

Bethlehem Central School District

Contract

Between the

Board of Education

and the

Bethlehem Principals Association

July 1, 2010 through June 30, 2012

SECTION I – NEGOTIATION PROCEDURES

ARTICLE I. AGREEMENT

This agreement is made and entered into by and between the Board of Education of the Bethlehem Central School District (hereinafter referred to as the “Board”) and the Bethlehem Principals Association, (hereinafter referred to as the “Association”), for the period July 1, 2010 through June 30, 2012.

ARTICLE II. PHILOSOPHY

The Board and the Association share the strong belief that their primary function is to provide the maximum educational opportunities to every child attending the Bethlehem Central Schools. The Board recognizes the need for the value of middle management Administrators in ensuring that the educational goals of the Board, the teachers, the parents, and the students are reached. The Administrators share with the Board the common responsibility for working toward mutual understanding, cooperation and effective communications at all levels of the school district.

ARTICLE III. RECOGNITION

The Board, in order to recognize an organization as exclusive representative of administrative personnel, requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a certified membership list. In the event of a challenge, the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the negotiations unit consisting of all certified principals, assistant principals, deans, house leaders and other administrative personnel with the exception of Central Office Administrators, and the Director of Technology, the Board hereby recognizes the Association as the exclusive negotiating agent for said negotiating unit.

Such recognition shall extend in effect so long as the Association’s active membership contains more than fifty (50) per cent of the total employees in the negotiating unit. The Association shall submit to the Board by December 1 of each year a certified list of the active members of the Association.

The Board agrees not to negotiate with any administrator covered by this agreement or any employee organization purporting to represent the positions set forth above other than the Bethlehem Principals Association for the duration of this agreement.

ARTICLE IV – PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. **NEGOTIATING TEAMS** – The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements with respect to hours, wages, and terms and conditions of employment. At no time shall the negotiating team for either the BPA or the BCSD exceed three people. One additional consultant from outside the district may be engaged by either side and become part of the negotiations process.

Neither party in any negotiations shall have any control over the selection of the negotiator or negotiating representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

2. **OPENING NEGOTIATIONS** – Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before December 1 or at a mutually agreed upon date thereafter. Issues can be submitted for discussion, by either party, no later than February 1 or at a mutually agreed upon date thereafter, and will be placed on the agenda after issues submitted at the first meeting have been discussed. Any additional issue can be considered out of sequence on agreement of both parties.

3. **INTENSIVE BARGAINING** – This will take place on two and not more than three consecutive workdays on or before January 15, until an agreement is reached or the failure to reach agreement necessitates a joint declaration of “impasse.” It is expected that Bethlehem Principals Association and Board of Education members will be available for consultations during the evenings, so that agreements can be reached.

4. **EXCHANGE OF INFORMATION** – Both parties shall furnish each other in good faith available information which shall enhance the negotiating process. The Board will provide the Association with an unabridged copy of the budget printout following approval of the budget. In the event a budget is not approved, this provision shall be interpreted to mean contingency budget plus any approved options.

5. **CONSULTANTS** – The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

6. **COMMITTEE REPORTS** – The parties agree that during the period of negotiations, prior to reaching agreement or the declaration of an impasse, the specific details of the negotiations shall not be revealed to the general public unless release of an issue has the approval of both parties.

7. REACHING AGREEMENT – When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of each party to the negotiations. The final agreement shall be submitted to the Association and the Board for ratification.

8. RESOLVING DIFFERENCES – When agreement is not reached concerning specific issue or area, both parties will commit their positions to writing. If agreement still cannot be reached following the exchange of these statements, the issue will be set aside for discussion at a later date during the negotiating period.

By mutual consent mediators provided by the Public Employment Relations Board may be used at any time during the negotiation procedure. However, if the comprehensive agreement is not concluded by May 1 or a mutually agreed upon date thereafter, the parties may, within two working days, request the Public Employment Relations Board to appoint a mediator or a fact finder. Such mediation and fact-finding will be governed by provisions of Article 14, Section 209 of the Civil Service Law.

ARTICLE V. SALARIES AND RELATED ITEMS

A. Salary Adjustment

2010-11	\$500 added to 2009-2010 base salary
2010-11	2.5 percent on the adjusted 2009-10 base salary
2011-12	2.5 percent

B. Longevity Increment

An administrator with 5 years of administrative experience in the District will receive an additional \$500 as part of the base salary, at the start of the following fiscal year in which the anniversary is completed.

An administrator with 10 years of administrative experience in the District will receive an additional \$1,000 as part of the base salary, at the start of the following fiscal year in which the anniversary is completed.

An administrator with 15 years of administrative experience in the District will receive an additional \$1,500 as part of the base salary, at the start of the following fiscal year in which the anniversary is completed.

C. Doctorate

An administrator who has received or who receives an earned doctoral degree approved by the Superintendent shall receive an additional \$600, which is added to the administrator's base salary.

D. Professional Growth and Development

The annual goal setting process will provide for an opportunity for an administrator and his/her supervisor to mutually develop a planned professional growth activity with targeted outcomes. This process will become part of the mutually developed Annual Professional Performance Review. The superintendent of schools determines program approval and if outcomes have been met.

E. Administrative Structure and Salary of New Administrators

Any change contemplated in the administrative structure of the schools during the term of the agreement will be discussed with the BPA prior to the anticipated date for the implementation of the proposed change. Salaries for newly employed Administrators in the district shall be mutually determined between the administrator and the Superintendent of Schools. Other terms and conditions of employment will be consistent with the terms and conditions of the agreement in effect at the time of employment. Salary for newly hired principals after the initial year is subject to the BPA agreement. The BPA will be informed about first year salaries for administrators new to the BPA.

F. The above salaries are for the following terms of employment:

High School Principal	12 months
Middle School Principal	12 months
Elementary Principals	12 months
Assistant Principals	11 months (plus 9 days)*
Deans	10 months (teacher work year plus 20 days)
House leaders	10 months (teacher work year plus 20 days)

* Eleven month employees may work an additional five days (beyond the nine days) with the recommendation of the principal and with the Superintendent's approval, at their current rate of pay.

G. Payroll checks for all services will be issued on a bi-weekly basis.

H. Payroll deductions will be made following the same guidelines as are used for other professional employees.

I. Dental Plan

Each year the District will contribute \$180 per individual or \$340 per family toward a Bethlehem Principals Association Dental Plan. The BPA member must pay an amount at least equal to the District contribution.

J. Health Insurance

a. Employees may elect to join the district health insurance program provided they

qualify under the plan.

b. Employees may participate in either Par Plus, Secure Blue Preferred, or the Capital District Physicians Health Plan. The District office co-pay for each plan will be \$15 and the employer will pay an amount equal to ninety-percent (90%) of the total premium for individuals or eighty (80%) for two persons, family, or domestic partners. Provided, however, that effective as soon as such plan change is available to other District employees, employees will pay a \$25 office co-pay for each plan. Any indemnity or out-of-network benefit plan made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family, per year.

Effective July 1, 2006, prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for generic drug, \$15.00 for brand name drugs, \$30.00 for non-formulary drugs and a "2 co-pay" amount for each of the above categories under the mail order plan. The parties agree to continue a separate Drug Program under a pharmacy benefit management company.

c. Any committee established by the District to study alternate health insurance plans shall have BPA representation.

d. The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1986. Furthermore, effective July 1, 1986, the Medicare reimbursement for an administrator's spouse will be eliminated upon attainment of the age of 65. Administrators, retirees and their spouses may, at their option, choose to participate in the Medicare Advantage Plan, as soon as the District provides the option.

e. The district will provide health insurance under the district health insurance program for employees who retire from the district service under a pension provided under the New York State Teachers Retirement System ("TRS"). In order to qualify for this benefit an employee must be eligible for health insurance as provided herein at the time of his/her retirement, and must retire under a TRS retirement plan. The district shall pay 90% of the individual premium and 50% of the dependent coverage premium for employees with 12* or more years of district service, and 80% of the individual premium and 50% of the dependent coverage for employees with 8 to 11 years inclusive of district service. Employees retiring with less than 8 years of district service shall be permitted to continue to participate in the district health insurance program at their own cost. The percentage of premium cost paid by the employee retiring under this provision will remain the same for the life of the retiree.

The surviving spouse of a retiree may continue coverage under the District's health insurance plan, at his/her sole expense.

* Part time service can be counted for any years the administrator was eligible for health insurance benefits.

K. Life Insurance

The School District will provide each principal and assistant principal \$100,000 whole life insurance benefit, upon initial employment.

All other members of the Bethlehem Principals Association will be eligible for the \$100,000 whole life insurance benefit once they are granted tenure.

L. Flexible Benefit Plan

The district shall provide a full cafeteria program IRS Code 125 Plan with the district paying the administrative costs thereof. Such plan will permit employee contributions for employee shares of health and dental premiums, unreimbursed medical and dental expenses, allowable child care expenses, etc., in before-tax dollars.

M. Reimbursement for Damages

The district will reimburse administrators for willful damages caused to their personal clothing while carrying out their duties during school hours and for willful damages caused to their personal vehicle while it is parked in a school parking lot. Reimbursement is for costs not covered by the administrator's own insurance. This reimbursement is not applicable to personal property brought to school such as cameras, CD players, etc. that may be stolen or damaged while at school.

N. Retirement Benefit

If District elects to implement any New York State early retirement incentive plan the Association would have the choice of either the state plan or the local benefit, but not both.

To qualify for the Retirement Benefit, the administrator must notify the Superintendent in writing of his/her intention to retire from his/her position at least six months in advance of retirement on or before January 1, for an end of the year retirement date of June 30.

O. Retirement Incentive for 2010-11 and 2011-12

Any administrator who is eligible without a NYSTRS penalty in the first year of eligibility to retire shall receive a \$7,500 lump sum retirement incentive or in the second year of their eligibility to retire without penalty a \$6,000 lump sum retirement incentive. Such lump sum shall be paid as an Employer-Non-Elective Contribution to a Section 403(b) Plan. This retirement incentive, as mentioned in the preceding information shall sunset on June 30, 2012.

For any purpose under this article, at the discretion of the Superintendent, a waiver may be granted on the basis of a written application regarding:

1. the effective date of retirement,
2. notice of retirement, and

3. retraction of a previously submitted notice of retirement.

Such decision by the Superintendent is final and binding, non-grievable, and not subject to any review.

Administrators who retire under the rules of the New York State Retirement System from administrative service in the Bethlehem Central School District shall be eligible for an Employers Non-elective contribution described herein.

Employer Non-Elective Contribution to 403(b) Plan

1. No Cash Option: The employee may not receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s).

2. Employer Non-Elective Contribution: The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account for an eligible employee calculated as follows for each accumulated unused sick day:

1. \$65 a day after 8 years of service
2. \$75 a day after 10 years of service
3. Maximum benefit not to exceed \$25,000 for both leave and retirement incentive

3. 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. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraph exceeds the applicable Contribution Limit, 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.

4. 403(b) Accounts: The District and the BPA will mutually select a single 403(b) provider for remittal of non-elective employer contributions.

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

6. This contribution program shall be subject to IRS 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 Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

7. This contribution program shall further be subject to the approval of the 403(b) Provider, which shall review the plan 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*. Upon request, the 403(b) provider shall provide the Employer with a standard hold harmless agreement as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. Each eligible employee shall forthwith notify, in writing, the District of the total elective contribution, if any, made by them to any 403(b) or 401(k) account outside of that which they contribute as an employee of the District. To the extent that the employee fails to provide accurate information as to contributions made outside the District, any issues that arise from the inaccurate information shall be the exclusive responsibility of the employee.

ARTICLE VI. LEAVES OF ABSENCE

The leave of absence policies and regulations are essentially income protection provisions, designed to protect the employee and his/her family from income loss during a time of health emergency and during times when his/her absence from school is demanded.

The Board of Education believes it to be its responsibility to the employees to establish such income protection provisions. The Association recognizes that such leaves of absence should be used with discretion.

A. Illness – Personal

Employees will be granted 13 days sick leave their first year of employment, 14 days their second year, 15 days their third year, 16 days their fourth year and thereafter at full salary cumulative.

B. Illness in the Immediate Family

Employees will be granted an annual leave of six (6) days for illness in the immediate family. This will not be deducted from sick leave and will not be cumulative. In the event an employee has used all six (6) days annual leave for illness in the immediate family, extensions will be permitted at the discretion of the Superintendent, but will be deducted from the individual's cumulative sick leave.

For the purpose of this section, the “immediate family” is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, (or spouse’s son), son-in-law, daughter, (or spouse’s daughter), daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchildren, any relative living as a member of an administrator’s household, or any other person with whom the administrator has developed an immediate family-like obligation due to established past personal relationships.

C. Death in the Immediate Family

Employees will be granted an annual leave of five (5) days to be used in the event of death in the immediate family. Such leave is not to be deducted from sick leave and is not cumulative. In the event an individual has used all four days annual leave for death in the immediate family, four additional days may be granted for each additional death which occurs. The immediate family is defined in Paragraph B.

D. Vacation

1. 12-month employees shall receive 20 days vacation annually during the first two years of employment as a unit member, exclusive of the District published holiday schedule, and will earn one additional day of vacation for every 2 years of employment, as a unit member, up to 5 days over the first 10 years of employment. Up to ten (10) days of unused vacation leave may be carried over to the following year, but must be used by June 30 of that school year. No employee may use five or more consecutive business days of vacation without prior approval of the Superintendent.

2. Upon separation from service with the district the unit member will be reimbursed at his/her rate of pay for up to a maximum of ten (10) earned but unused vacation days. If the employee is retiring from the district they will be reimbursed at his/her rate of pay for up to a maximum of (15) days of unused vacation days.

E. Jury Duty

Attendance at court for jury duty will be allowed, with full pay, during the term of duty. The subpoena, or its copy, must be presented in the Superintendent’s office.

F. Court Appearance

Attendance at court as a result of a subpoena, or the written request of a lawyer, will be allowed at full pay. The subpoena, its copy, or the written request of a lawyer, must be presented in the Superintendent’s office.

G. Professional Responsibilities

Employees will be granted leaves without deduction in pay for professional responsibilities such as attendance at conferences, consultant services, fulfillment of

obligations as officers of state and national professional organizations, curriculum development and service as resource personnel. Such leaves shall require approval of the Superintendent.

H. Maternity/Parental Leave

Maternity/Parental leave of absence shall not exceed 15 months from the time of birth or adoption of a child, except that leave must terminate at the beginning of a school semester. A male employee is entitled to leave under this provision if the male is to be the primary care giver in rearing the child. Only one staff member is entitled to a leave if the employees are the parents of the same child. In the event a pregnancy results in a miscarriage or stillbirth during or prior to such leave, the administrator, with 30 days notice to the District, may return or remain in his/her position of employment. In the event an adoption agreement is revoked, the administrator, with 30 days notice to the District, may return or remain in his/her position of employment. An administrator shall notify the District of his/her intention to take maternity leave at least ninety days in advance of the date the leave is to commence, together with the anticipated return date consistent with the first sentence herein. In the case of adoption, the administrator shall notify the District at least (90) days in advance of the anticipated time an adoptive child will be available, his/her intent to take a leave, and the anticipated return date consistent with the first sentence herein. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him/her to adopt on a specific date. Maternity leave shall be an interruption of the probationary period on non-tenured administrators and shall not apply in lieu of service in meeting the probationary time requirements.

I. Work-Incurred Disability

Administrators who have been employed by the school district, in any full-time professional capacity, for five years or less shall receive disability pay (equal to full current pay) for a period of up to 220 days in the event of a work-incurred personal injury which prevents them from working. Administrators who are in their sixth year of service or after will receive full pay (including salary increases) from the date of injury until such time as they attain ten years service in the Teachers Retirement System, or (full current pay) for 300 days, whichever is greater, or until they return to work within said period. If the disability occurs on the sixtieth birthday or thereafter, the maximum amount of income protection will be for a period of 220 days. All Workmen's Compensation payments will be assigned to the School District in partial reimbursement. The Board will be entitled to physical examinations of the administrator by physicians in the field of disability for the purpose of determining if the administrator may resume any work in the District for which he is certified or qualified.

J. Personal Preference Leave

Each employee will be granted three days of personal leave annually to be used at his own discretion, without submitting a reason for the leave. Except in case of emergency,

the staff member shall notify the Superintendent five days in advance of the leave date.

Personal Preference leave will not be used for the first or last day of the school year, or the day immediately preceding or following a holiday or holiday period except in the case of an emergency as determined by the Superintendent.

Personal Preference leave days will not be cumulative, will not be deducted from the employee's sick leave and will be granted without salary deduction. Unused personal leave will be added to the cumulative sick leave of the employee.

K. Other Absences

Leaves, other than those identified in the above regulations, or extensions beyond the limitations in the regulations, may be granted at the discretion of the Board of Education by Board action.

L. Sick Leave Bank

A sick leave bank shall be established for administrators who are physically disabled for an extended period during the school year. One day of personal leave will be assessed each employee, to initially join and participate in the sick leave bank. The bank shall be at a maximum when the number of days therein is equal to 5 times the number of unit members eligible for participation or 60 days, whichever is greater. This provision shall be phased in over the life of the Agreement in increments, of 1/3, 1/3, 1/3, so that effective at the end of the 2005-06 school year, the bank will be at the maximum, with any such days added in accordance with the procedures herein contained. Thereafter at the end of each school year, the bank shall be replenished as it may be diminished through use, up to the prescribed maximum. After the initial assessment of one day personal leave to join the sick leave bank, an employee's subsequent assessment to replenish the sick leave bank as provided herein shall be taken from his/her unused accumulated sick leave.

The granting of such extended leave benefits shall be subject to the following conditions:

- a. The employee's accumulated sick leave is exhausted;
- b. The employee satisfies a five (5) unpaid working day waiting period after exhaustion of the accumulated sick leave;
- c. The employee provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician;
- d. Individual withdrawals shall be limited to the lesser of the number of accumulated sick leave days in the employee's account at the end of the previous school year

during which the onset of the disability occurs or 60 days.

The District reserves the right to withhold such extended leave benefit when:

- e. The employee cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District;
- f. The employee may qualify for disability retirement under either any public retirement system or social security.

ARTICLE VII. GENERAL CONDITIONS OF EMPLOYMENT

A. Insurance – The insurance program designed to protect the other professional personnel will also apply to the administrative personnel (including health insurance, compensation, public liability, automobile liability, money and securities, physical education accidents, etc.)

B. Building Principals have a responsibility to meet with the Superintendent and the Board of Education in a consultative and supportive role during the negotiations process between BCTA, BCUEA and the Board of Education. The Superintendent and the Board of Education recognize the responsibility of using the building principals in such a consultative and supportive role in regard to those teacher negotiations proposals not directly related to salary schedules or other economic benefits.

C. All agenda, addenda, and minutes of the Board of Education will be supplied to each building principal, and all other pertinent attachments will be made available to the Chairman of the Bethlehem Principals Association upon his/her request.

D. Association and Certified Professional Personnel Rights

Personnel Folder

1. Certified professional persons shall have the right, upon request, to review the contents of his or her personnel file in the presence of a representative of the Superintendent's office. The person may elect to have an additional witness of his/her own choosing.

2. Certified professional persons shall receive a personal copy of any materials to be placed in their personnel folder and shall affix their signature to the actual copy to be placed in the file. Such signature does not constitute agreement but merely signifies they have examined the materials.

3. Certified professional persons have the right to insert written explanations or responses to material in their personnel folders. Such explanations or responses shall be

filed in the folder within one calendar week after receipt by the district office.

E. In the event that any administrative positions which are covered by this contract are abolished through district reorganization or some other reason, the incumbents will be given prime consideration for any other vacant position for which they are qualified, properly certified and/or legally eligible.

F. In negotiations with other employee organizations the Board of Education will strive to retain the prerogatives necessary to preserve the building principals' ability to fulfill the functions of that office and the responsibilities delegated thereto.

G. Unit personnel completing the second and third year of their probationary period must receive notice of termination no later than April 1st.

H. APPR for Administrators

The District and the BPA will jointly craft an evaluation instrument that will be based on evidence based research to evaluate and assess the performance of each administrator. Such evaluation instrument will be used to assist the District in determining tenure and will support the continued growth of the administrator.

The parties agree to develop the evaluation instrument in the Spring of 2010 and will be piloted in the 2010-2011 school year. The evaluation instrument will be reviewed and if appropriate, modified for use in the 2011-2012 school year.

During the 2010-2011 and 2011-2012 school years the parties shall develop a proposal for a merit-based pay system of professional growth to enhance administrator interest in improving their performance and study. There will be no payments made during the duration of this contract based on merit, but the discussions will be used to guide the parties in negotiating a successor agreement effective 2012-2013.

ARTICLE VIII. GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the Board and the Administrators, it is hereby declared to be the purpose of this Article to provide for settlement of differences promptly and fairly through procedures under which Administrators may present grievances. The time limits specified for either party may be extended only by mutual agreement.

A. Definitions

1. A grievance shall be any claim by an Administrator or group of Administrators of the Association on its own behalf that there has been a violation, misinterpretation or inequitable application of the Agreement, board policies, procedures, or laws or rules and regulations having the force and effect of law.

2. “Grievant” means the party named as the aggrieved; this can be the Association.
3. “Party-In-Interest” means any party named in a grievance who is not the aggrieved party, including the Association.
4. “Hearing Officer” means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

B. Procedure

Step 1: Immediate Superior/Superintendent – Informal

The Administrator will first attempt to resolve the grievance by discussing it with his/her immediate supervisor (as per organizational chart). If an Administrator is not able to settle a grievance after talking it over with his/her immediate superior, he/she will discuss it with the Superintendent either directly or through an Association representative with the objective of resolving the matter informally. Indication will be given that this is at the informal stage. The request for this meeting with the Superintendent must be within 30 employee workdays of when the grievant knows or should have known of the grievance. The Superintendent shall confer with all parties-in-interest. If the Administrator submits the grievance through a representative, the Administrator may be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

If the Superintendent has not met with grievant within 15 days of grievant’s request, grievant may take the grievance to Step 2: Superintendent-Formal.

Step 2: Superintendent – Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within fifteen (15) employee workdays of the meeting at Step 1. Within five (5) employee work days after the written grievance is presented to him, the Superintendent shall, without any further consultation with the aggrieved party, or any party-in-interest (unless both parties have the opportunity to be present), give his decision and reasoning.

Step 3: Board

- a. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within fifteen (15) employee workdays after the Superintendent has given his decision.
- b. Within ten (10) employee work days after the next regularly scheduled Board meeting after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

- c. The Board or sub-committee of the Board shall give its decision, with reasoning, within ten (10) employee workdays after the conclusion of the hearing.

Step 4: Advisory Arbitration

- a. If the Association is not satisfied with disposition of the grievance at the board state, the Association may, within five (5) days, notify the Board of Education of its intent to submit the grievance to arbitration.
- b. Within five (5) days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the Syracuse office of the American Arbitration Association. The parties shall then follow the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representatives of the Board and the Association and hold hearings promptly. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any conclusions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement or which would add to, subtract from, delete or in any way amend or modify any of the terms and provisions of the Agreement.
- d. The decision of the arbitrator will be advisory. The Board will have authority to make the final decision.
- e. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the District and the Association.

ARTICLE IX. INDEMNIFICATION

The District shall hold harmless any unit member and provide legal counsel against any action or claim on a judicial or administrative level based on any actions taken in the discharge of the administrative duties, within the scope of his/her authority or at the direction of the District or an Officer of the District. This coverage will extend beyond the member's term of employment to provide defense and indemnification against any claims for actions alleged to have occurred during the member's term of employment with the District. This coverage shall not include any action or claim brought by the District against the employee.

ARTICLE X. MISCELLANEOUS PROVISIONS

A This contract constitutes the full and complete agreement between both parties, and it may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by an instrument in writing signed by the duly authorized representatives of the respective parties.

B. Copies of this agreement shall be reproduced at the expense of the Board and distributed to all administrators now employed or hereafter employed by the Board within two weeks after its execution, or upon commencement of employment if that occurs later.

C. The BPA will have at least one representative as part of the five district representatives to the BCTA/Process Committee. The BPA will recommend its representative to the Superintendent for such appointment by each September 1st.

ARTICLE XI. DURATION OF CONTRACT

This contract shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2012.

FOR THE ASSOCIATION

FOR THE DISTRICT

By: Heidi Bonacquist
Negotiator

By: Dr. Michael Tebbano
Superintendent of Schools

By: Dorothy McDonald
President

Dated this _____ day of _____, 2010