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Contract Database Metadata Elements

Title: **Allegheny-Limestone Central School District and Allegheny-Limestone Central School Administrators Association (2006)**

Employer Name: **Allegheny-Limestone Central School District**

Union: **Allegheny-Limestone Central School Administrators Association**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **9480**

Unit Size: **3**

Number of Pages: **15**

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AD/9480

**ALLEGANY-LIMESTONE
CENTRAL SCHOOL DISTRICT**

AND

**ALLEGANY-LIMESTONE
CENTRAL SCHOOL
ADMINISTRATORS ASSOCIATION**

RECEIVED

NOV 29 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JULY 1, 2006 – JUNE 30, 2009

3

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ARTICLE 1: PREAMBLE

This agreement is made and entered into by and between Allegany-Limestone Central Schools (the “District”) and the Allegany-Limestone Central School Administrators’ Association (the “Association”).

The District and the Association recognize and declare:

1. That the primary function of the District and its professional staff is to ensure a quality education for the children of the Allegany-Limestone School District.
2. That a high quality education is realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the District and the Association.
3. The Association recognizes that the District, under the laws and regulations pertaining to education in New York State, has the ultimate responsibility for making decisions affecting education in local schools.
4. Subject to the by-laws of the Board of Education, the Principals of the District shall have the powers and duties prescribed and described by the New York State Education Law, the Rules and Regulations of the Commissioner of Education and delegated by the Board of Education of the District.

ARTICLE 2: RECOGNITION, TERMS AND CONDITIONS

1. Recognition

- a) The Board of Education of the Allegany-Limestone Central School District recognizes the Allegany-Limestone Administrators Association (ALAA) as the exclusive and unchallenged representative of the Elementary Principal, the Middle School Principal, and the High School Principal, and any other new person placed in these positions. All other titles are specifically excluded.
- b) No Strike: The Association affirms that it does not assert the right to strike, slowdown or work stoppage against any government, and that it, its officers, agents and members, will not assist or participate in any such strike, slow down or work stoppage, or to impose any obligation to conduct, assist or participate in any strike, slow down or work stoppage.
- c) The District recognizes the ALAA as the exclusive representative and bargaining unit for its included members.
- d) Whenever the term Administrator appears within the body of this Agreement, it shall include those job titles identified in 1.a) of this Agreement.

2. Terms and Conditions

- a) The District hereby employs the Administrator and the Administrators hereby accepts employment upon the terms and conditions herein set forth.

ARTICLE 3: MANAGEMENT RIGHTS

Other than as provided in the New York Education Law or this Agreement, the District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement together with whatever rights may be granted to the District by later developments of law. The sole and exclusive rights of the District include but are not limited to its rights to establish, continue, change or abolish any or all of the District's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to establish and discontinue programs or operations; to determine to what extent the required work shall be performed by employees in the negotiating unit; to determine the number, classifications and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the District's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to layoff, terminate and otherwise relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees; and to take such other measures as may be determined by the District to be desirable for the successful operation of its schools and programs.

ARTICLE 4: DUES DEDUCTIONS

The District will make one deduction each pay period for Association dues from the wages of those unit members who have filed forms with the Business Office. These deductions will be continuous until such time as the unit member cancels it in writing. From the wages of each unit member who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee. No later than July 1st of each fiscal year, the Association shall certify, in writing, to the District the amount of any change in dues or agency fee for that fiscal year and the list of names of persons and positions from which agency fee is to be deducted, except for new unit members hired after July 1st. The Association will create a fully legal refund procedure for agency fee payers and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner. The Association agrees to hold the District harmless in reference to such agency fee deductions. This provision for agency fee shall be effective with the paychecks issued the first pay period possible after execution of this Agreement by all parties.

ARTICLE 5: NEGOTIATION PROCEDURES

1. It is agreed that terms and conditions of employment provided in this agreement shall remain in effect until altered in writing by mutual agreement of the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise for vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
2. A list of the officers of the Association is to be submitted to the Superintendent by July 1.
3. Unless otherwise agreed upon, No later than April 1 of the year that this Agreement expires, negotiations shall begin for a successor Agreement at a mutually agreeable time between representatives of the Association and the District.

ARTICLE 6: PROFESSIONALISM

1. Professional Development

Unit members are expected to engage in continued professional development. The District shall support such professional development as it relates to the District's goals and priorities.

2. Professional Leave

With the Superintendent's prior approval, a unit member may be granted leave without loss of pay to attend professional meetings, conferences, and workshops as a general participant or presenter. The District will provide full reimbursement for prior approved costs associated with such attendance.

3. Professional Dues

With the Superintendent's prior approval, an Administrator shall be entitled to reimbursement for annual membership dues paid to NAESP, NASSP, ASCD, County Principals' Associations, or any other professional association prior approved by the Superintendent.

4. Work Schedule

Work Hours - The Administrator shall devote the necessary work hours in discharging the duties of his/her position.

ARTICLE 7: PERSONNEL FILE

No material shall be placed in any unit member's personnel file unless the unit member receives a copy of same. Upon request and with reasonable notice, the official file shall be made available for inspection by the unit member.

No material of a derogatory nature will be placed in the unit member's personnel file without prior knowledge of the unit member. Two copies of any such material shall be given to the unit member. The unit member shall sign both copies, keep one copy and return the other copy to be placed in the personnel file. Signing of this material only indicates that the unit member has seen the material, but does not necessarily mean agreement with the content. No comments will be added after the unit member has affixed his/her signature. If the employee wishes, he/she may submit a written response to any material placed in his/her file within ten (10) school days of receiving the material. Such written response shall be attached to the pertinent document and become part of the employee's official file. The refusal of a unit member to sign does not prevent entering material in the folder and such refusal shall be noted on the document.

ARTICLE 8: HEALTH INSURANCE

1. Coverage

The District will provide Point of Service ("POS Plan") health insurance coverage to unit members. Unit members can elect to participate in the District POS Plan during the open enrollment period as determined by the District.

Unit members will be provided with a POS Plan with vision coverage. Coverage will become effective upon receipt of a completed enrollment form.

For unit members appointed to Building Principal prior to July 1, 2006, the POS Plan with vision will be provided at no cost. Effective July 1, 2006, newly hired unit members shall contribute ten percent (10%) of the POS premium.

2. Terminate Plan

The District reserves the right to terminate participation in any health care plan. However, the District then will provide a health care plan that is substantially equivalent to the plan in existence at the time of termination for current unit members.

3. Retirees

Retirees, widows or widowers of unit members or retirees currently enrolled in the POS Plan may continue as enrollees in said plan at their expense. In no event shall this provision imply that the District shall be responsible for any of the premium costs for retiree coverage unless otherwise provided herein.

4. Sole Coverage

Unit members are not eligible to double their health care coverage through a spouse or other means. Each unit member receiving health care coverage may be required to annually sign an affidavit that the health care coverage provided through the District is his or her sole coverage.

5. Buyout

Unit members who would be eligible for the family POS Plan and who do not take the District's health insurance policy and who can show insurance coverage through a spouse or family member, who is not a unit member of the District, will receive a one thousand, five hundred dollar (\$1,500) stipend or a non-taxable Flex Plan contribution from the District.

ARTICLE 9: PAID LEAVE

1. Sick Leave

Sick leave benefits will be provided at the rate of thirteen (13) days earned sick leave per year, and may be used for the illness of the unit member. Six (6) days may be used for illness of an immediate family member (husband, wife, children, and parents). Administrators may accumulate up to thirteen (13) sick days for family. Personal Illness sick days may accumulate to an unlimited amount.

2. Personal Leave

Personal leave is defined as absence from regular employment to take care of business that normally cannot be transacted outside of the regular working day. Personal leave shall be allowed for a period of four (4) days per year. Unit members shall provide one (1) day notice or more to the Superintendent to request a personal day. Absent emergencies, personal days may not be taken immediately prior to or following a holiday or recess without prior written approval of the Superintendent. Unused personal leave shall accumulate as sick leave.

3. Bereavement Leave

Bereavement leave shall be allowed for a period of four (4) consecutive workdays and may be used for a death of an immediate family member (husband, wife, children, parents, brothers, sisters, grandparents, grandchildren, parents of spouse, brothers of spouse, sisters of spouse), and other relatives and friends if they reside in the employee's household.

4. Jury Duty

The Administrator shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When the Administrator receives a notice of call to jury duty, he/she shall notify the Superintendent as soon as possible.

5. Judicial and Administrative Proceedings

- a) The Administrator shall be allowed leave without loss of pay for time required to appear in court involuntarily where such appearance is in response to a Judicial subpoena in a matter directly related to his/her employment. An official copy of the subpoena must be presented to the Superintendent in advance of the absence and as soon as practicable after service on the Administrator. This does not apply if a unit member initiates court action.
- b) Included as part of the leave time allowed under this sub-paragraph shall be the time required to travel to and from the place where the Administrator's appearance is made. Leave allowed under this sub-paragraph shall not be charged against other leave provided by this Agreement. Any compensatory pay for such time, including jury duty, received through due process of the case shall be turned over to the District.

ARTICLE 10: UNPAID LEAVE

1. Child-rearing Leave:

The Board will grant a one (1) year unpaid (without any form of compensation, either salary or fringe benefits) child-rearing leave to an Administrator who shall so request. This leave shall be granted only to an Administrator who gives birth to a child or is the father of a child, which child is born immediately prior to the commencement of the leave, or, to care for a child one (1) year of age or less commencing with the first day of custody of a child leading to adoption. During this period of unpaid leave of absence, the Administrator is precluded from being employed and receiving any form of compensation "during regular school hours" from any source for his/her services in any form to the extent that said compensation is greater than one-half (1/2) of the Administrator's base salary prior to the commencement of said leave. At its discretion, the Board may grant permission for a requested extension. The Administrator may return early from a child-rearing leave only with the Board's permission. Not later than sixty (60) consecutive days prior to the date the Administrator desires to begin a leave, the Administrator shall give written notice to the Superintendent stating:

- a) The time the Administrator desires to begin the child-rearing leave; and
- b) The date the Administrator intends to return from the child-rearing leave.

In the case of adoption, if the Administrator is not notified of placement of the adoptive child within a sixty (60) day period, then the Administrator shall notify the District as soon as the Administrator is aware of the placement.

While on child-rearing leave the Administrator may continue employee fringe benefits, but such continuance shall be at the expense of the Administrator.

Upon return to active employment, the Administrator shall return to the last tenured area with full service credit earned prior to his/her child-rearing leave as well as all prior benefits obtained, such as accumulated sick leave.

ARTICLE 11: VACATION DAYS

Each unit member shall receive twenty-five (25) vacation days in addition to the legal holidays provided herein. All vacation days must have the prior approval of the Superintendent. Up to five (5) vacation days may be carried over to the following year, but must be used by August 1. All other unused vacation days as of July 1 shall be forfeited.

ARTICLE 12: HOLIDAYS

All Administrators shall be entitled to the following holidays with pay equal to their normal daily rate providing the unit member reports for work as scheduled, the workdays immediately preceding and following each holiday, unless a unit member is on an approved personal leave, vacation day, or on a sick leave not for the purpose of extending the holiday.

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

In addition to the holidays listed above, Administrators shall be "on call" on workdays during the Christmas break from December 26th to December 30th when school is not in session. "On call" shall mean that an Administrator has been directed to be available for duty upon receipt of a message to report to work. If an Administrator is scheduled to be "on call" and is not available to report to duty the day he/she is called, the Administrator shall be charged one vacation day. Where no vacation days are available, the Administrator shall be charged a personal day or sick day.

In the event the above listed holidays differ from the school calendar, unit members shall receive those holidays included in the school calendar in lieu of those listed above.

ARTICLE 13: 403-b AND FLEX PLAN 125

1. 403-b

At the unit member's request, a portion of the unit member's salary may be placed in a 403-b plan account in accordance with Federal and State Laws and Regulations. This will be done upon submittal of the proper paperwork to the District Business Office. The amount to be placed in this account will be determined by the unit member. The District may, at its discretion establish procedures and restrictions on available 403-b administrators.

2. Flex Plan 125

The District will provide a flexible spending or cafeteria plan. The District shall have the right, at any time, to discharge the current administrator of said plan and engage and appoint

another administrator. The District will make an annual Flex Plan contribution of three hundred dollars (\$300) to each Administrator electing to participate.

ARTICLE 14: GRIEVANCE PROCEDURES

For the purpose of this Agreement, a grievance is defined as a tenable claim that an express term of this Agreement has been violated. No grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented within fifteen (15) working days after the employee knew or should have known of the act or condition on which the grievance is based.

STEP 1: Presentation to the Superintendent

1. The aggrieved party shall first discuss the grievance with the Superintendent with the objective of resolving the matter informally.
2. If the grievance is not resolved informally, the unit member shall submit a written grievance to the Superintendent for consideration.

The written grievance shall contain the following information:

- a) The specific article, sentence, or clause of this Agreement alleged to have been violated.
 - b) Specific remedy requested in reference to said violation.
 - c) Sufficient facts to substantiate the alleged violation including the precise time, place and identity of the party alleged responsible or involved with such violation. Any factual allegation or provision of the Agreement that is not stated in the grievance document shall not be raised or presented to the District at later stages of the grievance procedure.
3. The Superintendent shall render his/her decision on the written grievance within fifteen (15) working days of receipt.

STEP 2: Submission of Written Grievance to Board

In the event that the Association is not satisfied with the decision of the Superintendent, the Association may then file the written grievance and decision of the Superintendent with the clerk of the Board within five (5) working days of receipt of the Superintendent's determination. The Board, or a committee of the Board, will schedule a meeting with the aggrieved party and the Association within twenty-five (25) working days of receipt of the request for Board review. The Board shall answer the written grievance filed with it within ten (10) working days following the meeting. The President of the Board of Education, may at his/her discretion, appoint three (3) or more Board of Education members to act for the Board of Education pursuant to the provisions of this paragraph.

STEP 3: Appeal To Arbitration

A matter which is, or could be, the subject of a contract grievance, shall not be litigated by the Association or any unit member in any other forum; and non-contract grievances and other matters as to which other means of resolution are provided or foreclosed by this Agreement or by law, shall not be appealed to arbitration.

The Association may appeal any contract grievance to final, binding arbitration in accordance with the following procedures:

1. A demand for arbitration must be served and filed upon the Board pursuant to the Civil Practice Law and Rules of the State of New York within fifteen (15) working days of receipt of the Board of Education decision.
2. A decision or settlement of a grievance at any stage of the grievance procedure, including the arbitration stage, shall not constitute a precedent, unless a specific agreement to that effect is made by the Superintendent and the Association.
3. The arbitrator's decision and award shall be issued within thirty (30) calendar days after the hearing is closed by the arbitrator.
4. The arbitrator shall be chosen, and the arbitration shall proceed, in accordance with the rules of the American Arbitration Association unless specifically modified herein.
5. This Agreement constitutes the entire agreement of the parties. The arbitrator shall limit his/her decision(s) strictly to the interpretation or application of the expressed provision(s) of the Agreement submitted to him/her, and he/she shall be without power or authority to make any decision or award that adds to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
6. The cost of the arbitrator, including per diem expenses, shall be born equally by the Association and the District.

ARTICLE 15: MILEAGE ALLOWANCE

When a school vehicle is not available, all unit members covered by this Agreement shall be paid at the Board of Education approved rate per mile on all authorized school business that has been prior approved by the Superintendent.

ARTICLE 16: TUITION REIMBURSEMENT

Upon the Superintendent's recommendation and Board approval, Administrators may be authorized by the Superintendent to obtain reimbursement for tuition provided the courses have been prior approved and have been successfully completed (B or better), are related to their specific area of management or administration and/or the mission of the District.

ARTICLE 17: COMPENSATION

1. Degree

Any Administrator who holds or shall earn the Degree of Doctorate shall receive an annual stipend of one thousand dollars (\$1,000).

2. Salary Increase

2006-2007	\$3,200
2007-2008	\$3,330
2008-2009	\$3,470

3. Longevity Benefit

Administrators hired on or after July 1, 2006 will receive the following longevity salary stipends based on completed years of service as an Administrator in the District.

Administrators hired prior to July 1, 2006 will receive the following salary stipends based on completed years of service as a full time employee of the District.

<u>Longevity</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
3 to 4 years	\$100	\$100	\$100
5 to 9 years	\$300	\$300	\$300
10 to 14 years	\$500	\$500	\$500
15 to 19 years	\$700	\$700	\$700
20 to 24 years	\$700	\$1,000	\$1,300
25 + years	\$700	\$1,000	\$1,500

ARTICLE 18: RETIREMENT

Administrators hired prior to July 1, 2006 shall be eligible for the "Retirement Benefit" (Section #1 below) and the "Retirement Award Plan" (Section #2 below). Administrators hired on or after July 1, 2006 shall be eligible for the "Retirement Award Plan" (Section #2 below) only.

1. Retirement Benefit

An Administrator who retires from the District, is eligible to collect NYSTRS benefits immediately, and has had fifteen (15) years service in the District will be eligible for up to five thousand dollars (\$5,000) per year toward a District paid health insurance plan (provided by the District) until Medicare eligible. Additional coverage shall be purchased at the retiree's expense.

The following additional eligibility provisions apply:

- a) Although the five thousand dollars (\$5,000) may be applied toward a family plan where appropriate, the coverage must be used by the bargaining unit member, him or

herself, and is not transferable either before or after death of the bargaining unit member. (Dependents may continue coverage through the District at individual expense.)

- b) Any offered additional state or local retirement incentives must be waived by the Administrator.
- c) An Administrator, to become eligible, must submit a letter of resignation and notify the District in writing that he/she elects this benefit 12 months before the retirement date.

2. Retirement Award Plan

Administrators retiring from the district will receive the benefit under conditions specified below:

- a) An Administrator becomes eligible upon retirement under the New York State Retirement System requirements.
- b) An Administrator, to become eligible, must submit a letter of resignation and notify the District in writing that he/she will elects this benefit 12 months before the retirement date.
- c) Pay will be based on accumulated sick days according to the following schedule:

<u>Accumulated Sick Days</u>	<u>Amount</u>	<u>Maximum</u>
0 - 50 days	\$0	\$0
51 - 200 days	\$50/day	\$10,000

ARTICLE 19: GENERAL PROVISIONS

- 1. Upon reasonable notice, the Association shall have the privilege of using District school facilities and equipment for conducting Association meetings and business which request for such use, and use shall follow the normal District policies and procedures in effect.
- 2. A Board of Education Meeting Agenda Sheet shall be made available to each Association member at least two (2) working days prior to the meeting, or as soon as practicable before such meeting.
- 3. Upon the District's request, Administrators shall serve as advisors to the Board's negotiating team in its negotiations with other employee units. An Administrator's participation in negotiations will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Board

ARTICLE 20: SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law, then such provision or application shall be deemed invalid and null, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 21: DURATION

This Agreement between the District and the Association becomes effective July 1, 2006 and shall be in effect until June 30, 2009.

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 ITS APPROVAL.

ALLEGANY-LIMESTONE ADMINISTRATORS ASSOCIATION

by: _____ **Date:** _____

ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT

by: _____ **Date:** _____