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Union: **Bloomfield Association of School Administrators**

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AGREEMENT

Between the

**BLOOMFIELD ASSOCIATION OF SCHOOL
ADMINISTRATORS**

and the

**SUPERINTENDENT OF SCHOOLS
BLOOMFIELD CENTRAL SCHOOL DISTRICT**

JULY 1, 2012 through JUNE 30, 2015



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ARTICLE 1

Recognition

The Bloomfield Central School District Board of Education, having determined that the Bloomfield Association of School Administrators is supported by a majority of Administrators recognizes the Bloomfield Association of School Administrators as exclusive negotiating agent for the Administrative Unit consisting of the professional administrative employees of the District appointed as Director of Curriculum and Assessment, Director of Pupil Personnel, Director of Migrant Programs, Principal, Assistant Principal, or Coordinator, and excluding all others.

Effective upon the termination of employment of the current (September 2012) incumbent in the title Director of Migrant Programs, that title shall be excluded from the Administrative Unit and the recognition clause shall be automatically deemed amended accordingly.

This Recognition Agreement shall remain in effect for the maximum period permitted by law.

ARTICLE 2

Negotiations Procedures

The Superintendent, or his/her designated representative, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Upon a request of either the President of the BASA, or the Superintendent, to the other party for a meeting to open negotiations, a mutually acceptable meeting date and place shall be set for not more than ten (10) days following the next regularly scheduled Board meeting following such request. In any given school year, such request shall be made on or before February 1st. The parties will share budgetary and operational data and information. It is agreed by and between the parties that any provision of the 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 given approval.

Copies of the final Agreement, resulting from such negotiations, shall be printed at the expense of the District, and distributed to all unit members now employed, or hereafter employed, by the District, within one month after its ratification, or at the time of employment, if that occurs later.

This Agreement is the result of collective negotiations between the Superintendent and the Association, which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of the Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Superintendent and the Association. It is the intention of the parties that the policies and regulations set forth in the final Agreement shall govern their relations during the term of the Agreement. This Agreement shall constitute the full and complete commitments

between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement as is consistent with established law. Any individual arrangement, agreement, or contract, hereafter executed shall be expressly made subject to, and consistent with, the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

ARTICLE 3

Salary and Fringe Benefits; Evaluation Process

A. Salary

1. Three salary brackets are established for the positions in the Unit with minimum salaries as follows:

Principal	\$81,500.00
Director	\$76,000.00
Assistant Principal/Coordinator	\$65,500.00

All positions are stated at 12 month rate (pro-rated if shorter terms).

Unit Members serving in positions that are shorter than 12 months may submit a written request to the Superintendent of Schools by June 1 each year for additional summer work days; the Superintendent shall make the decision in his/her discretion as an exercise of management prerogative, which shall be final and binding and shall not be subject to the grievance procedure hereof or to challenge in any other proceeding or forum.

2. Effective July 1, 2012, 2013 and 2014 each returning Unit Member shall receive a 1.75% increase on the salary in effect on the prior June 30 plus \$225.00 on base, except that the salary of the current incumbent Director of Migrant Programs shall be in the amount determined by the approved federal grant for the applicable year.

B. Group Health Insurance

1. **Premiums** -- The Base Plan is the Blue Point 2 \$20 co-pay with the \$10/\$25/\$40 prescription rider. The District shall contribute eighty-five percent (85%) of the Base Plan premium cost toward the premium for the District-offered health insurance plan chosen by the unit member. The unit member shall pay the rest of the applicable premium by payroll deduction.
2. **Retirement Group Health Premiums** – The District shall continue to contribute fifty percent (50%) of the total premium cost for all unit members who have retired on or before June 30,

2006; for all unit members who retire from the District on or after July 1, 2006, and who have completed ten (10) or more consecutive years of full-time service with the District, the District shall contribute fifty percent (50%) of the Base Plan premium cost up to 100% of the premium cost of the plan chosen by the retired unit member and the retired unit member shall pay the rest of the applicable premium

Surviving spouses of qualified retirees may maintain coverage under the District plan, upon payment by the surviving spouse of 100% of the premium.

3. **Staff Reduction Impact Group Health Premiums** – Any unit member terminated due to staff reductions shall be maintained as a member of the District’s health insurance plan for a period of sixty (60) days, or until said member finds employment elsewhere, whichever occurs first.

4. **Group Health Insurance Carrier/Selection** –
 - (a) The District’s health care insurance provider is the Non-Monroe County Municipal School Plan.

 - (b) The District agrees to provide the Association with sixty- (60) calendar days’ notice prior to the adoption of any change in health insurance carrier or provider. The Association is to be consulted. The comments, suggestions, and any objections of the Association are to be advanced to the District and considered by the District prior to any actual change in carrier. The District agrees to share with the Association the information and documentation with regard to any health programs, carriers, and health care providers which would be used to compare such plans at a time which would enable the Association to offer comments, suggestions, and objections, if any, prior to any actual change in carrier.

 - (c) Effective upon ratification and approval of the Agreement, the District has the right to change the health insurance program carrier, but the benefits provided are to be substantially equal. If there is a claim with regard to an actual problem experienced by an Administrator that the new insurance carrier or provider does not provide a benefit which is substantially equal, then, if the amount or value in question is \$2,000 or less, the matter will be settled by a meeting of the Association President and the Superintendent. If the claim is of an amount or value in excess of \$2,000, then the matter is subject to the grievance procedure contained in this Agreement.

5. **Dental Insurance** – The District shall pay \$200 per year per participating unit member toward the cost of dental insurance or at the unit member’s option a dental flex spending account. The dental insurance plan will be mutually selected by the District and the Association. The plan year for the dental flex spending account will be from January 1 to December 31 with **annual enrollment**.

C. Flexible Spending.

The District has instituted flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-

tax contribution, i.e., \$2,500 for health care expenses, and up to \$5,000 for dependent care contributions per year. The plan year will be from January 1 to December 31 with **annual enrollment**. Any surplus left in these individual flexible accounts will be the property of the District and go first to plan administrative costs and losses to the employer with regard to these accounts. Employees must sign up yearly in December of the preceding year.

D. Section 105 Health Reimbursement Account

The District shall maintain a Section 105 Health Reimbursement Plan and contribute \$200.00 per school year to the account of each Unit Member who is not enrolled in one of the Group Health Insurance Plans offered by the District; for Unit Members enrolled in such plans, the District shall contribute the following amounts per school year:

Single Plan:	\$475
2 Person Plan:	\$700
Family No Spouse:	\$750
Family Plan:	\$800

All amounts will be prorated for a partial year. Any unused amounts in the 105 Account at the end of the Plan Year on June 30 will rollover into the next Plan Year.

E. Evaluation Process

The Superintendent and the Association shall mutually develop an evaluation process to be implemented during the 2009-2010 school year; it is understood that the evaluation criteria and standards will be discussed by the parties, but that the Superintendent retains the discretion to establish and change criteria and standards.

F. Administrative Professional Dues - Upon submission of documented claim(s), administrative dues in professional organizations will be reimbursed.

G. Seniority – Seniority shall be defined as length of continuous service in the tenure area computed from the most recent date of hire. The District shall maintain a seniority list accurately listing the accrued seniority of all tenure areas. Said seniority list shall include the beginning and ending dates of all unpaid leaves of absence. The District shall make available a copy of said seniority list to the Association by December 1st of each school year, and shall provide any corrections, deletions, or additions as they occur.

If the Association or any unit member believes the seniority list to be inaccurate, such claims must be made in writing within thirty (30) school days from the date the Association receives the list. If no such claim is made, both parties shall deem the list accurate. If the parties cannot resolve such claims, a neutral third party shall adjudicate the claims.

H. Professional Development

The District may provide up to \$4,000.00 each year of the current contract for each Administrator in the Unit to attend professional development activities and or graduate level courses. The use of the money will be agreed upon by the individual Unit Member(s) and the Superintendent. The money may be pooled to be expended for major conferences or consultants, if agreed by the Superintendent and an Association professional development committee, with the intention that all Unit Members will participate in professional development activities and that the activities shall be shared on a reasonably equitable basis.

- I. Vacation Days** – Twelve-month administrators will receive twenty (20) vacation days annually, prorated for partial years. Unit members may roll over up to five (5) days of unused vacation time each year (which may accumulate to 15 days carried over, provided that no more than 5 days carried over may be taken as paid vacation in any school year). The rollover will take place on July 1 of each year with the days unused, as of June 30 of the preceding school year, added on to the vacation days allotted for that new school year. Unused vacation days (including any accumulated carry-over days up to the maximum of 15 such days) will be compensated at the rate of 1/240 of base salary at the time of retirement or other termination of employment with the District.

After one year of employment as an administrator in the Bloomfield School District, a unit member will have an additional day of vacation time added each year of employment thereafter, up to a total of five (5) days (year 2 = 21 days; year 3 = 22 days; year 4 = 23 days; year 5 = 24 days; year 6 = 25 days).

Annually, 12 month Unit Members may elect to be compensated for up to 7 vacation days at 1/240 of base salary for each day. The election must be made by June 30 of the salary year.

- J. Sick Days** – Fifteen (15) per year for twelve-month positions (cumulative to 270), Twelve (12) per year for eleven-month positions (cumulative to 240), and ten (10) per year for ten-month positions (cumulative to 200).

Each new hire to the Unit will receive up to 90 days sick leave based upon the accrued sick leave with the immediate past employer. Effective July 1, 2003, then current Unit Members were given credit for sick days in the same way plus those accrued while in the District.

- K. Access to Personnel Files** – Each administrator, upon making an appointment, may inspect the contents of his/her personnel file and make a copy of any documents therein. The Administrator shall be entitled to have a representative accompany him/her during such review.

No material reflecting on the Administrator's conduct shall be placed in his/her personnel file unless the Administrator has had an opportunity to review such material by affixing his/her signature to the copy file. Such signature in no way indicates agreement with the contents thereof. The Administrator may also submit a written answer to such material. His/her answer shall be reviewed by the Superintendent and attached to the file copy. A copy of any material removed from the file will be given to the Administrator. Pre-hiring recommendations are excluded from this review. All such personnel files will be kept in the District office.

- L. Holidays** – All full-time, twelve-month employees will receive the following fourteen (14) paid holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day and New Year’s Eve.

If any of these holidays falls on a weekend, a weekday will be designated, by agreement of the parties, to be observed as that holiday for that calendar year. If school is in session on Good Friday, then in lieu of having a holiday on that day, unit members will have a floating holiday (to be selected by the administrator at least thirty (30) days prior to the occurrence of such holiday, subject to the approval of the Superintendent).

Employees who work less than twelve months per year will receive as paid holidays those holidays referred to above which occur during the employee’s work year.

- M. Abolition of Position** – Tenured administrators whose positions are to be eliminated shall be notified no later than March 1st if the elimination of the position is to take place during the next school year unless there is a substantial reduction in the number of students or unless there is a significant decrease in the District’s revenues.

ARTICLE 4 Leaves and Conferences

A. Personal Leave

1. Each unit member may be granted up to four (4) days of leave per year for personal business on a non-cumulative basis.
2. Use of personal leave days will not be allowed for personal vacation, family vacation travel, honeymoon periods, or holiday situations, except recognized religious holidays.
3. Unused personal days shall be added to cumulative sick days.

- B. Jury Duty Leave** – Employees will be permitted time off for jury duty and for all required appearances in court. The Administrator, immediately upon receipt, shall remit the jury fee, less travel expenses, to the Business office of the District thereof.

- C. Bereavement Leave** – Each unit member shall be granted up to three (3) days for death in the immediate family. “Immediate family” shall be defined as parent, spouse, child, brother, sister, mother and father-in-law, brother and sister-in-law. Exceptions may be granted at the discretion of the Superintendent. This leave is non-cumulative.

- D. Notification of Unused Sick Days** – Each unit member shall be given a written accounting of accumulated sick days by November 1st of each year.

- E. Extenuating Circumstances** – In extenuating circumstances, the Superintendent may grant additional sick, personal and/or bereavement days, paid or unpaid, upon receipt of written requests outlining the nature of the need.

F. Sabbatical Leave – In order that members of the professional staff may be able to take advantage of opportunities for advanced study, significant travel, or other means of professional development, one (1) sabbatical leave of absence may be granted annually. The leave may be granted for one semester at full salary, or for two semesters, at half salary. Sabbatical leave may be granted by the Board of Education upon the recommendation of the Superintendent. Criteria to be used in selecting staff members for sabbatical leave shall be:

1. Factors vital to the professional development of the individual and the school program;
2. A unit member may apply for this leave after completing seven (7) years in this District;
3. Seniority of service, all other considerations being equal; and
4. Unit members must agree to work in the District for two years after the sabbatical, or return the money advanced for the leave.

Applications for sabbaticals shall be submitted at least 75 days prior to the close of the semester preceding the semester for which the sabbatical is requested.

G. Childbearing and/or Child-Rearing Leave – A leave of absence, not to exceed one and one-half academic years without pay, will be granted for childbearing and/or child-rearing purposes, and will be available only during pregnancy or following the birth, or adoption by an Administrator, of an infant.

1. A written request for unpaid childbearing and/or child-rearing leave will be submitted to the Chief School Officer as soon as it is reasonable.
2. It is understood that a childbearing and/or child-rearing leave of absence may, with the approval of the Chief School Officer, be commenced earlier than was anticipated by the unit member when unforeseen medical circumstances arise, or upon notification of adoption.
3. The exit date for a unit member taking childbearing and/or child-rearing leave will be determined by the unit member's physical ability to perform duties. Such date shall be determined upon the advice of a physician.
4. The unit member's physician shall certify the period of physical disability because of childbirth in writing. The unit member shall be paid sick leave benefits only for that period of temporary disability certified by the unit member's physician, provided that the unit members has accumulated sufficient sick leave days to cover the request.
5. Return to active administrative duty from an unpaid child-rearing leave shall be at the beginning of the next academic semester following the unit member's declaration of intention to return, and certification by the attending physician of physical ability to return.
6. All benefits that relate to sick leave under the terms of this Agreement will accrue to unit members for the period of physical disability for childbirth. All benefits that accrue to members on leave of absence without pay under this Agreement will accrue to unit members on childbearing and/or child-rearing leave.

7. The Board of Education may, upon the unit member's request and the Superintendent's recommendation, grant an extension or, or reduction in, the duration of a child-rearing leave, due to changed circumstances.
 8. Probationary Administrators who receive childbearing and/or child-rearing leave will continue the probationary term upon returning to duty.
- H. Military Leave** – Any staff member, on either probationary or permanent employment, who is called involuntarily to active military service, is entitled to return to a position in the school system as soon as such position is available after discharge from military duty. Full credit for compulsory military service experience will be allowed for salary, retirement, and seniority purposes and as may otherwise be required by applicable law.
- I. Other Non-Paid Leaves of Absence** – Leaves of absence for personal reasons other than academic leaves, sickness leaves, childbearing or child-rearing leaves, or military leaves, may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent.
- J. Association Business** – The Association, by designation of its President, shall have a total of three (3) days paid leave of absence annually for members to attend the School Administrators Association of New York's Annual Meeting.
- K. On-the-Job Injury** – In cases of on-the-job injury when an Administrator is in exercise of his/her assigned duties and not guilty of negligence, and provided the injury is compensable under the Worker's Compensation Laws of New York State, the District will continue to pay the unit member's full salary, less the amount of Worker's Compensation, for a period not to exceed 30 working days. There will be no deduction of accumulated sick leave during said period.

ARTICLE 5

Grievance Procedures

Section 1 – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its Administrators is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of Administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the "Board") and its Administrators are so afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 – Definitions

- 2.1 The term, “Grievance,” shall be defined as a claim by any Administrator, or group of Administrators, in the negotiating unit based on any believed violation, misinterpretation, or inequitable application of the terms and conditions of this Contract, or any existing rules, regulations, policies, or written agreements which relate to, or involve, the employee or employees in the exercise of their assigned duties and responsibilities.
- 2.2 The term, “Supervisor,” shall mean any administrative supervisory officer responsible for the area in which an alleged grievance arises.
- 2.3 The “Chief Executive Officer” is the Superintendent of Schools.
- 2.4 “Association” shall mean Bloomfield Association of School Administrators.
- 2.5 “Aggrieved Party” shall mean any person, or group of person, in the negotiating unit filing a grievance.
- 2.6 “Party of Interest” shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7 “Hearing Officer” shall mean any individual, or board, charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 – Procedures

- 3.1 All Grievances shall include the name and position of the Aggrieved Party, the identity of the provisions of this Agreement, rules, regulations, policies, or written agreements involved in the said Grievance, the time and the place where the alleged events or conditions constituting the Grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the Aggrieved Party, and a general statement of the nature of the Grievance, and the redress sought by the Aggrieved Party.
- 3.2 Except for informal decisions at Stage 1 A, all decisions shall be rendered in writing at each step of the Grievance procedure, setting forth findings of facts, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the Administrator and the Association.
- 3.3 If a Grievance affects a group of Administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2, described below.
- 3.4 The preparation and processing of Grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the Grievance procedure.
- 3.5 The Board of Education and Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications, and records concerning the alleged Grievance.
- 3.6 Except as otherwise provided in Article 5 1.A and 5 1.B, an Aggrieved Party and any Party of Interest shall have the right at all stages of a Grievance to confront and cross-examine all witnesses on his own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this Grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the Aggrieved Party of Interest, any representative, any member of the grievance committee, or any other participant in the Grievance procedure, or any other person by reason by such Grievance or participation therein.
- 3.8 The Board and Association will jointly develop forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the Grievance procedure.
- 3.9 All documents, communications, and records dealing with processing of a Grievance shall be

filed separately from the personnel files of the participants.

- 3.10 Nothing contained herein will be construed as limiting the right of any Administrator having a Grievance to discuss the matter informally with any appropriate member of the administration and having the Grievance informally adjusted without intervention of the Association, provided the adjustment is consistent with the terms of the Agreement and the Association has been given the opportunity to present at such adjustment.

In the event that any Grievance is adjusted without determination, pursuant to this procedure, which such adjustment shall be binding upon the Aggrieved Party, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- 3.11 If any provision of this Grievance procedure, or any application thereof, to any Administrator or group of Administrators in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12 The Chief Executive Officer shall be responsible for accumulating and maintaining an official record which shall consist of the written Grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments, and briefs considered at all levels other than Stage 1 A, and all written decisions at all stages.

Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes shall be made available to the Aggrieved Party and the Grievance Committee within two days after the conclusion of the hearings at Stages 2, 3, and 4, so as to advise the appropriate Hearing Officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record, and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the Board, but shall not be deemed a public record.

- 3.13 The existence of the procedure hereby established shall not be deemed to require and shall not, in any manner, impair or limit the right of any Administrator to pursue any other remedies available in any other form.

Section 4 – Time Limits

- 4.1 Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written Grievance will be entertained as described below, and such Grievance will be deemed waived unless the written Grievance is forwarded at the first available stage within sixty (60) school days after the Administrator knew, or should have known of, the act or condition on which the Grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the Grievance will be deemed to be discontinued, and further appeal under this Agreement shall be barred.
- 4.4 Failure at any stage of the Grievance procedure to communicate a decision to the Aggrieved Party, his/her representatives, and the Association within the specified time limit, shall permit the lodging of any appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a Grievance is filed on or after June 1st, upon request by or on behalf of the

Aggrieved Party, the time limits set forth herein will be reduced pro rata so that the Grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.

5.1 Stage 1 - Supervisor

- A. An Administrator, having a Grievance, will discuss it with his/her Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all Parties of Interest, but in arriving at his/her decision will not consider any material or statements offered by or on behalf of any such Party of Interest with whom consultation has been had without the Aggrieved Party or his/her representative present. The Administrator may be present during the discussion of the Grievance.
- B. If the Grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within two (2) school days after the written Grievance is presented to him/her, the Supervisor shall, without any further consultation with the Aggrieved Party or any Party of Interest, render a decision thereon, in writing, and present it to the Administrator, his/her representative, and the Association.

5.2 Stage 2 – Chief Executive Officer

- A. If the Administrator initiating the Grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this Grievance procedure, the Administrator shall, within five (5) school days, present the Grievance to the Association's Grievance Committee for its consideration.
- B. If the Grievance Committee determines that the Administrator has a meritorious Grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) school days after the Administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- C. Within two (2) school days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the Administrator and the Grievance Committee, or its representative, and all Parties of Interest.
- D. The Chief Executive Officer shall render a decision in writing to the Administrator, the Grievance Committee, and its representative within five (5) school days after the conclusion of the hearing.
- E. If the Chief Executive Officer is the Supervisor named in Stage 1, the Grievance may advance automatically to Stage 3.

5.3 Stage 3 – Board of Education

- A. If the Administrator and the Association are not satisfied with the decision at Stage 2, the Grievance Committee may file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official Grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- B. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the Grievance. The hearing shall be conducted in Executive Session.
- C. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the Grievance.

5.4 Stage 4 - Arbitration

- A. After such hearing, if the Administrator and/or the Association are not satisfied with the decision at Stage 3, and the Association determines that the Grievance is meritorious and that appealing is

in the best interest of the school system, it may submit the Grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.

- 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 competent in the area of the Grievance, 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, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.

- C. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearing has been waived, then from the date the finals statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues.
- D. The arbitrator shall not have power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties in respect to interpretation and execution of this Agreement only.
- F. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the Board of Education and the Bloomfield Association of School Administrators.

ARTICLE 6 Subcontracting

The Board shall not subcontract for any regular professional or instructional activities performed by bargaining unit members.

ARTICLE 7 Duration of Agreement; Board Approval

This Agreement shall remain in effect from July 1, 2012 until midnight on June 30, 2015. 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 therefor, shall not become effective until the appropriate legislative body has given approval.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Michael J. Midey
Superintendent of Schools

Mary Sue Bennett, President

Dated: _____

Dated: _____