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AGREEMENT

Between

THE BOARD OF EDUCATION

Of

LAKELAND CENTRAL SCHOOL DISTRICT

Of Shrub Oak, New York

And the

ASSOCIATION OF LAKELAND ADMINISTRATORS

July 1, 2012 – June 30, 2015

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THIS AGREEMENT entered into this 27<sup>th</sup> day of June, 2012 as of the 1st day of July, 2012 by and between the Board of Education of the Lakeland Central School District of Shrub Oak, Westchester County, New York, hereinafter called the "Board" and the Association of Lakeland Administrators, hereinafter called the "Association."

## STATUTORY PROVISIONS

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 I

WHEREAS, by Chapter 392 of the Laws of 1967 of the State of New York, the Civil Service Law has been amended to insert a new article 14 entitled "Public Employees' Fair Employment Act"; and

WHEREAS, under said Act public employers, including the Board of Education of Lakeland Central School District of Shrub Oak, Shrub Oak, New York, are empowered to recognize organizations for the purpose of negotiating collectively in the determinations of, and administrations of grievances arising under the terms and conditions of employment of their public employees, as provided in said Act; and

WHEREAS, such public employers are empowered to "define the appropriate employer-employee negotiating unit, taking to account," certain standards specified in Section 207 of said Act; and

WHEREAS, having taken into consideration said standards, this Board has determined that an appropriate employer-employee negotiating unit of professional administrative employees for the purpose of said statute shall include, and is hereby declared to include all professional administrative and supervisory positions, temporary and/or permanent, on the building level, consisting of: principals, assistant principals, deans, director of physical education, and directors, hereinafter termed "administrator and director", and whatever other administrator/supervisory positions that are accepted by the Board and the Association; but excluding the Director of Pupil Personnel Services.

WHEREAS, said statute permits a public employer to recognize an employee organization upon (a) the determination that such organization represents that group of public employees it claims to represent, and (b) the affirmation by such organization that it does not assert the right to strike against any government, to assist or participate in such a strike; and

WHEREAS, said statute specifies that a public employer shall "ascertain the public employees choice of employee organization as their representative...on the basis of dues deduction authorized and other evidences..." and

WHEREAS, the Association of Lakeland Administrators has presented to this Board evidence, in the form of signed representation authorizations, executed by a majority of the employees who are members of the above described employer-employee negotiating unit, establishing that said Association represents such employees, and has presented to this board the necessary affirmation that the Association of Lakeland Administrators does not assert the right to strike against the government or assist or participate in any such strike or impose an obligation to conduct, assist, or participate in such a strike.

NOW, THEREFORE, the Board of Education of Lakeland Central School District of Shrub Oak, Shrub Oak, New York, does hereby recognize the Association of Lakeland Administrators as the employee organization representing all professional administrative and supervisor employees of the Board as specified above, hereby conferring upon said Association the rights accompanying certification or recognition set forth in Section 208 of said statute. *[Provided that unchallenged representation status under the Act is hereby conferred up to and including June 1981.]*

## ARTICLE II AGENCY SHOP FEE

All administrators who are not members of the Association, shall, commencing 30 school days after employment and continuing through June 30, 2015 (unless extended as hereinafter provided), while employed in the bargaining unit and so long as they remain non-members of the Association, have deducted from their salaries the amount equivalent to the dues levied by the Association on their members (hereinafter "Agency Fee Deduction"), as a contribution towards the cost of administration of this Agreement and the representation of such administrators and directors, provided that the Association shall establish and maintain a valid procedure providing for the refund to any administrator or director demanding the return of any part of such Agency Fee Deduction which represents the administrator's pro rata share of expenditures for the Association, or any employee organization with which it is affiliated, in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

The Board will transmit to the Association the sums so deducted for the Agency Fee Deduction at the same time it transmits to the Association the sums deducted pursuant to payroll deductions authorizations for dues of members belonging to the Association.

The Association agrees to indemnify, save and hold harmless, the Board, its officers, agents and employees from all kind and matter of claims, suits and damages whatsoever arising out of or in any way connected with or related to the Agency Fee Deduction granted by this Agreement or the implementation thereof.

The duration of this Agreement is for the period July 1, 2012 through June 30, 2015 only and shall not automatically continue until a new Agency Shop Fee Deduction agreement is reached, notwithstanding the provisions of the 1982 Triborough Amendment to the Taylor Law (Chapter 868, Laws of the 1982-Section 209-a(1)(e) of the Civil Service Law.

**ARTICLE III  
ADMINISTRATORS' AND DIRECTORS' RIGHTS**

- A. The Board hereby agrees that every administrator and director (as defined in Article I of this Agreement) employed by the Board shall have the right freely to organize, join, or not to join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New York, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any administrator or director in the enjoyment of any rights conferred by the laws of New York or the Constitution of New York and the United States; that it will not discriminate against any administrator or director with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator or director rights he/she may have under the New York State Education or Civil Service laws or other applicable laws and regulations. The rights granted to administrators and directors hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Upon making prior arrangements with the building principal, the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of schoolrooms before the commencement of the school day or until 6 p.m.
- D. The Board agrees to honor reasonable requests for information, which will help the Association fulfill its functions as exclusive representatives of the professional administrative and supervisory personnel set forth in Article I of this Agreement.
- E. To the extent that it is feasible and practical, the Board shall advise the Association of any new or modified fiscal, budgetary, or tax programs, or major revisions of educational policy, which are proposed or under consideration.
- F. Administrators and Directors shall be entitled to full rights of citizenship and no lawful religious, political, or economic activities of any administrator or director or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such administrator or director. Consistent with the Code of Ethics of the Education Profession, a copy of which is attached to the Agreement as Schedule A, the private and personal life of any administrator or director is not within the appropriate concern or attention of the Board except as it may relate to the administrator's or director's responsibilities to and relating with superiors, teachers, parents, students, or the school district.

**ARTICLE IV  
SCHOOL CALENDAR**

The 2012-2013 school calendar is appended as Schedule B. The Board will not make any changes in the school calendar within the school year without prior consultation with the Association.

**ARTICLE V  
PROFESSIONAL COMPENSATION**

- A. 1. The minimum and maximum hiring ranges for Principals, Assistant Principals, Department Directors, Supervisor AHS/Principal, and Supervisor SPED, are set forth in Schedule C to this Agreement. The following increases shall apply to the annual salary of unit members who were employed during the preceding school year and who returned for service during the stated school year or years:

1.5% effective July 1, 2012;  
1.5% effective July 1, 2013;  
1.5% effective July 1, 2014.

2. Notwithstanding any of the salary provisions set forth above, the School District retains the right to hire unit members at any level within the hiring ranges or beyond the hiring ranges at the discretion of the Superintendent and Board of Education. In any such case, the District shall inform the ALA leadership of its hiring decisions that fall outside of the hiring range set forth in Schedule C and shall afford ALA the opportunity to present its views regarding such hiring decisions to the Superintendent.

B. Longevity Schedule

Longevity will be paid to unit members in the following amounts based upon years of service in the district commencing at the beginning of the year of service set forth below. All amounts are non-cumulative.

Years of Service in the District	Longevity Amount
15	\$600
18	\$1,400
21	\$2,000
25	\$3,200

The longevity amounts listed above shall not become part of the unit member's base salary.

- C. Mileage: Administrators and directors who are required in the course of their supervisory duties to drive personal automobiles from one assigned building to another for the purpose of supervision, shall receive a car allowance equal to the prevalent IRS rate for private passenger vehicles.

- D. Overnight Trips: For those overnight trips on which the Board and/or Central Administration require(s) an administrator or director to attend, that administrator or director will be compensated at the rate of \$150.00 per night.
- E. Sick Leave Payout

Upon retirement from the District to receive benefits from the New York State Teachers' Retirement System, a unit member with at least 10 years of service in the District shall have all of his or her accumulated sick leave days placed in a retiree health insurance defrayal account maintained in the Business Office to offset the unit member's annual contribution towards the cost of health insurance premiums in retirement as follows: 0-50 at \$10 per day; 51-100 at \$20 per day; 101-150 at \$30 per day; 151-200 at \$40 per day; and, 201 at \$60 per day.

**ARTICLE VI  
ADMINISTRATIVE AND SUPERVISORY CONDITIONS**

- A. Grievance procedures attached. See attached Schedule D.
- B. The established line and staff organization structure will be the guide, so far as feasible and practicable, in the implementation of policy and procedures. The Association will be provided with a copy of the organizational structure.
- C. In actions where an administrator's or director's decision is questioned, before the central administration arrives at a decision, the administrator concerned shall be advised of the question and be consulted as regard to the final decision whenever possible.
- D. Working Year
  - 1. The work year for bargaining unit members shall commence on July 1 and end on June 30 with each bargaining unit member being required to work twenty-two (22) work days during the summer months of July and August each year. Those work days not worked in July and August shall be deemed paid vacation days. The summer work days shall be assigned by the Superintendent of Schools or his/her designee. The per diem rate for work days shall remain at 1/220<sup>th</sup>.
  - 2. The length of the school year for unit members shall include all of the normal school holiday periods granted to the staff within the school calendar.
    - a. The Superintendent of Schools may, with the agreement of the President of the Association, require that certain administrators and directors work during any of the above holiday periods. Such a request must be received at least 10 school days prior to the dates to be worked. An administrator or director who works during such periods shall be compensated at the per diem rate of pay set forth in Article VI(D)(1).

3. Unit members whose jobs require them to work twenty-two (22) days during July and August will schedule such working days at the discretion of the building principal and as approved by the Superintendent of Schools.
4. Unit members may individually propose to the Superintendent specific plans for additional service between July 1 and August 31. These proposals shall indicate the nature of the work, the length of time, the required assistance, and the estimated cost.
5. When schools operate on double or overlapping sessions, additional administrative and supervisory help shall be provided. Administrators and directors shall not be expected to cover the entire time period.
6. Administrators and directors are to be provided with the necessary clerical and secretarial assistance essential to the performance of their responsibilities within budgetary guidelines.

E. Administrators and directors shall be entitled to the following “fringe benefits”:

1. At the beginning of each school year each tenured administrator and director as well as each non-tenured administrator and director who previously had been granted tenure by the Lakeland Board of Education and subsequently, without a break in service to the Lakeland Schools, received an appointment to an administrator or director position, shall be credited with a fifteen-day sick leave allowance and each non-tenured administrator and director (new to the district) shall be credited with a twelve-day sick leave allowance, to be used for absences caused by illness and physical disability of the administrator or director.

Administrators and directors new to the district shall be credited with a twelve-day sick leave allowance and the distribution of which shall be governed by the following conditions in the first year of employment only:

- a. There shall be one day of sick leave available for the first full month of employment (September).
- b. Such administrators and directors shall be credited with five (5) additional days of sick leave on October 1.
- c. If the administrator or director continues in the employment of the district after September 30, payment will be made by the second pay period in October for any pay lost (from two to six days) in September.
- d. The administrators and directors will again be credited with an additional six (6) days sick leave on January 1. Payment will be made by the second pay period in January for any pay lost (from seven to twelve days) which may have been used since September 1.

- e. Administrators and directors who begin employment other than at the beginning of the school year shall have a pro rata number of days based upon the same application except for the months shown.

The unused portion of the above mentioned allowance shall accumulate from year to year to a maximum of 201 days. On the opening day of school all administrators and directors shall receive a copy of the school calendar, the pay period schedule, and an itemization of the accumulated sick leaves as of the preceding June 30.

2. Any administrator or director who is unable to report because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability for a period through and including the end of the academic year succeeding the academic year in which such illness or disability commenced, provided that the administrator and director is still qualified professionally and physically to fill the post.
3. Absence due to injury or illness incurred in the course of the administrator's or director's employment as defined in the Workmen's Compensation Law shall not be charged against the administrator's and director's sick leave days, provided that the administrator or director shall pay to the Board the benefits received under the New York Workmen's Compensation Act for loss of salary during such absence.
4. An administrator or director who is unable to report because of serious personal illness or disability and who is a member of the Sick Leave Bank shall receive benefits of the Bank as established by the Sick Bank Committee in accordance with the following provision:
  - a. Participation by the administrator or director will be voluntary, and each volunteer will contribute a minimum of 2 sick leave days.
  - b. A maximum number of total sick leave days, which may be contributed to the bank, will be established.
  - c. The plan will be jointly administered by Board representatives and the Association representatives.
  - d. The sick leave bank days may be utilized only with respect to an administrator or director's serious illness or injury requiring long periods of medical care.
  - e. The eligibility of participating administrators and directors will be fixed.

- f. Sick leave bank benefits for newly hired administrators and/or directors in the district are limited during the first three years of their employment as follows:

First year - Utilization of Sick Leave Bank days shall be limited to twenty-four (24) days.

Second year - Utilization of Sick Leave Bank days shall be limited to forty-eight (48) days less any Sick Leave Bank days used during the first year.

Third Year - Utilization of Sick Leave Bank Days shall be limited to seventy-two (72) days less any Sick Leave Bank days used during the first and second year.

- g. Unless limited by the provision of paragraph f) above, the maximum, lifetime Sick Leave Bank benefits for any one illness or injury shall be limited to utilization of 366 Sick Leave Bank days (salary for two school years).
- h. Applications for sick leave benefits shall be in writing, submitted on forms supplied by the Sick Leave Bank Committee, with all the information called for properly filled in, and shall be accompanied by the applicant's physician's report and prognosis. The Committee shall have the right to require the applicant to be examined by the School District's Chief Medical Officer who shall have the right to receive and review medical certificates and reports relating to the applicant. In addition, the Committee Physician shall have the right to receive and review all medical reports and records of an applicant for Sick Leave Bank benefits, which in his judgment pertain to the condition for which the application is made.

## 5. Personal Leave

- a. Leave for personal business, up to five (5) days during a school year, is provided for the purpose of attending to urgent personal business which cannot be attended to on a day or time other than that which school is in session. Such leave may upon request be granted by the immediate supervisor or the Superintendent if the reasons given and substantiation offered shall seem by him/her to be good and sufficient. However, in the case of the following reasons, the Superintendent's discretion will automatically be exercised in favor of the request:

- (1) A title closing on the personal residence of the administrator.
- (2) Emergency medical or dental treatment for members of his/her immediate family.

(3) Death in the immediate family.

Upon exhaustion of personal leave an administrator or director may apply for and may be granted up to three (3) additional days per school year which shall be charged against sick leave.

- b. Any administrator or director called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated at full pay and shall remit to the Board the pay received for jury duty.
  - c. Any person represented by the Association called before any judicial or administrative tribunal as a result of an illegal action against the district, if found guilty, will not be compensated for the days absent.
6. Bereavement Leave – All unit members will receive three (3) days of bereavement leave. All requests for bereavement leave are subject to the approval of the Superintendent of Schools.
7. Deductions for Professional Dues
- a. Within 60 calendar days of the school year's beginning administrators and directors may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association. Administrators and directors entering employment or returning from leave after the beginning of the school year may make such assignments within 30 calendar days of their employment or within 60 calendar days after the beginning of the school year, whichever date is later.
  - b. The amount of such deduction from each regular pay check shall be indicated to the Board by the Association and the Board agrees to remit to the Association all monies so deducted, accompanied by a list of administrators and directors from whom the deductions have been made.
  - c. Payroll deduction forms may be used for administrators and directors for tax sheltered annuity plans with respect to those companies, which are approved by the Board. Applications for tax sheltered annuity plans must be submitted to the Business Office no later than December of each school year.
8. Insurance Protection - The Board agrees to carry the following insurance coverage for all administrators and directors:
- a. Pursuant to Section 3023 of the Education Law, comprehensive general liability insurance covering administrators and directors while acting in the discharge of their duties within the scope of their employment.

- b. Effective July 1, 2012,, the Board will assume eighty-three percent (83%) of the premium cost for the individual administrator or director coverage and the family coverage for the health insurance plan, which includes hospitalization and Major Medical. Each unit member shall contribute 17% toward the cost of individual or 17% toward the cost of family health insurance premiums; whichever is applicable. Effective July 1, 2013, the Board will assume eighty-two percent 82% of the cost for individual or family health insurance premiums and each unit member shall contribute 18% toward the cost of individual or family health insurance premiums. Effective July 1, 2014, the Board will assume eighty percent 80% of the cost for individual or family health insurance premiums and each unit member shall contribute 20% toward the cost of individual or family health insurance premiums.
- c. Dental Welfare Fund: The District shall contribute the same per capita/per annum amount to the Lakeland Employees Trust Fund as contributed on behalf of members of the Lakeland Federation of Teachers' Bargaining Unit. The contributions as referenced above may be used for dental, as well as expanded dental benefits, catastrophic health insurance coverage, life insurance, eye glass procurement and related benefits, subject to the prior approval of the Board of Education.
- d. (Retiree Health Insurance) – Bargaining Unit members who retire from the District on or after July 1, 2003 in order to be entitled to District premium payments towards the cost of retiree health insurance must have served for at least five (5) years in this school district, ten (10) years in the District for those hired after July 1, 2006. Having met that vesting requirement, the District shall contribute 75% towards the cost of individual premiums or 60% towards the cost of family premiums in the District's health insurance plan. The District's funding obligation for a retiree who participates in any HMO offered by the District shall not exceed the dollar costs contributed on behalf of vested retirees who participate in the District's health insurance plan.

Notwithstanding the above, for unit members who retire on June 30, 2004 after giving written notice of resignation for the purpose of retirement by April 1, 2004, the District's contribution towards individual or family health insurance shall be 80% of individual or family premiums in the District's plan, or up to same dollar amount in any HMO offered by the District. The parties agree that the subject of retiree health insurance premiums shall not be re-opened for contractual negotiations until July 1, 2008.

- e. (Health Insurance Buy-out) – Bargaining unit members who opt not to partake in the District's health insurance program shall be offered on an annual basis, the dollar sum equal to 25% of the cost of health insurance premiums in the District's plan based upon eligibility for individual or family coverage, not to exceed \$5,500. Payments shall be made at the end of each quarter of the school year by the District as additional compensation.

9. Relationship of Administration and Directors to Staff

- a. When designated by the Superintendent, one or more administrators and directors at the elementary, middle or high school levels, of administration or supervisors may be called by the Board's negotiating team in its collective negotiations with the teaching and classified staffs.
- b. The Association will be consulted when agreements are being negotiated by other bargaining units which affect working conditions of members of the Association.

**ARTICLE VII  
ADMINISTRATIVE AND SUPERVISOR PROTECTION**

- A. Any case of assault upon an administrator or director in the performance of his duties shall be promptly reported to the Board through its designated representative and, if the administrator or director so requests, it shall be incumbent upon the Board or said representative to report same in writing to the Association. The Board will provide legal counsel to advise the administrator or director of his rights and obligations with respect to such assault and shall render all reasonable assistance to the administrator or director in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any administrator or director is complained against or sued as a result of any lawful action taken by the administrator or director while in pursuit of his employment, upon due and timely notification the Board will provide legal counsel and render all necessary assistance to the administrator or director in his defense. Prompt written notice of any such complaint against an administrator or director shall be given to the administrator or director and, if the administrator or director requests, to the Association.
- C. The Board recognizes its responsibilities to give all reasonable support and assistance to administrators and directors with respect to the maintenance of control and discipline in the building. An administrator or director may use such force as is necessary to protect himself from attack or to prevent injury to another person.

**ARTICLE VIII  
REDUCTION IN PERSONNEL, CONSOLIDATION OF DISTRICTS  
AND JOB SECURITY**

- A. To the extent permitted by law, this Agreement shall be binding for the duration of the term thereof, upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined. This Agreement shall also be binding upon any successor recognized or certified employee organization representing the administrators and supervisors under the provision of the Public Employees' Fair Employment Act.

- B. In the event this district shall be combined with one or more districts, the Board will use reasonable efforts to assure the continued employment in such consolidated district of the administrators and the directors who will be given first consideration in filling vacancies that may occur within the areas that they are qualified to teach.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of administrators and directors employed by the Board, the Board will retain those qualified administrators and directors with the longest service in the position in the district, pursuant to section 3013 of the Education Law. The Board will further cooperate in every reasonable way to secure employment for terminated administrators and directors in adjacent school districts. Nothing herein shall relieve the Board from fulfilling the terms of any contract with an administrator or director to the extent required by law. In the event of any proposed changes of any administrator's or director's position, notification of such proposals shall be made to this bargaining unit and the individuals concerned by April 1st.

**ARTICLE IX  
VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. The President shall be notified on behalf of the Association of any administrative or director vacancies in the Lakeland School District and shall be consulted prior to the development of procedures to fill such vacancies.
- B. Requests by an administrator or director for transfer to a different building or position shall be made in writing to the Superintendent and at the administrator or director's option, one copy filed with the Association. The request shall include the reasons for transfer, the school or position sought, and the applicant's professional qualifications. Such requests may be renewed once each year.
- C. An applicant for either transfer or change of position shall be notified in writing as to the disposition of his application promptly after final determination has been made.

**ARTICLE X  
SABBATICAL LEAVE**

- A. Sabbatical leave, for purposes of either study or study and related travel may be provided at the discretion of the Board of Education.

Administrators and directors who have completed seven (7) consecutive years of service in the Lakeland School District are eligible to apply for a sabbatical leave.

Sabbatical leave may be granted for one-half or full year at 3/4 of the administrator's or director's annual salary. Administrators or directors working ten months may receive a summer sabbatical up to three summers at one-fifth of the administrator's or director's annual salary per summer.

Sabbatical leaves will be divided into three categories: full year, half year and summer sabbaticals.

- B. Applicants eligible for sabbatical leave must file their applications with the Superintendent no later than December 1 and the Superintendent will notify applicants in writing of the action taken on their request no later than February 15.
- C. With respect to each school building in the district, no more than one administrator may be on sabbatical leave, full year, half year, or summer, during the same school fiscal year. No more than one director may be granted a half-year or full-year sabbatical in a school year, and not more than two directors may be granted summer sabbaticals.
- D. Upon return from sabbatical leave, an administrator or director must serve in the district for at least two consecutive school years.

#### **ARTICLE XI UNPAID LEAVE OF ABSENCE**

- A. A leave of absence of up to two (2) years may be granted to an administrator or director, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries, provided said administrator or director states his/her intention to return to the school system immediately upon expiration of such leave, said administrator or director shall be placed at the same position on the salary schedule as he/she would have been had he/she served in the district during such period.
- B. A leave of absence of up to two (2) years may be granted to an administrator or director, upon application, for the purpose of participating in foreign or military teaching programs, provided said administrator or director states his/her intention to return to the school system immediately upon expiration of such leave, said administrator or director shall be placed at the same position on the salary schedule as he/she would have been had he/she served in the district during such period.
- C. A leave of absence of up to two (2) years may be granted to an administrator or director, under application, for the purpose of serving in the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program, provided said administrator or director states his/her intention to return to the school system immediately upon expiration of said leave. Said administrator or director shall be placed at the same position on the salary schedule, as he/she would have been had he/she served in the district during such period.
- D. A leave of absence of up to two (2) years may be granted to an administrator or director, upon application, for the purpose of engaging in a cultural travel or work program related to his/her professional responsibilities, provided said administrator or director shall be placed at the same position on the salary schedule as he/she would have been had he/she served in the district during such period.
- E. A military leave of absence shall be granted to an administrator or director who shall be inducted for military duty in any branch of the Armed Forces of the United States. Upon

returning from such leave, said administrator or director shall be placed at the same position on the salary schedule as he/she would have been had he/she served in the district during such period, provided application for reinstatement is made within 90 days after termination of such military duty or any time during terminal leave.

- F. Present child-care leave provisions for teachers shall continue in full force and effect for an administrator or director. An administrator or director adopting a child requiring his or her care may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the appropriate court. An administrator or director returning from such leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.
- G. A leave of absence of up to two (2) years may be granted, upon application, to an administrator or director for the purpose of prescribed rest or recuperation.
- H. A leave of absence of up to two (2) years may be granted to any administrator or director, upon application, for the purpose of serving as an officer of or on the staff of any national or state professional organization. Such application shall not unreasonably be denied. Upon return from such leave such administrator or director shall be placed at the same position on the salary schedule as he/she would have been had he/she served in the district during such period.

## ARTICLE XII PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing academic training of administrators and directors, participation by administrators and directors in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. Upon prior approval of the immediate supervisor, administrators and directors may be permitted visitation days for the purpose of observing educational programs and practices and, within budgetary limitations, will be reimbursed by the district for reasonable traveling expenses.
- C. The Board agrees to provide upon application the necessary funds within budgetary guidelines for administrators and directors 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 administrator or director needed to relieve the participant. An administrator or director attending such a conference shall be granted sufficient leave time to attend without loss of compensation or benefits.

D. Professional Improvement

1. Administrators and directors may be required to successfully complete college or university courses deemed by the Board, for that individual, for the maintenance, improvement or development of skills needed for fulfillment of the administrator's or director's job responsibilities or performance.
2. A recommendation to take course work, as described in paragraph 1 above, will be made in writing in the administrator's or director's annual evaluation. The administrator or director will have the opportunity to select courses at any approved college or university and to successfully complete such recommended coursework through his own initiative prior to his next annual evaluation.
3. If coursework recommended in paragraph 2, above, is not successfully completed prior to the administrator's or director's next annual evaluation, a second recommendation to take coursework, as described in paragraph 1 above, may be made in writing at this next (second) annual evaluation. The administrator or director will again have the opportunity to successfully complete the recommended coursework through his own initiative prior to his next (third) evaluation.
4. If coursework recommended in paragraph 3, above, is not successfully completed prior to the administrator's or director's next (third) annual evaluation, the administrator or director may be required to take course work, as directed in paragraph 1, by written directive in his next (third) annual evaluation. The Superintendent of Schools must approve this requirement for coursework.
5. Tuition for course work required by the District will be reimbursed by the Board upon presentation of evidence of successful completion of such work. However, the provisions of Article XII (D)(1), (D)(2) and (D)(3) notwithstanding, course work required under paragraph 4 above, will not be eligible for salary credit, but shall be subject to tuition reimbursement by the district.
6. Tuition cost for course work recommended under paragraphs 2 or 3 above, will not be reimbursed by the Board and will not be eligible for salary credit pursuant to Article XII (1) through (4).
7. In no event will an administrator or director be required to take more than nine (9) credits over a 3 year-period or three (3) credits over a six- (6) month period.
8. In the event that a substantial hardship is found in the circumstances for taking of the courses, as judged by the Superintendent (or his/her designee), with the agreement of the President of the Association, special consideration will be given as to the time, place and identity of the course.

**ARTICLE XIII  
NEGOTIATION PROCEDURES**

- A. It is contemplated that the terms and conditions of employment provided in the Agreement shall remain in effect during the term of the contract until altered by mutual agreement in writing between the parties. The parties accordingly undertake to cooperate in arranging meetings, when necessary, selecting representatives for discussion, furnishing reasonable information, and otherwise constructively considering and resolving such matters.
- B. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with reasonable power and authority to make proposals, consider proposals, and make reasonable concessions where warranted in the course of negotiations.
- C. Negotiations between Board and the administrators and directors:
  - 1. All proposals by the Association, for the succeeding contract, relative to working conditions and salary shall be submitted to the Board of Education in writing not later than December 15, 2014. Negotiations shall commence no later than January 15, 2015.
  - 2. The Association negotiating team shall not consist of more than three (3) representatives nor shall the Board's negotiating team consist of more than three (3) representatives.

**ARTICLE XIV  
MISCELLANEOUS PROVISIONS**

- A. This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement.
- B. The Agreement shall supercede 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 considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any administrator or director or group of administrators or directors shall 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 shall continue in full force and effect.
- D. The parties recognize the advisability of developing and implementing an evaluation procedure for both tenured and non-tenured administrators and directors who are not otherwise covered under Education Law Section 3012-c and Part 30-2 of the Regents' Rules.

E. Examination of "Inequities" in Schedule Relationships

It is agreed that on or following July 1, 1998 either party to the contract may request an examination of review of any cited "inequities" in the salary schedule payment or fringe benefit areas received by any member of the Association. Both parties pledge a good faith effort to resolve mutually agreed upon inequity situations.

F. The District shall have the right to initiate a new payroll plan as follows:

Payroll for all employees shall be paid on a semi-monthly basis, 24 pay periods per year, on the 15<sup>th</sup> and last day of each month. This new payroll plan may also include direct deposit, and if so, salary payments will be made on the 15<sup>th</sup> and last day of each month, irrespective of school vacation periods.

**ARTICLE XV  
EMPLOYEE NON-RESIDENT STUDENT**

The Board will permit full-time, tenured and probationary administrators, while employed by the Board, to enroll their non-resident children in the public schools of the Lakeland Central School District of Shrub Oak ("Lakeland") under the following provisions:

1. The child (children) shall meet all enrollment eligibility requirements of Lakeland, with the exception of residency, in effect at the time of enrollment.
2. The administrator shall provide for and assume the cost of daily transportation to and from school for the child (children).
3. If feasible and practicable in the judgment of the Board, the wishes of the administrator will be taken into consideration in the determination of placement.
4. Children with handicapping conditions may be enrolled under this Paragraph provided the Board receives a written Individual Educational Plan approved by the Lakeland Committee on Special Education and the Board of Education of the school district of residence which indicates Lakeland as the most appropriate educational placement for the child (children). Additionally, the Board of Education of the district of residence of the child (children) shall enter into a contract for the education of the child (children) with a handicapping condition(s) agreeing to pay the full, prevailing tuition for the child (children) with a handicapping condition(s) in effect for the period of enrollment.
5. The administrator shall pay the Board, as tuition, the amount specified in paragraphs 6 and 7 below for each non-resident child enrolled in the Lakeland schools, except for the child (children) with a handicapping condition(s) whose full tuition shall be paid by the school district of residence, as stated in paragraph 4, above.

6. The annual tuition rates per non-resident child for the 2006-2007 regular school year are as follows:

One-half day kindergarten students, one hundred fifty dollars (\$150.00).

Full day kindergarten through grade 12 students, three hundred dollars (\$300.00).

For school years after 2006-2007, the annual tuition rate shall be increased over the tuition rates in effect in the preceding year by the average Lakeland District-wide percentage tax rate increase levied for the current school year.

7. The administrator shall pay the tuition stated in paragraph 6, above, by:

a. Executing a payroll deduction authorizing the Board to deduct tuition from the administrator's salary as specified by the School District's business office, or

b. Paying one-half of the annual tuition for each child not later than ten (10) days after enrollment and paying the balance of the total tuition not later than February 10<sup>th</sup> of the current school year.

8. If a tuition adjustment shall become necessary due to an approved enrollment subsequent to the regular starting date or termination of an enrollment during the school year, the following shall be the basis of such adjustment:

a. Ten percent (10%) of the annual tuition rate shall be paid for each full month of enrollment.

b. Two and one-half percent (2-1/2%) of the annual tuition rate shall be paid for each week of enrollment of a partial month (not to exceed ten percent).

c. Three (3) days of enrollment in a week shall be considered to be a full week of enrollment.

9. The Board shall have and retain the same powers with respect to the education of non-resident students enrolled under this Article XXIV, paragraph B, as it has by law and regulations with respect to its resident students including, by way of example and not by way of limitation, the power to discipline and suspend students and to adjust their programs according to the needs and behavior of the individual students.

Upon meeting all of the conditions enumerated in subparagraphs 1 through 9, above, as determined by the Lakeland Superintendent of Schools, or his designee, the Board agrees to receive the children of eligible, non-resident administrators for instruction in the Lakeland Schools.

The Board further agrees that, provided the conditions enumerated in subparagraphs 1 through 9 continue to be met by an eligible administrator, as determined by the Lakeland Superintendent of Schools, or his designee, and

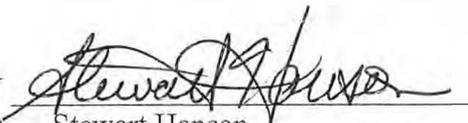
further provide such administrator continues to be employed by the Board, such administrator's children will continue to be received into the Lakeland Schools for instruction without further application to the Board except for the initial application for each child.

**ARTICLE XVI  
DURATION OF AGREEMENT**

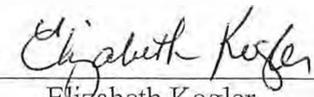
This Agreement shall be effective as of July 1, 2012, and shall continue in effect through June 30, 2015.

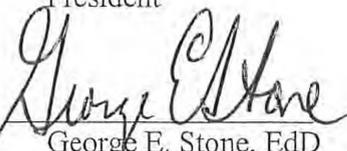
The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to the Agreement, and they further agree that negotiations shall not be reopened on any item whatsoever whether contained in this Agreement or not, during the life of this Agreement.

ASSOCIATION OF LAKELAND  
ADMINISTRATORS

BY   
Stewart Hanson  
President

BOARD OF EDUCATION  
LAKELAND SCHOOL DISTRICT  
OF SHRUB OAK

BY   
Elizabeth Kogler  
President

BY   
George E. Stone, EdD  
Superintendent of Schools

## **SCHEDULE A**

### **CODE OF ETHICS OF THE EDUCATION PROFESSION**

#### **PREAMBLE**

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of the Code.

#### **PRINCIPLE 1**

##### **Commitment to the Student**

We measure success by the progress of each student toward achievement of his/her maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we:

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with, or concerning students, in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.

9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his/her educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

## **PRINCIPLE II**

### **Commitment to the Community**

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we:

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions with a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

## **PRINCIPLE III**

### **Commitment to the Profession**

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise the education standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions, which attract persons worthy of the trust to

careers in education. Aware of the value of united effort, we contribute actively to the support, planning and programs of our professional organizations.

In fulfilling our obligations to the profession, we:

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a reasonable manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to the positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administration recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on authority or our positions.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writings of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Honestly represent our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

## PRINCIPLE V

### Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we:

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in positions.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

# LAKELAND CENTRAL SCHOOL DISTRICT 2012—2013 CALENDAR

September 2012						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**SEPTEMBER**  
 9/3 Labor Day  
 9/4 Superintendent's Conf. Day  
 9/5 Schools Open  
 9/17, 18 Rosh Hashanah  
 9/26 Yom Kippur

Total Days: 15 Student Days  
 1 Supt. Conference Day

October 2012						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**OCTOBER**  
 10/8 Columbus Day

Total Days: 22 Student

November 2012						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**NOVEMBER**  
 11/6 Superintendent's Conf. Day/  
 Election Day  
 11/12 Veterans' Day  
 11/22-23 Thanksgiving Recess

Total Days: 18 Student Days  
 1 Supt. Conference Day

December 2012						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**DECEMBER**  
 12/24-31 Winter Recess

Total Days: 15 Student Days

January 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**JANUARY**  
 1/1 New Year's Day  
 1/21 Martin Luther King Jr. Day

Total Days: 21 Student Days

February 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

**FEBRUARY**  
 2/15 Superintendent's Conf. Day  
 2/18 President's Day

Total Days: 18 Student Days  
 1 Supt. Conference Day

March 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**MARCH**  
 3/22 Superintendent's Conf. Day  
 3/25-29 Spring Recess

Totals Days: 15 Student Days  
 1 Supt. Conference Day

April 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**APRIL**  
 Total Days: 22 Student Days

May 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**MAY**  
 5/24 Superintendent's Conf. Day  
 5/27 Memorial Day

Total Days: 21 Student Days  
 1 Supt. Conference Day

June 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

**JUNE**  
 6/21 Last Day of School for Students

Total Days: 15 Student Days

☐ = Schools Closed      ▨ = Superintendent's Conf. Days (No Students)

NOTE: Weather make-up days are to be taken in the following order:  
 5/24, 3/25, 3/26, 3/27, 3/22

182 Total Student Days  
 5 Total Supt. Conference Days  
 187 Total Instruction Days

Adopted by the BOE: 3/15/2012

### SCHEDULE C

The following is a salary hiring range for ALA members hired after October 1, 2009:

Title	Minimum	Maximum
Principal HS	\$152,674	\$155,727
Principal MS	\$147,364	\$150,311
Principal ES	\$143,380	\$146,247
Assistant Principals	\$122,140	\$124,582
Directors	\$127,450	\$129,999
AHS Supervisor/Principal	\$134,087	\$136,768
SPED Supervisor	\$123,467	\$125,936

## **SCHEDULE D**

### **Grievance Procedure**

#### **Section 1- Definition**

A “grievance” is a complaint by any administrator, director, or group of administrators or directors in the Association concerning an alleged misinterpretation or misapplication of an express provision of 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) No written grievance will be entertained at Step 2 or hereafter, as described below, and such grievance will be deemed waived, unless such written grievance is forwarded at Step 2 within thirty (30) school days after the administrator or director knew or should have known of the act or condition on which the grievance is based.
- (c) If a decision on a grievance is not appealed to the next step of the procedure within the time specified, the grievance will be deemed settled on the basis of the disposition at the time preceding step and further appeal shall be barred.
- (d) Failure by a party at any step of the grievance procedure to meet or to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal by the other party at the next step of the procedure within the time which would have been allotted had the decision been given.
- (e) The time limits specified for either party may, however, be extended by mutual agreement.
- (f) In the event a grievance is filed on or after June 1 which, if left resolved until the beginning of the following school year, could result in irreparable harm to any person or party, the time limits set forth herein will be reduced by agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

#### **Section 3 - Purpose and General Procedure**

- (a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which from time to time arise. The procedures will be kept as informal as may be appropriate at any step of the procedure.

- (b) If the nature of the grievance is such that more than one building at a given level or an entire level is involved or if it involved two or more administrators, Step 1 in the grievance procedure shall be to the appropriate principal(s). However, in the case of Building Principals, the grievance may be submitted directly to Step 2.
- (c) If the supervisor's area of responsibility is classified as K-12, Step 1 shall be to the appropriate principal(s).
- (d) If the administrator or director submits the grievance through the Grievance Representative, the administrator or director may also be present during the discussion of the grievance at this step. If the grievance cannot be resolved informally, it shall be reduced to writing and presented to the immediate supervisor. Within seven (7) school days after the written grievance is referred to him, the immediate supervisor shall render a decision thereon.

#### **Section 5 - Step 2: Superintendent**

- (a) If the administrator or director initiating the grievance is not satisfied with the disposition of the grievance at Step 1, the Grievance Representative shall file an appeal of the grievance in writing, together with copies of the grievance and the decision at Step 1, with the Superintendent's office within fifteen (15) school days after the decision at Step 1.
- (b) Within seven (7) school days after the receipt of the appeal, the Superintendent or his designee at the central office level will meet with representatives of the Association in an effort to resolve the grievance.
- (c) Within seven (7) school days after such meeting, the Superintendent shall render a decision on the grievance.

#### **Section 6 - Step 3: Board of Education**

- (a) If the grieved party is not satisfied with the disposition of the grievance at Step Two, the President or his designee may file an appeal in writing, together with copies of the grievance and the decisions at Step 1 and 2. A copy of the appeal shall simultaneously be submitted to the Superintendent.
- (b) No later than the next regularly scheduled meeting of the Board of Education which is not less than seven (7) calendar days after the filing of the appeal or at a special meeting of the Board of Education called earlier for such purpose, the Board of Education shall consider the grievance. The Grievance Representative shall be heard in behalf of the Association by the Board of Education.

#### Section 7 - Step 4: 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 ten (10) school days after the decision at Step 3.
- (b) Within seven (7) 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, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (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 of 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 limit his decision strictly to the interpretation or application of the express provision of his agreement submitted to him and he shall be without power or authority to make any decisions:
  - (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 provisions of this agreement, under Board rules or regulations, under regulations having the force and effect of law, or under applicable law;
  - (3) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board or the Superintendent of Schools under the Board's rules or regulations, applicable law, and rules and regulations having the force and effect of law;
  - (4) The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and they will abide by it.
  - (5) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.