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Contract Database Metadata Elements

Title: **Bellmore-Merrick Central High School District and Association of Building Administrators of the Bellmore-Merrick Central High School District (2005)**

Employer Name: **Bellmore-Merrick Central High School District**

Union: **Association of Building Administrators of the Bellmore-Merrick Central High School District**

Effective Date: **07/01/2005**

Expiration Date: **06/30/2008**

PERB ID Number: **4597**

Unit Size: **38**

Number of Pages: **19**

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AGREEMENT

BOARD OF EDUCATION

AND

ASSOCIATION OF BUILDING ADMINISTRATORS

JULY 1, 2005 - JUNE 30, 2008

**Bellmore-Merrick Central High School District
1260 Meadowbrook Road
North Merrick, New York 11566**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

MAR 09 2006

ADMINISTRATION

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THIS AGREEMENT entered into by and between the Board of Education of the BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT, Nassau County, New York, hereinafter called the "Board" and the Association of Building Administrators of the BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT is their mutual aim, and

WHEREAS, the Board and the Association recognize and declare as their mutual aim that they shall strive to provide an atmosphere for proper educational growth and development of members of the faculty of the BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT, and

WHEREAS, the Association affirms a policy of assisting and cooperating fully with the Board of Education of the BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT in all matters pertaining to the educational pursuits of this Association, and

WHEREAS, the Association affirms a policy of assisting and cooperating actively with the Superintendent of Schools in providing the best possible educational environment for our district, and

WHEREAS, the Board and the Association recognize and declare as their mutual aim, the objective of keeping the parents of the students informed and advised of the educational opportunities available for their youngsters, and

WHEREAS, the Board recognizes and has certified the Association for purposes of collective negotiations pursuant to the Public Employees' Fair Employment Act, and has assumed the obligation of bargaining with the Association as the exclusive representative of its building administrative personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following covenants it is hereby agreed as follows:

**ARTICLE I
Recognition**

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all building administrators and chairpeople.

B. The Board agrees not to change the titles or duties of Association members, or to eliminate Association positions, without prior notification to and consultation with the Association, in order to afford an opportunity to the Association to make their views and positions known to the Board concerning such changes.

Nothing herein shall be deemed to waive any rights that the Association or any member thereof may assert, if it is believed that any legal rights are violated by any such proposed personnel action by the Board.

C. Reasonable notice shall be given to the Association if any new building administrative positions are contemplated. Salary for such new positions shall be negotiated with the Association.

D. Tenure areas shall be as follows:

1. Principal, Middle School
2. Principal, Senior High School
3. Assistant Principal, Middle School
4. Assistant Principal, Senior High School
5. Chairpersons - based on subject areas supervised

ARTICLE II

Rights of the Association

A. Any individual contract between the Board and an individual member of the Association, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract therefore executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. 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. The Association shall have the right to the use of offices or building facilities of the personnel of the Association for the affairs of the Association without prior approval; provided it does not interfere with normal school operations.

D. When a person is employed for a new position or the person is transferred into an Association position; the Board shall notify the Association in writing, giving the name, address, title of position, rate of pay and assignment.

E. The President of the Association shall receive a copy of the agenda for each regular Board of Education meeting and the subsequent minutes of each Board of Education meeting. The agenda will be mailed to the President at the same time they are mailed to

members of the Board of Education and the approved minutes will be sent as soon as they have been approved.

F. Whenever possible, the Board shall advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy which are under consideration, and the Association shall be given at least thirty (30) days within which to consult with the Board with respect to said matters prior to their adoption or general publication.

G. The parties hereto shall comply with all provisions of this Agreement, unless and until any provision or provisions are held to be contrary to law by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purposes of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof. Should the parties fail to agree upon such modification or substitute provision, the matter may be submitted by either party directly to arbitration in accordance with Article XV hereof.

H. Prior to the adoption of the School Calendar, the Board shall consult with the Association concerning the proposed calendar in order to afford an opportunity for the Association to make its views and positions known to the Board concerning such calendar.

I. Whenever possible the Board agrees to furnish to the Association at least thirty (30) days prior to release to the general public, all such information that the Board intends to make public concerning financial and budgetary matters of the school district, which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association members and the students, together with the information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III **EMPLOYEE RIGHTS**

A. 1. The District agrees to deduct from the salaries of members covered by this Agreement, membership dues and assessments of the Association and such other organizations as the Association may affiliate with and designate, as said members individually and voluntarily authorize in writing.

2. The Association shall advise the District in writing on September 1st of each year, and within thirty (30) days after any member is hired after September 1st, the amount of such membership dues, the number of dates of paychecks, and the sum to be deducted therefrom. The District shall remit to the Association within five (5) days following each deduction the aggregate sum thereof, together with a list of the members for whom such deduction has been made, indicating the amount deducted from the salary of each member. The District shall have no liability for such funds once they have been received by the Association.

3. Unless a member shall notify the District and the Association in writing during the month of September of his/her desire to be removed from dues deduction, he or she may not be removed from dues deduction for the remainder of the school year. The District shall be held harmless by the Association as to the legality of this provision.

4. Every member of the bargaining unit who is not a member of the Association of Building Administrators of the Bellmore-Merrick Central High School District shall, within thirty (30) days after the initial date of employment, or within thirty (30) days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. The Association shall forward to the fiscal or disbursing officer of the District a list of non-members and the sum of money to be deducted from each non-member's paycheck in a manner equivalent to the manner in which dues deductions are made for members of the Association, insofar as possible. The fiscal or disbursing officer shall forward said total amount of agency shop fee deducted to the Association.

Indemnity: The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

Participation in Legal Action: The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the Association and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

B. Nothing contained herein shall be construed to deny or restrict to any Association member rights he may have under the New York State Education or Civil Service laws or other applicable laws and regulations.

C. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

D. The duties of all personnel covered by this Agreement shall be as set forth in their respective mutually developed job descriptions. Copies of all such existing job descriptions shall be furnished to the Association.

E. Members of the Association shall have the right to the use of their offices or their building facilities for the affairs of the Association without prior approval, provided it does not interfere with normal school operations nor involve additional expense to the District.

F. Each building principal shall be provided with a written copy of the Board of Education policies and procedures. As such policies and procedures are added or revised, building principals shall receive written notification of such changes.

G. Association members who in the course of their work are required to use their automobile for transportation from one school building to another shall receive a mileage allowance of the I.R.S. mileage. The same allowance shall be given for use of personal automobiles for field trips or other business of the District. No allowance shall be paid, however, for use of personal automobiles for field trips or other business of the District. No allowance shall be paid, however, for use of personal automobiles in connection with conferences or meetings held in District facilities even if in a building in which the Association member does not normally work.

H. When a member of the Association has been grieved against, there will be prior consultation between the Association member and the Superintendent of Schools to levels II and III of any grievance procedure.

I. The terms and conditions of employment and the assignments of Association members shall not be based on contractual provisions resulting from negotiatory demands of other units. It is understood, however, that assignments to Association members from superiors may be made in order to administer contractual provisions in their Association contracts within the scope of administrator's functions and competence and under the management of such superiors.

ARTICLE IV School Calendar

A. The Unit recognizes that the Superintendent of Schools has the right to require each member of the Unit other than chairpeople to work five additional days. These days shall be during the school vacation periods (Christmas, Mid-Winter and Spring Recess). No compensation shall be paid for these days. The scheduling of these days shall be in consultation with the building principal and the Superintendent of Schools.

Chairpersons shall work the teacher calendar and eight (8) additional days during the months of June, July, August and September. The scheduling of these days shall result from consultation with the building principal and the Superintendent of Schools.

B. For the purposes of summer employment, an eleventh month shall be twenty (20) days during the period July 1 to August 31, such employment subject to the approval of the Superintendent or designated representative. However, July 4 shall be a non-working holiday.

C. In the event that an eleventh month employee works beyond twenty (20) days at the direction of his immediate supervisor during the summer recess, he shall receive compensatory time during the subsequent school year. This compensatory time shall be mutually agreed upon.

D. Every member of the Association shall enjoy the same holidays, vacations and school calendar as the teachers enjoy under the calendar in force and effect during the life of this contract, except as outlined in Paragraph A above.

E. No members of the Association shall be required to report for work on Saturdays or Sundays except where their attendance is required at school functions. It is understood that chairpersons shall participate with principals and assistant principals in the supervision of building activities. For the duration of this contract period, each chairperson shall serve a maximum of four such supervisions per year.

F. All new building administrators and present building administrators changing positions within the Unit shall be 12 month employees. They shall have 22 days of summer vacation.

ARTICLE V Condition of Employment

A. The District will make all reasonable efforts to install air conditioners in each Association member's office as soon as possible.

B. A committee shall be established, composed of equal representatives of the District and the Association, which shall recommend a program for the proper utilization of school clerical personnel.

C. If voting or non-voting membership on the Board of Education or its sub-committees is extended to any other group, this Association will be provided with voting or non-voting Board membership equal to that of the largest represented group.

D. Assignment of administrative interns shall be made with full consent of the Association members affected by such assignment.

E. Where practicable, teachers being considered as candidates for teaching vacancies within a building shall be screened by appropriate staff members and a building administrator, and the final recommendation for that position shall be submitted by the building principal.

ARTICLE VI Vacancies, Promotions, Transfers

A. The Board declares its support of a policy in filling vacancies in supervisory positions from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and solicit applications from interested Association members. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the District, and other relevant factors.

B. The Unit recognizes that the Superintendent of Schools has the right to transfer members of this Unit for the improvement of the educational program. Such transfers shall be made after discussion with the Unit executive committee.

C. The District recognizes that it is desirable to consider the interests and aspirations of the members of the Association. Requests by a member of the Association for a transfer to a

different building shall be made in writing, with one copy filed with the Association. The application shall set forth the reasons for the transfer request and the building. Such requests shall be renewed once each year to assure active consideration by the District. The District shall not unreasonably deny any such request. An applicant for transfer of building shall be notified in writing as to the action; such notice to be given within forty-eight hours thereafter.

D. In a case where a vacancy occurs in a Unit I position during the school year, the Superintendent shall fill the position temporarily within four (4) weeks from the time the position becomes vacant. Such temporary appointments shall not extend beyond six (6) months.

In the event a Unit I position is not filled within four (4) weeks, the Superintendent will meet with a committee of the Association to reach mutual agreement as to the administrator or administrators delegated to perform the job assignments of the unfilled position. Compensation shall be paid in accordance with the salary currently in effect for that position and pro-rated for the duration of time that such position is filled.

E. In Paragraphs C and D above, the Association member filling the position shall be paid salary applicable to that position.

F. In order to insure harmony between building principals and other building administrative and supervisory personnel when a vacancy occurs in a building administrative or supervisory position, due consideration shall be given to the recommendation of the building principal to the Superintendent.

ARTICLE VII Paid Leaves of Absences

A. Each building administrator shall be credited with seventeen (17) days of sick leave per year at the beginning of each school year to be used for absence caused by illness or physical disability of the Association member. Department chairpersons shall be credited with 16 days of sick leave per year. The unused portion of such allowance shall accumulate from year to year up to a maximum of 191 days total accumulation for building administrators and 180 days for chairpersons for purposes of calculating payment under the total accumulated unused personal sick leave provisions and to a maximum of 225 days for sick leave only. At or prior to the beginning of the school year, each Association member shall be notified in writing as to the amount of his/her total accumulated unused sick leave.

B. An Association member who is unable to work because of personal illness or disability shall be afforded the same rights given teachers under their agreement.

C. Any physical examination, immunization or chest x-ray required by the District shall be performed at District expense. The Board shall also consider requiring periodic x-ray examinations if recommended by medical authority.

D. Association members shall have the right to utilize portions of their current sick leave allowance for personal business upon one (1) day's notice, if possible to the Superintendent. On a day before or the day after any holiday, prior approval of the

Superintendent must be granted. Association members also shall have the right to utilize portions of their current sick leave allowance in the event of the serious illness of the Association member's spouse, parent, brother, sister, child or other person normally living in the household, or death of the Association member's spouse, parent, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person normally living in the household, or for the observance of religious holidays.

E. An Association member called for jury duty shall be compensated for the difference between his regular pay and the pay received for the performance of such obligation.

F. After giving notice in writing to the Board of Education of an Association member's intention to leave the employ of the District for reasons other than retirement, involuntary separation or request for resignation by the Board of Education, or for retirement, such employee hired prior to July 1, 2006 shall be granted an increase in current salary, but only if permitted by applicable law, for the equivalent to current pay for total accumulated unused personal sick leave in the District in accordance with the following schedule, but in the event of retirement, no less than 70% of such accumulated leave. Effective July 1, 2006 payment will be no less than 65% of accumulated leave and effective July 1, 2007 payment will be no less than 60% of accumulated leave. However, to receive accumulated sick leave benefits for retirement, members of the Unit must notify the District by March 1 of their intention to retire. Effective July 1, 2006 members must notify the District by February 1 of their intention to retire. This retirement must be effective at the end of the school year.

1. From four (4) full years of service up to and including fifteen (15) years of service: 20% of accumulated leave.
2. From more than fifteen (15) years to and including twenty (20) years of service: 30% of accumulated leave.
3. From more than twenty (20) years to an including twenty-five (25) years of service: 50% of accumulated leave.
4. From more than twenty-five (25) years of service: 70% of accumulated leave. Effective July 1, 2006 payment will be no less than 65% of accumulated leave and effective July 1, 2007 payment will be no less than 60% of accumulated leave.

Termination pay of 50% of accumulated sick leave shall be paid for bona fide retirement or for more than twenty-five years of service for employees hired on or after July 1, 2006.

If death should occur while in the employ of the District, such increase in salary which the employee would have been entitled to receive will be paid to the employee's beneficiary, if designated; otherwise to the estate of the employee.

ARTICLE VII-a
UNPAID LEAVES OF ABSENCE

An unpaid leave of absence for up to two (2) years may be granted to any Association member if recommended by the Superintendent of Schools. This leave must coincide with the school year.

ARTICLE VIII
ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged, subject to the proper functioning of the school system and the maintenance of academic standards.

ARTICLE IX
EMPLOYEE PROTECTION

A. Any case of assault upon an Association member shall be promptly reported to the Board or its designated representative, and same should be reported in writing to the Association. The Board will provide legal counsel to advise the Association member of his rights and obligations with respect to such assault, and shall render all reasonable assistance to the Association member in connection with handling of the incident by law enforcement and judicial authorities.

B. If any Association member is complained against or sued as a result of any action taken by the Association member while in the scope of or pursuit of his employment, the Board upon the recommendation of the Superintendent of Schools in meritorious cases will provide legal counsel and render all necessary assistance to the Association member in his defense.

Prompt written notice of any complaint against an Association member shall be given to the Association member and to the Association. This provision shall not abridge any rights of Association members provided by statute.

C. Any official complaint, including complaints to the Board or to any employee of the District shall be promptly referred to the Association member involved and a conference will be arranged between the complainant and the Association member. If, after this conference, the matter is unresolved, a conference among the complainant, the Association member involved, a representative of the Association, and the Superintendent of Schools will be scheduled in an effort to resolve the problem.

The Board supports the policy of referring complaints about Association personnel to such person complained against.

D. Time lost by an Association member in connection with any incident mentioned in this Article shall not be charged against the Association member.

E. The District will provide reimbursement for repair or value, whichever is less, of clothing and personal effects, excluding automobiles, damaged or destroyed during the course of an incident to employment, provided loss is not caused by negligence of the claimant.

F. No action shall be taken upon any complaint by a parent of a student or of a student directed toward an Association member, nor shall any notice thereof be included in said Association member's personnel file, unless such matter is promptly reported in writing to the Association member concerned.

G. Every Association member shall, upon request, have the right to review his personnel file.

ARTICLE X

Professional Improvement

A. The parties support the principle of continuing training of Association members, participation by Association members in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. Upon approval of the Board, it will provide the necessary funds for Association members who desire to attend selected professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute needed to relieve the participant. An Association member attending such a conference shall be granted sufficient leave time to attend without loss of compensation or benefits.

C. Each Association member shall have the opportunity each year to attend at least one professional conference. The Association members will be responsible for the rotation of attendance at such conferences so that each school will have an Association member on duty at all times. Local meetings may be attended by the Association members at their discretion where the same does not interfere with the normal functions of the educational program.

ARTICLE XI

Reductions in Personnel and Consolidation of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined.

B. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated District.

C. Should any substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of Association members employed by the Board, the Board will retain, as nearly as possible, those Association members with the longest service in the District. The Board will further use its best efforts to assist all Association members terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the District from fulfilling the terms of any contract with an Association member.

ARTICLE XII Professional Compensation

A. Salaries for Principals and Assistant Principals will be in accordance with the attached salary schedule, Addendum I.

B. Only those members of Unit I receiving an evaluation of “satisfactory” or better shall receive a salary increase.

C. Chairpersons shall be compensated based on their placement on the teachers’ salary schedule, plus the following stipend during the term of this contract:

Building Chairs -	year 1 - \$8,200
	year 2 - \$8,700
	year 3 - \$9,200
District Chairs -	year 1 - \$8,700
	year 2 - \$9,300
	year 3 - \$9,800
Lead Chairs -	year 1 - \$8,700
	year 2 - \$9,300
	year 3 - \$9,800

Effective July 1, 1998, salary increases for chairpeople will be paid only upon completion of negotiations with Unit I.

D. Entry level salaries: the District will consult with the Unit prior to the establishment of entry level salaries for administrative positions.

E. Curriculum Supervision: Chairpersons are expected to write curriculum as part of their responsibilities. (If chairs are required to write curriculum they will be paid according to

the teachers' salary schedule for curriculum writing.) If a chair supervises summer curriculum projects they will receive \$300/curriculum to a maximum of \$1,000.

ARTICLE XIII Insurance Protection

A. The District shall maintain at its sole cost and expense, the existing levels of insurance protection for each member of the Association covered by this Agreement except that effective July 1, 2005 active members of the bargaining unit who receive health insurance shall contribute 12% of the premium for the coverage that they choose:

1. Health insurance for individual, individual and dependent and dependent student
2. Full dental insurance on an individual basis.
3. Disability insurance that provides all benefits as the policy provided by the District.

The District will also provide administrators with health insurance during retirement. The contributions for retiree health insurance will be as follows: Those administrators retired prior to July 1, 1984 - District pays 100%. Administrators who retired from July 1, 1984 to June 30, 1991 District pays 95% and retiree pays 5%. Administrators who retired from July 1, 1991 to June 30, 1995, District pays 92.5% and retiree pays 7.5%. Administrators who retire from July 1, 1995 to June 30, 2005, District pays 90% and retiree pays 10%. Administrators who retire effective July 1, 2005 and thereafter, District pays 88% and retiree pays 12%.

4. Effective July 1, 2006, \$100,000 group term life insurance per Association member. The District agrees to pay the yearly premium while the Association member is employed by the District. Upon retirement, the member may elect to continue this life insurance but shall reimburse the District for the cost of the yearly individual premium.

B. A health insurance plan providing a total benefits package comparable to the plan in existence on June 30, 1991, or the plan at the time of the alternate proposal may be instituted by the District upon written notice to the Association, which notice shall include a copy of the plan including costs and premiums. The Association shall have 60 days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within 60 days of the original date of Board presentation of the plan to the Association. The panel shall be comprised of three persons with expertise in health insurance. Each party shall designate one member of the panel. These two members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel shall have the authority to hold hearings and review submissions of the parties, and shall render a decision sixty (60) days following their appointment. The decision of the panel shall be final and

binding on the District and the Association. The new plan shall not become effective unless and until either the Association agrees that benefits are compatible or the impartial panel so holds.

C. 1. Members of the Unit shall have the option to withdraw from participation in the Health Insurance Plan or change from family to individual. Members who exercise these options must notify the District in writing by May 1st of their intentions. A member who exercises the option to withdraw shall receive two payments equal to 50% of the District's cost of health insurance for those who withdraw from family coverage and individual coverage in the first paycheck in January and the last paycheck in June. Those members who exercise an option to change from family to individual coverage shall receive two payments equal to 50% of the difference between the District's cost of family and individual health insurance in the first paycheck in January and the last paycheck in June.

2. New members of the Unit must notify the District by October 1st of their intentions. Members who exercise these options will receive a prorated amount.

3. Members who have withdrawn from the District's Health Insurance Plan shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the member requests reinstatement during a school year, the member shall receive a prorated portion of the amount designated in Section C.1.above. This change can be made once a year.

4. The District will provide an optical plan to members of the Unit under Section 125 at no cost to the District.

ARTICLE XIV STANDING COMMITTEE

A Standing Committee is to meet three times a year at approximately quarterly intervals, for the purpose of discussing matters of mutual interest and concern. This committee shall be comprised of representatives of the Board of Education and the Association or any group thereof. However, any dialogue on such matters will not supplant negotiations entered into between the Board and the Association pursuant to this Agreement and grievances will be processed exclusively in accordance with the terms of this Agreement.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1 - Definition: Any dispute concerning the interpretation or application of this Agreement may be raised as a "Grievance" by either party to this Agreement.

Section 2 - Time Limits:

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum, and every effort should be made by all parties to expedite the process.
- (b) The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to complaints or grievances of Association members or groups of Association members. Both parties agree that proceedings under this Article shall be kept as informal and as confidential as may be appropriate.

Section 3. General Principals:

- (a) It shall be the firm policy of the Board to assure to every Association member an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.
- (b) The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, provided, however, in the event new facts are obtained which were not previously known to him/her but which, if they had been known, might have influenced the disposition of the grievance; the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated; provided further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.
- (c) At any level, the failure of any person to communicate his decision to the Association member within the specified time limits shall permit the Association member to proceed to the next level.
- (d) If a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.
- (e) Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared. The Superintendent of Schools shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate operation of the grievance procedure.

- (f) Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to the Association representatives processing the grievance at such step and to the Association member initiating the grievance.
- (g) If, in the judgment of the Association, a grievance affects a group of Association members and appears to arise from the alleged action of authority higher than the Superintendent of Schools or is associated with system-wide policies, it may be submitted directly at Step 2, to be described below.
 - a) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 - b) Investigation of grievance as may be required shall be conducted during the hours of employment.
 - c) Nothing contained herein will be construed as limiting the right of any Association member having a grievance to discuss the matter informally with the Superintendent of Schools, and having the grievance adjusted without intervention of the Association provided: (1) the adjustment is not inconsistent with the terms of this Agreement; (2) the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance; and (3) no Association member may be represented by any other representatives, including representatives or officers of any organization other than the Association.

Section 4. Step 1: Superintendent of Schools

- (a) An Association member with a grievance will first discuss it with the Superintendent of Schools with the objective of resolving the matter informally. If the Association member initiating the grievance is not satisfied with the disposition of the grievance, the Association member may present the grievance to the executive committee.
- (b) If the executive committee approves the further processing of the grievance, the Association member shall file an appeal of the grievance in writing, together with copies of the grievance, with the Superintendent of Schools within fifteen (15) days after the informal decision by the Superintendent of Schools.
- (c) Within two (2) days after receipt of the written grievance, the Superintendent of Schools will meet with representatives of the Association in an effort to resolve the grievance. At the option of the Association, in addition to the Association member initiating the grievance, such representatives may include the attorney for the Association and the President of the Association.
- (d) Within three (3) school days after such meeting, the Superintendent of Schools shall render a decision on the grievance.

Section 5. Step 2 : Board of Education

- (a) If the Association is not satisfied with the disposition of the grievance at Step 1, the Association may file an appeal in writing, together with copies of the grievance and the decision at Step 1, with the full membership of the Board of Education within fifteen (15) school days after the decision at Step 1. A copy of the appeal shall simultaneously be submitted to the Superintendent of Schools.
- (b) No later than the next regularly scheduled meeting of the Board of Education, or at a special meeting of the Board of Education called earlier for such a purpose, the Board of Education or a Committee thereof shall consider the grievance. An appropriate representative selected by the Association from among the representatives listed at Step 1 shall be heard on behalf of the Association by the Board of Education or a committee thereof.
- (c) Within five (5) school days after such meeting the Board of Education shall render a decision on the grievance.

Section 6 - Step 3: Arbitration:

- (a) If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days after the decision at Step 2.
- (b) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may demand arbitration before the American Arbitration Association, and request for a list of arbitrators will be made to said Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and as to all procedures.
- (c) The arbitrator so selected will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the expressed term of this agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.

- (f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE XVI
Rights of the Board of Education

Except as otherwise specifically set forth in this Agreement, the Board of Education and its designated supervisory officials shall be solely responsible for the operation and control of the school system and its personnel, including (but not limited to) the right to hire Association members, the selection and development of the curriculum, the establishment of the educational policy, the supervision of teachers, and the establishment of budgetary, taxing and other financial policies.

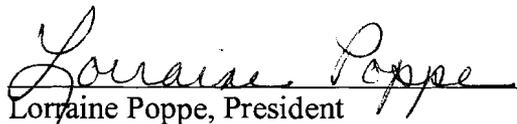
ARTICLE XVII
Duration of Agreement

A. This Agreement shall be effective for a term of three (3) years - July 1, 2005 to June 30, 2008.

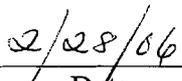
B. This Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this Agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counter-proposals.

It is agreed, however, that in the event any provision of this Agreement is declared invalid or if a change in the Agreement is required by law or if any extraordinary or unusual circumstances occur, the parties will negotiate the same in good faith and incorporate it into the Agreement.

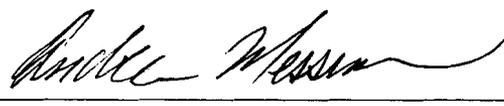
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.



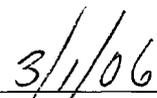
Lorraine Poppe, President
Association of Building Administrators



Date



Andrea Messinger, President
Board of Education,
Bellmore-Merrick Central High School District



Date