

**AGREEMENT BETWEEN**

**THE ARLINGTON CENTRAL SCHOOL DISTRICT**

**AND**

**THE ARLINGTON ADMINISTRATORS ASSOCIATION**

**JULY 1, 2005 – JUNE 30, 2009**

## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Arlington Central School District Board of Education (hereinafter referred to as the "Board") and its professional personnel represented by the Arlington Administrators Association (hereinafter referred to as the "Association"), and to enable the professional personnel to participate more fully in and contribute to the development of policies for the school district so that the cause of public education may best be served in the Arlington Central School District, this agreement is made effective on the first day of *July 2005* by and between the Board and the Association.

## **RECOGNITION**

A. The Board of Education of the Arlington Central School District has recognized the Arlington Administrators Association as the exclusive representative of the Administrators in said unit for the purpose of negotiations regarding salary and conditions of employment.

B. Such recognition shall extend for the period allowed by the Civil Service Law.

## **UNIT**

This agreement governs the wages, salaries, hours, terms and conditions of employment of all employees in the negotiating unit defined as: Principals, *House Principals*, Assistant Principals, Elementary Teacher Assistants to the Principal (ETAP), and any certified administrators assigned to a school building whose primary function is administrative.

## **PRINCIPAL'S RESPONSIBILITY**

The Board recognizes each Principal as the administrative officer and educational leader in his/her school. The principal shall be responsible for, but not limited to, the organization and administration of the building and its educational program. In addition, as a member of the district administrative team he/she shall act as an advisor to the Superintendent.

## **LEAVES**

### **A. Personal Business Leave**

Personal leave shall be granted upon application to and the approval of the Superintendent or the Superintendent's designee. Except for emergencies, applications for personal leave shall be made as far in advance as reasonably possible and ordinarily no later than five (5) business days prior to the commencement of the leave. Personal leave shall be used for purposes that cannot reasonably be accomplished during non-working days.

## **B. Sick Leave**

Members of the Association employed on a twelve-month basis shall be granted 18 days of sick leave effective July 1 of each year, with unlimited accumulation. Members of the Association employed on a ten-month basis will be allotted 15 days of sick leave effective July 1 of each year, with unlimited accumulation. Administrators whose employment is effective at a time other than July 1 will be allotted a prorated number of days of sick leave effective on the date of employment. An annual accounting of accumulated unused sick leave shall be provided to each member of the unit by July 15.

Effective July 1, 2002, Administrators with at least twenty-five (25) years of TRS service, and a minimum of fifteen (15) years service with the District, shall, in the year of their retirement, be able to liquidate accumulated sick leave. This shall be a function of the total number of accumulated sick days, less seventy-five (75) days, times the 1/240 per diem rate of the final salary, not to exceed \$50,000.

Members with twenty five (25) years of TRS service with a minimum of ten (10) years of service with the District shall be eligible for partial payment of accrued sick leave at the following rate:

Years Of District Service	Rate
10	50% of maximum
11	60% of maximum
12	70% of maximum
13	80% of maximum
14	90% of maximum

Administrators electing to retire shall provide a letter of intent to the Superintendent by March 1.

## **C. Sick Leave Bank**

Members of the Association (with the exception of the ETAP's, who participate in the teachers' sick bank) will participate in the Arlington Non-Unit Sick Leave Bank as described in the Non-Unit Sick Leave Bank Guidelines dated December 7, 1992. Effective July 1, 2005 all members of the Association who have completed one year of service as of October 1 and who have 16 days of accumulated sick leave shall be deemed members of the Non-Unit Sick Leave Bank after they have waived the right to one (1) sick leave day that will be contributed to the Sick Bank.

#### **D. Child Rearing Leave**

- Child-rearing leave shall apply equally for the birth of an infant or for the adoption of a child.
- Upon written application a child rearing leave without pay shall be granted for a period not to exceed 2 years. An administrator on such leave shall return to the position which he/she held before the child rearing leave. Such leave may be extended by the District upon request. Administrators requesting such leave shall give reasonable notice (90) days to the District prior to the commencement of such leave. This notice shall include tentative commencement and termination of leave dates.
- Upon return from leave, the administrator shall advance on the salary schedule if the administrator has received pay for at least two-thirds (2/3) of the year in which the leave was taken. (The school year is comprised of 240 days for twelve month administrators and 200 days for 10 month administrators).
- For non-tenured administrators, this leave as well as any other unpaid leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements of serving a probationary period.
- Upon return from such leave, prior accumulated sick/vacation days shall be restored.

#### **E. Extended Leave**

Leave beyond accumulated sick leave at full pay for *up to two (2)* years in duration may be granted for restoration of health at the discretion of the Board of Education

#### **F. Professional Leave**

Any member of the Association who serves as a delegate or an officer in one of the professional administrative associations shall be granted leave with pay as is necessary in order to discharge the obligations as delegate or officer.

### **PROFESSIONAL DEVELOPMENT**

It is the intent of the District and the Association to encourage members of the Association to develop a personal professional development plan for the purpose of enhancing one's knowledge and skills in educational leadership and pedagogy. The District and the Association also encourages members of the Association to assume leadership roles in local, regional and national professional organizations. The District will provide financial support to members of the Association in the implementation of their professional development plans.

- A. Members of the Association are encouraged to actively participate in their personal professional development. Attendance at local, regional and national conferences is encouraged, and the cost of attendance by members of the Association at conferences, seminars and workshops approved by the Superintendent shall be paid by the District.
- B. All twelve-month members of the Association may be allowed up to four weeks of attendance at approved summer schools in addition to normal vacation allowance.
- C. Administrators shall receive reimbursement for courses of graduate study previously approved by the Superintendent and successfully completed with at least a grade of "B." One course shall be reimbursable per semester per Association member if approved by the Superintendent. One additional course per unit member will be eligible for reimbursement during the summer upon approval by the Superintendent. The Superintendent may approve additional coursework at his/her discretion. In no event shall the total amount for all unit members exceed \$15,000 in any given year. The Association member who receives said reimbursement will render at least three (3) years of satisfactory service henceforth to the District following the completion of any course.
- D. The District will reimburse each member of the association for membership fees in professional organizations approved by the Superintendent, with the maximum reimbursement established at \$400 per member per school year, with no more than \$200 per member toward SAANYS.
- E. The District and the Association encourage members of the Association to enter a program of advanced study leading to the Ed. D or Ph. D degree. The District will reimburse tuition costs related to this degree based upon the criteria detailed below. Correspondence, distance learning or online programs leading to the Ed. D or Ph. D. will not be recognized for compensation or supported for District reimbursement. Reimbursed tuition costs will be based upon the following criteria:
- The cohort doctorate program sponsored at Western Connecticut State University will be supported by the District.
  - A unit member must file a letter of intent with the Superintendent to participate in a Doctoral program and receive approval for such.
  - Up to \$400 in tuition per doctoral program credit will be reimbursed. Such reimbursement will be made not more than 90 days following the submission of a receipt of tuition payment.
  - Other Doctoral programs approved by the Superintendent will be considered and will receive the same benefits as noted in the WCSU Doctoral program. The tuition reimbursement will be at the same rate as for the WCSU Doctoral Program.
  - Members of the Association must show evidence of admission to a program of advanced study leading to the Ed. D or Ph. D. Degree.
  - Members of the Association must maintain a grade of "B" in all courses taken.
  - Members of the Association must show adequate progress toward attaining the Ed. D. or Ph. D. degree by taking a minimum of three (3) courses each year.

- Effective July 1 following the receipt of the degree of Doctor of Education from a doctoral program approved by the Superintendent, the Association member will receive a salary adjustment of 7% of the member's scheduled salary or base salary for that year and every year thereafter.
- Any Association member who receives tuition reimbursement under this section will render at least 5 years of satisfactory service henceforth to the District beginning the July 1 following the attainment of the earned Doctorate degree. In the event that reimbursement is made under this section and the Association member does not earn the Doctorate, he/she will render at least 3 years of satisfactory service following the completion of the last course taken.
- If the Association member resigns from the District before either of the service requirements above is met, the District, at its discretion, may require the Association member to repay the District for all tuition reimbursements previously paid to the Association member. If such tuition expenses are not voluntarily paid by the Association member, the District can obtain such by withholding payments to the Association member from the final payroll and/or any separation payments made to the Association member.

#### TRAVEL AND OTHER EXPENSES

Reasonable expenses incurred in connection with school or job related activities or meetings shall be reimbursable when attendance at such activities or meetings has been approved by the Superintendent. Mileage expenses shall be paid at the rate permitted by IRS regulations, and shall be submitted at least semi-annually during the year for payment.

#### HEALTH INSURANCE

1. The District shall provide unit members with health insurance via the New York State Health Insurance Program (State Empire Plan). Unit members may opt to elect health insurance coverage via the current health maintenance organizations (HMO). The current HMO plans are: Mohawk Valley Plan (MVP) and Capital District Physicians' Health Plan (CDPHP). This health insurance benefit shall include retired administrators. Health insurance will become effective for unit members on the starting date of employment.
2. Effective July 1, 2005 all unit members shall contribute eight percent (8%) of the entire monthly premium for individual coverage or eight percent (8%) of the entire monthly premium cost for family coverage. The contributions will be implemented under a Section 125 Internal Revenue Code Flexible Benefit Plan.
3. . Effective July 1, 2002, all unit members whose spouses (present and future) are employed by the District, (or otherwise eligible for District health insurance) shall be eligible for two (2) individual health plans, or for one (1) family plan and a mandatory buyout.
4. The District shall continue to pay the full cost of health insurance for retired administrators.

5. Effective July 1, 2002, unit members who are eligible for health insurance benefits may opt out of the District's health insurance plan, per District guidelines. In return for opting out, the unit member shall receive a buy-out payment of \$2,500. The unit member must produce proof of health insurance coverage from another source. Re-entry shall be governed by the rules of the health insurance plan and the unit member will be responsible for a pro-rated repayment of the buyout to the District.

### **LIFE INSURANCE**

The District shall provide to all members of the Association a \$50,000 life insurance and a \$50,000 accidental death and dismemberment insurance policy fully funded by the District.

Individual members who desire to purchase more insurance at the group rate (beyond the total of \$50,000 specified above) may do so at their own expense.

Upon retirement from the District prior to age 65, the amount of insurance that the District will provide will automatically be reduced to \$5,000 of life insurance only. The district will pay 50% of the premium and the administrator will pay 50% of the premium at the rate for the group as determined by the carrier.

At age 65, the amount of insurance for the retiree will be \$5000 of life insurance only, and the District will pay 100% of the premium.

At the time of retirement, the District agrees to permit the Association member with twenty five (25) years of District service to convert up to ten (10) days of unused accumulated sick leave (at 1/240 of annual salary) to be used towards payment of the Association member's personal life insurance policy. The District shall continue said payment for five (5) years. It is understood by both parties that the Association member must have the necessary unused sick leave available, and the dollar amount given to the Association member shall not exceed \$3000 per year. Those retirees who retire after July 1, 1998 and who select this option waive the district life insurance provided for those who have attained age 65.

### **WELFARE TRUST**

Effective *July 1, 2005*, the District shall contribute to the Association Welfare Trust the amount of *\$1200* for each member; effective *July 1, 2006* the amount of *\$1300*; effective *July 1, 2007* the amount of *\$1400*, and effective *July 1, 2008* the amount of *\$1,500*. The District shall make quarterly payments to the fund on July 1, October 1, January 1 and April 1 of each year. The District shall contribute to the Association Welfare Trust an amount equal to 50% of regular contribution per year for each member who retires after July 1, 1998.

**HOLIDAYS**

Effective July 1, 2002, unit members shall receive sixteen (16) holidays per year in each year of the agreement pursuant to the annual school calendar.

**VACATIONS**

A. Administrators employed on a twelve-month basis shall have twenty-five (25) days of vacation useable as of July 1 of each contract year. Administrators employed on a ten-month basis shall have ten (10) days of vacation usable as of September 1 of each contract year.

B. Vacation days may be accumulated by all members of the Association to a maximum of sixty-five (65) days, plus the twenty-five (25) days of the current year, for a maximum of ninety (90) days that are usable in any one year.

At the time of separation from the District for retirement, unused accumulated vacation up to sixty-five (65) days, plus the current year’s unused vacation days, shall be converted to cash for Association members.

At the time of separation for reasons other than retirement from the District, unused accumulated vacation time up to sixty-five (65) days shall be converted to cash. The Association further agrees that vacation days for those administrators who do not work a full school year (July 1 - June 30) in the school year of their separation, or death, shall accrue, on a monthly basis, vacation days (for that year only) according to the following schedule:

July-----	4 vacation days
August through May-----	2 vacation days
June-----	1 vacation day

Ten month administrators shall accrue one vacation day for each month worked.

All vacation days shall be credited as of the first of each month in the year of separation.

C. Upon notice to the District by November 1 each year, unit members may liquidate up to three (3) vacation days, at the rate of 1/240th of contract salary.

D. An annual accounting of accumulated vacation days shall be given each member of the Association by July 15.

E. The benefits in this “vacations” section do not apply to Elementary Teacher Assistants to the Principal.

## **RECRUITMENT AND HIRING STAFF**

A. Building Principals and Assistant Principals shall participate in the recruitment process.

B. Building Principals and Assistant Principals, or the Principal's designee shall make recommendations to the Superintendent for the hiring of new staff members in the school.

## ***NOTICE OF AND APPLICATION FOR VACANCIES***

All vacancies for unit positions will be posted monthly in all school buildings for the then current and the following school year.

## **STAFFING**

Any major changes in the pattern of the District administrative organization shall be discussed in depth in the Administrative Council prior to decision.

## **EVALUATIONS**

Probationary administrators shall receive an annual written evaluation from their immediate supervisor. Before any evaluation is placed in an administrator's personnel file, a conference shall be held to discuss the evaluation.

## **PROBATIONARY ADMINISTRATORS**

Any probationary administrator who is dismissed shall be notified verbally regarding the reasons for termination. Such administrator shall be given an opportunity to present his/her case to the Board with the Superintendent present.

All other terms and conditions of employment are covered in the agreement between the District and the Arlington Administrators Association.

The above terms will be binding on the District whether new administrators are appointed from within or outside the District.

## **SCHOOL CALENDAR**

All Principals shall meet with the Superintendent to help in the development of the school calendar for each school year.

## **CURRICULUM DEVELOPMENT AND IMPLEMENTATION**

A. The Principal of each building, in addition to other duties, will provide instructional direction and leadership for all content areas in his/her building consistent with District policies.

B. The building Principals shall recommend to the Superintendent whether or not to implement new programs, courses or innovations.

## **PERSONNEL FOLDER**

The District shall maintain one personnel folder for each Association member.

Written complaints which are directed to the Superintendent or Board regarding any administrator shall be promptly called to the administrator's attention, and the administrator shall be afforded an opportunity to reply to the same. No derogatory complaint letter or report shall be placed in the administrator's file without the administrator's knowledge and without an opportunity to confront the complainants.

No material derogatory to an administrator's conduct, service, character, or personality will be placed in the personnel file unless the administrator has an opportunity to review the material. The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed 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 the answer shall be reviewed by the Superintendent and attached to the file copy.

Administrators, individually or accompanied by an Association representative, will have the right, upon request, to review and make copies of the contents of their personnel files. No administrator shall be shown confidential recommendations received from sources outside the school system or within the school system at the time of appointment, promotion or contemplated promotion.

## **MISCELLANEOUS**

A. All members of the association shall receive copies of the agenda and Board minutes. All items marked attached shall be included.

B. In the event that an Assistant Principal assumes the responsibility of the principalship for ten or more consecutive working days, the Assistant Principal shall receive the same compensation for those days as if he/she were appointed to that position, except for vacation or sickness of the Principal. In the event a Principal assumes the responsibilities of the superintendency for ten or more consecutive working days, he/she shall receive an additional 15% of his/her annual salary prorated for those days, except for vacation or sickness of the superintendent.

- In determining the salary of a newly appointed administrator, the Board of Education shall place the administrator on the appropriate 2005-2009 salary schedule included in this contract. This shall apply to a new administrator hired either from within or without the District. Thereafter the salary of each administrator shall be governed by the salary provisions contained in this agreement.

C. The establishing of dates for making up teaching time lost by reason of school closing shall be considered a matter of vital mutual concern and shall be the subject of consultation between building Principals, Superintendent and the Board prior to a final decision being made.

D. *Contract negotiations shall begin by May 15 of the last year of the Contract using a process mutually agreeable to both parties.*

E. Pursuant to the requirements of Section 207B of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against any government or division thereof, to assist or participate in any strike or impose an obligation to conduct, assist, or participate in such a strike.

F. It shall be the responsibility of the Central Office to inform all new personnel of all fringe benefits available to them under the terms of this Contract.

G. The Superintendent of Schools shall set an annual deadline of February 1 for filing of written application of District personnel wishing to be transferred to another school.

H. All members of the Association who serve on jury duty shall retain their regular salary less the fee received for jury duty,

I. The district shall provide legal counsel to defend any member of the aforesaid Association in any action or proceeding, whether judicial, quasi-judicial, or administrative, arising out of any disciplinary action taken against a student, teacher, or any subordinate, or any such proceeding resulting from any administrator's discharge and/or performance of any and all of his or her duties within the course and scope of his or her employment; provided, however, that the Board shall not be required to comply with the requirement hereof unless such administrator shall within ten (10) days of the time he/she is served with any summons, complaint, process, notice, citation, demand or pleading, deliver the original or copy of same to the District.

J. Each year representatives of the Association shall meet with Board committees to discuss areas of mutual concern.

K. This contract shall supersede any rules, regulations or practices of the District that are contrary to or inconsistent with its terms.

L. Annual salary notices, including all specifics, such as step placement, shall be issued within three weeks of an agreement and by July 1<sup>st</sup> of each subsequent year.

M. In case of death, all monies and benefits accrued by an administrator shall be paid to such administrator's estate.

N. Members, over age fifty (50), with at least fifteen (15) years of service in the District may convert accrued sick leave up to \$10,000 yearly on November 1 of the calendar year for a tax-deferred plan. If so elected, the payment shall be deducted from the member's eligible sick leave liquidation maximum of \$50,000 upon retirement.

### **SALARY**

The annual salary of the unit members for 2005-2009 shall be in conformance with the attached salary schedules for high school principal, middle school principal, elementary principal, high school house principal and assistant principal. (Document A). The placement of unit members on the 2005-06 salary schedule is detailed in a separate document entitled "2005-06 administrator step placement."

The basic salary of the Elementary Teacher Assistant to the Principal shall be determined by the teacher contract. In addition, the Elementary Teacher Assistant to the Principal shall receive a stipend of \$5871 in the 2005/06 school year, \$6047 in the 2006/07 school year, \$6229 in the 2007/08 school year, and \$6415 in the 2008-09 school year. An additional stipend of \$500 will be provided for SED administrative certification.

### **HOUSE PRINCIPAL INCENTIVE AT ARLINGTON HIGH SCHOOL**

The position of "House Principal" at Arlington High School has been established as a component of the school district's "small school initiative." The intention of this broad initiative is to provide a more personalized educational experience for each of the more than 3000 Arlington High School students.

The "House Principal" (HP) is the administrative leader of one (1) class year of students and is the primary administrative contact for these students. House principals are responsible for class needs, orientations, activities, discipline, intervention services, class projects and other student centered interests. There are four (4) HP positions, each reporting directly to the High School Principal, and each attached to a specific class year, e.g. class of 2005, 2006, 2007 etc.).

The School District puts a high priority on the position of HP and encourages HP's to remain with their class through each of the four years of the class's high school experience. In this regard, a monetary incentive is offered to each HP who dedicates four (4) years committed to the passage of the class from freshman orientation to senior graduation.

Uninterrupted service and the recommendation of the principal are required to become eligible for the following monetary incentive, which is not a component of salary that will increase the base salary. The House Principal incentive payments throughout the term of this contract will be as follows.

<u>Four Continuous Years of Service</u>	<u>Class</u>	<u>Incentive</u>
2002-03, 03-04, 04-05, 05-06	2006	\$10,000
2003-04, 04-05, 05-06, 06-07	2007	\$10,000
2004-05, 05-06, 06-07, 07-08	2008	\$10,000
2005-06, 06-07, 07-08, 08-09	2009	\$10,000

Special consideration will be given to those House Principals who served their class over two (2) or more years and who commenced with the class during their sophomore or junior year and stayed with the class as House Principal through graduation. Incentive payment for such partial duration commitment shall be as follows.

1 year	\$0
2 years	\$3000
3 years	\$4000

Payment of the incentive will be made in one payment on July 1 or in two payments (July 1 and February 1) during the school year at the discretion of the administrator.

### **LONGEVITY INCENTIVE**

After 10 years of service as an administrator in the Arlington School District and every five years thereafter, a member of the unit shall receive a one time payment of \$1000 that shall not become part of the unit member's base salary. Such longevity shall be paid in one payment on July 1 following the longevity year of service. Similar non-cumulative single payments of \$1000 each will be made at the completion of 15, 20, 25, 30 and 35 years of administrative service

### **ASSISTANT PRINCIPAL RECOGNITION**

Upon the completion of ten years of continuous service in the role of assistant principal and with the recommendation of the Superintendent of Schools the Board of Education may grant the title of Associate Principal. The Associate Principal will receive no additional compensation nor will the tenure area of the individual occupying the role of Associate Principal be changed.

### **GRIEVANCE PROCEDURE**

1) A grievance is a claim by any person or group of persons in this Association based upon any event or condition affecting the terms and conditions of their employment as contained in this contract.

2) All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provisions of this agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance

occurred, the identity of the party responsible for the causing of the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved Party.

3) No grievance shall be entertained unless signed by the individual or individuals aggrieved.

4) Except for informal decisions, all grievances shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the grievant and the Association.

5) If a grievance affects a group of persons and appears to be associated with system wide policies, it may be submitted by the Association directly to the Chief Executive Officer.

6) No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7) No grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known the act or condition upon which the grievance is based.

- If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- Failure at any stage of the grievance procedure of the responsible school officer to communicate a decision to the aggrieved party, his representative and the Association, shall not bar the immediate processing of the grievance to the next step within the applicable time limits.

8) In all cases the Superintendent is the immediate supervisor in the grievance procedure for Building Principals.

### **STEPS OF THE GRIEVANCE PROCEDURE**

1) The aggrieved party shall discuss his grievance with his immediate supervisor in an attempt to adjust any matter in dispute prior to the filing of the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the grievant's immediate supervisor within five (5) school days after the date upon which the grievance arose.

Within five (5) school days after a written grievance is presented to the immediate supervisor, he shall render a written decision thereon and shall present it to the aggrieved and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral

hearing with his immediate supervisor in the presence of an Association representative within this five-day period. Failure of the grievant to avail himself of this opportunity shall not act to delay the rendering of a decision.

In the event that the immediate supervisor of the grievant is not the Superintendent of Schools, then the decision of the immediate supervisor shall be reviewed by the Superintendent of Schools within ten (10) days after it has been released to the grievant and the Association. The Superintendent shall, no later than the end of this period, have an opportunity to alter, modify, reverse or adopt the decision of any immediate supervisor.

2) If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, he may within ten (10) school days after receipt of this written decision file an appeal with the Clerk of the Board. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal.

Within ten (10) days after receipt of an appeal, the Board or a subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall not be open to any person not a party to the grievance.

Any grievant may have association representation at this stage if he so desires.

Within ten (10) school days after the conclusion of the hearing, the Board or its subcommittee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools and the Association.

If the grievant is not satisfied with the Board's decision, the grievant or the Association may submit the grievance to binding arbitration by written notice to the Board within fifteen (15) school days pursuant to American Arbitration Association rules.

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not delay the disposition of the grievance.

### **PAYROLL DEDUCTION**

The Board shall deduct from the salaries of the employees dues for the Arlington Administrators Association, School Administrators Association of New York State, National Association of Elementary School Principals, National Association of Secondary School Principals, United Fund or Tax Sheltered Annuities or any of the above associations as said administrators individually and voluntarily authorize the Board to deduct, and to transmit the monies monthly beginning in October to such association or associations.

**DURATION**

This agreement shall remain in full force from July 1, 2005 to June 30, 2009.

Dated: \_\_\_\_\_, 2004

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Frank V. Pepe, Jr., Superintendent Arlington Central School District

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Kelly Lappan, President Arlington Board of Education

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Michael Malet, President Arlington Admin. Association

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Stephen Kerins, Chief Negotiator Arlington Administrators Association

## **ADDENDUM TO CONTRACT SEPTEMBER 30, 2004**

### **1. Communication/Participation**

The parties agree that a committee of Association members, the Superintendent of Schools, and/or his designee(s) will be assembled within 60 days of ratification of the current contract for the purpose of researching and discussing and proposing means by which the Principals of the School District shall benefit from:

- A. Increased communication to and from the Superintendent and Assistant Superintendents, and
- B. Expanded participation in the development and implementation of administrative policies and procedures

### **2. Evaluation of Administrators**

The parties agree that a committee of Association members, the Superintendent of Schools, and/or his designee(s) will be assembled for the purpose of developing a performance evaluation system for Principals, Assistant Principals and House Principals that is highly beneficial, effective, and meaningful. The committee shall commence work no later than July 1, 2005 and will conclude their work no later than June 30, 2006.

### **3. Transition from Elementary Teacher Assistants to the Principal**

The parties agree that a committee of Association members, the Superintendent of Schools, and/or his designees will be assembled no later than January 1, 2006 for the purpose of discussing the School District's anticipated transition toward the potential elimination over time, of the positions entitled "Elementary Teacher Assistants to the Principal" and the anticipated creation of certified "Assistant Principal" positions at various elementary schools.



