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AGREEMENT

JULY 1, 2005

To

JUNE 30, 2007

Between the

BOARD OF EDUCATION

PELHAM UNION FREE SCHOOL DISTRICT

And the

PELHAM ADMINISTRATOR'S ASSOCIATION

RECEIVED

FEB 05 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Preamble

Acknowledging a common objective, the best possible Education for Pelham students, the Board of Education of the Pelham Union Free School District (Board) and the Pelham Administrators Association (Administrators) concur that results are maximized by harmonious and cooperative efforts. Committed to this objective, the Board and the Administrators, pursuant to the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law of the State of New York ("Taylor Law"), do here set forth the following as the terms and conditions of their mutual agreement and understanding, acknowledging that the same were duly, fairly, and fully negotiated in accordance with the provisions of such law.

Article I. Recognition and Negotiations

A. Recognition

The Administrators Association is officially recognized by the Board of Education as having unchallenged representation status as the representative of a negotiating unit which is defined to include all principals, assistant principals, deans, directors and supervisors, and any other non-civil service employees with building administrative responsibilities who are authorized to spend and who do spend more than 50% of their time as administrators. Not included in this unit are the superintendent, assistant superintendent for instruction and assistant superintendent for business, and director of special education.

B. Negotiations

The parties mutually agree to negotiate collectively concerning the following matters; salaries, terms and conditions of employment, and the determination and administration of grievances arising thereunder in accordance with the Taylor Law. The Board agrees not to negotiate with any employee group or organization other than the Association in regard thereto.

C. Legislative Body Approval

In accordance with Civil Service Law, Section 204a, "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."

Article II. Salaries

Salary Agreement – The salary increase for all Pelham Administration Association members for each school year covered by this agreement, except new hirers in 2005 who will receive increases in the second and third years of the contract, are as follows

- (A) Effective July 1, 2005 salaries shall be increased by 4.0%
Effective July 1, 2006 salaries shall be increased by 4.0%
Effective July 1, 2007 salaries shall be increased by 3.75%
- (B) Longevity payments shall be paid in the following amounts:
 - After 10 years of service: \$2,000.00
 - After 15 years of service: \$1,000.00
 - After 20 years of service: \$1,500.00

This longevity payment will be made on the anniversary of the administrator reaching the end of the years listed above and will be added to base after the salary increase in the year the payment is due is calculated.

- (C) A \$10,000 stipend shall be given to any director or supervisor who has supervision over two (2) of the following departments: math; science; technology; language arts; social studies.
- (D) Upon recommendation of the Superintendent, and after approval by the Board of Education, a salary increase may be withheld for good and sufficient reasons. The Superintendent will provide notice and an opportunity to improve prior to withholding of salary. Such process for this withholding shall be developed by a committee of the PAA and the District's central administration.
- (E) Upon recommendation of the Superintendent, and after approval by the Board of Education, a recognition award may be granted

to an administrator for exemplary services to the District. Such award will be added to the administrator's base pay. Notice will be provided to the PAA prior to the recommendation to the Board of Education. The award will be made after the salary increase in the year the award is to be added.

- (F) There shall be a \$500 adjustment to level for all members of the PAA holding a doctoral degree.
- (G) Tenure Award – Probationary unit members shall receive a \$2,000 recognition award upon the receipt of tenure. The monies shall be in addition to their annual percentage increases and shall be added to base salary.

Article III. Evaluation of Administrators

Objectives: To evaluate the effectiveness and the quality of performance of the administrator in the execution of the duties of the position.

Procedures: The Superintendent to write a comprehensive evaluation, covering the performance areas specified below;

written evaluation given to administrator at least 48 hours prior to a conference with the Superintendent to discuss the evaluation;

administrator to acknowledge evaluation by signature, with the right to append to the evaluation a written comment. Evaluations will be annual for all administrators.

Performance Areas for Evaluation:

A. Communications

- 1. Internal
 - a. Students
 - b. Staff
 - c. Central Administration
- 2. External
 - a. Parents
 - b. Community
 - c. Out-of-School Organizations

B. Competencies

1. Instructional
 - a. Supervision of staff
 - b. Supervision of current programs
 - c. Knowledge of the field
2. Non-Instructional
 - a. Fiscal control
 - b. Operation and Maintenance of plant
 - c. Attention to detail

C. Professional Leadership

1. Educational Philosophy
2. Program Development
3. Personal Development
 - a. Participation in professional meetings
 - b. Relationship with other administrators
 - c. Team Loyalty
4. Implementation of Administrative and Board Policy
5. Development and Implementation of School Plan

D. Summary Statement and Recommendation

Article IV. Conditions of Employment

A. "Fair Dismissal" Procedure

No administrator shall be reduced in rank or compensation, discharged or deprived of any professional advantage without the following procedure:

The Superintendent shall notify a probationary administrator by March 15th, if the administrator's employment will be terminated at the end of the school year. Upon request a written statement of the reason(s) for the termination will be provided to the person concerned. In the event an administrator's employment is to be terminated due to the abolition of an administrative position, the Superintendent shall make every possible effort to give the person affected the earliest possible notice. In any event, the administrator shall receive notice of termination of employment from the Superintendent no later than March 15th of the final school year of employment. By this same date, the administrator will also receive an assessment of his/her performance to date, following all procedures for that process as outlined in the evaluation portion of this agreement and summarized by a statement of satisfactory or unsatisfactory. The Board will grant the administrator who maintains a satisfactory level of

performance severance pay in the amount of six weeks' salary. Such severance pay is only intended for administrators whose services are terminated due to abolition of a position .

B. Administrative Re-organization

Any administrative re-organization, creation of new positions, abolition of existing positions, or change of responsibilities of a position will not be done without prior consultation between the Superintendent and the Administrators.

C. Vacancies; Transfer

1. Administrative

a. Vacancies in administrative positions shall be filled pursuant to the following procedures:

1. Sufficient notice shall be given to the Administrators in order to provide them with the opportunity to submit a written application prior to appointment. Announcement of the vacancy shall include a statement of qualifications, duties, and compensation.
2. Administrators, except if they are a candidate for the position, will participate in the interviewing of candidates for administrative positions and make recommendations. Persons not fully certified in New York State for the position will not be hired unless they show exceptional promise and will undertake to achieve certification in a reasonable time. The final recommendation is the legal responsibility of the Superintendent.

b. Transfers

1. Administrative

Although the Board and the Administrators recognize that some transfer of administrators from one school to another may be desirable, they agree that every effort will be made to make such transfer with the consent of the administrator involved. Except in case of emergencies, the administrator is entitled to notice of such transfer 30 school days prior to its effect. If the transfer occurs after school closes in June, an administrator shall be entitled to thirty (30) calendar days' notice thereof. In the case of an involuntary transfer, the administrator may request that the reason be given in writing.

2. Staff

- a. Principals affected will interview teacher and non-instructional staff applicants if at all possible and a principal's recommendation will be given careful consideration.
- b. Principals affected shall be consulted in plans for transfer of teacher and non-instructional staff within the district.

D. Budget Control

Each administrator shall operate his/her school or office within the amount budgeted unless the Superintendent gives written approval of exceptions.

D. Staff Personal Days

The administrator will process requests for the use of personal days by his/her staff in accordance with the directions of the Superintendent of Schools.

E. Complaints

In the event of complaints to the Central Office or to the Board, the following procedure shall be followed:

- 1. Except where a complaint is received by a Board member and after such member of the Board determines to take no action with

respect thereto, all complaints received by a Board of Education member will be channeled to the Superintendent's office.

2. The Superintendent's office will channel all complaints to the appropriate administrator in charge for disposition, providing all available information in the complaint.
3. The administrator will report to the Superintendent's office on the disposition of each complaint so referred.
4. If necessary, the Superintendent's office will follow-up, but the primary responsibility remains with the appropriate administrator.
5. It is recognized that anonymous letters of complaint offer preclude any effective administrative investigation because of their inherent unreliability to communicate further with the complainant. If any anonymous letter of complaint is received by the central administration, the building administrator will be consulted regarding the necessity, nature, and extent of such investigation.

G. Academic Freedom

Within the framework of professional ethics, the administrator shall have the right to take a public position on any matters affecting the terms and conditions of his/her employment.

H. Damage or Destruction of Property

Any administrator acting in the discharge of his/her duties within the scope of his/her employment shall not be responsible for loss within the school or children's property, unless such loss was due to an intentional or grossly negligent act on the part of the administrator.

I. Protection of Administrators in Assault Cases

1. An administrator who has been assaulted or harassed shall submit a complete written report within five school days after the assault, to the Superintendent. Such report shall include the time, place, persons involved, witnesses, and any other relevant information. The Superintendent shall acknowledge receipt of such report. The Board agrees to pay the fair and reasonable expenses of any attorney to defend an administrator in any criminal or civil action or proceeding arising out of disciplinary action taken with a pupil of the district by an administrator acting in the discharge of his/her duties within the scope of his/her employment. In order for an administrator to be provided an attorney by the Board, the original or a copy of any summons, complaint, process notice, demand, or pleading served upon such administrator must be delivered to the Superintendent within five (5) days after service.

2. It is understood and agreed that the Board is not required to provide an attorney to an administrator in civil or criminal actions initiated by the administrator. If the appropriate authorities will not process a criminal complaint initiated by an administrator arising out of a case of assault against the administrator, the Board will provide an attorney to assist the administrator in prosecuting such complaint.

J. Sick Leave and Personal Days

All members of the Pelham Administrators Association will receive twenty-two (22) days of sick leave annually at full salary, accumulative to 220 days. It is understood that sick leave may only be used for actual illness of the administrator or a member of his/her immediate family

In the event that a member of the Pelham Administrators Association utilizes all of his/her accumulated sick time, the L.T.D. Program, outlined in this contract, will be implemented.

All members of the Pelham Administrators Association will be allowed three (3) days each school year for the purpose of personal business.

Pelham Administrators Association members shall be allowed leave with full pay during each school year because of serious illness in his/her immediate family. This time will be charged to his/her sick leave.

All Pelham Administrators Association members shall be entitled to leave without loss of pay for whatever days are necessary, but not exceeding five school days at any one time for death either in the immediate family, or of one who resides in the household of the Pelham Administrators Association member.

K. Study/Travel Grant for Continuing Education

Procedure for the Administrative Summer Study/Travel Grant:

1. Administrators may apply for a Study/Travel Grant for purposes of continuing education. The Board may grant any program of study and/or travel which the Superintendent and the Board believe will contribute to the growth of the applicant in a way that will be beneficial to the District. The Board may award grant(s) of up to 6% of the sum of the two highest administrators' salaries as the maximum amount of the aggregate grant(s) for the school year. Any payment will be only in the amount needed to pay the cost and reasonable expense of attending the program.

2. Application for a Summer Study/Travel Grant shall be directed to the Board through the Superintendent. Completed applications shall be in the Superintendent's office by February 1 of the year in which the Grant is sought.
3. Prior to the Board's action on a Study/Travel Grant request, the applicant may be requested to appear before the Board to present the proposal.
4. The Board shall notify the applicant in writing of its decision on his/her application by March 30.
5. In the case of a Grant approved by the Board, time during the summer when the administrator would otherwise be expected to work in the District may be used. In the case of an outside Grant, in excess of five school days, such time may be used only with the approval of the Superintendent. If such approval is not given, time in excess of five school days must be taken as vacation (1986).

L. Leave of Absence

1. Upon request, the Board may grant an administrator a leave of absence with or without pay for any period of time up to one year. Upon request, the Board may grant an administrator an extension without pay for one additional year.
2. The term of leave will be considered a period of employment (with or without pay) for the purpose of "service in the district," and placement on salary schedule, when such leave is related to the administrative or instructional duties and when such leave, in the opinion of the Superintendent, will benefit the program of the Pelham Schools.

M. Code of Ethics

An administrator Code of Ethics shall be developed by the Administrators, subject to approval of the Superintendent.

N. Association Meetings

The Association shall not meet during the time that school is in session except for lunch periods, and for special purposes by mutual agreement with the Superintendent.

O. Other Agreements Affecting Administrator

The Board of Education agrees that it will not enter into any contractual agreements with any other units on duties, responsibilities,

assignments, or working conditions of an administrator without the approval of the Pelham Administrators Association.

P. Benefits

1. Benefits in effect at the termination of the Agreement on June 30, 1995 will continue in full force and effect. The benefits include:

A. Health Insurance

- i. All administrators will have the option of (a) continuing the present benefit or, (b) waiving medical coverage for one year, or (c) reducing medical coverage from family to individual insurance. If the administrator exercises option (b) or (c) the Board will share equally with the administrator the resulting savings in premium payments, with payment 30 days after election. If the foregoing option is exercised it shall be for a one-year period, provided however, that an administrator who has waived coverage may elect to enroll for coverage during the one-year period if he/she returns to the Board the payment which he/she received. The payment, which the administrator returns, shall correspond to the time during the year in which he/she elects to re-enroll.
- ii. Employees shall be provided either individual or family health insurance coverage with the Board to pay 94% of the cost of such coverage during the 2005-2006 school year: The Board's contribution rate for the 2006-2007 school year shall be 92%; the Board's contribution rate for the 2007-2008 school year shall be 90%.
- iii. Any administrator employed by the District as of June 30, 2005 who retires from the District must have at least five (5) years of service to the District to be eligible for health insurance in retirement. Any administrator employed on or after July 1, 2005 must have at least seven (7) years of services to the District to be eligible for health insurance in retirement.
- iv. For retirees, the Board agrees to continue the percentage rate of contribution for health insurance in effect at the time of retirement for individuals coverage and 50% of the cost of coverage for dependent(s). In the event an administrator, retired or active, predeceases his/her dependent(s), the coverage of any surviving dependent(s) will be continued for three months following the month in which the enrollees' death occurred. This extended

coverage is to be provided at no additional charge to the survivor(s) except for the contribution noted above.

- v. If the deceased employee or retiree was enrolled for Family coverage and had completed ten (10) years of active service or has completed the years of service required to become eligible for vesting in the Teachers Retirement System prior to death, the surviving dependents will be eligible to continue coverage under SWSCHP or its successor after the period of extended coverage. The required service may be from any combination of service with Pelham Union Free School District, the State of New York, or any political subdivision of New York State eligible to participate in SWSCHP or its successor. The cost of this coverage for survivor(s) will be paid 100% by survivors.
- vi. The Board shall have the option and may elect to change health insurance carriers.
- vii. In the event that a Pelham Administrators Association member claims a diminution of an individual benefit or benefits, during a calendar year, in excess of \$200, as a result of enrollment in the plan of the Board's choice, the following procedure will be used:
 - a. The Pelham Administrators Association member shall present relevant evidence of the diminution to the Assistant Superintendent for Business.
 - b. The Assistant Superintendent for Business will call a meeting among the Pelham Administrators Association member, a representative of the Consortium, and him/herself.
 - c. If the evidence substantiates the Pelham Administrators Association member's claim, said Pelham Administrators Association member will receive complete reimbursement from the School District for the entire amount substantiated.

B. Retirement

The Board of Education agrees to provide eight weeks of severance pay for all members of the Pelham Administrators Association. An administrator must notify the Superintendent by February 15th of the school year to be eligible for the severance pay in this provision.

C. Dental Insurance

The Board shall contribute 100% of the cost of individual and dependents coverage to the Pelham Administrators Association or its designated insurance carrier to be used for the purchase of dental insurance (1986).

D. Disability Insurance

A disability plan will be provided to Pelham Administrators Association members that provides for the payment of disability benefits at the rate of 60% of annual salary with a maximum monthly payment of \$3,000 per month. The plan will become effective following the exhausting of the administrator's accumulated sick leave.

E. Term Life Insurance

Each administrator will be provided with a term life insurance policy in the amount of twice annual salary, the beneficiary to be named by the Pelham Administrators Association member.

F. Optical Plan

Each Pelham Administrators Association member will be provided with an optical plan described as the New York State School Trust Vision Care Plan, Plan 2 or a plan of equivalent benefits.

Q. Grievance Procedure

1. Declaration of Purpose

Whereas, the establishment and maintenance of an harmonious and cooperative relationship between the Board 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 and its administrators are 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.

2. Definitions Used in Grievance Procedure

- a. "Grievance" is a claim by an administrator or group of administrators based upon an asserted violation of this

agreement or of applicable law or of the policies or by-laws referred to in such article.

- b. "Superintendent" or "Chief Executive Officer" means Superintendent of Schools.
- c. "Association" means Pelham Administrators' Association.
- d. "Administrator" means administrators represented by Administrative Association.
- e. "Aggrieved Party" means any administrator claiming a grievance.
- f. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
- g. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

3. Procedures

- a. Each grievance shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in said grievance, the time when the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing 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.
- b. Except for informal decisions at Stage I, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefor. Each decision when rendered shall forthwith be transmitted to the aggrieved party, the parties of interest, if any, and the Association.
- c. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.
- d. The Board and the 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.

- e. Except as otherwise provided at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all called against him or her to testify and to call witnesses on his or her own behalf.
- f. 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, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- g. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Chief Executive Officer will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.
- h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- i. 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 to have the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance, or to be heard with respect thereto before such adjustment becomes final. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or binding upon either of the parties to this Agreement in future proceedings.
- j. The grievant may choose whomever he or she wishes to represent him or her at Stages 1 and 2, except that such representative may not be an official of a competing employee organization.
- k. 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 the law, then such provision or application shall

not be deemed valid and subsisting, but all other provisions or applications will continue in full force and effect.

- l. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record, which shall consist of the written grievance and all related communications. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Association, and the Board, but shall not be deemed a public record except to the extent such information and records are required in accordance with the Freedom of Information Law.
- m. The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other legal or appropriate remedies available in any other form.

4. Time Limits

- a. 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 shall be extended only by mutual agreement.
- b. Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within (60) school days after the administrator knew or should have known of the act or condition on which the grievance is based.
- c. The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.
- d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an 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.
- e. In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

5. Stage 1a.

Chief Executive Officer-Informal

An administrator having a grievance will discuss it with the Chief Executive Officer either directly or through an Association representative with the objective of resolving the matter informally. The Chief Executive Officer will confer with all the parties in interest, but in arriving at his decision will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the administrator submits the grievance through a representative, the administrator may be present during the discussion of the grievance.

Stage 1b.

Chief Executive Officer-Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Chief Executive Officer. Within five (5) school days after the written grievance is presented to him, the Chief Executive Officer shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon, in writing, and present it to the administrator.

6. Stage 2: Board of Education

- a. If either the aggrieved party or the Association is not satisfied with the decision at Stage 1b, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after the Chief Executive Officer has given notice of such decision to the aggrieved.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education or sub-committee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Notice of such decision and a copy thereof shall be given within ten (10) school days after the conclusion of the hearing, by which time the Board shall render a decision. Notice of such decision and a copy thereof shall promptly be given to every party who has appealed such grievance to the Board of Education.

7. Stage 3: Arbitration

- a. After such hearing, if the association is not satisfied with the decision of the Board of Education rendered at Stage 2, it

may submit the grievance to arbitration by written notice to the Board of Education given within fifteen (15) school days after the Board of Education shall have given notice of its decision to the aggrieved party and the Association.

- 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 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 Public Employment Relations Board or another mutually agreeable organization, and the arbitrator shall be selected in accordance with procedures established by the organization selected.
- c. Arbitration will be arranged and conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- d. The selected arbitrators will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proof 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.
- e. The arbitrator shall limit his decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law. However, he shall be without power and authority to make any decision or recommendations:
 - 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 under the provision of this Agreement, except that he may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances;

3. limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under the applicable law, and rules and regulations having the force and effect of law.
- f. The decision of the arbitrator shall be final and binding upon all parties.
- g. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.
- h. The foregoing procedures shall be the exclusive method for settling grievances and neither party shall resort to means outside of the contract (e.g., strikes, litigation, et al.) to forestall the prompt resolution of grievances.

R. Holidays

The Board and the Administrators agree that it is the responsibility of each administrator to meet the full responsibilities of his or her duties. In accordance with this agreement, the following shall be the obligations of administrators on holidays or other days when schools are closed:

1. Named Holidays – Administrators are not expected to work on named holidays, such as Columbus Day and Veterans Day, or the day after Thanksgiving, except at their own discretion.
2. Recess Periods – Administrators are not expected to work during the winter, midwinter, or spring recesses except in unusual circumstances by mutual agreement between the administrator or administrators and the Superintendent.

S. Vacations

Vacations are to be taken on a schedule approved by the Superintendent, normally during the period school is not in session in the summer; that is, from the day after school closes in June until Labor Day. Administrators will not use vacation time when school is in session, except under extraordinary circumstances. Administrators will not use vacation time in the week following the end of the school year for teachers and the week preceding the start of the school year for teachers, except under extraordinary circumstances. During the first ten years of service as an administrator in the District an administrator shall be entitled to 20 days vacation each year. After ten years of service an administrator shall be entitled to 25 days vacation each year.