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Agreement

between the

**Unatego Board of Education
Central School District**

and the

**Unatego Administrators'
Association**

July 1, 2015 - June 30, 2018

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ARTICLE I - PURPOSE

- A. In order to effectuate the provision of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), the parties desire to establish and maintain effective and harmonious working relationships between the Unatego Chief Executive Officer (hereinafter referred to as the "CEO") and its professional administrative employees (hereinafter referred to as "Administrators") represented by the Unatego Chapter of the School Administrators Association of New York State (hereinafter referred to as the "UAA").
- B. The professional administrative positions incorporated in such recognition include, but are not limited to, the following:

Elementary School Principals, Middle School Principal, High School Principal ,
Director of Special Programs
- C. Any and all newly created or substantially altered existing supervisory or administrative positions [at least fifty percent (50%) of the time] shall be automatically included in this recognition and shall be represented by the UAA for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such position.

ARTICLE II - REPRESENTATION

- A. The names of the offices of the Unatego Administrators' Association and the members of the Negotiating (Bargaining) Committee shall be given in writing to the Clerk of the Board prior to taking office. The Clerk of the Board shall also be notified immediately of any change in the officers and the Negotiating (Bargaining) Committee. The Clerk of the Board shall notify the President of the Association in writing of the names of the members of the CEO Negotiating (Bargaining) Committee. The Clerk of the Board shall notify immediately in writing the President of the Association of any change in the CEO Negotiating (Bargaining) Committee.
- B. It is understood and agreed that officers, members of the Negotiating Committee, or members of the Association may conduct or participate in Association business during the school day.
- C. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement.
- D. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE III - LEAVES OF ABSENCE

The CEO shall grant leaves of absence as follows:

A. SICK LEAVE

1. Administrators shall be granted sick days and they shall accumulate based on the following schedule:

Months Worked	Paid Sick Days Granted	Maximum Accumulated
10	15	200
11	18	220
12	20	280

2. Paid sick leave days may be used for personal illness or injury and shall be granted for the ensuing year at the beginning of the school year.
3. The District will provide a yearly statement of unused sick days.
4. Unit members will be allowed to use sick days accumulated over 240 for medical absences greater than five (5) days with appropriate medical documentation.

B. PAID LEAVE - NON-CUMULATIVE

A paid leave of absence shall be granted to an administrator of the Unatego Central School District for the following reasons:

1. A maximum of three days leave per year will be allowed under circumstances entitled Act of God - fire, flood, hurricane, etc.
2. Administrators may attend professional meetings of education organizations other than Association related without loss of pay, provided that sufficient funds are available in the annual budget.
3. An administrator will be paid the difference between his daily rate and jury duty compensation.
4. Up to five days per school year for serious illness in the immediate family (current spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, grandparent, aunt, and uncle).
5. Up to seven days per school year in the event of death in the immediate family (parent, current spouse, child, son or daughter-in-law, parent of current spouse, sibling, step-parent, grandparent, grandparent-in-law, aunt, uncle, brother-in-law, sister-in-law).
6. Up to four (4) days per year shall be allowed for compelling personal business. Unused personal business days will be added to the accumulated sick leave days total. Personal day requests must be approved by the Superintendent.

C. APPLICATION

Application must be made for absence for personal business to the CEO. Requests shall be granted provided circumstances and conditions permit and the request is submitted to the CEO no less than three school days in advance of the effective date of the leave except in extreme emergency. The administrator shall be notified of the decision not less than one day from the date of the receipt of the request.

D. PARENTAL LEAVE - UNPAID

1. The administrator desiring a parental leave may request such a leave (for children under five years of age and shall be required to request such leave at least thirty days in advance of its commencement date. Such a leave shall be no longer than four full consecutive semesters. Notice of intent to return from leave shall be given to the Superintendent as soon as possible but no later than thirty days prior to return which shall be only at the beginning of a semester.
2. In the event that an administrator who has notified the district of the leave above provided, becomes disabled before the commencement of the leave, the period of such disability prior to the beginning of the leave shall be treated as a personal illness as otherwise provided in this Agreement.
3. An administrator on parental leave shall advance on the salary schedule upon return to active duty.

E. UNPAID LEAVE

Unpaid leaves of absence shall be granted to administrators for one year for such pursuits as graduate studies, travel directly related to school, such administering of other schools in foreign countries, service with an organization such as the Peace Corps, working in a foreign school or related organization.

1. An administrator must have served the school district for five years.
2. The administrator must submit a written request to the CEO stating the nature of the program to be followed during his leave at least three (3) months prior to the end of the school year. In the selection of the administrator to receive the unpaid leave, other things being equal, seniority shall prevail.
3. One administrator annually may be eligible to receive a leave if all requirements are met.
4. The administrator shall give the CEO a two-month notice, prior to the end of the school year, if the administrator should decide not to return to this school system.
5. Upon return the administrator shall be entitled to any salary increase negotiated by the UAA for that year.

F. LEAVE OF ABSENCE

A leave of absence for a tenured administrator, without pay or raise, of up to one year will be granted for personal illness which extends beyond the period of accumulated sick leave.

G. LEAVE OF ABSENCE FOR EDUCATIONAL REASONS

1. An administrator may petition the Board of Education before April 1st of the preceding school year for a paid leave of absence for educational reasons, subject to the approval of the CEO, The course of study or educational activity must be clearly defined. The leave may be a full year at half salary or a half year or less at full salary. The leave may be contingent upon obtaining an intern.
2. Once an educational leave has been granted, the administrator must wait seven years before applying for another leave.

ARTICLE IV - BENEFITS

A. HEALTH INSURANCE

1. The District shall pay 90% of the cost for individual coverage and 85% of the cost for dependent coverage under the NY44 health insurance plan. The UAA shall elect from the options made available to other employee bargaining units. The District shall pay only a pro-rated portion of the above health insurance premium percentages for part-time administrators. Part-time shall mean less than full-time employment with the District
2. For unit members retiring with less than twelve (12) years of service as an administrator in the Unatego District, the amount of the district contribution shall be 65% of the cost of individual coverage and 45% of the cost of dependent coverage. For unit members retiring with twelve or more years as an administrator in the Unatego District, the district contribution shall be 70% for the cost of individual coverage and 50% of the cost for dependent coverage.
3. The district shall provide coverage to surviving dependents and spouse (as defined in the Internal Revenue Code) provided the dependent and/or spouse pays 100% of the coverage.
4. Eligible unit members shall have the option of not using the health insurance plan provided by the District. Any unit member electing to choose this option will receive an annual payment equal to the teachers' rate but not less than \$1000. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent annually by April 30th or upon the date of hire of new unit members.

Payment will be issued in the last pay period in June or upon the unit member's separation from the District. The payment shall be pro-rated if there is less than a full year of employment.

If a unit member wishes to change his/her option, written notice must be given to the Superintendent or designee by April 30th and said change will be elective as of July 1st of the succeeding fiscal year if the criteria of the health insurance plan is met and approved. A unit member who loses coverage under a spouse's plan will, upon proof of said loss, be allowed re-entry in the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be pro-rated if the entry is in the

same year the plan was dropped.

B. IRS FLEXIBLE SPENDING PLAN 125

Members of the bargaining unit will be afforded the opportunity to participate in the Districts IRS 125 flexible spending plan.

C. CREDIT UNION

Payroll deductions shall be made for and transferred to the Chen-Del-0 Federal Credit Union upon request. Deductions will be made in units of \$10.

D. PROFESSIONAL STUDY - REIMBURSEMENT

1. A fund of 15 hours of reimbursement graduate credit will be established for members of the Unatego Administrators' Association. For each hour of graduate credit that an administrator takes beyond the minimum requirements for this position, up to a total of 6 hours per year, he/she will be reimbursed for 100% of the cost. The reimbursement rate will be based on the fee schedule established by the State University of New York.
2. Administrators who plan to take graduate courses must have notified the CEO in writing by April 1st of the previous year. Courses for which the administrator will receive reimbursement must be taken to maintain or improve his administrative skills. Letters requesting reimbursement will be honored in the order which they are received. The April 1st notification deadline will be waived for any administrator hired after April 1st.
3. A fund of \$1,500, to be divided equally among the administrators, will be established to be applied toward professional memberships.

E. UNUSED SICK DAYS AT RETIREMENT

1. A bargaining unit member, who has been employed within the bargaining unit for 10 years or more, who is entitled to receive regular non-reduced retirement benefits under the New York State Retirement System shall be entitled to the following benefit, if such person submits an irrevocable and unconditional resignation on or before March 1 of any school year, effective the last day of such school year.
2. District agrees to pay to the retiring administrator the following percentage of salary for sick day payout:

Number of sick days accumulated at time of retirement	Percent of Retiring Administrator's Salary to be paid.
20-50 days	5.0%
51-100 days	7.5%
101-150 days	11.5%
151-200 days	15% or \$75 per day, whichever is greater
201-240 days	18% or \$75 per day, whichever is greater

Payment will be based on the administrator's final year salary.

3. District agrees to negotiate a one-time incentive for administrators desiring to retire.
4. Effective July 1st 2011, the District will provide the following non-elective Employer 403(b) contribution:
 - a. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1st or later, and who avail themselves the District's negotiated retirement incentive and/or payment for accumulated leave days.
 - b. The contribution will be placed into a 403(b) program of the unit members choosing, subject to any restriction that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.
 - c. The District will remit the contribution within thirty (30) days, following the retirement date.
 - d. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
 - e. For purposes of Tier 1 members with membership dates prior to June 17th, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 - f. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - i. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee as a NYSTRS membership date prior to June 17th, 1971, or
 - ii. If the employee has a NYSTRS or NYSERS membership date subsequent to June 16th, 1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

F. INSURANCE POOL

The District will make available a total of \$6,500.00, (\$1,300.00 per unit member), for payment of insurance premiums for the bargaining unit. This amount will increase \$500 each year of the contract. Such amount to be dispersed in equal amounts for each bargaining unit member. This benefit is to be used for life insurance or long term care insurance.

G. DENTAL INSURANCE

1. Unit members will be covered by a District Provided Dental Plan which will be funded up to \$3,000/year by the district. The unit agrees to contribute any amount beyond the \$3,000, each member contributing equally.

H. VISION INSURANCE

1. Unit members will be covered by a District Provided Vision Plan or \$100/annually for covered eye glasses or contacts.

I. DEFERRED COMPENSATION PLANS

1. Unit members will be permitted to contribute to 403(b) and 457(b) deferred compensation plans.

J. PHYSICAL EXAMS

1. The District agrees to pay up to \$100 for uninsured costs of an annual physical for each member of the Administrative Bargaining Unit.

K. BENEFIT IN CASE OF MERGER

1. If the district is dissolved, annexed to, merged or consolidated with one or more school districts, the district agrees to make every reasonable effort to ensure that each administrator is appointed to the position in which they currently are employed. If that is not possible, then the district shall make every reasonable effort to ensure that each administrator is appointed to a position in the merged district which is consistent with the administrator's education, background, experience, certification and former status and acceptable to the administrator.

If the administrator is not appointed to a comparable position in the merged district, the district agrees:

- a. To pay the administrator all of his/her accumulated sick leave, but not less than one-hundred-twenty (120) days, at the administrator's daily rate of 1/240th.
- b. To pay the administrator all of his/her vacation days at the daily rate of 1/240th of the administrator's annual salary.
- c. To provide health insurance for up to one year at the same contribution level as current members covered by the CBA or until the administrator is covered by health insurance by new employment, whichever is less.
- d. To allow the displaced administrator to participate in the retiree's health insurance at the same contribution level as provided in the CBA, if otherwise eligible for retirement under TRS/ERS.

ARTICLE V - WORK YEAR

- A. Unless designated otherwise by the Board of Education, unit positions are 12-month positions.
- B. Twelve (12) month unit members will receive fourteen (14) paid holidays plus one

(1) floating holiday per school year. The Superintendent will consider input from the unit regarding the official school calendar to be adopted by the Board of Education.

1. Holidays are:

July 4 th	Christmas Day
Labor Day	Day After Christmas
Columbus Day	New Year's Day
Veterans' Day	Day Before or Day After New Year's Day
Thanksgiving	Martin Luther King Day
Day After Thanksgiving	Good Friday
Christmas Eve	Memorial Day

- C. Each 12-month unit member will be granted twenty-five (25) days vacation per year. After 10 years of service as an administrator in the Unatego School District, the vacation days will increase to thirty (30). The Chief Executive Officer must approve all vacation use. Up to five (5) days may be carried over to the next year. Unit members may cash in up to five (5) unused vacation days per year. Unit member may also bank five (5) unused vacation days to a maximum of fifty (50) days for payout at retirement. Upon retirement the banked vacation days will be converted to sick leave and be paid at the per diem rate of 1/240th of the retiring administrator's annual salary. This benefit is in addition to sick leave payout described in Article IV, section E.
- D. Whenever it is necessary for an administrator to work on a holiday, the CEO must approve such use in advance, unless an emergency exists. In such cases, the administrator may take off an equal amount of time during the work year with the advance mutual agreement of the CEO.
- E. On days when school is closed due to serious weather or emergency conditions, bargaining unit members are expected to report as soon as conditions permit.

ARTICLE VI - PROFESSIONAL COMPENSATION

A. Each returning administrator shall receive the following increases in the specified

2015-2016	2016-2017	2017-2018
3.00%	3.00%	3.00%

- B. When an administrator is hired, that administrator will negotiate his/her starting salary with the CEO. At the start of the next school year, the administrator will receive the same salary increase as that negotiated by the UAA for other members of the unit, unless that administrator has agreed in writing at the time his/her contract is signed that the same salary will be in effect for the following school year.
- C. Corporate Performance Salary (CPS)
 - 1. Effective 2015-16, the district will provide a corporate performance salary (CPS). Each target met will be worth \$225 which will be added to the base salary of each member of the bargaining unit on July 1st of the next school year.
 - 2. Each member of the bargaining unit will share equally in any CPS.
 - 3. CPS targets will be established prior to the start of the school year and will be

mutually agreed upon between the Superintendent and the unit members.

4. There will be a minimum of five (5) targets and a maximum of ten (10) targets.
5. The number of targets for which each member will be compensated shall be capped at five (5).

- D. The duties of Coordinator of Federal Funds (CFF) may be assigned to a bargaining unit member as part of his or her regular duties. The stipend for the CFF shall be as follows:

2015-2018 \$3,500

This stipend will not be paid during the years that an Assistant Superintendent for Curriculum/Instruction (ASCI) is appointed by the Board of Education. The CFF duties will be handled by the ASCI during these years. The ASCI stipend will be \$10,000 per year.

- E. Longevity Pay- At the completion of the tenure year, the member shall receive a \$1,000 bonus for that year. The same bonus pay shall be paid to the member upon completion of the following year after tenure year. At the completion of five (5) years and through the completion of nine (9) years of service, the member shall receive \$1,500 annually. After the completion of ten (10) years of service, and each succeeding year thereafter, the member shall receive \$2,000 annually.

ARTICLE VII - TRANSFERS AND ASSIGNMENTS

- A. Each administrator will be notified of any change in assignment for the coming year under normal conditions by May 25th, but not later than June 10th. The unit agrees to hold the District harmless should the District be unable to meet the May 25th date despite reasonable effort.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual administrator will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

ARTICLE VIII - VACANCIES AND PROMOTIONS

- A. All vacancies in promotional positions shall be posted in every school, setting forth a description of and the qualifications for the position.
- B. Notices shall be posted at least ten calendar days before the final date when applications must be submitted.
- C. Administrators will be notified if a vacancy or promotional position occurs during summer vacation period.
- D. All appointments to vacancies and promotions shall be based on qualifications.
- E. Present staff members applying for a promotional position or vacancy will be given full consideration. Present staff members not selected will receive a personal interview as to why he/she did not receive the promotion or vacancy requested.

ARTICLE IX - UAA PRIVILEGES

- A. The UAA shall be allowed to use all school facilities for UAA business after 4:00 p.m.
- B. The CEO shall deduct from the salary of each UAA member, who so authorizes in writing by September 30th, dues for membership in any professional organization so designated by said member. The CEO shall, at the end of each pay period, transmit the amount deducted to the UAA Treasurer.
- C. The CEO shall print copies of this Agreement and distribute a copy to each member of the UAA not later than two weeks after the final agreement is executed by the parties hereto.

ARTICLE X - ABOLITION OR REDUCTION OF ADMINISTRATIVE POSITIONS

- A. The CEO shall give 90 days notice to the administrator prior to the expiration of each school year if he/she is going to abolish or reduce the administrator's position for the ensuing year.

ARTICLE XI - RESPONSIBILITIES OF ADMINISTRATORS

- A. Each member covered by this Agreement shall perform the duties outlined for his position in the job description as approved by the Board of Education and as amended from time to time, and made a part hereof. The evaluation procedure detailed in this Article shall not apply to any instructional administrator subject to the Annual Professional Performance Review under NYS 3012-c.

B. EVALUATION

The parties agree to meet in good faith for the purpose of compliance with the New York Education Department's new APPR regulations specified in §3012-c of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education. All negotiations required by §100.2(0) of the Regulations of the Commissioner of Education or by §3012-c of the Laws of the New York (Education) shall be conducted in accordance with and subject to the parties' rights and obligations under Article 14 of the Civil Service Law.

Further, the parties agree that they will commence negotiations concerning the Annual Professional Performance Review (APPR) plan for the 2015-16 school year as soon as practicable after adoption of regulations of the commissioner of education required by the 2015-16 budget bill. Any agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of the Association. The parties hereby express their intent to conduct such negotiations in an expeditious manner so that an APPR plan can be submitted to the Commissioner of Education in time for approval of the plan by November 15, 2015 - or any new date identified through subsequent legislation, regulation, or waiver.

- C. The CEO or the administrator's immediate supervisor will write a year-end summary on the administrator's job description. The evaluation will be discussed with the member, signed by the administrator with an opportunity to write comments, and placed in the member's personnel folder.

- D. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his personnel file unless the administrator has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.
- E. The administrator will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE XII - GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A "grievance" is a difference between the CEO or his delegated representatives and an administrator, or group of administrators, concerning the misinterpretation or misapplication of any of the provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement.
- 2. An "aggrieved administrator" is the administrator or administrators making the claim.

B. PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable resolutions of grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with the CEO and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the
- 3. terms of this Agreement.
- 4. Grievances shall not be contradictory to powers granted to the CEO under the New York State Education Law, Regulations of the Commissioner of Education of the State of New York and any and all applicable Federal or State Laws. By Statute, grievance procedure does not apply in those cases.

C. PROCEDURE

- 1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein will be reduced so that the

grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable. All conferences shall be held in a private administrative office and shall be scheduled by mutual agreement at the end of the school day. If the administrator(s) fail to attend the conference, the grievance shall be dismissed and reason noted by the CEO on the grievance form. Exception: Extenuating circumstances (illness, accident, etc.) may necessitate a rescheduling and this must be arranged by mutual agreement prior to scheduled conferences.

D. LEVEL I

1. An administrator(s) must initiate grievance action with the Association Grievance Committee person within ten (10) school days after the administrator(s) knew or should have known of the claim. The Association Grievance Committee person must determine whether grievance action should be taken to the CEO within the next ten (10) school days. It is recommended that orally or informally the administrator(s) confer directly or accompanied by the Association Grievance Committee person with the CEO to resolve his grievance.

E. LEVEL II

2. If the aggrieved administrator(s) is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing on a special grievance form in triplicate, obtainable from the CEO's office, with a member of the Association's Grievance Committee, within five (5) school days after the decision at Level I, or fifteen (15) days after the grievance is presented, whichever is sooner. Within five (5) school days after receiving the written grievance the Grievance Committee person, to whom the grievance was presented, will refer it to the CEO.
3. Within five (5) school days after the receipt of the written grievance by the CEO, he/she will meet with the aggrieved administrator(s) in an effort to resolve the grievance.
4. The CEO shall return two (2) copies of the grievance form to the administrator(s) with his decision in writing within ten (10) days following the hearing.
5. The aggrieved administrator(s) shall sign his name and mark satisfactory or unsatisfactory the decision of the CEO and return the original form to him/her within five (5) school days.

F. LEVEL III

1. If the aggrieved administrator(s) is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten (10) school days after he/she first met with the CEO, he/she may re-file the grievance in writing with the Chairperson of the Association's Grievance Committee within five (5) school days after a decision by the CEO or fifteen (15) school days after he/she first met with the CEO, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Association Grievance Committee may refer it to the Board if he/she determines that the grievance has significant merit and that appealing it is in the best interest of the school system. Within twenty (20) school days after receiving the written grievance, the Board will meet with the aggrieved

administrator(s), the Association President and Grievance Committee Chairperson for the purpose of resolving the grievance.

2. The Board shall, within ten (10) school days, notify the aggrieved administrator(s) in duplicate of its decision following the hearing.
3. The administrator(s) shall sign his name and mark satisfactory or unsatisfactory two (2) copies forwarded him/her by the Board and shall return one (1) copy to the Board within five (5) school days.

G. LEVEL IV

1. If the aggrieved administrator(s) is not satisfied with the disposition of his grievance at Level III or if no decision has been rendered within ten (10) school days after he/she has first met with the Board, he/she may within five (5) school days after a decision by the Board or fifteen (15) school days after he/she first met with the Board, whichever is sooner, request in writing that the Chairperson of the Grievance Committee determine that the grievance is meritorious and that submitting it to arbitration is in the best interest of the school system. The Grievance Committee may submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association within fifteen (15) school days after the receipt of a request by the aggrieved administrator(s).
2. The arbitrator selected under the auspices of the American Arbitration Association will hold a hearing promptly. The arbitrator will issue his decision not later than twenty (20) days from the date of the close of the hearings or, if an oral hearing has been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be final and binding on the parties.
3. The costs for the services of the arbitrator and the American Arbitration Association will be borne equally by the Board and the Association.

H. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

1. No reprisals of any kind will be taken by the CEO or his delegated representatives against any administrator(s) by reason of participation in the grievance procedure.

I. MISCELLANEOUS

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. All necessary forms for implementing the grievance procedure will be jointly developed by the CEO, the Association President, and the Grievance Committee and given appropriate distribution.
3. Nothing herein contained shall be deemed to prevent the CEO from taking proceedings to dismiss a permanently appointed administrator(s) under Section 2573 of the Education Law, provided however, that the Association shall be given written

