

This MEMORANDUM OF UNDERSTANDING (the "Agreement") is made by and between the Binghamton Administrative & Supervisory Association (the "Association") and the City School District of Binghamton, New York (the "District").

RECITALS:

WHEREAS, the Association and the District are parties to a collective bargaining agreement for the period of July 1, 2016 - June 30, 2020; and

WHEREAS, the parties have engaged in negotiations for a successor collective bargaining agreement; and

WHEREAS, the parties have agreed in principle to a one-year extension of the collective bargaining agreement for the period of July 1, 2020 - June 30, 2021.

NOW THEREFORE, the Association and the District agree as follows:

1. Unless otherwise specified herein, the terms and conditions of the collective bargaining agreement between the parties for the period of July 1, 2016 - June 30, 2020, including the subsequent MOA of 2019 regarding vacation days, shall remain in effect in the new agreement.
2. The cover page of the "Agreement" and Article I, Section 102, shall be amended to effect the terms of this Agreement, as amended, shall be in effect for July 1, 2016 - June 30, 2021.
3. Article III Section 300 "Salary" shall be amended to reflect a salary increase of 2% for all unit members during the 2020-2021 school year, effective July 1, 2020.
4. Article IV, Section 404 "Cell Phone Reimbursement" shall be amended, with a new final sentence to read:


"Effective July 1, 2020 the annual reimbursement for personal cell phone use shall increase to \$900."

S. Article VU, Section 7-09 "Retirement Incentive", Paragraph, 3 shall be amended to change the sunset date of the \$25,000 incentive from June 30, 2020 to June 30, 2021,

Signed J 1, 2020



Dr. Tonia Thompson, for the District

 7/9/2020

Peter Stewart, for the Association

AGREEMENT

Between

The

City School District of the City of Binghamton,

New York

and the

Binghamton Administrative & Supervisory Association

July 1, 2016- June 30, 2020

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**ARTICLE I
RECOGNITION & CONTRACT DURATION**

100

The Association was, by order of the New York State Public Employment Relations Board dated November 6, 1977, certified as the exclusive representative for the purpose of collective negotiations with the Binghamton City School District in the determination of terms and conditions in the employment and settlement of grievances for the employees in the hereinafter enumerated titles pursuant to the New York Public Employee Fair Employment Act.

101

Unit Titles*:

Assistant Principals/Department Chairpersons Middle Schools
Assistant Principals/Department Chairpersons High School
Associate Principal - High School
Associate Principal for Student Achievement and Accountability
Assistant Director of Special Services
Dean of Students
Department Chairpersons
Director of Attendance and Pupil Services
Directors of Curriculum and Instruction
Director of Instruction ELA/Social Studies
Directors of Early Childhood through Grade 12
Director of Early Childhood and Elementary Education
Director of Health, Physical Education and Athletics
Director of Humanities
Director of Instructional Data
Director of Math, Science and Technology
Director of Planning and Evaluation
Director of Primary Education
Director of Special Services
Director of Fine Arts and World Languages
Elementary Principals
High School Principal
Middle School Principals

*Titles that are currently in use are in bold type

102

This Agreement is for the period July 1, 2016 through June 30, 2020.

**ARTICLE II
MANAGEMENT RIGHTS**

200

Except as validly limited by express provisions of this Agreement, the District reserves the right to unilaterally determine the standards for selection for employment, to direct and assign its employees, to take disciplinary action according to New York State law, to relieve its employees from duty because of lack of work in the District, to maintain the efficiency of governmental operations, to determine the method, means, personnel by which its operations are to be conducted, and to take all necessary action to carry out its mission in emergencies.

**ARTICLE III
PROFESSIONAL COMPENSATION AND WORK YEAR**

300

Salary:

2016-2017

Each Administrator who was on staff during the 2015-2016 school year and who returns for the 2016-2017 school year, shall receive a salary increase equal to two point five percent (2.5%) of his/her total 2015-2016 salary.

2017-2018

Each Administrator who was on staff during the 2016-2017 school year and who returns for the 2017-2018 school year, shall receive a salary increase equal to two point five percent (2.5%) of his/her total 2016-2017 salary.

2018-2019

Each Administrator who was on staff during the 2017-2018 school year and who returns for the 2018-2019 school year, shall receive a salary increase equal to two point five percent (2.5%) of his/her total 2017-2018 salary.

2019-2020

Each Administrator who was on staff during the 2018-2019 school year and who returns for the 2019-2020 school year, shall receive a salary increase equal to two point five percent (2.5%) of his/her total 2018-2019 salary.

2016 - 2020 Starting Salary

The following are the minimum starting base salaries for each category. The Superintendent has the discretion to recommend higher salaries without limit to the Board of Education.

CATEGORY:	
I	\$68,900
II	\$75,285
III	\$77,609
IV	\$82,396

BASA members who advance to new categories will receive a four percent (4%) promotional increase applied to the member's total salary. The promotional increase of four percent (4%) will apply to each categorical advancement. The promotional increase will occur at the time of appointment to the position. Promotional increases are in addition to salary increases due to all members for that year.

301

Category I includes the following titles:

Assistant Principals/Department Chairpersons
Assistant Director of Special Services

301.1

Effective July 1, 2013, newly hired Category I administrators will be 10.5 month employees. The employee will be treated as a 10.5 month employee for all purposes.

301.2

Dean of Students

A person holding the title Dean of Students' salary shall be 10/10.5 of Category I.

302

Category II includes the following titles:

Elementary Principals

Associate Principal of High School

Associate Principal of Student Achievement and Accountability

Director of Attendance and Pupil Services

Director of Curriculum and Instruction

Director of Instruction ELN Social Studies

Directors of Early Childhood through Grade 12

Director of Early Childhood and Elementary Education

Director of Health, Physical Education and Athletics

Director of Humanities

Director of Instructional Data

Director of Planning and Evaluation

Director of Math, Science and Technology

Directors of Special Services

Director of Fine Arts and World Languages

Director of Primary Education

303

Category III includes the following title:

Middle School Principals

304

Category N includes the following title:

High School Principal

305

Assistant Principals/Department Chairpersons, at the Middle Schools and High School, shall perform duties which have been traditionally performed by persons in those job titles. The Building Principal in each school shall have

the discretion of assigning building responsibilities to his/her Assistant Principal/Department Chairperson. Assistant Principals acting in their capacities as Department Chairpersons will observe and evaluate classroom teachers.

306

Employees shall be compensated for graduate work at the following rates:

- | | |
|---|-------|
| a) BA plus 30 hours | \$500 |
| b) MA | \$750 |
| c) Hours beyond BA 30/MA for each six (6) hours up to sixty (60) hours
for each 6 hours of graduate study taken and completed after July 1, 1993.
However, the benefit shall not be payable until July 1 st of the following year. | \$100 |
| e) Doctorate Degree (effective July 1, 1994) | \$500 |

307

Employees who have completed five (5) years of administrative service in the School District shall receive a longevity increment of \$600 effective July 1, 2017.

307A

Employees who have completed ten (10) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$700 effective July 1, 2017.

308

Employees who have completed fifteen (15) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$750 effective July 1, 2017.

309

Employees who have completed twenty (20) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$750 effective July 1, 2017.

310

Employees who have completed twenty-five (25) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$750 effective July 1, 2017.

310A

Employees who have completed thirty (30) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$1,000 effective July 1, 2017.

311

Assistant Principals/Department Chairpersons shall receive a stipend of \$450 effective July 1, 2004.

312

Work Year

312.1

The work year for Categories II, III and IV, shall be a total of 236 working days. The work year begins July 1 and ends June 30 of the following year, with 16 days paid vacation during the months of July and August.* Vacation is to be arranged between the Superintendent and administrator and scheduled

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* Modified by MOA May, 2019; revisions to be incorporated into 312.1 into successor agreement:

FOR CATEGORY II, III, & IV MEMBERS, BEGINNING WITH 2018-19, IN THE INITIAL YEAR OF HIRE:

- I. Vacation days will be earned on a rolling, cumulative basis upon commencement of work, prorated by month of start date, according to the following schedule:
 - a. July 15
 - b. August 15
 - c. September 15
 - d. October 15
 - e. November 15
 - f. December 15
 - g. January 15
 - h. February 15
 - i. March 15
 - j. April 15
 - k. Work commencing May] to June 30 1.0
2. Vacation days shall be used in accordance with Article III, Section 312 of the CBA, unless otherwise arranged at the sole discretion of the superintendent.
3. Unused vacation days in the first school year of employment may not be carried over to the following year. However, they will be converted to personal illness days, up to a maximum of 10.

FOR ALL OTHER CATEGORY II, III, & IV MEMBERS:

1. 16 vacation days shall be credited on July 1 of each subsequent school year following the initial school year.
2. Vacation days shall be used in accordance with Article III, Section 312 of the CBA, unless otherwise arranged at the sole discretion of the superintendent.
3. For each year after the initial year of appointment, up to ten (10) unused available vacation days may be carried over into the next year. The maximum number of days that would be available at the beginning of any year would be twenty-six (26), unless other negotiated agreements apply.

Where the BOCES calendar for a particular school year causes the work year to be more or less than 236 work days, neither party shall be entitled to additional work obligations or financial compensation for those days.

All administrators in any category shall not work any day identified in the Board of Education adopted calendar as "school closed." In case that school is closed for inclement weather, or other emergency closing, or closure due to the Superintendent's discretion, no administrator is obligated to report to work.

312.2

Effective July 1, 2014 the Assistant Principal and Assistant Director positions shall be reduced from 12 months (220 days) to 10.5 months (210 working days). The work year for the Assistant Principals and Assistant Directors shall begin two weeks prior to the first day of the academic year and conclude on June 30 of each year. The salary for the Assistant Principals and the Assistant Directors shall be reduced proportionately. Unused vacation days (up to to) will be allowed to carry over to use until exhausted with no end date.

If Assistant Principal/Assistant Director works approved days in capacity as an Assistant Principal/Assistant Director, he/she will be compensated at his/her per diem.

If Assistant Principal/Assistant Director attends approved professional development during July through 3rd week of August, he/she will be compensated at 1.5x teacher staff development rate per hour.

It is also understood that the Assistant Principals and Assistant Directors may apply for a summer school principal position and other administrative summer work, subject to the recommendation of the Superintendent of Schools and subject to approval by the Board of Education.

312.3

The work year for the Dean of Students is ten (10) months, September to June, beginning the first day of school in September and ending June 30 of the following year. Dean of Students shall be compensated at their per diem pay rate for each day required to work during the months of July and August.

313

In the event that a currently assigned administrator is absent for an extended period of time, a person currently in an administrative position and elevated through a Board Resolution to assume this position, shall be paid an agreed upon salary within the appropriate category.

314

The School District shall provide a substitute in the absence of the School Principal until availability of substitutes is exhausted and, when possible for other administrators as required.

315

In the event of a member's retirement, notice of four (4 months) will be given the District. If at the date of the official retirement, a permanent replacement is not available, the retiring member can work up to twenty (20) days at a per diem rate.

Any employee who enrolls in and successfully completes a prior approved graduate level course at an accredited college or university shall be eligible to receive up to \$500.00, as reimbursement for tuition, upon proper documentation. Approval of said course of study shall be by the Superintendent of Schools or his/her designee and shall be at his/her sole discretion. Only one tuition reimbursement, per school year, per employee, shall be allowed.

ARTICLE IV PROFESSIONAL BENEFITS

401 Temporary Leaves

401.1

Personal Illness: Days for personal illness will be computed on the basis of fourteen (14) days. These days are cumulative without limitation.

401.2

Personal Business: The unit member shall be entitled to take up to three days for personal business, per year, at full compensation with no deduction from pay, with prior approval and mutual agreement between the Superintendent and the employee requesting personal business days.

401.3

Family Illness: Absence for family illness may be granted upon written application at the discretion of the Superintendent. The days of absence granted shall be deducted from accumulated sick leave, unless the Superintendent in individual cases and in his/her discretion directs that the day shall not be deducted. The Superintendent may terminate said leave at any time.

401.4

Family is defined as members of an administrator's immediate family or person living in the administrator's home. ("immediate family" is defined as follows: father, mother, stepfather, step-mother, grandfather, grandmother, step-son, step-daughter, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew and grandchild).

401.5

Administrators may participate in a Sick Leave Bank provided they contribute sick days to the sick bank prior to 9/15 of each year and mid-year hires within two weeks of hire date. An administrator may draw from the Sick Leave Bank provided:

- a) He/she has exhausted his/her own sick days; and vacation days within the current school year. A sick leave applicant who has exhausted all his/her sick and vacation days of the current school year may request from the Superintendent of Schools additional leave to conduct personal business that may come up prior to the end of the school year. Such requests shall not be unreasonably denied.
- b) He/she has furnished a physician's statement in writing demonstrating the need for additional sick leave and,

- c) The Sick Leave Bank Screening Committee approves the application, with consideration of the following data:
- Attendance data from the prior three years
 - Past requests/approvals from the Sick Bank Committee
 - Urgency of the situation: elective surgery versus treatment for a life threatening condition

Any administrator participating in the Sick Leave Bank will be limited to withdrawing from the bank up to a total of sixty (60) days in succession. When an illness extends beyond sixty days, the administrator may reapply to the Screening Committee for further coverage.

The Sick Leave Bank Screening Committee shall consist of three District appointees and two BASA appointees. Decisions of said committee shall not be subject to grievance procedure.

The District shall contribute one hundred (100) days to the bank for the 2004-2005 school year and will replenish all or part of these days whenever the bargaining unit members' contributed days have been exhausted.

The bargaining unit shall not be allowed to annually contribute more days than a number derived by multiplying the number of bargaining unit members by two.

401.6

Other leave days: Days of absence will or may be granted to the employee with no deduction from compensation as follows:

- a) Days for religious observance, as requested, according to the Commissioner's Regulations will be granted.
- b) Professional leave days may be granted to attend conferences, workshops, professional programs, and professional organizations, for the purpose of improving instruction, administration of instruction or improving administrative procedure of the School District. Said days may be granted upon recommendation of the Superintendent and approval of the Board of Education.
- c) Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, or for the performance of jury duty, or in the Superintendent's discretion for any other legal proceeding if the employee is required by subpoena and/or summons to attend.
- d) In a case where an employee is quarantined by action of the Health Department in his/her place of residence because of illness or a contagious disease contracted within the course of employment by contact with a student or another School District employee, accumulative sick leave shall not be charged and salary deductions shall not be made for duration of the quarantine period or such other periods the School Doctor shall certify as requisite or prudent.

401.7

Personal property loss: The School District will reimburse an employee for loss or damage to personal property caused by unusual or disruptive occurrence or happening in the course of employment.

402

Extended Leave

402.1

Other Leaves: A leave of absence for a period not to exceed one year may be granted upon recommendation of the Superintendent and with the approval of the Board of Education, such leave shall be without compensation or benefits and such time shall not be considered as time served with the School District for service credit, seniority or salary placement. The employee, upon return to active service, shall be then entitled to restoration of credit for accumulated sick days and will, for purposes of salary placement and service credit, be entitled to restoration of service time accrued prior to commencement of the aforementioned unpaid leave.

402.2

The District will make leaves of absence available to unit members in accordance with the Family and Medical Leave Act of 1993 (See Board of Education Policy 6145 adopted 11/20/07).

403

Other fringe benefits

403.1

Health Insurance:

Effective as soon as possible after July 1, 2008, the District shall make available to all unit members two (2) health insurance plans (See Appendix A).

Plan I: Blue Cross Blue Shield of Central New York Region wide Plan Option II This health insurance plan is the indemnity plan offered since January 1, 1999. There are to be no changes to existing language for this plan.

Plan II: Blue Cross Blue Shield of Central New York Region wide Blue PPO-Plan H.

The PPO-Plan H shall have the following benefits:

- a. \$10 to copay per office visit**
- b. \$50 copay per emergency room visit to be waived if admitted**
- c. \$250 copay per hospital admittance for unlimited days**
- d. \$5/\$15/\$30 prescription retail copay with 2 copays for mail order on 90 day supply**
- e. \$10 copay for annual physical for all insured dependents**
- f. \$10 copay for vision exam every 12 months**

It is further agreed that co-pays for prescription drugs and the utilization of the mail order prescription drug plan will be reviewed to become more cost effective for the teachers and the School District.

As an employee option, the District will pay up to the same amount of premium equivalent toward the cost of a locally mutually chosen health maintenance organization. The person will pay the difference.

Employees who submit claims in accordance with the procedures established by the Plan shall have said claims paid in a timely manner to the extent of the coverage provided, so that an employee shall suffer no financial loss as a result of the slow payment of a claim. An employee shall be considered to have suffered no financial loss if the Claims Administrator pays a claim within forty-five (45) days of receipt of the necessary data.

All other terms and provisions of the collective bargaining agreement in regard to the health insurance plan shall remain in full force.

Such program shall be available to all retirees and the District shall pay 40 percent of the family costs and 50 percent of the individual costs of plan coverage. The plan shall be reviewed in May of each year.

The District reserves the right to change the health plan administrator provided that the plan benefits are equal or better than the plan coverage provided under the current plan.

403.2

In order to assist the District in cost saving measures in the area of health insurance, the Association agrees that:

- a) *Co-pay rates for prescription drugs* for Classic Blue (Indemnity) will follow the Three-Tiered Blue Cross/Blue Shield Plan at co-pay rates of \$3.00 for Tier 1 Prescriptions, \$5.00 for Tier 2 Prescriptions and \$20.00 for Tier 3 Prescriptions, effective July 1, 2003.
- b) Administrators will endeavor to reduce prescription costs by mail order purchases where said prescription will require long-term usage of medication. The District shall provide sources, current prices, and lists of available medications by mail order to each administrator.
- c) Where an administrator plans to submit to elective surgery, the District shall have the right to require a second opinion, provided the District pays the cost.
- d) The District shall have the right to require that the Plan Administrator shall audit all hospital and physician's bills.
- e) The District may establish an employee education program for the purpose of making administrators aware of insurance benefits and costs. Said program may include an annual summary of charges incurred by each administrator, but individual administrator's names will not appear on any summary to be publicized in such a program.

- f) The District and Association agree to comply with all state and federal laws concerning generic drugs
- g) The annual major medical deductibles shall be one hundred twenty-five (\$125.00) dollars for individual coverage and three hundred twenty-five (\$325.00) dollars for family coverage.
- h) The payment of benefits as described in the District medical benefits plan will be made as determined on the basis of the submission of proof that a charge fee or expense has been incurred. Payment of covered hospital in-patient charges will be made by a two-party check payable to the hospital and the covered person, or parent or guardian of the covered person if the covered person is a minor or mentally or physically totally disabled. The payment check will be sent to the individual payee to be endorsed and forwarded to the hospital. Payment of benefits to other service providers may be made directly to the service provider. However, any reimbursement by the plan for a charge, fee or expenses paid by an individual will be disbursed to that individual who paid the charge, fee or expense.
- i) The parties agree to participate with a preferred provider for health services for employees covered by this Agreement. Employees so covered shall maintain the right to determine the health services provider of their choice without penalty.
- j) **Right of Reimbursement and Assignment of Proceeds**
The term "Third Party" means a person or organization other than the Covered Person. No benefits shall be paid under any coverage of this Plan with respect to any injury or sickness for which a Third Party may be liable or legally responsible. However, subject to the provisions of this Section, the Plan will pay such benefits provided that the Covered Person (or his or her legally authorized parent, guardian, or representative) shall comply with the following conditions:
 1. Prior to payment of any such benefits under this Plan, the Covered Person and the legal representative of the Covered Person shall agree, in writing, to provide the Claims Administrator and the Fund Administrator with written notice whenever a claim is commenced against and/or recovery is received from any Third Party (or insurer or surety thereof) for damages as a result of the injury or sickness; and
 2. Prior to payment of any such benefits under this Plan, the Covered Person and the legal representative of the Covered Person shall agree, in writing, to reimburse the Plan in accordance with this Section for any benefits paid by the Plan on account of such injury or sickness; and

3. Prior to payment of any such benefits under this Plan, the Covered Person and the legal representative of the Covered Person shall provide, in writing, an assignment of proceeds in favor of the Plan in the amount of any benefits paid by the Plan on account of such injury or sickness; such assignment to be valid against any Judgment, Settlement, or recovery in any manner received from such Third Party or such Third Party's insurer or surety.

The conditions herein set forth shall not apply to any benefits payable under Medicare Supplementary coverage, or to any amount received by the Covered Person under any other insurance policy or certificate issued to the Covered Person or to any Dependent of an Employee covered hereunder.

The amounts to be recovered by the Plan pursuant to the provisions hereof shall not be reduced by any attorney's fees, court costs, or other disbursements.

- k) The Binghamton City School District shall provide a flexible spending/cafeteria plan pursuant to Internal Revenue Code Section 125 which shall be used for purposes of the payment by employees of health care premium equivalents, uncovered health care expenses, uncovered dental expenses, child care expenses, optical care and other uncovered medical and/or health expenses as permitted by regulations of the Internal Revenue Service. It is understood that this flexible spending account/cafeteria plan shall allow the employee to pay these expenses with pre-tax dollars. The initial startup cost of this plan shall be paid by the Binghamton City School District. Any monthly expense or administration fee for belonging to or participating in said plan shall be paid for by the employee through payroll deduction. There shall be no obligation on the part of the District to provide this plan unless a minimum of twenty-nine (29) employees elect to participate in the plan. This plan shall only be offered so long as it is permitted by the Internal Revenue Code and Internal Revenue Service regulations.

For 2015-2016, all employees shall contribute 12% toward the annual premium for the medical plan.

From 2016-2017 through 2019-2020, all employees employed as an administrator as of June 30, 2017 shall contribute 12% toward the annual premium for the medical plan. Anyone hired or promoted to an administrator position on or after July 1, 2017 shall contribute 15% toward the annual premium for the medical plan each year.

- m) Inpatient admissions for alcoholism and substance abuse, mental illness and nervous disorders shall be treated like any other illness.
- p) All services are reviewed and covered based on medical review.

403.3

Dental Plan: A non-contributory Dental Insurance Program with coverage for each employee and his/her dependents shall be provided by the School District and will be reviewed annually.

403.4

Annuities: The School District will make provisions for salary deductions provided the School District shall not be required to transmit payment for more than twelve carriers, so that each employee, upon written authorization to the School District thereof may participate in the tax sheltered annuity program.

403.5

Payroll Deduction: The Board will make provisions for deductions of a constant amount from the payroll and transmission of payment to financial institution for each unit member who has given written authorization.

403.6

Payroll Deduction: The School District will make provision for deductions of a constant amount from the payroll and transmission of payment to the treasurer of the Association for each unit member who gives written authorization.

403.7

Subject to the following, the Board of Education shall deduct from the salary of current members of the Association and any new employee who is included in the unit after July 1, 1985, but is not a member of the Binghamton Administrative and Supervisory Association an amount up to the equivalent of dues payable by a member of the BASA. The Board of Education agrees to an Agency Shop Fee deduction provision, as authorized by law, upon the following conditions:

1. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law and other relevant statutes and case law;
2. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association provided by the law.

404

Cell Phone Reimbursement

The District will provide to each unit member the sum of \$600 per year for cell phone reimbursement. This benefit is expressly conditioned upon the unit member utilizing his or her personal cell phone for purposes connected with the performance of official duties. So long as the unit member utilizes his or her personal cell phone for business purposes, that individual shall be reimbursed \$600 per year during the term of active service. This benefit shall be provided in lieu of the District providing a District owned cell phone to the unit member. In the event that the employee chooses to receive a District owned cell phone, the cell phone reimbursement shall be inapplicable. The option whether to choose a District owned cell phone or the reimbursement shall generally be that of the employee unless, for any reason, the employee's personal cell phone is unusable or does not have requisite coverage or cannot provide the cell phone coverage necessary for effective and efficient contact with the unit member. In any month in which the employee does not render active service, the cell phone reimbursement shall not be applicable.

405

Technology Allowance

Each unit member shall be entitled to a technology allowance of up to \$750 per year for the purchase of, rental, or month expenses in connection with the acquisition of any technology related device or apparatus which is work related and reasonably necessary to carry out the duties of their position. This benefit shall only be available upon prior approval for the purchase or acquisition of said device or apparatus, and provided that the employee is able to establish that the device is work related and beneficial to the performance of the employee's duties as an administrative staff member of the Binghamton City School District.

When the technology device is purchased, it shall become the property of the individual Administrator, once purchased, following proper approval from the Superintendent or the Superintendent's designee.

**ARTICLE V
PROTECTION OF ADMINISTRATORS**

500

No administrator shall be required to use his/her personal automobile to transport students or other persons within or outside the School District.

501

The Association reserves the right to request periodic meetings with the Superintendent to discuss concerns of its membership.

**ARTICLE VI
GRIEVANCE PROCEDURE**

600

Definitions

601.1

Employer: The Board of Education, City School District of the City of Binghamton, New York.

601.2

Employee: Any person covered by this Agreement employed and compensated by the Board of Education in a professionally centered area as defined by the Commissioner of Education of the State of New York.

601.3

Employee's Representative: Any person selected by an employee to represent him/her in formal grievance procedures, said person being termed "employee's representative" regardless of occupation or profession.

601.4

The term "grievance shall mean:

- a) A complaint by an employee covered by this Agreement that there has been as to the employee a violation or misinterpretation of this Agreement. However, no grievance may be presented in the grievance procedure described herein, unless the Binghamton Administrative and Supervisory Association approves the same and agrees that the same constitutes a grievance as defined herein. Nothing contained herein shall grant to any employee the right to file a grievance independent of the Association.
- b) A complaint by the Association that there has been a violation or misinterpretation of this Agreement affecting a covered employee or employees.

602

Procedures

602.1

Informal-Stage I: The Binghamton Administrative and Supervisory Association shall present its grievance to the Chief School Administrator, either directly or through its representatives. If the grievance is not resolved at the District level within five (5) work days, initiate action to implement Stage II.

602.2

Formal - Stage II: The Association shall inform the Chief School Administrator of its intent to institute Formal Proceedings and present the grievance in writing to him/her. This document shall state the nature of the grievance, the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and the reasons for dissatisfaction with action taken during informal proceedings. The Superintendent or his/her designee shall study the grievance. This may involve conferences with the Association or its representatives. Following study, the Superintendent or his/her designee will render his/her written decision to the Association no later than ten (10) work days following written receipt of the grievance as outlined in Stage I. If the Association rejects the decision, it may elect to go to Stage 3.

602.3

Stage III

- 1) The Association not satisfied with the disposition at Stage II may submit the grievance to advisory arbitration by written demand served upon the employer and the American Arbitration Association within ten (10) work days from the conclusion of Stage II.
- 2) The Arbitrator shall be selected pursuant to AAA Rules and the parties shall be bound by the Rules Procedures of the AAA. The cost shall be borne equally.
- 3) If the Arbitrator's written advisory decision is acceptable to the Association and the Superintendent of Schools, the grievance shall be resolved in accordance with such decision. If either the Association or the Superintendent of Schools disagrees with the Arbitrator's advisory opinion, such party shall notify the other party within fifteen (15) working days from receipt of the Arbitrator's decision.

In the event of disagreement by the Association or Superintendent of Schools, the Association may, within fifteen (15) work days from receipt of or sending to the Superintendent of Schools a notice of disagreement, make a written request to the Board of Education, with a copy to the Superintendent, for review and final determination by the Board of Education.

- 4) The Board shall, within twenty 20 work days from receipt of a request for review conduct a hearing on the grievance, at which the parties may appear and give evidence.

602.4

No grievance shall be entertained under the aforesaid provisions and shall be deemed waived unless the grievance is presented at Stage I within sixty (60) days after the occurrence of the alleged violation or misinterpretation of this contract.

ARTICLE VII OTHER PROVISIONS

701

The School District will provide a copy of this Agreement and the agreements of all other bargaining units to each administrator.

702

It is the intention of the Superintendent of Schools to continue regular monthly meetings known as Superintendent's Administrators' Council. One of the functions of said Council is to provide a forum for administrators to articulate their concerns and to make suggestions concerning the operation of the School District; the Association may and is encouraged to submit to the Superintendent of Schools agenda items for the aforesaid meetings.

703

The use of school buildings shall be permitted for Association business without cost at reasonable times for meetings with the approval of the Superintendent. Application for use of a school building is to be made on forms provided by the Business Office. If a building is to be used at a time other than a time when it is ordinarily staffed by a custodian, the Association will pay the overtime cost for necessary custodial staffing.

704

The District will continue its policy of requesting recommendations of its administrative employees as to hiring, terminating and transferring of staff when said staff is under the jurisdiction of the administrative employee.

705

The employees will have the right to review, upon request to the Superintendent, the contents of their personnel files excepting confidential matter and may be permitted by the Superintendent to make copies of the documents in it. The employee may request a representative of the Association

to accompany the employee during review. The District shall endeavor to advise the employee of documents, other than confidential, which are to be placed in the employee's files and the employee should be requested to review and sign the documents. In any event, the employee in reviewing his/her file should sign any unsigned documents. The employee may file a response to any material placed in his/her file.

706

The parties to this Agreement recognize it to be in the best interest of the District to properly relate administrative responsibility and to clearly define the role of administrators in the management of the District.

707

There shall be established a committee to develop rules and procedures for determining a seniority list of the employees in this unit, and the committee shall devise a process by which the calculation of seniority and the determination of a list will be an annual process and a permanent part of the Collective Bargaining Agreement.

708

SHARED DECISION MAKING

We believe that public interest is best served through assuring the availability of high quality education for all and that knowledgeable, ethical, and effective administrators are essential to achieving educational excellence.

We believe that in successful and effective schools administrators play a key role.

We support shared decision-making as long as the decision-making process is a consensus model. We believe that when dedicated people do the necessary research and have access to all of the available information, they will generally agree upon a decision. All parties must continue to work for what is best for our students.

In shared decision-making matters related to personnel practices, all parties must recognize that due process must be maintained for all personnel. Parties must all realize that as established by law administrators have a legal responsibility and authority to make some decisions.

Above all, we share the belief that the shared decision-making process does not mean a shift in the decision-making from autocracy to oligarchy, but does mean a change in the way we approach decisions and a commitment to gathering information, sharing it with others, and reaching consensus.

Finally, we believe that all Binghamton City School District administrators function as one team, working cooperatively with each other to solve problems and to make decisions with the interests of the students as the driving force.

It is our strong belief that all administrators in the Binghamton City School District be involved in the instructional process in some way, and that this involvement includes persons in all positions.

RETIREMENT INCENTIVE

Each employee who is eligible for New York State Retirement, and is at least fifty-five (55) years of age during the life of this agreement shall be eligible for a retirement incentive. Eligible employees who seek to obtain this benefit must give the Binghamton City School District four (4) months (or less at the discretion of the Superintendent) advance notice of their intention to retire.

The member must have tenure in the district to be eligible for the retirement incentive.

The retirement incentive shall be \$20,000 based on ten (10) or more years of service in the district, except that such amount shall increase to \$25,000 effective July 1, 2016 and shall sunset on June 30, 2020, at which time the retirement incentive shall revert back to \$20,000. Less than ten (10) years of service the will be at the rate of \$2,000 per year. Such contribution will be made to a 403(b) program able to accept Employer contributions as defined in the Internal Revenue Code. This contribution will be processed within thirty (30) days of retirement.

No Cash Option-

No Employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) except as described herein. (See paragraph 4.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 Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former Employee's 403(b) account, the Contribution Limit shall be based on the Employee's compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former Employee after the fifth taxable year following the taxable year in which that Employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable contribution limits, the employer shall handle the excess amount as follows:

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

B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403 (b) amount. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

403(b) Accounts -

Employees receiving a contribution according to this article shall be required to select a 403(b) account designated to accept Employer Non-elective Contributions. Employer contributions shall be deposited into the 403(b) account selected by the Employee.

Tier I Adjustments -

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

Contributions under this Article shall be subject to Internal Revenue Service 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 the 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 Article shall further be subject to the approval of the 403(b) provider, which shall review the provisions hereunder, solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.

Both the Employer and the Employee shall provide accurate information to the 403(b) provider regarding the Employee's elective, the Employer Non-elective Contributions, and the amount of the Employee's compensation.

710

PROFESSIONAL DEVELOPMENT

The district/superintendent will make every effort to supplement the \$750 with additional sources of funding so that every administrator will have opportunities for professional development. The Assistant Superintendent of Instruction and the President of BASA will collectively communicate

additional professional development opportunities and available funds to support professional development opportunities beyond the supplemental \$750.

If Assistant Principal/Assistant Director attends approved professional development during July through-3rd week of August, he/she will be compensated at 1.5x teacher staff development rate per hour.

711

UPCOMING NEGOTIATIONS

BASA and the district will continue negotiations to research and discuss Domestic Partner benefits in upcoming negotiations.

ARTICLE VIII

800

In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unconstitutional or illegal, it shall be null and void and unenforceable. Such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

801

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY THE AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.