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BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT
Bayport, New York

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between The

BAYPORT-BLUE POINT BOARD OF EDUCATION

And The

BAYPORT-BLUE POINT ADMINISTRATORS' ASSOCIATION

July 1, 2008 - June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

FEB 01 2010

ADMINISTRATION

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Principles Governing Relationships Between the Board of Education of Bayport-Blue Point Union Free School District and the Bayport-Blue Point Administrators' Association.

PREAMBLE

The Board of Education of Bayport-Blue Point Union Free School District and the Bayport-Blue Point Administrators' Association recognize that the development and operation of education programs of the highest quality, for the benefit of the students and the community of Bayport-Blue Point, is a common responsibility which requires, for its effective discharge, consultation among the Board, the Superintendent of Schools, the Bayport-Blue Point Administrators' Association staff, the members of the teaching staff, and/or their respective representatives. Since these groups have the same ultimate aim of providing the best possible educational opportunity for all pupils enrolled in the schools consistent with community resources, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education and the Bayport-Blue Point Administrators' Association staff can best attain their common objectives and discharge their common responsibilities if each utilizes his/her ability, experience, and judgment of the other in formulating policies and making decisions that involve matters of mutual concern and which affect the quality of Bayport-Blue Point's educational program. It is the purpose of this Agreement to set forth the policies and standards governing such matters of mutual concern to the parties.

This agreement is made and entered into on this 26th day of June, 2008, by and between the Board of Education of Bayport-Blue Point Union Free School District (hereinafter referred to as the "Board") and the Bayport-Blue Point Administrators' Association (hereinafter referred to as "BBAA").

ARTICLE I - Recognition:

- A. It is recognized that school administration is a profession requiring specialized educational qualifications and that the quality of the education programs conducted in the public schools of Bayport-Blue Point depends to a very significant degree upon the quality of the administrative service. It is recognized that the professional preparation of administrators qualifies them to make significant contributions to the conduct of educational affairs of the district and to the determination of policy and program.
- B. BBAA, as the organizational representative of the administrators, recognizes the paramount responsibility of the Board for the operation of the Bayport-Blue Point Union Free School District.
- C. The Board recognizes the responsibilities of the BBAA for maintaining and improving standards of professional practice.
- D. The Board and BBAA recognize their responsibilities toward each other and the community for negotiating in good faith and seeking agreement on matters of mutual concern. Neither will demean the process, and both recognize that the controlling determinant of policy development and implementation is the quality of the educational program and the welfare of the children.
- E. In accordance with the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act), the Board recognizes BBAA as the exclusive representative of the building principals, assistant principals, and directors.

ARTICLE II - Negotiations Procedures:

Establishment:

1. To foster mutual participation in the discussion of educational policies, and to make available to the Board of Education the views and the professional expertise of the building principals, negotiations shall be established.
2. The purpose of these meetings shall be to negotiate on appropriate matters which affect the collective interests of the members of the unit described.
3. Procedures governing negotiations shall be established by mutual accord not later than February 1st of any subsequent year in which this agreement is open for amendment or termination.

ARTICLE III - Policy:

The Office of the Superintendent of Schools shall establish an administrative handbook to formulate and organize regulations designed to properly administer the educational needs of the district.

ARTICLE IV - Administrators' Compensation:

A.1 Salary Schedule

Salary increases as follows:

	<u>2008-09*</u>
Director of Phys Ed/Health/I.S.	\$14,000
Director of Technology	\$ 5,000
Middle School Principal	\$10,000
Elementary Principals	\$ 3,000
High School Asst. Principal	\$ 8,000
Middle School Asst. Principal	\$ 3,000

*2008-09 Salary Schedule for administrators hired prior to July 1, 2008.

	Eff. 7/1/09	Eff. 7/1/10	Eff. 7/1/11
	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Directors	\$6,000	\$6,500	\$7,000
Secondary Principals	\$8,000	\$8,500	\$9,000
Elementary Principals	\$6,000	\$6,500	\$7,000
Assistant Principals	\$5,000	\$5,500	\$6,000

A.2 Mileage Reimbursement

Administrators who are required to travel in their own vehicles during or beyond the school day shall be reimbursed at the mileage rate approved by the Board of Education.

B. Work Year:

1. Administrative work year shall be twelve (12) months, July 1-June 30, effective July 1, 1991.
2. Administrators shall work no more than 240 days per year, as approved by the Superintendent of Schools.
3. Snow days shall continue to be administered as in the past.
4. Administrators requested by the Superintendent to work beyond their work year shall be compensated at the per diem rate of 1/220th of their annual salary. These additional days shall be only for purposes that extend beyond the expected normal and regular responsibilities associated with any administrator's role and position and beyond the work year as defined above.

C. Vacation Days:

Thirty (30) vacation days shall be credited to each member of the bargaining unit effective July 1 of each school year. Vacations days shall be subject to the approval of the Superintendent of Schools. All vacation days must be applied for prior to June 1 of each school year. Vacations may be requested to be scheduled at any time during the period July 1-June 30. Vacations days credited must be used within the school year and they shall not be cumulative. However, effective July 1, 2005, a maximum of (5) unused vacation days may be sold back to the District at the per diem rate of 1/220th.

D. Holidays:

Martin Luther King Jr. Day, Presidents' Day, Holy Thursday, Good Friday, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Veterans' Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day.

E. Increases:

Any increase may be withheld if performance is considered unsatisfactory by the Superintendent of Schools, subject to appeal to the Board of Education.

ARTICLE V - Professional Evaluation:

Administrative Evaluation:

1. Each administrator's evaluation shall be based on the approved job description. The Superintendent of Schools will meet with each principal and district administrator early in each school year and mutually decide upon goals and objectives for that administrator for that school year. Each administrator shall have an end-of-year conference scheduled with the Superintendent. The purpose of this conference will be to delineate progress made toward the achievement of those goals and objectives set forth earlier in the school year. The results of this conference will be committed to writing and will represent the written evaluation for that administrator for that school year.

In the event the Superintendent of Schools is not going to recommend an administrator for tenure, the evaluation, evaluation conference, and recommendation shall be made no later than sixty (60) days prior to the expiration of the probationary period. In the case of high school and middle school assistant principals, evaluations will be made by the building principal with input and comment by the Superintendent of Schools.

2. No material shall be placed in an administrator's file unless the administrator has had an opportunity to read the material. The administrator shall acknowledge that s/he has read such material by affixing his/her signature to the file copy. The signature shall indicate that s/he has read the material to be filed, and shall not necessarily indicate agreement with its content. The administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his/her response shall be attached to the file copy.
3. No persons other than the administrator's supervisors and the Board of Education shall examine an administrator's file.
4. An administrator's official personnel file shall not be removed from district premises except in compliance with legal processes.

ARTICLE VI - Miscellaneous Provisions:

A. Commitments:

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

B. Inconsistency:

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Contrary to Law:

If any provision of this agreement or any application of the agreement to any administrator and/or supervisor or group of administrators and/or supervisors shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Health Insurance:

All members will contribute 15% to the District health insurance plan.

An employee whose spouse is afforded family health insurance under the Empire Plan, shall not be afforded health insurance hereunder. However, should the spouse have to pay for said coverage, and/or should the employee have to pay a greater co-pay than would otherwise have to be paid if health insurance was provided, then in that event the employee shall be reimbursed up to a maximum of 50% of the premium.

Employees entitled to health insurance may opt to waive and forego this insurance and, in that event, shall receive 50% of the premium.

E. Dental Insurance:

The Bayport-Blue Point Union Free School District shall pay 100% of the cost of individual coverage. Family coverage will be provided if requested with the cost being paid by the individual employee.

F. Accumulation of Sick Leave:

Administrators will be permitted to accumulate a maximum of 220 days of sick leave. Sick leave will be accumulated on the basis of 22 days per year, 20 days per year for **NEW HIRES**, hired after March 1, 1992.

G. Unused Sick Days:

Upon retirement, administrators will be compensated for unused sick days at the rate of one (1) day for every three (3) accumulated. The rate shall be at the per diem rate of 1/220th. The total number of compensated days may not exceed seventy-three (73) days.

Those hired on or after September 1, 1997 are not eligible for this sick leave buy out. Those hired prior to September 1, 1997 are entitled to sell back to the district a maximum of fifteen (15) sick days each year which will be paid at a 1-for-3 rate. The number of days actually paid to the administrator will be deducted from the number of days the employee may otherwise be entitled to be paid for upon retirement.

H. Sick Leave Bank:

The Sick Leave Bank is attached as Appendix A.

I. Life Insurance:

Refer to Appendix B, "Agreement for Split-Dollar Life Insurance" attached.

J. Consultation:

Whereas the contractual arrangements negotiated with other employees affect the working conditions of the BBAA, due consideration shall be given to consultation with BBAA members while said negotiations are in progress.

K. Printing:

Copies of this agreement shall be printed at the expense of the Board of Education and distributed to all members of the BBAA now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

L. Legislative Implementation:

Any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

M. Personal Leave:

Administrators will be granted five (5) days personal leave with the permission of the Superintendent of Schools or his designee. Any unused personal leave shall be credited to sick day accumulation at the end of the school year.

N. Personal Property:

Each member of the bargaining unit may be compensated for personal property damage up to an amount not to exceed \$500 per year. Any compensation shall be for any amount not covered by an individual's own insurance. The individual may be required to submit evidence of claim and/or insurance coverage. The district's total liability under this provision shall not exceed \$3,000 per year.

O. Board Meetings:

Each administrator shall attend at least one Board meeting per month as determined by the Superintendent of Schools, subject to approved vacations. Upon request to and approval from the Superintendent of Schools, an administrator may be excused from such attendance.

P. After-School Functions:

Administrators shall attend school and/or PTA/SEPTA functions after regular school hours, as reasonably required by the Superintendent of Schools, with no additional compensation. It is not expected that an administrator will normally be required to attend more than two PTA/SEPTA/other school functions per month, but same may be required at the reasonable discretion of the Superintendent of Schools.

ARTICLE VII - Professional Growth and Development:

The District will encourage professional growth activities such as attendance at workshops and local, state, regional, and/or national conferences. Up to three (3) Association members per year will be permitted to attend a national professional association conference. Money will be appropriated in the budget to provide for administrative attendance at state, regional, or national conferences each year. BBAA membership attendance at all conferences and professional growth activities shall be with the approval of the Superintendent of Schools.

In addition, administrators may be required to attend workshops and/or conferences. Any administrator who, voluntarily or at the direction of the Superintendent of Schools, attends a workshop or conference shall, at the discretion of the Superintendent, prepare a written report to the Superintendent discussing the conference/workshop attended.

ARTICLE VIII - Grievance Procedure:

A. Purpose:

It is the intent of the Board of Education and the BBAA that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

B. Definitions:

1. A grievance is any dispute between the parties concerning the interpretation of the terms and conditions of this agreement.
2. A grievance may be initiated by any administrator, the BBAA, the Superintendent of Schools, or the Board of Education, any of whom may be deemed an aggrieved party.

C. Submission of Grievance:

1. An aggrieved party may be represented at any or all stages of the grievance procedure by a previously designated representative or representatives of the Association.
2. By joint written agreement of the party any of the steps outlined in the procedures for filing grievances may be waived and the grievance processed to the next higher step.
3. If the school year, as defined in the official school calendar, has ended, the term "school days" as used herein shall be construed as calendar days.
4. A grievance shall be deemed waived unless it is submitted within thirty (30) school days after an aggrieved party knew or should have known of the events or conditions on which it is based.
5. The Superintendent of Schools or the Board of Education shall present grievances to the President of the Association.
6. No grievance initiated by a supervisor shall proceed beyond Step 2 without the written approval of the President of the BBAA.

D. Procedures:

Step 1: A grievance, except a grievance which involves direct appeal to the Superintendent of Schools, shall be submitted by the grievant to his/her immediate supervisor. The parties shall attempt to resolve the grievance at this level. At the conclusion of Step 1, each party shall certify to the other in writing that a Step 1 meeting has taken place.

Step 2: If agreement is not reached at Step 1, the grievant shall reduce the grievance to writing and submit it within five (5) school days to the party to whom the informal grievance was submitted in Step 1. Such writing shall include the provision of this Agreement involved. The party to whom such written grievance is submitted shall respond in writing within five (5) school days after receipt of the grievance.

Step 3: If the grievance is not satisfactorily settled at Step 2 or if no response is received within five (5) school days, the grievant may, within five (5) school days thereafter, submit a copy of his/her written grievance, together with any response received at Step 2, to the Superintendent of Schools or his/her designee. The Superintendent of Schools, or his/her designee, shall make a determination in regard to the grievance and transmit his/her written decision thereon to the grievant within ten (10) school days thereafter. In the course of deciding the grievance, the Superintendent of Schools, or his/her designee, may hold such meetings or conferences as s/he deems necessary.

Step 4: If the grievant is not satisfied with the response received at Step 3, s/he may, within thirty (30) days thereafter, submit the grievance to non-binding arbitration. The grievant and the Superintendent of Schools shall alternately strike a total of six names from a list of seven arbitrators furnished by the American Arbitration Association, and the arbitrator remaining on the list shall hear and determine the grievance within thirty (30) days after the hearing. Except as otherwise provided herein, the rules of the American Arbitration Association shall govern.

The recommended award of the arbitrator shall set forth his/her findings of fact and conclusions, and shall be advisory upon the parties. The arbitrator shall have no power to add to or detract from the provisions of this Agreement, nor recommend the commission of an act prohibited by law.

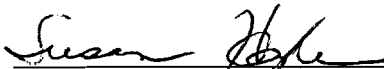
The fees of the arbitrator shall be jointly shared by the parties.

ARTICLE IX - Duration of Agreement:

This contract shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2012.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on this *19* day of *March* 2009.

BAYPORT-BLUE POINT
ADMINISTRATORS' ASSOCIATION




Susan Haske, President

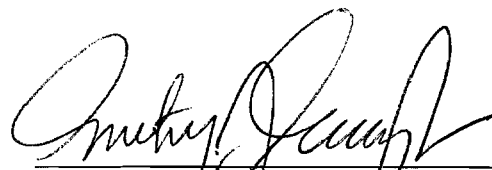
BAYPORT-BLUE POINT
BOARD OF EDUCATION



James S. March, President



Administrators' Association



Anthony J. Annunziato, Ed.D.
Superintendent of Schools

SICK LEAVE BANK

Agreement between the Bayport-Blue Point Board of Education and the Administrators' Association of Bayport-Blue Point.

WHEREAS the parties have agreed that the Sick Leave Bank hereinafter described is established,

NOW, THEREFORE, a Sick Leave Bank is hereby established to be effective July 1, 1984 upon the signing of this Agreement and to be on the following basis:

A. Definitions:

1. Prolonged and continuous illness shall be defined as a disability causing an absence from work which commences after the effective date of the Sick Leave Bank and extends beyond fifty (50) work days. In no case will payment under this provision be made during the first fifty (50) work days of the disability unless hereinafter provided.
2. Doctor shall refer to a physician, doctor, osteopath, psychiatrist or any other person duly licensed to prescribe medication or medical treatment.
3. Employee as used in these procedures includes all employees of the Board who are included in the bargaining unit for the Administrators' Association of Bayport-Blue Point who are eligible for sick leave days and who have completed one year of service. District Office administrators are also eligible.
4. Work days shall mean days which the employee would have been scheduled to work except for disability.
5. Sick Bank Committee refers to the Committee comprised of the President of the Administrators' Association plus one additional member of the employee unit.

B. Exclusions:

1. Excluded from coverage under this Sick Leave Bank are those absences caused by intentional self-inflicted injury of any kind, absence resulting from a normal pregnancy not resulting in a disability, or absence caused by alcoholism or drug addiction.
2. An employee who receives benefits by reason of this provision shall be obligated to refund to the Board of Education any recovery made by such employee for said disability from the employee's claim against an insurance policy (including Workers' Compensation) to the extent that such recovery is specifically identified as a reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the employee under this provision. Upon such refund, the Board of Education shall add the equivalent number of days to the Sick Leave Bank.

C. Establishment and Maintenance of Sick Leave Bank:

The Sick Leave Bank shall be maintained in the following manner:

1. Annual deduction shall be at the rate of one (1) day from each administrator with the Board of Education contributing one-half ($\frac{1}{2}$) day for each day so deducted and these total days deposited into the fund.
2. a. The deduction/contribution aforementioned shall continue until the fund accumulates two hundred twenty (220) days. The use of the Sick Leave Bank shall at all times be restricted to the number of days actually accumulated and remaining available in the Sick Leave Bank at the time an application is made by an eligible employee to draw upon the Sick Leave Bank. In the event that the Sick Leave Bank is reduced by the use thereof to a number of days less than one hundred and twenty (120) days, then at the commencement of the school year immediately following such event, and, if necessary, at the commencement of each succeeding school year, a further deduction of one (1) sick day from the annual sick leave of each employee and one-half ($\frac{1}{2}$) day contribution from the Board shall be made until the fund is equal to or exceeds two hundred twenty (220) days.

2008-2012 Bayport-Blue Point Administrators' Association
Sick Leave Bank

3.

- b. Upon completion of one year of service and at the commencement of the school year immediately following, new administrators' deduction/contribution will be made on the basis of original deduction/contribution for all employees as follows: First year: 3 days; Second year: 2 days; Third year: 1 day. The District shall contribute in the prescribed amount.
- c. At any time, and for any reason an employee may contribute up to five (5) additional days in each school year, subject to the above mentioned maximum days in the fund. The District shall not contribute for these days.
- d. The employee's normal annual accumulation of sick leave days while utilizing the Sick Bank shall be deposited into the fund on a pro-rated basis for each month of sick bank use up to a total of eleven (11) days per school year.
- e. Any administrator who has accumulated the maximum of 220 sick days may contribute her/his annual allotment of days to the Sick Leave Bank without district contribution for these days.
- f. In addition to and separate from the prescribed Establishment and Maintenance of the Sick Leave Bank, on July 1, 1984 ONLY an accumulation of Sick Days into the Sick Leave Bank shall be made on the following basis:

Any administrator who has accumulated the maximum of 220 sick days will contribute her/his annual allotment of days to the Sick Leave Bank; the District will contribute one half this number of days.

D. Eligibility:

In order to be eligible to draw upon the Sick Leave Bank an employee must:

- 1. Presently be suffering from a prolonged and continuous illness as defined herein.
- 2. a. Submit a physician's written statement prior to the use of the Sick Leave Bank indicating the diagnosis, the date of the onset of the condition, advice of the doctor as to the need for leave, the starting date of absence, and the anticipated date of return to duty.

- b. The Board of Education, and/or the Sick Bank Committee may require additional medical statements from the attending doctor (as hereinbefore defined) at thirty (30) day intervals to maintain eligibility for the Sick Leave Bank.
 - c. The Board of Education shall have the option of having the prolonged and continuous illness certified in writing by a doctor specified by the Board of Education.
 - d. In the event that either the Sick Bank Committee (as hereinbefore defined) or the Board of Education disapproves a request to use the Sick Bank, and if the dispute involves a determination regarding the ability of the employee to perform her/his assignment, then at the request of the employee, the Board of Education shall select a doctor from a panel recommended by the A.M.A. (American Medical Association), Suffolk County Chapter. However, if the Committee and the Board concur in disapproving a request the employee shall not have the right to make this request.
3. Have satisfied the waiting period unless otherwise herein provided.
 4. Confidentiality of Sick Bank users shall be maintained at all times; information will be confined to the Sick Bank Committee and the Superintendent.

E. Duration and Subsequent Use:

1. Independent of the duration of the prolonged and continuous illness, an employee who is eligible to draw on the Sick Leave Bank may do so until the following is met: Employee is eligible, as affirmed by the New York State Teachers' Retirement System, for a disability pension, or for a maximum period of twelve (12) months, whichever occurs first.
2. In the event an employee who has drawn upon the Sick Leave Bank returns to active duty, that employee shall not be precluded from drawing on the Sick Leave Bank for subsequent disability whether occasioned by the previous cause or a new cause provided that the subsequent disability continues for a period of fifty (50) work days as hereinbefore provided. If the subsequent disability is occasioned by the previous cause, the fifty (50) work day waiting period shall be covered by the Sick Leave Bank.

AGREEMENT FOR SPLIT-DOLLAR LIFE INSURANCE

This Agreement made as of the 1st day of May, 1995, by and between the Bayport-Blue Point Union Free School District (hereafter District) and the Bayport-Blue Point Administrators' Association (hereafter Association) as follows:

1. Pursuant to the terms of a Memorandum of Agreement between the Bayport-Blue Point Board of Education and the Bayport-Blue Point Administrators' Association adopted on July 6, 1994, the District has agreed to provide a death benefit for each Administrator's designee through a Split-Dollar Life Insurance Program to be provided by the Massachusetts Mutual Life Insurance Company (hereafter Company).

2. The District and the Association agree that this document shall be an integral part of the policies hereafter issued by the Company, and a copy shall be mailed, certified mail, to the Company at its home office.

3. Pursuant to the Memorandum of Agreement, split-dollar life insurance policies have been purchased on the life of each Administrator guaranteeing a net death benefit to each Administrator of \$150,000.

4. All premiums due on the insurance policies shall be paid by the District for a period of time until, based on Company assumptions, the premium payments could reasonably terminate under their premium off-set provisions.

5. It is understood by the parties that the particular Administrator is named as owner of the policy and shall collaterally assign to the District the amount of the net total payments made by the District to the date of the Administrator's death or to the date of the surrender of the insurance policy to the Company for its cash value or to the date of distribution to the Administrator.

Each Administrator has the right to designate the beneficiary and to assign all rights and interests with respect to the death proceeds in excess of the District's interest in the policy.

Except as to the aggregate premiums paid referenced in Article Seven and death benefits referenced in Article Eight, the District has no further incident of ownership; and except as to said premiums paid, may not unilaterally impair or defeat the rights and interests of an Administrator in any way.

6. If an Administrator leaves Bayport-Blue Point School District due to retirement, the District will continue to fund all remaining premiums due.

7. Should an Administrator leave Bayport-Blue Point School District for reasons other than death, disability or retirement prior to the conclusion of the premium paying period, the District is to be reimbursed for premiums paid from the cash value of the policy. If the reimbursement due the District exceeds the cash value in the policy, the District agrees that the Administrator will not be held liable and that the excess amount will be forgiven. The District will have the right to continue premium payments at its discretion. When the District decides to cash surrender the policy it will first offer it to the Administrator. The Administrator may pay the District a sum equal to the then current total cash value of the policy not to exceed a maximum of accumulated premiums paid. Upon receipt of such sum, the District will release its collateral assignment.

8. At an Administrator's death or upon the surrender of the policy to the Company for its cash value, the District shall be entitled to receive from the policy proceeds an amount equal to the net premiums it has paid into the policy. In the event of death if the proceeds are in excess of the amount due the District (accumulated premiums) and the Administrator's beneficiary (\$150,000) the excess proceeds shall be split equally between the District and the beneficiary of the Administrator as shall have been designated under the policy.

9. At an Administrator's death, the District and the beneficiary designated to receive the proceeds shall execute such forms and furnish such other documents or information as are required to receive payment under the policy. The District shall also furnish to the Company an affidavit specifying the amount of the death proceeds payable to the District as previously specified.

All death benefits under the Agreement shall be paid in accordance with the terms and conditions of the life insurance policy referred to previously and pursuant to the claims and review procedures of the Company.

10. At the District's discretion and at such time that each policy reaches a position of self-reliance based on calculations by the Company, the District will recover its total net payments made and will relinquish any and all claims to the policy and instruct the Company to remove the Collateral Assignment.

11. An Administrator shall have the right, at any time, to repay the District the net total payments paid by the District to date and the District will relinquish any and all claims to the policy and instruct the Company to remove the Collateral Assignment.

12. For purposes of the Employee Retirement Income Security Act of 1974 (P.L. 93-406), the District is the "named fiduciary" for the Split-Dollar Insurance Plan for which this Agreement is hereby designated the written plan instrument.

13. To the extent an Administrator recognizes any taxable economic benefit from this program, the Company shall annually certify to the District the amount of economic benefit received, and the District shall thereafter incorporate same in the Administrator's W-2 form. The Administrator alone shall be responsible for the payment of Federal and State income taxes and FICA taxes due thereon and shall hold the District harmless for payment of same, including penalties and interest.


14. An Administrator shall have the right to compliment the policy by the contribution of additional money into the policy, subject to Company restrictions. Where an Administrator elects to contribute to the policy, the District acknowledges it may not recover from the proceeds any money contributed by the Administrator.

15. This Agreement may not be altered, amended or modified except by a written agreement signed by both the District and the Association. In addition, neither party may assign his rights, interests and obligations under this Agreement without written consent of the other party and further provided, however, that any assignment shall be made subject to the terms of this Agreement. The laws of the State of New York shall govern this agreement.

16. Where appropriate in the agreement, words used in the singular shall include plural and words used in the masculine shall include the feminine and vice versa.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Bayport-Blue Point
Administrators' Association**

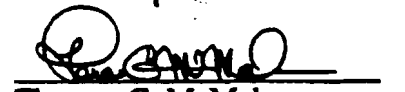

Arthur Schaeffler, President

Date: 5/12/95

**Bayport-Blue Point
Union Free School District**


Richard W. Curtis
Superintendent of Schools

Date: 5/13/95


Thomas G. McMahon
Board of Education President

Date: 5/15/95