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Union: **Association of Levittown School Administrators**

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AGREEMENT
between the
BOARD OF EDUCATION
Levittown Union Free School District
Levittown, New York
and the
ASSOCIATION OF LEVITTOWN
SCHOOL ADMINISTRATORS

July 1, 2008 - June 30, 2013

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**ASSOCIATION OF LEVITTOWN SCHOOL ADMINISTRATORS
WITH
BOARD OF EDUCATION OF LEVITTOWN UNION FREE SCHOOL DISTRICT**

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THIS AGREEMENT MADE AND ENTERED INTO as of June ____ 2008, by and between the BOARD OF EDUCATION OF LEVITTOWN UNION FREE SCHOOL DISTRICT, NEW YORK (hereafter the "Board"), and the ASSOCIATION OF LEVITTOWN SCHOOL ADMINISTRATORS (hereafter "ALSA") for and in behalf of itself and the personnel now employed or hereafter employed by the Board in the bargaining unit hereafter defined.

WITNESSETH:

WHEREAS, the Board has voluntarily adopted the practices and procedures of collective negotiations as a peaceful, fair, and orderly way of conducting relations with employees of the district insofar as such practices and procedures are consistent with functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, ALSA has demonstrated that it represents a majority of the personnel employed by the Board in the bargaining unit hereafter defined and, in accordance with Board policy, has been duly recognized as the exclusive representative for all such employees; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the district, and

WHEREAS, the parties wish to enter into an agreement which will continue in full force and effect until June 30, 2013,

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I: RECOGNITION

The Board recognizes ALSA as the exclusive negotiating representative of the professional administrators of the district including principals, assistant principals, supervisors, directors, assistant directors, chairpersons, but excluding the Superintendent and assistant superintendents (said bargaining unit being hereafter referred to as "Administrators").

As soon as a valid election request is filed, all negotiations for a new agreement shall cease. If the election results in the selection of a new exclusive representative, then ALSA shall continue to be the representative under this agreement until it expires; the new representative shall negotiate the terms of the new agreement.

Nothing contained herein shall prevent any individual employee from processing a grievance hereunder or deny any employee rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under the Civil Service Laws and Regulations.

ARTICLE II: FAIR PRACTICES

ALSA agrees to represent equally all personnel within the bargaining unit without regard to membership or participation in ALSA or membership or participation in any other employee organization. ALSA agrees to continue to admit persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin or sex. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, or sex.

ARTICLE III: CONSULTATIONS

Upon request of either party, meetings shall be held between officially designated representatives of ALSA Executive Committee and the Superintendent or the Superintendent's designee to consult on matters of concern to either party.

ARTICLE IV: DUES CHECKOFF AND AGENCY SHOP

1. The District shall provide agency shop benefits to ALSA and ALSA shall save harmless and indemnify the School District from any suit, claim, etc. including attorney's fees arising out of the operation of the agency shop clause.

2. The Board agrees to honor voluntary individual written authorizations on a district form for the deductions of ALSA membership dues, and to transmit the same to ALSA. The transmittal shall be accompanied by a list of administrators for whom deductions have been made and the amounts deducted. There shall be no separate dues deduction for state, national, or other regional organizations with which ALSA is associated.

3. ALSA shall certify to the District's Chief Fiscal Officer its annual membership dues and any changes in the amount thereof. Annual dues shall be deducted in sixteen (16) equal installments on consecutive pay days beginning with the second payroll in October and ending with the first payroll in June.

4. The dues authorization shall remain in effect unless a written revocation is received by the Chief Fiscal Officer no later than June 1.

ARTICLE V: SALARIES

A. Chairpeople

1. Individuals serving in the capacity of chairs but not holding administrative certification shall be known as acting chairs and compensated according to the salary schedule in the contract between the School District and the LUT with an additional stipend of One Thousand Two Hundred and Fifty and no/100 (\$1,250) Dollars less than that provided by subdivision 2 of this subsection A effective July 1, 2008.

2. Chairpeople holding administrative certification shall be compensated according to the salary schedule in the contract between the School District and the LUT with an additional stipend of Eleven Thousand Three Hundred and Nine (\$11,309) Dollars effective July 1, 2008. Such stipend shall be increased to Eleven Thousand Six Hundred Seventy-Seven (\$11,677) Dollars on July 1, 2009; to Twelve Thousand Fifty-Six (\$12,056) Dollars effective July 1, 2010; to Twelve Thousand Four Hundred Forty-Eight (\$12,448) Dollars effective July 1, 2011; and to Twelve Thousand Eight Hundred Fifty-Three (\$12,853) Dollars effective July 1, 2012.

B. Administrators

1. Administrators shall be compensated in accordance with Schedules A-B annexed.

2. All assistant principals appointed after May 1, 2002 shall be appointed to the new tenure area/track/title of Secondary Assistant Principal and shall thereafter accrue and only accrue seniority as such. Any prior seniority and/or tenure rights shall not continue after such appointment. Salary for secondary assistant principals shall be as set forth on the annexed salary schedule(s). In any year (or portion thereof) during which a Secondary Assistant Principal is

assigned to a high school, he/she shall receive a differential pro-rated for that portion of the school year during which the individual is assigned to a high school. The differential shall be Four Thousand Three Hundred Fifty-Four (\$4,354) Dollars for the 2008/2009 school year and shall be increased during each subsequent year of this contract by the overall percentage increase in salaries paid hereunder. All assignments within the position of Secondary Assistant Principal shall be at the discretion of the District.

3. Step advancement shall occur at the beginning of each school year only after a person has served in such position for a number of years equal to initial step placement. Such procedure may be modified by the District on an individual basis at the time of each employee's hiring to a specific position. No employee shall be employed below step 1 in any category.

4. Paydays shall be the 15th and the last day of each month.

5. Longevity – A longevity payment of One Thousand Five Hundred (\$1,500) Dollars shall be paid to each full time administrator serving in his or her 11th through 15th year in title and an additional One Thousand Five Hundred (\$1,500) Dollars shall be paid to those full time administrators serving in his or her 16th through 20th year in title and an additional One Thousand Five Hundred (\$1,500) Dollars in his or her 21st year or above in title. This benefit shall not apply to chairpersons. For the purpose of this provision A service in title@ shall mean service in a particular position at a particular grade level as, for example, high school principal, middle school principal, elementary principal, high school assistant principal, middle school assistant principal, director, assistant director, administrative assistant. Said longevity payment(s) shall be made annually during the term of this contract only and shall not be included in the employee=s base salary.

6. Extra Assignment Stipend - The stipend paid for those ALSA members performing extra assignments as, for example, Summer School Principal, Title I Coordinator, District-wide Music Coordinator, Coordinator for Elementary Education, Coordinator for Outdoor Education¹ shall be as provided by subdivision 1 of section A of this Article..

**ARTICLE VI: FRINGE BENEFITS, HEALTH INSURANCE AND
MISCELLANEOUS**

1. Administrators shall receive the same fringe benefits as teachers except that there shall be no administrators' welfare fund and further exception as may be modified herein.

2. In the event of an agreement with teachers to replace an existing fringe benefit with another, such replacement shall not automatically apply to administrators where it is feasible to maintain the existing benefit for administrators notwithstanding its discontinued application to teachers.

Should such a situation arise, representatives of ALSA and the Superintendent shall negotiate respecting the feasibility of maintaining the existing benefit.

3. Disability Insurance for Administrators/Chairpersons - The maximum disability benefits payable shall be increased in accordance with the plan presently being administered by the

¹ The Coordinator for Outdoor Education shall, in addition to those duties traditionally associated with the assignment, also be responsible for assembly and distribution of Ascience kits® and such other related programs and activities as the Superintendent may, from time to time, determine.

J.J. Newman Company to 60% of salary up to a maximum of Eight Thousand (\$8,000) Dollars per month.

4. Health Insurance -

a. The District, upon 30 days notice to ALSA may withdraw from the Empire Health Plan, and enroll in an another plan so long as the benefits and level of benefits provided to employees in such new plan are the same as provided in the Empire at the time of notice of withdrawal.

b. Payment for individual withdrawal from health coverage - an employee who has been enrolled in District provided family coverage health insurance for three years and who is covered by a health insurance plan of a spouse or other family member may withdraw from District coverage. Any employee who has individual coverage and is covered by the health insurance coverage of a spouse or other family member may withdraw from coverage. After each full year of withdrawal from District health insurance coverage, the employee shall be entitled to 40% of the premium saved by the School District. Retirees shall not be entitled to participate in this waiver payment. Any employee may return to District provided health insurance coverage pursuant to the rules of the insurance carrier.

c. Effective July 1, 2008, employees shall pay 15% of the premium for individual health insurance coverage and 20% of the premiums for family health insurance coverage.

d. Retirees from this unit shall be entitled to the same health insurance benefits and premium contribution provided to employees. The parties agree that in accordance with their longstanding practice and interpretation of the contract, those provisions regarding the payment on behalf of retirees for health insurance benefits have only, and will continue to only apply to those

who retire directly from active employment with the district (i.e. they resign for the purpose of retirement and have submitted application to commence receipt of retirement benefits under the Teachers Retirement System, and actually receive said benefit within 6 months of the last day of employment with the district).

5. Dental Program - The annual per-member maximum reimbursement under the dental program in effect on 9/12/2002 shall be the sum of Three Thousand (\$3,000) Dollars and shall be increased effective 7/1/09 to the sum of Four Thousand (\$4,000) Dollars. Said benefit shall continue to apply to retirees for a period not to exceed three (3) years from the effective date of their retirement.

6. Sick Leave Abuse Review. The following are some examples of sick leave abuse which is considered misconduct:

Use of sick leave for

1. Vacation/travel
2. Recreational activities
3. Personal business
4. Paid employment

7. Sick Leave Incentive. If, as of July 1st of any year, a full time employee has used (during the previous school year) no more than six (6) sick and/or personal business days, the employee may sell back excess sick/personal business days accrued during the prior year at the rate of one (1) for three (3) provided the employee has no less than one hundred eighty (180) days of total accrued sick days.

8. Life Insurance. The District shall provide group term life insurance coverage for unit members less than seventy (70) years of age and while actively employed by the District with a death benefit of Fifty Thousand (\$50,000) Dollars.

ARTICLE VII - WORK DAY, WORK YEAR AND WORK LOAD

1. The administrators' normal work day shall be eight (8) hours inclusive of lunch. The parties intend that the administrators' participation in evening programs shall also continue as has been generally customary in the schools of the district over the past years. Any deviation from the past contract in terms of the work day shall not be a precedent in terms of this agreement.

2. Administrators other than chairpersons and coordinators shall be entitled to one (1) hour for lunch. Chairpersons and coordinators shall be entitled to one (1) lunch period and one (1) prep period daily which they will be assigned. Secondary chairpersons shall be scheduled for regular classroom teaching in accordance with the size of the department as follows:

<u>Size of Department</u>	<u>Number of Regular Teaching Periods</u>
under 6	4
6-10	3
11 or more teachers	2

The remainder of the work day shall be devoted to chairpersons' duties.

The above count is exclusive of any periods taught by the chair. The count to determine the size of the department is based upon 0.2 FTE for every period taught within their subject area by teachers assigned to that chair. This includes those teachers and periods within grade six only if they are also assigned to that chair (except for Special Education and/or Vocational/Technical Education where the count shall be based upon 0.166 FTE for each period taught). At the sole discretion of the District, fewer periods than those listed may be assigned.

3. The work year for administrators shall consist of the regular teaching work year, except that it shall run from September 1 through June 30th.

4. The work year for chairpersons shall be the regular teacher work year plus that amount of time necessary to complete a checklist provided by the Superintendent or the Superintendent's designee. Chairpersons shall work an additional five (5) days between July 1st and August 31st of each year, plus two (2) evenings per school year per building to which the chairperson is assigned (and exclusive of any District-wide presentations, Board of Education meetings and graduation). Per diem rate of pay for summer days worked in excess of five by chairpersons shall be at the rate of 1/200th of their base annual rate of pay (exclusive of differential). (Note: High School and Middle School guidance chairpersons currently work a minimum of fifteen (15) and ten (10) days, respectively, during the summer for which they are paid 1/200th of base salary, exclusive of chairperson=s stipend, per day. The additional five (5) days of summer work are over and above the aforesaid fifteen (15) or ten (10) days and are compensated as part of the chairperson=s stipend).

a) Administrators will be expected to work summer days as follows:

Senior High Principals	22 days
Senior High Assistant Principals	17 days
Middle School Principals	14 days
Middle School Assistant Principals	13 days
Elementary Principals	13 days
Directors	13 days
Assistant Directors	13 days

5. The work year for the Computer Director shall be two hundred thirteen (213) days plus 1/213th of their base annual salary for each day worked in excess of two hundred thirteen (213).

Notwithstanding any of the work years scheduled in the agreement, all unit members are responsible to perform all duties of their position without additional compensation and it is agreed that it is not the intention of the parties that work schedules shall be prolonged by the imposition of new and additional responsibilities.

6. Effective 9/1/70, chairpersons teaching up to and including four (4) periods are eligible for probation and tenure in accordance with Section 3012 of the Education Law.

7. Prior to loss of a chair stipend a non probationary annually appointed chairperson, who has served as such for at least three (3) years and who teaches at least three (3) periods, if not recommended to continue as a chair in the following year shall be entitled to an administrative conference with union representation before the Superintendent (or his designated Assistant Superintendent) whose decision with regard to being rehired as a chair shall be final and not subject to review in any forum. This provision is not intended to affect such individual's tenure or seniority rights as teachers.

ARTICLE VIII: DEVELOPMENT OF INSTRUCTIONAL PROGRAMS

A. The Superintendent of Schools shall, at his discretion, consult with appropriate administrators prior to the implementation of alterations in the instructional program of studies which forms the basis of the curriculum.

B. Professional Committees - Any professional committees established or sanctioned by the District shall include participation by members of this unit. It is understood and agreed that member's participation on these committees shall not entitle them to additional compensation, but if other members of the committee are compensated for participation, administrators shall receive compensation in a like manner.

ARTICLE IX: ADMINISTRATOR FILES

Official administrator files shall be maintained under the following conditions:

1. No material critical of an administrator shall be placed in the file unless the administrator has had an opportunity to read the material. The administrator shall acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed, and shall not necessarily indicate agreement with its content.
2. The administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his/her response shall be attached to the file copy.
3. Upon request of the administrator, the administrator or his/her representative shall be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping of the file. Privileged or confidential information relating to an administrator's past employment or schooling should not be subject to such examination.
4. No persons other than the administrator or his/her representative, the administrator's superiors, and the Board or its representatives shall examine an administrator's file.
5. An administrator's file shall not be removed from school premises except in compliance with legal process.

ARTICLE X: DISCIPLINARY PROCEEDINGS

1. An administrator summoned to appear before the Board of Education concerning disciplinary action shall be given at least five (5) days written notice, which shall briefly set forth the reasons for the summons. He/she shall be entitled to be accompanied by a representative of ALSA and/or an attorney.

2. A disciplinary appearance which is not conducted in accordance with the conditions of Paragraph 1 shall not be made part of the administrator's file or record, and neither the fact of such appearance nor any statements made thereat may be used in any subsequent proceeding involving the administrator.

3. Such hearing shall be conducted in private.

ARTICLE XI: ADMINISTRATIVE SEMINARS

The parties agree to meet in order to formulate annual administrative seminars.

ARTICLE XII: APPOINTMENTS

The Board shall continue to make all appointments on the basis of qualifications and ability as required by the Board without regard to membership or lack thereof in any organization or Bargaining Unit.

ARTICLE XIII: GRIEVANCE AND ARBITRATION

The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for the satisfactory adjustment of complaints.

A. Disputes, complaints, controversies, or grievances that have been a violation of the terms of this agreement shall be processed as follows:

STEP I:

An informal conference shall be held between the grievant and the person or persons complained against within three (3) working days of the assertion of the grievance. A decision of the grievance shall be communicated to the grievant within four (4) working days of the conference.

STEP II:

If the grievance is not resolved at STEP I, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with the relevant data within three (3) working days of receipt of the STEP I decision. The Superintendent or the Superintendent's designee shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. The Superintendent shall note his/her decision on the grievance form and return the form to the grievant within six (6) working days of the conference.

STEP III:

If the grievance is not resolved at STEP II, the aggrieved may within fifteen (15) working days of receipt of the STEP II decision, notify the Superintendent in writing of his/her intention to submit the grievance to arbitration. Both designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The parties shall urge the arbitrator to submit the decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, ALSA and the Superintendent. The decision or award of the arbitrator shall be final and binding. The cost of arbitration shall be shared 50% by the Board and 50% by ALSA or the grievant, as the case may be.

The arbitrator shall have jurisdiction and authority to decide whether the provisions of this agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from or alter in any way the provisions of this Agreement.

B. Conferences or hearings shall be held during non-working hours wherever possible.

C. A grievance shall be asserted at the applicable first step within thirty (30) days of the occurrence of the act complained of. Failure to assert a grievance at the first step within said thirty (30) days shall be deemed abandonment of the grievance. Failure at any step of the procedure to

appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.

D. A grievant may be represented by ALSA at any or all steps in the grievance procedure but nothing contained in this Article or in this Agreement shall be construed to prevent any individual employee from presenting or processing a grievance hereunder, nor shall an employee be denied his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

E. ALSA shall have the right to initiate or appeal a grievance subject to the rights of the grievant set forth in Paragraph D.

F. Nothing contained in this Article shall apply to any matter as to which (1) an exclusive method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of Law, or (2) the Board of Education is without authority to act.

G. Grievances which are not subject to arbitration hereunder shall be handled in accordance with District procedure and any applicable statutes.

ARTICLE XIV: EIT

Excellence in Teaching. Effective July 1, 1995 any EIT money attributable to the chairpeople will be retained by the District.

ARTICLE XV: NEGOTIATION PROCEDURE

Whenever possible, negotiations shall be conducted during non-working hours. If the parties agree to conduct negotiations during working hours, the Board agrees to release administrators representing ALSA from school duties and responsibilities, without loss of salary.

ARTICLE XVI: NO STRIKE PLEDGE

ALSA and the Board recognize that strikes and other forms of work stoppages by administration covered by this agreement are contrary to law and public policy. ALSA and the Board subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of the school program. ALSA therefore agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by administration covered by this agreement, nor shall ALSA encourage, instigate or condone the same.

ARTICLE XVII: BOARD AND DISTRICT POLICIES, PRACTICES AND REGULATIONS

1. All district policies, regulations, and practices not expressly supplanted by the terms of this agreement shall remain in effect subject to the Board's or Superintendent's power to change the same. If any policy, regulation, or practice is inconsistent with the express terms of this agreement, the terms of this agreement shall control to the extent inconsistent.

2. Should the Board or Superintendent consider changing, adding, or deleting administrative positions or policies, practices, or regulations which have a direct effect upon the terms and conditions of employment of administrators, then, except in an emergency, ALSA shall receive written notice thereof at least five (5) business days prior to the date the Superintendent submits a recommendation thereon to the Board, or, in the event no such recommendation is submitted, five (5) business days prior to the date the same is scheduled for formal action by the Board. Upon written request of ALSA, and absent an emergency, the Superintendent shall meet and

consult with ALSA before submitting a recommendation to the Board, or absent a recommendation, before the Board takes action thereon.

3. Any unit member who is excessed will be given finalist status for any unit vacancy or position for which they are legally certified.

ARTICLE XVIII: CONFORMITY TO LAW-SAVING CLAUSE

1. If any provision of this Agreement, or the enforcement or performance of any provision of this Agreement, is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with ALSA.

2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIX: LEGISLATIVE ACTION REQUIRED FOR IMPLEMENTATION (PURSUANT TO SECTION 204-a of TAYLOR LAW)

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XX: DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until June 30, 2013.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the _____ day of _____, 2008.

BOARD OF EDUCATION OF THE
LEVITTOWN UNION FREE SCHOOL DISTRICT

By: _____
President

ASSOCIATION OF LEVITTOWN
SCHOOL ADMINISTRATORS

By: _____
President

WITNESSED BY:

ALSA NEGOTIATING COMMITTEE