ass't Principal			
1	114,225	118,794	123,546
2	115,233	119,842	124,636
3	116,378	121,033	125,875
4	117,590	122,293	127,185
5	119,334	124,107	129,071
6	120,999	125,839	130,873
Elem Principal			
1	120,950	125,788	130,819
2	122,494	127,394	132,490
3	124,043	129,005	134,165
4	125,521	130,542	135,763
5	127,471	132,570	137,872
6	129,033	134,194	139,562
Elem Ass't Principal			
MS & HS Dean			
1	104,343	108,517	112,858
2	105,821	110,054	114,456
3	107,167	111,453	115,912
4	108,512	112,852	117,366
5	110,192	114,800	119,184
6	111,753	116,223	120,872
Director			
1	117,225	121,914	126,791
2	118,233	122,962	127,881
3	119,378	124,153	129,119
4	120,590	125,414	130,430
5	122,334	127,227	132,316
6	123,999	128,959	134,117
Ass't Director			
1	110,412	114,828	119,421
2	111,903	116,379	121,034
3	113,325	117,858	122,572
4	114,707	119,295	124,067
5	116,484	121,144	125,989
6	118,045	122,767	127,677

EXHIBIT B

- A. Except for any amount exceeding the contribution limits of *Internal Revenue Code §415(c)*, the District, on behalf of each eligible retiring unit member, shall make a one-time, non-elective, non-discretionary employer contribution which is to be calculated for each eligible retiring unit member equaling the amount specified in Article II (F) of this Agreement.
- B. The non-elective employer contribution, as specified above, shall be contributed to the provider selected by each eligible retiring unit member to receive employer contributions, pursuant to all of the terms of the funding arrangement specified herein. If the employee does not designate a 403(b) account which can receive an employer non-elective contribution, the Employer shall deposit the contribution into a 403(b) account on behalf of the employee as required by law. Eligible unit members shall forthwith notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as an employee of the Baldwin Union Free School District.
- C. Notwithstanding the amount of the non-elective employer contribution for the school year set forth above, the amount of the non-elective employer contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e., Section 415(c)(1) of the *Internal Revenue Code*. In the event that the aggregate of the employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation.
- D. No employee may receive cash in lieu of or as an alternative to any employer non-elective contribution(s).
- E. All non-elective employer contributions and excess compensation amounts shall be remitted by no later than thirty (30) days after the employee's retirement date, but no later than as otherwise required by applicable law.
- F. **Acknowledgment**
The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) regarding the tax-deferred status of these contributions or as to

the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the member's final average salary (FAS). The District will fulfill any applicable legal obligations in processing and reporting these contributions to the TRS.

G. Duration

This plan and the District's obligation to make the aforesaid 403(b) non-elective employer contribution hereunder shall expire, in all respects, and be of no further force and effect on June 30, 2007. However, such expiration shall, not release the District of its obligations to make any non-elective employer contribution on behalf of any eligible employee retiring during the 2006-2007 school year, as provided herein, which obligation shall survive the June 30, 2007 expiration date. The Association herewith waives the applicability of §209-a(1)(e) of the Taylor Law to the entirety of the subject matter of this Appendix B.

