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AGREEMENT

between

BOARD OF EDUCATION

BEDFORD CENTRAL SCHOOL DISTRICT

and

BEDFORD ADMINISTRATIVE SUPERVISORY ASSOCIATION

7/1 6/30
2004 - 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT, effective as of the 1st day of July, 2004, except as otherwise stated, by and between the Board of Education, Bedford Central School District, Westchester County, New York (hereinafter called the "Board") and the Bedford Administrative Supervisory Association (hereinafter called the "Association").

ARTICLE I - Recognition

As used in this Agreement, the word "members" shall mean any member of the negotiating unit covered under the terms of this Agreement.

The BOARD recognizes the ASSOCIATION as the exclusive representative, under the Public Employees' Fair Employment Act, of a negotiation unit consisting of the following indicated eleven (11) month positions:

- Principals 7
- High School Assistant Principals 2
- Director of Visual and Performing Arts 1
- Director of Physical Education, Health, Athletics 1
- Director of Technology 1
- Assistant Director of Special Education 1
- Secondary Special Education Supervisor 1
- House Directors 1

ARTICLE II - Leaves of Absence

A request for leaves of absence shall be made to the Superintendent of Schools. Each request for leave of absence will be acted upon individually by the Board of Education. The conditions of leave and the member's return to service will be mutually agreed upon by the member and the Board at the time the leave is granted.

ARTICLE III - Absence Due to Personal Illness

A. 1. Unit Members Employed Prior to July 1, 1998

If a member is unable to attend school and perform his or her duties due to personal illness or injury, he or she may be absent with full pay less any Board sponsored disability insurance he or she may receive:

- a) for thirty (30) days in his or her first year of service in the School District. (Fifteen (15) of said days shall not be cumulative).
- b) for thirty (30) days in his or her second year of service in the School District. (Ten (10) of said days shall not be cumulative).
- c) for thirty (30) days in his or her third year of service in the School

District.

- d) for no more than two (2) years of continuous absence after three (3) years of service in the School District.
- e) In the event State legislation is enacted providing for the use of accumulated sick leave towards a final year salary increase, retirement award or any such purpose, the Board and the Association agree that they shall make such further arrangements as may be necessary to protect the interests of any member who has accumulated sick leave and/or who would have continued to accumulate sick leave but for the modifications adopted under this Agreement.

2. Unit Members Employed On or After July 1, 1998

Administrators employed on or after July 1, 1998 shall be granted fifteen (15) sick days per annum with a maximum accumulation of Two Hundred (200) days. The provision of Section (A)(1)(e), above, shall be inapplicable to Administrators employed on or after July 1, 1998. During the first year of employment, unit members shall be deemed to have thirty (30) days of sick leave credited to their account, inclusive of the above referenced fifteen (15) sick days regularly accrued.

- 4. Persons promoted to positions in BASA from other units in the District will retain their accrued sick leave account earned in the other unit.

ARTICLE IV - Personal Business Days

A unit member will inform the Superintendent when taking a personal business day. Such days may only be used for business which cannot be accomplished after the end of the work day or on other than a school day.

ARTICLE V - Jury Duty

A unit member serving as a juror will receive his/her salary from the District and will return any stipend or fees paid by the court. If a juror call-in procedure is available the member shall use such procedure. A unit member shall endeavor to schedule jury duty during non-work periods, other than vacations.

ARTICLE VI - Administrative Vacancies

- A. The Superintendent shall include the President of the Association in discussions relating to the creation of administrative and supervisory positions that may become part of the Association. When positions on the administrative and supervisory staff are created or otherwise become vacant, the Superintendent

shall, on request of the President of the Association, review with him or her the qualifications of members of the Association presently in the District as well as to search for qualified persons outside the District.

The Superintendent shall notify the President of the Association of such vacancies. The notices shall contain, when appropriate, a general description of and the qualifications for the position, including the duties and salary range. The President shall then notify the members of such vacancies. All interested members shall file written applications with the Superintendent.

ARTICLE VII - Assignment of Personnel

- A. The assignment of supervisory/administrative personnel is at the discretion of the Board and the Superintendent and shall be communicated to the parties concerned as soon as possible after the decision is made.
- B. The assignment of teachers within a building is the responsibility of the building principal.

ARTICLE VIII - Conferences, Membership in Professional Organizations and Dues Deductions

Members may be granted leave with pay to attend conferences, workshops, seminars or other professional improvement sessions.

The Board agrees to deduct from the salaries of members dues for professional organizations which said members individually and voluntarily authorize.

ARTICLE IX - Management and In-Service Training

- A. A member may be required by his or her immediate superior to undertake in-service study in areas which are deemed essential for the full implementation of the member's assignment.
- B. Subject to the approval of the Superintendent, the Board agrees to provide financial support for workshops, in-service training or other educational activities which would contribute to the professional growth of members, subject to budgetary limitations. The Board will not be expected to provide financial support for entire programs which would lead to certification or graduate degrees but will provide financial support for courses for members which, in the Superintendent's judgment and by virtue of his/her approval, would improve administrative, instructional or supervisory skills and/or would be beneficial to the District's educational program.

ARTICLE X - Member's Protection

- A. The Board recognizes the responsibility of giving all reasonable support and assistance to members.
- B. If any civil or criminal action or proceeding is begun against any member arising out of action taken by a member while in the discharge of his or her duties within the scope of his or her employment, the Board recognizes its responsibility under the Education Law to provide an attorney or attorneys for him or her and to pay such attorney's fees and expenses necessarily incurred in the defense of such member. The member recognizes his or her responsibilities under the cited sections to deliver to the Board within ten (10) days of service any summons, complaint, process, notice, demand or pleading.

Time lost for reasons of court appearance or preparation for court appearance shall in no way be charged against the member.

- C. When a complaint is made to the Central Administration or Board of Education about a member, the Superintendent will inform the member of the complaint. The member shall not be prevented from discussing the matter with the complainant.
- D. The Board shall reimburse unit members for any out-of-pocket insurance deductible incurred by the unit member as a result of vandalism or loss by theft of the unit member's personal property, provided such loss was incurred during the performance of duty, or while the employee was working on school premises. In case of theft, reasonable precautions shall have been exercised by the member to prevent theft.

ARTICLE XI - Committees

The Superintendent or his or her designee shall seek nominations for membership on committees from the Association but retains the right to make all such committee appointments except in such cases where the Association has the right to make the nomination.

ARTICLE XII - Health, Life and Disability Insurance

- A. 1. The Board will provide health insurance benefits that are provided for in the Bedford self-insured health care plan as the plan existed on July 1, 2002. The benefit program, in effect on July 1, 2002, includes hospitalization, major medical and prescriptions during coverages for all administrators, retirees, prior retirees and regularly appointed administrators who have been laid off as provided in Article 9.1.5 of the 2002 - 2005 Agreement between the Bedford Teachers' Association and the Bedford Board of Education.

2. Full-time administrators will contribute eight percent (8%) for participation in the family health insurance plan, and eight percent (8%) for individual coverage. Part-time administrators shall be provided with health insurance at a pro-rated rate. However, all part-time administrators hired on or before June 30, 1993 who are 51% or greater employees shall contribute eight percent (8%) for the family plan and eight percent (8%) for the individual.
 3. Full-time administrators hired prior to June 30, 1993 and involuntarily reduced to part-time shall be treated as full-time employees with regard to health insurance unless they are below 51% in which case they will be treated as part-time employees.
 4. The District shall pay all costs for health insurance for any administrator, employed by the District for a period of five (5) or more years, who retires from the New York State Teachers Retirement System.
 5. All those eligible under the paragraph above may elect to join the health maintenance program offered by the District as required by law. The Board shall assume the premium equal to but not greater than the premium equivalent for the self-insured health plan.
- B. Upon the demand of the District, this Agreement may be reopened at any time during its term in regard to the health care plan provided to unit members, unit member premium contribution, extant of benefits provided, increases to deductibles and co-payments and any other health care plan modification.
- C. The Board agrees to provide payment equivalent to that afforded for normal delivery in childbirth by the existing medical plan to any administrator upon completion of legal adoption of a child for costs related to that adoption procedure.
- D. The Board will provide dental insurance for all eligible administrators, their spouses and children with benefits equal to or greater than those provided on June 30, 1993. The Board will assume the full cost of the premium. The effective date of this annual plan is October 1, of the given year, which is the anniversary of the original dental policy.

Dental insurance will not be provided to any part-time employees. Part-time employees shall have the option to purchase dental insurance at the District rate.

The deductible and co-insurance amount shall remain the same during the term of this Agreement. The calendar maximum shall be \$1,500.

Retirees may elect to participate in the District's dental program. Those electing to participate will assume the cost of premiums at the District level.

- E. The Board will provide members life insurance, with one principal amount, to the closest one hundred dollars, of two times the member's annual salary. The premium for such insurance will be paid in full by the Board.
- F. Unit members will be provided coverage under the District's long term disability program. Effective July 1, 2004, the maximum benefit payable under the plan shall be \$4,000 per month.
- G. Upon the demise of a member, the Board will continue to pay the member's salary to his or her family for a period of two (2) months.
- H. In the event of the death of an employee, retiree or prior retiree who is insured under the health provisions of this Article, the spouse or eligible dependent/s of said individual may elect to continue to participate. Premiums will be paid by those electing to participate at the group rate in effect for the District.
- I. Part-time administrators on leave and administrators on leave may elect to participate in the District dental program. An Administrator on leave must elect such coverage at the commencement of the leave. Premiums for individual or family coverage at the District group rate will be fully paid by the administrator electing to participate on this basis. The premium shall be paid to the District in quarterly installments thirty (30) days prior to the beginning of the quarter.
- J. Administrators who have health and/or dental insurance coverage(s) through another source may opt to waive coverage(s) under the District policy(ies) for a full year by completing the appropriate form furnished by the District. The Board will pay these administrators an amount equal to fifty (50%) percent of the premiums that would have been expended on their behalf. Administrators electing to waive their coverage(s) must do so by February 1 with the provisions of this section taking effect on September 1. Payment to the Administrator shall begin with the first half payment on October 15 and a second payment on April 15. Full coverage(s) may be reinstated by notifying the District in writing no later than April 1 for the succeeding year. Part-time administrators hired after June 30, 1993 are not eligible for the waiver as described in this paragraph.

Reinstatement shall take place on September 1. In the event of an emergency the previously stated deadlines will be waived to the extent that a conflict with the requirements of the insurance company that issues the policy is not created.
- K. The Association has the right to reopen negotiations on the establishment of a benefit fund. It is understood that the cost to the Board shall not exceed the cost of providing current benefits in the year(s) that the benefit fund would operate.

ARTICLE XIII - Use of School Facilities

The Association has the right to use the school building for meetings at

reasonable times without cost. The principal of the building shall determine the availability of space.

ARTICLE XIV - Selection of New Teachers and Staff

Principals and immediate supervisory personnel shall be included in the recruitment, interviewing and selection of new hires under the direction of the Superintendent of Schools and Assistant Superintendent for Human Resources. Under normal circumstances, new hires should not be selected for a particular school without the approval of that building's principal.

ARTICLE XV - Supervision, Evaluation and Rehiring

- A. All processes directed toward evaluation of the competence of a member shall be conducted openly and with full knowledge of the member. Said processes are administrative processes that shall be formulated and agreed upon by the Association and the Superintendent.
1. Administrators will be informed at the beginning of the school year who is responsible for and who else will be participating in their evaluation.
 2. Yearly evaluations will be based upon the supervisor's assessment of the administrator's fulfillment of mutually agreed upon goals; the extent to which the administrator performs the responsibilities of his or her position as described in the formal written job description; and as reasonably assumed to be part of the administrator's role and function.
 3. The supervisor will conduct a mid-year conference with all those for whom he or she has evaluation responsibility. In those cases where an employee's performance is considered only satisfactory or below, the supervisor must summarize this conference in writing including suggestions to improve performance.
 4. Should an administrator's performance be considered "above satisfactory" at mid-year but fall off later in the school year, the supervisor is expected to meet again with the administrator, advise him or her of concerns, and summarize those concerns in writing.
 5. When an administrator's performance is considered on "at" or "below" a satisfactory level, the supervisor is responsible for making suggestions to improve performance, arranging a schedule for more frequent meetings when this is warranted, and possibly renegotiating the employee's goals when mutual agreement can be reached to do so.
 6. Written final evaluations will be received by all administrators by August 1, and those whose performance is found to be only "at" or "below

satisfactory” will receive their written evaluations by July 1, so long as the administrator has provided the supervisor with any requested self-evaluation material by the date it was requested.

- B. A copy of each supervisory or evaluation report shall be furnished to the member involved before it is put in the files or acted upon. Such member shall have the right to discuss the report with his or her supervisor or evaluator and to submit a written answer to the report which shall be attached to it in his or her file.
- C. The member shall countersign all such reports to indicate that he or she has seen the report, with the statement that such signature does not necessarily indicate agreement with the contents of the report.
- D. No member will be disciplined, reprimanded or reduced in rank or compensation without just cause. This does not diminish the Board’s present authority under Section 3012 of the Education Law in respect to the employment of non-tenured administrators.
- E. Any member may request a written evaluation each year.
- F. Denial of Tenure:
 - 1. Denial of appointment on tenure of a probationary member or termination of the employment of a tenured member for cause shall be in accordance with the applicable provisions of the Education Law.

Termination of employment due to the elimination of a position will coincide with any June 30th. The member whose position is to be eliminated is to be notified prior to March 1.

- 2. The administration recognizes its obligation to counsel with and assist non-tenured members so that they will have every opportunity to attain the level of professional competence necessary to be given tenure.
- 3. A non-tenured member whose services are terminated or who is denied appointment on tenure shall have the right, if he or she so requests, to a conference with his or her evaluator and the Superintendent or his designee.

ARTICLE XVI - Member’s Files

- A. Official member files in the school and District offices will contain only material and information necessary to establish a progress record of the member’s service.
- B. Except for material submitted prior to a member’s employment, no material or

information derogatory to a member's conduct, service, character or personality will be placed in the file, unless the member has had an opportunity to review the material. The member will acknowledge that he or she has read such material by affixing his or her signature on the actual copy filed, with the statement that such signature in no way indicates agreement with the contents thereof.

- C. The member will have the right to provide an answer or explanation for any material filed, and his or her written and signed statement will be attached to the file copy.
- D. Members have the right, upon request, to review the contents of their personal files except as to confidential references from colleges and employers and to make copies of any documents in it. A member will be entitled to have a representative of the Association accompany him or her during such review.

ARTICLE XVII - Compensation

A. Graded Salary Plan

1. Purpose of Article

The purpose of this Plan is to provide a basis for computation and payment of salaries for members. The calculation and computation of all unit member salaries shall be governed in accordance with the procedures set forth in this Article.

2. Board Graded/Salary Plan

The parties agree that salaries shall be graded in accordance with the following salary ranges during the three (3) year term of this Agreement:

	Minimum	Midpoint	Maximum
High School Principal	\$130,000	\$145,000	\$160,000
Middle School Principal	\$120,000	\$135,000	\$150,000
Elementary School Principal	\$110,000	\$127,500	\$145,000
Assistant Principal/Assistant Director of Special Ed/ Directors/House Directors	\$100,000	\$117,500	\$135,000
Special Ed Supervisor	\$ 85,000	\$100,000	\$115,000
Athletic, Health and PE Director	\$100,000	\$122,500	\$145,000

Effective July 1, 2004, following the grant of salary adjustments set forth in Sections 3, 4, 5, 6 and 7, if applicable, unit members will be placed into their job title range at their salary in effect on June 30, 2004.

Administrators employed subsequent to the date of execution of this Agreement shall be placed into their respective range at the hiring salary

established by the Board, not to be lower than the minimum of the range, nor higher than the maximum of the range.

(Effective July 1, 2004, the position of House Director will be changed from a 10 month position to an eleven (11) month position. Effective July 1, 2004, the salaries of the incumbents of the position shall be adjusted to reflect the increased work year.)

3. Individual Adjustments

- a) Effective July 1, 2004, and prior to the application of the wage increases and service increment hereinafter described, the following unit members shall be granted a "one-time" equity adjustment to their salaries as hereinafter indicated:

Stephen Falcone \$ 5,000

Notwithstanding the provisions of this Plan, for the school year 2004-2005 only, the following individuals will receive a total wage increase for the school year 2004-05 as indicated:

Eric Byrne \$11,820
Robyn Lane \$12,500

- b) The incumbent of the position of Director of Physical Education, Health and Athletics, Thomas Caione, shall be assigned additional duties effective July 1, 2004 including Stadium Manager and Director of School Health Services in addition to all salary adjustments, hereinafter set forth in Sections 3, 4, 5, 6 and 7 applicable to Thomas Caione during the school year 2004-2005, he shall be granted an additional salary increase in recognition of his assumption of additional job duties. Said sum shall equal the difference between the aforesaid 2004-2005 salary increases, and \$20,000. It is the intent of the parties that he will receive a total wage increase of \$20,000 for the school year 2004-2005.

4. Salary Determination

Effective July 1, 2004, July 1, 2005 and July 1, 2006, the DISTRICT shall grant each unit member a salary increase equal to the dollar value of 3.25% of the midpoint of the salary range in which the unit member's job title falls.

5. Service Increment (applied annually to the previous year's salary, added to the across-the-board increased salary)
- 1.0% for members whose salaries fall above the midpoint of their

- range.
- 1.5% for members whose salaries fall below the midpoint of their range.

6. Career Level Increase

A member will receive an increase raising the unit member's salary to the midpoint of the salary range if their salary (after applying the across-the-board and service increment raises) is below the midpoint, subject to review and approval by the Superintendent (or her designee), according to the criteria set forth in the attached "Request for Career Level Status Form." This will occur at the beginning of the 5th, 10th, and 15th years of service to the District. Movement to the Career Level Salary will be a performance-based decision subject to:

- a) A statement of full professional proficiency by the unit member's current supervisor. The statement of full professional proficiency is a higher standard than the annual evaluation statement of "satisfactory" performance;
- b) The submission of a portfolio by the unit member to the Superintendent at least four (4) months before the anniversary of the award date noted above for use by the Superintendent in reaching her decision to grant or deny the career level salary award.

Eligible unit members shall submit a completed "Request for Career Level Status Form" (see attached). The portfolio referred to above shall include the documentation referred to in the "Career Level Status Form" to be included with the completed "Request for Career Level Status Form" and shall reflect how the administrator believes the quality of his/her performance has met the criteria listed in the Form.

7. There shall be an overall ten percent (10%) cap on any one year increase from the previous year's salary (excluding the longevity stipend referred to in Article XVIII (B) of the parties Agreement). Any sums exceeding ten percent (10%) will be carried over to the next fiscal year and become part of the employee's base salary on which the following year's wage adjustments will be applied, subject again to an overall ten percent (10%) cap.

B. Career Differentials

A career differential of \$1,300 shall be paid, as part of regular salary, to any administrator during the year in which he or she completes 18 years, 22 years, and 25 years of service in the profession, the last 7 years of which have been

with the Bedford Central School District. This sum shall be paid in successive years thereafter. An administrator receiving \$1,300 at his or her 18th year of service (the last 7 years in the District) will receive this sum until he or she reaches his or her 22nd year in service. In the 22nd year he or she will receive an additional \$1,300 per year. The sum of \$2,600 will be received until he or she reaches his or her 25th year at which time he or she will receive an additional \$1,300 per year. The total sum of \$3,900 will continue to be received by him or her until he or she retires. If an administrator reaches 7 years of service in this District and his or her total service is 22 or 25 years, he or she will receive \$2,600 or \$3,900, respectively upon completion of his or her 7th year in the District and will continue to receive these sums in successive years until he or she retires.

- C. The work year for all members of the unit shall be September 1st to June 30th, with eleven (11) month employees required to work an additional twenty (20) days during July and August. Compensation for days worked beyond the work year shall be paid at the rate of one two-hundredth (1/200th) of the unit member's annual salary for each day approved in advance by the Superintendent.
- D. In addition to other funds available for memberships, workshops and conferences the sum of \$900 per administrator per year shall be allocated for administrative professional development. This \$900 shall be used at the reasonable discretion of the administrator. Unused funds by an administrator may be carried over from year to year. Monies not used shall revert to the District in the case of resignation, retirement or termination.
- E. Administrators participating in the District mentorship program shall receive a \$1,000 stipend for each year of service.

ARTICLE XVIII - Retirement Award

A unit member who is vested under the New York State Teachers Retirement System as a Tier I, Tier II, Tier III or Tier IV retiree, but who has not achieved age fifty-five (55), shall receive this retirement award, provided the member gives notice of retirement to the Superintendent no later than May 1 of the school year prior to his or her last year before retirement. The unit member shall be paid during his or her last year before retirement, as part of his or her regular salary, an amount equal to one percent (1%) of his or her final year's salary, for each year he or she has served in the School District (or its former autonomous districts), provided such member will have served at least ten (10) years in the District.

Members who give later notice will receive the award but may receive it as late as the school year following the year of their retirement. The salary to be used in determining the amount of the retirement award will include any career

differential paid to the retiring member in his or her last year before retirement.

A member who has not achieved age fifty-five (55) but has served twenty-five (25) years in the School District and submits a notice of retirement from public education in New York State shall receive this award as stipulated in the previous paragraph.

ARTICLE XIX - General

- A. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Law. If any provision of this Agreement or an application of this Agreement shall be found contrary to applicable law, then such provisions or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. As required by the Public Employees' Fair Employment Law, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has approval. The parties acknowledge that the Board is the appropriate legislative body, and by its execution of this Agreement has approved it.
- C. An individual arrangement, agreement or contract between the Association and the Board for an individual member shall be subject to this Agreement. If such an individual arrangement, agreement or contract is in any way inconsistent with this Agreement, this Agreement shall be controlling.
- D. This Agreement constitutes District policy and the Board will carry out the commitments contained herein and give them full force and effect as District policy. The Board shall not change or modify any of its policies, rules or regulations which affect the terms and conditions of employment of members during the term of this Agreement, except with the prior approval of the Association.

ARTICLE XX - Grievance Procedure

A. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the claims of the aggrieved person or persons.

B. Definitions

1. Grievances shall mean any complaint by a member or group of the

Association based on an alleged violation, misinterpretation or inequitable application of Board policies, administrative procedures and regulations, or this Agreement. The term "grievance" shall not apply to any matter as to which (1) the exclusive method of review is prescribed by law or by any administrative rule or regulation having force and effect of law, or (2) the Board and/or the Superintendent is without legal authority to act. Any event giving rise to a grievance which occurs more than thirty (30) working days prior to the implementation of Stage I, as described in Paragraph D below, shall not be deemed the subject of a grievance.

2. The term "days" except where otherwise specified, shall mean calendar days.
3. Supervisor - shall mean any person regardless of title who is assigned to exercise any level of supervisory responsibility over employees.
4. Division Head - shall mean a principal, director of a division (e.g., special services), and assistant superintendents of schools.

C. Use of Grievance Procedure

1. The right to use the established grievance procedure is guaranteed to all members without coercion, discrimination or reprisal.
2. The aggrieved party may be represented at all stages of this procedure by a person of his or her own choosing.
3. Failure by the aggrieved party to initiate action in order to move within the specified time periods as outlined herein, from stage to stage in the grievance procedure, shall be considered to constitute an abandonment of the grievance.

D. Procedure

Stage I - A grievance must be initiated under this procedure by the member submitting it in writing to his or her immediate supervisor on a form to be mutually developed by the Board and the Association. The immediate supervisor shall schedule a meeting with the member for the purpose of reviewing the grievance within three (3) working days of presentation. The immediate supervisor shall render a decision in writing on the grievance within three (3) working days following the date of such meeting.

Stage II - If the grievance is not resolved at Stage I, the member shall, within seven (7) working days of receipt of the decision of the immediate supervisor, present his or her appeal formally and in writing to the appropriate division head unless the division head rendered the decision in Stage I in which case the

member shall move immediately to Stage III of the grievance procedure. Before rendering a decision the division head may require a formal hearing. A determination in written form shall be made by the division head, or his or her designee, within five (5) working days after the submission of final documents in the appeal unless a different time shall be established by the mutual agreement of the parties involved.

Stage III - If the grievance is not resolved at Stage II, the member shall, within seven (7) working days of receipt of the decision of the division head, present his or her appeal formally and in writing to the Superintendent of Schools. Before rendering a decision, the Superintendent may require a formal hearing. A determination in written form shall be made by the Superintendent, or his designee in the appeal unless a different time shall be established by the mutual agreement of the parties involved.

Stage IV - If a grievance is not resolved at the level of the Superintendent, the aggrieved member may submit the grievance in writing to the President of the Association or his designee, requesting the Association to submit his or her grievance to arbitration. The Association, on its own initiative or at the request of an aggrieved member, may submit the grievance to arbitration.

The Arbitration proceeding shall be initiated by the Association by filing with the Board and the American Arbitration Association a notice of arbitration. The notice shall be filed within twenty (20) working days after receipt of the Superintendent's decision. The notice shall include a brief statement setting forth the issue to be decided by the arbitrator.

The arbitration shall be governed by the rules and procedures of the American Arbitration Association.

The arbitrator shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
2. Involving Board discretion or Board policy consistent with the provisions of this Agreement, Board by-laws, and applicable law, except that he or she may decide in a particular case that the Board's action was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.

The decision of the arbitrator, if made in accordance with his or her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy as part of his or her

decision.

The arbitrator's fee will be shared equally by the Board and the Association.

The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any member in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

E. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take action complained of, subject, however, to the final decision on the grievance.
2. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Association to present or process a grievance not involving the application or interpretation of this Agreement on behalf of any member without his or her consent.
3. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual member from presenting or processing a grievance through the procedure provided in this Article except that no individual member may submit a grievance to arbitration without the approval of the Association.
4. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any member his or her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.
5. Whenever a grievance is filed by a member personally or through a representative which would involve the application or interpretation of the terms of this Agreement, notice shall be given to the Association by the member filing the grievance and the Association will be given the opportunity to present and state its views at all stages of grievance and arbitration procedures. When a grievance reaches Stage III or beyond, the Board shall notify the Association of all such proceedings.
6. If an immediate supervisor, division head or Superintendent or his designee does not render a written decision on a grievance within the time required under Paragraph D, the aggrieved member may appeal the grievance to the next Stage of the procedure.

7. If a grievance affects a member or members in the Association, or the rights of the Association, the Association may bring such grievance itself by submitting it in writing to the Superintendent, and such grievance shall be commenced at Stage III of the grievance procedure.
8. Decisions rendered at Stage I, II and III of the grievance procedure shall be in writing clearly setting forth the decision and the reasons therefor and shall be transmitted promptly to all persons concerned and to the Association.
9. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
10. Forms for filing grievances, taking appeals, rendering decisions and other necessary documents will be jointly prepared by the Board and the Association and made available at all schools.

ARTICLE XXI - Tuition Grants

Members pursuing a doctorate degree in educational administration as matriculated students at an institution of higher education licensed or chartered by the University of the State of New York shall be reimbursed a maximum of \$2,000 per year, for tuition, for a maximum of five (5) continuous years, provided the following: (1) the member has undertaken a full year credit load of 9+ credits; (2) the member has passed all courses; and (3) the member provides the District with a transcript showing successful completion of the courses.

In the event the member leaves the employ of the District, all sums paid by the District shall be repaid to the District by the member, and a repayment schedule, not to exceed a three (3) year repayment period, shall be agreed upon. If no agreement on a schedule is reached, and to the extent sums are available, a deduction from the member's final pay check may be made. If the final pay check is insufficient to repay the entire sum owed, the District may pursue any remedy it has at law to obtain reimbursement. However, if the administrator remains employed by the District for five (5) years following the date a grant is awarded, the obligation of the member to pay back the grant shall be waived.

ARTICLE XXII - Duration of Agreement

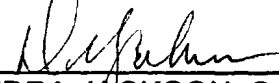
- A. 1. This Agreement shall remain in force and effect for the period beginning July 1, 2004 and ending June 30, 2007 and may not be changed, altered or modified during such period without the mutual consent in writing of the parties hereto.

2. This Agreement shall continue in full force and effect from school year to school year thereafter until terminated, subject to changes negotiated by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

BEDFORD CENTRAL SCHOOL DISTRICT

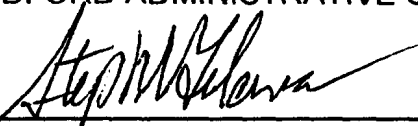
dated:



DEBRA JACKSON, Superintendent

BEDFORD ADMINISTRATIVE SUPERVISORY ASSOCIATION

dated:



STEPHEN FALCONE, President