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Employer Name: **Binghamton City School District**

Union: **Binghamton Administrative & Supervisory Association, Empire State Supervisors and Administrators Association**

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AGREEMENT

Between

the

CITY SCHOOL DISTRICT

of the

City of Binghamton, New York

and the

BINGHAMTON ADMINISTRATIVE & SUPERVISORY

ASSOCIATION

Of the

Empire State Supervisors and Administrators Association

July 1, 2009 - June 30, 2012

BY AND FOR THE BOARD OF SUPERVISORS
OF THE CITY SCHOOL DISTRICT

BY AND FOR THE ASSOCIATION

AT BINGHAMTON, NEW YORK

7/1/09 - 6/30/12

AD 14616

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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
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
Directors of Special Services
Director of Fine Arts and Foreign Language
Elementary Principals
High School Principal
Middle School Principals

102

This Agreement is for the period July 1, 2009 through June 30, 2012.

**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:

2009-2010

Each Administrator who was on staff during the 2008-2009 school year and who returns for the 2009-2010 school year, shall receive a salary increase equal to three point seven percent (3.7%) of his/her total 2008-2009 salary.

2010-2011

Each Administrator who was on staff during the 2009-2010 school year and who returns for the 2010-2011 school year, shall receive a salary increase equal to three point seven percent (3.7%) of his/her total 2009-2010 salary.

2011-2012

Each Administrator who was on staff during the 2010-2011 school year and who returns for the 2011-2012 school year, shall receive a salary increase equal to three point seven percent (3.7%) of his/her total 2010-2011 salary.

2009 – 2012 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	\$ 72,180
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 Middle and High Schools
Department Chairpersons
Assistant Director of Special Services

301.1

Dean of Students

A person holding the title Dean of Students' salary shall be 10/12 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 ELA/Social Studies
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 Foreign Language
Director of Primary Education

303

Category III includes the following title:
Middle School Principals

304

Category IV 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 | \$100 |
| d) For graduate hours beyond the 60 hours, the District shall pay \$100 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. | |
| 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 \$650 effective July 1, 2000.

307A

Employees who have completed ten (10) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$550 effective July 1, 2004.

308

Employees who have completed fifteen (15) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$500 effective July 1, 2004.

309

Employees who have completed twenty (20) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$550 effective July 1, 2004.

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 \$650 effective July 1, 2004.

311

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

312

The work year shall be a total of 220 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 between July 1 and two weeks prior to the opening of school. Where School District activities may require work during the vacation period, arrangements may be made for compensatory vacation time or a per diem pay for each day worked.

The work year for the Dean of Students is 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.

316

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: At full compensation with no deduction from pay, personal business days may be granted with no deduction from sick leave by mutual agreement between the Superintendent and an 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, step-father, 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.

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:

The parties have agreed that the Binghamton City School District shall establish and operate a self-insured health benefits program which shall be administered by a third-party administrator selected by the Binghamton City School District. The terms of the health benefits program are set forth in detail in a medical plan document dated May 3, 1991 and agreed upon by the parties.

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* 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 start up 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.

- l) For 2009-2010, all employees shall contribute \$650 for individual coverage or \$1400 for family coverage toward the annual premium equivalent for the medical plan.

For 2010-2011, all employees shall contribute \$700 for individual coverage or \$1525 for family coverage toward the annual premium equivalent for the medical plan.

For 2011-2012, all employees shall contribute \$750 for individual coverage or \$1650 or 10% of the annual premium, whichever is less for family coverage toward the annual premium equivalent for the medical plan.

- m) Inpatient admissions for alcoholism and substance abuse shall be limited to four continuous periods of confinement as lifetime maximum.
1st Visit - All charges covered
2nd Visit - All charges covered

3rd Visit - \$500 deductible
4th Visit - \$1,000 deductible

- n) Inpatient Mental Illness and Nervous Disorder Care shall be covered under Major Medical.
- o) There shall be a lifetime infertility benefit limit of \$10,000.00 per covered participant.
- p) In order for a covered participant to obtain reimbursement or payment for charges for services and supplies that are medically necessary and are usual, customary and reasonable, and are covered charges eligible for benefits under this plan, a pre-admission certification and pre-service authorization must be obtained from the plan's case management consultant. Payment of covered hospital expenses incurred by covered persons who fail to obtain pre-admission certification will be reduced by \$100.00 of the amount of the covered hospital expense that the plan would otherwise pay.

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 law.

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 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 administrator 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.

709

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 retirement incentive shall be \$20,000 based on 10 or more years of service in the district. Less than ten (10) years of service the will be at the rate of \$2,000 per year. The member must have tenure in the district to be eligible for the retirement incentive.

The employee shall have the option of receiving a lump sum retirement incentive payment; payment to an established 403b retirement plan and/or payment of the employee's share of the health care premium equivalent until said retirement incentive is exhausted. The employee has the discretion to choose one or more of the retirement incentive payments listed above. The employee may choose to use all or part of the retirement incentive as payment for the employee's share of the health care premium. Thereafter, the payment of the employee's share of the premium equivalent shall be the responsibility of the employee. In the event that the employee dies before the retirement incentive benefit has been fully exhausted, then said employee's surviving spouse shall be eligible to continue family or individual coverage until the incentive is depleted or receive the remaining lump sum of the retirement incentive.

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.

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.

CITY SCHOOL DISTRICT OF THE
CITY OF BINGHAMTON, NEW YORK

By Peggy J. Wozniak 5/13/09
Peggy J. Wozniak, Ed.D. Date
Superintendent of Schools

BINGHAMTON ADMINISTRATIVE &
SUPERVISORY ASSOCIATION OF THE
EMPIRE STATE SUPERVISORS AND
ADMINISTRATORS ASSOCIATION

By Tonia L. Thompson 5.13.09
Tonia L. Thompson Date
President