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#### Contract Database Metadata Elements

Title: **Beekmantown Central School District and Beekmantown Administrators' Association (2006)**

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Union: **Beekmantown Administrators' Association**

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AD | 45 86

**Professional Agreement**

between

**COPY**

**Beekmantown Administrators' Association**

and

**The Board of Education**

**Beekmantown Central School District**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

APR 23 2010

**ADMINISTRATION**

**For the Period**

**July 1, 2006 – June 30, 2010**

# OF EMPLOYEES COVERED

10

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## PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Association members' Fair Employment Act), as amended in 1972, to encourage and increase effective and harmonious working relationships between the Beekmantown Central School Board of Education (herein referred to as the "Board") and the Beekmantown Administrators Association (hereinafter referred to as the "Association"), to enable the Association more fully to participate in and contribute through recognized channels to the development of policies for better education of students in the Beekmantown Central School District. This agreement is made and entered into on the \_\_\_ day of \_\_\_\_\_ 2007 by and between the Board of Education and Association.

## RECOGNITION

(A) The Board, having duly recognized the Association, an affiliate of the School Administrators' Association of New York State, as the exclusive representative of all administrators, agrees to negotiate in good faith to reach agreement over the establishment or modifications of policies dealing with terms and conditions of employment and matters related thereto. The professional positions incorporated in such recognition, include, but are not limited to, the following:

Building Principal  
Director of Athletics, Physical Education, and Health  
Director of Special Services  
Assistant Principal  
Educational Technology Coordinator

(B) If, during the term of this Agreement, the Board creates a new administrative or supervisory position, the terms and conditions of employment of a person to fill such position shall be governed by this Agreement. Excluded from the recognition above are the Superintendent, any Assistant Superintendents, and the Business Administrator.

## ARTICLE I

### Term of Contract

This agreement shall be a four year agreement encompassing the years 2006-2007, 2007-2008, 2008-2009, and 2009-2010. It will remain in effect until a new contract is negotiated, approved, and becomes effective. Any pay increases will be retroactive from July 1, 2006. Any other changes to the contract will become effective July 1, 2006.

## ARTICLE II

### Contract Length, Work Year, Vacation Days

<u>Title</u>	<u>Contract Length</u>	<u>Work Year</u>
Principal	12 months	July 1 through June 30
Director of Special Services	12 months	July 1 through June 30
Educational Technology Coordinator	12 months	July 1 through June 30
Director of Athletics, Physical Education, & Health	11 months	July 1 through June 30
Assistant Principal	10 months	Sept 1 through June 30

Note:

- All administrators will follow the teacher calendar with the following exceptions: all days from September 1 until the opening of school except holidays and weekends and all days after graduation until June 30 except holidays and weekends.

- Eleven-month Association member's work an additional 20 days during July and August. The 20 days will be at the discretion of the Superintendent of Schools or designee after consultation with the Association member.
- Twelve-month Association member's are required to work the months of July and August, yet they are entitled to ten (10) days vacation during these months. These vacation days must be approved by the Superintendent of Schools.

### **ARTICLE III**

#### **Contribution To Association Members Retirement System**

- A. All full-time members of the association are required to join and contribute to the New York State Association members Retirement System.
- B. An Association member shall be considered retired when retired under the provisions of the New York State Association members Retirement System.

### **ARTICLE IV**

#### **Personnel Record**

- A. Any Association member shall be allowed to read and review in the presence of the Superintendent of Schools or designee, any statements or comments, which are made a part of the employment record of that member.
- B. Upon receipt of a written request an Association member shall be provided, within a reasonable length of time, with a reproduction of any material made a part of his/her personnel file.
- C. No material in an Association member's file shall be forwarded to any agency, organization, perspective employer, or other party without knowledge of the Association member.

### **ARTICLE V**

#### **Sick Leave**

- A. The maximum number of sick days which can be accrued by any Association member is as follows:
 

10 Month:	14 days per year cumulative to 190
11 Month:	16 days per year cumulative to 200
12 Month:	18 days per year cumulative to 220
- B. The unit of computation for sick leave shall not be less than one-half (1/2) day. Credits cannot be earned for a period in which an Association member is on a leave of absence without pay.
- C. As of July 1, 2006, new hires will receive sick leave credits prorated based upon the number of months of employment remaining within the work year.
- D. If an Association member is out sick, they must contact their immediate supervisor before the start of their scheduled work day.
- E. For absences over four (4) consecutive work days, a physician's certificate may be required to qualify for sick leave. Medical documentation is to be submitted to the payroll/benefits office. With an extended absence, the Association member is required to present monthly documentation.
- F. Days allowed for absences, in the line of duty covered by Workers' Compensation, subject to certification by a duly qualified physician as to the duration of the disability, shall not be deducted from sick time allowance. The Board of Education may require an examination of the Association member by an independent physician.

- G. In the event that a newly hired Association member has accrued sick leave in another bargaining unit within the district, the Association member shall be able to transfer all accrued sick leave to the new position.
- H. Sick Leave Bank – Subject to the stipulation and limitation that this section can only be invoked in the event that an administrator has exhausted his/her accrued sick leave and is still unable to return to work due to an illness or disability, as certified by a physician; on a case-by-case basis, members of the administrative unit may donate sick day(s) to the affected administrator. One member of the administrators' unit shall solicit the donation(s) from the administrators and shall notify the Superintendent of the name and number of day(s) that have been donated. Such reporting will be signed by the donator and the number of day(s) shall be deducted from the donator's accrued sick leave and will be accrued to the affected administrator. It is expressly understood that any determinations to invoke this section are the sole prerogative of the administrative unit and not the District.

## ARTICLE VI

### Personal Days, Family Leave, and Other Leaves

- A. **Personal Days:** Four (4) days absence per year will be allowed with pay for personal reasons. Said absences shall be without reason or explanation, however these absences shall involve professional judgment and discretion. These days shall be non-cumulative. Said absences shall be subject to prior approval ( one week) from the Superintendent of Schools. Personal days cannot be taken before or after a holiday. Any unused days will be added to the employee's sick leave accumulation.

In case of an emergency, one or two days of personal days at the discretion of the Superintendent will be granted. Such leave will be deducted from the accrued sick leave.

- B. **Bereavement Leave:** With pay, will be allowed for death in the immediate family. Up to four (4) days, on each occasion, when the death is that of the employee's immediate family. The immediate family of a bargaining unit member shall include grandparent, brother, sister, spouse, child, father, mother, or person in like position to the employees' spouse. These days shall be non-cumulative.
- C. **Family Leave:** Four days on each occasion when the serious illness of the employees immediate family: grandparent, brother, sister, spouse, child, father, mother, or person in like position to the employees' spouse. This leave shall be deducted from accrued sick leave.
- D. **Maternity Leave:** Employee uses sick days for absences. Employee files all medical documentation with the Payroll/Benefits Office. Employee's physician determines length of absences from work. Physician establishes date employee returns to work. Employee either returns to work or requests a Child Rearing Leave.
- E. **Child Rearing/Parental Leave:** Employee notifies Payroll/Benefits Office prior to anticipated birth, but no later than actual birth, leave is without pay. Leave may be granted up to one year, upon Superintendent of School's approval and Board of Education action. Extensions may be granted, upon Superintendent of School's approval and Board of Education action.
- F. **Adoption:** Contact Payroll/Benefits Office for information on procedure.
- G. **One Year Leave of Absence:** One year's leave of absence, without pay, for administrators with a minimum of four (4) years administrative service to this district will be granted at the discretion of the Superintendent and the Board of Education. The number of administrators on leave in any one year will be at the discretion of the Superintendent and the Board of Education.
- H. **Additional Leaves:** Leave with pay will be granted for appearances in any legal proceeding connected with the administrator's employment or with the school system, or for the performance of

jury duty, or because he has been subpoenaed as a witness. Upon receipt, the amount received for jury duty will be given to the Beekmantown Central School District.

I. **Leave of Absence:**

- A. Any administrator on leave for the purpose of further study shall receive years of service credit toward salary increments for the period of leave.
- B. Sick leave accumulated prior to a leave of absence shall be credited upon return.
- C. An administrator returning from a leave of absence shall be given a position in his/her tenure area as near his/her prior administrator's position as is possible, all factors considered.
- D. Administrator returning from leave of absence shall retain their full credit of service held prior to the leave.
- E. Final approval for all leaves must be voted upon by the Board of Education.
- F. An administrator who is on leave shall be required to notify the Superintendent by March 15<sup>th</sup> of the current school year as to his/her intention of returning to administrator duties the following school year.

**ARTICLE VII**

**Resignation**

For all Association members, four weeks written notice must be given for the purpose of resigning, unless mutually agreed upon between the Association member and the Superintendent of Schools.

**ARTICLE VIII**

**Snow Days**

All Association members shall not be required to work on snow days. Administrators should use professional judgment as to their need to come in on these days. Ex. The athletic director may need to change an athletic event on a snow day, therefore he may need to be at work in order to do so.

**ARTICLE IX**

**Holidays**

Twelve month employees will not be required to work on July 4, or Labor Day,

**ARTICLE X**

**Reimbursement for Use Of Private Vehicles**

When traveling, Association members should use a school vehicle, when available, to conduct school related business. If a vehicle is unavailable, the Association member will be compensated at the mileage rate set by the Board of Education.

**ARTICLE XI**

**Health Insurance**

- A. The District shall provide Health Insurance for Association members and their dependents. The premium co-pay shall be a percentage of the total premium as follows:

School Year	Percentage
2006-2007	- 13%
2007-2008	14%
2008-2009	15%
and thereafter	15%

Increases in contribution rates shall take place upon ratification of this agreement.

- B. Any member of the Association hired **prior to July 1, 2007** and who has a **minimum of 10 years of service** in any capacity with the Beekmantown Central School District will remain at the same percentage rate held at the time of retirement. The percentage rate applied is to the total yearly premium. Each year, retirees will be notified in writing of changes to the annual premium.

Health Insurance coverage provided at the time of retirement must remain the same or at a lower tier level. For example, if retiring with a family plan, the Association member may change to a single plan. If retiring with a single plan, the Association member may not change to a family plan. If the Association member retires with no health insurance coverage, the Association member may not acquire health insurance after date of retirement. After notification of retirement, no changes in health insurance may be made. Note: Upon reaching Medicare eligible age, the district will not reimburse the Association member for quarterly Medicare costs.

- C. Any member of the Association hired **on or after July 1, 2007** and who has a **minimum of 15 years of service** in any capacity with the Beekmantown Central School District will remain at the same percentage rate held at the time of retirement. The percentage rate applied is to the total yearly premium. Each year, retirees will be notified in writing of changes to the annual premium.

Health Insurance coverage provided at the time of retirement must remain the same or at a lower tier level. For example, if retiring with a family plan, the Association member may change to a single plan. If retiring with a single plan, the Association member may not change to a family plan. If the Association member retires with no health insurance coverage, the Association member may not acquire health insurance after date of retirement. After notification of retirement, no changes in health insurance may be made. Note: Upon reaching Medicare eligible age, the district will not reimburse the Association member for quarterly Medicare costs.

## ARTICLE XII

### Other Benefits

- A. Association members shall have the option of participating in any tax-sheltered annuities, flexible spending plans, and pre-tax programs which are made available.
- B. Liability coverage shall include protection against slander, libel, or some other act resulting in damages other than bodily injury or property damage.
- C. Military Service Credit (Article 20-RSSL) - Any Association member hired prior to July 1, 2006 who was approved for military service credit pursuant to Article 20, will be granted the equivalent of up to a maximum of three years full time service credit towards service in the district.

Tax-sheltered annuities and a flexible spending plan are available to employees.

## ARTICLE XIII

### Retirement Benefit Compensation

- A. Upon retirement, and subject to the stipulations, limitations, and provisions of this article, Association members shall be paid a benefit according to the following schedules and conditions:

1. Ten Month Association members: Not to exceed 100% of \$30,000 multiplied by the number of sick leave days accumulated divided by 190.
  2. Eleven Month Association members: Not to exceed 100% of \$30,000 multiplied by the number of sick leave days accumulated divided by 200.
  3. Twelve Month Association members: Not to exceed 100% of \$30,000 multiplied by the number of sick leave days accumulated divided by 220.
- B. To be eligible for this benefit upon retirement any member of the association **hired prior to July 1, 2007**, must meet the following criteria and stipulations:
1. The Association member must have completed at least **8 years** of full time administrative service in the district by the date the Association member retires.
  2. The Association member must be eligible to retire under the provisions of the New York State Association members' Retirement System.
  3. Benefit compensation may be taken as a lump sum payment in the year in which the Association member retires or over a three-year period prior to retirement.
  4. In order to receive the lump sum payment, the Association member must provide written notification, not less than 90 work days prior to the date of retirement.
  5. To receive the three year option, the Association member must provide written notice by February 1, in order for payment to begin the next school year. The Association member must retire at the conclusion of the third year to be eligible to receive this benefit.
  6. Should the Association member use sick days during the year, there will be a decrease, in the last payroll, equaling the additional sick days used.
- C. To be eligible for this benefit upon retirement any member of the association **hired on or after July 1, 2007**, must meet the following criteria and stipulations:
1. The Association member must be at least 55 years of age.
  2. The Association member must have completed at least **15 years** of full time service in the district by the date the Association member retires.
  3. The Association member must be eligible to retire under the provisions of the New York State Association members' Retirement System.
  4. Benefit compensation may be taken as a lump sum payment in the year in which the Association member retires or over a three year period prior to retirement.
  5. In order to receive the lump sum payment, the Association member must provide written notification, not less than 90 work days prior to the date of retirement.
  6. To receive the three year option, the Association member must provide written notice by February 1, in order for payment to begin the next school year. The Association member must retire at the conclusion of the third year to be eligible to receive this benefit.
  7. Should the Association member use sick days during the year, there will be a decrease, in the last payroll, equaling the additional sick days used.
- D. Any Association member forced to retire due to a life threatening/terminal disability shall on the effective date of retirement receive retirement benefit compensation as if that Association member were 55. In order to receive such compensation all criteria and stipulations with the exception of those dealing with notification must apply.
- E. Benefits will be determined based on the Association member's last day of employment with the school district.

## ARTICLE XIV

### Salary

A.

Name	Months	2006-2007	2007-2008	2008-2009	2009-2010
Fréchette, Garth	12	\$90,905	\$93,816	\$96,883	\$100,277
Coonrod, Sue	12	\$85,905	\$88,816	\$91,883	\$95,277
Gardner, Sandra	12	\$80,905	\$83,816	\$86,883	\$90,277
Fox, Diane	12	\$75,000	\$78,411	\$81,978	\$85,872
Lambert, Gary	12		\$64,569	\$67,635	\$71,030
Cook, Edward	11	\$74,000	\$76,650	\$79,466	\$82,546
Battin, Joha	10		\$57,000	\$59,550	\$62,350
Knight, James	10		\$55,000	\$57,550	\$60,350

B. In the event that the incumbent in any position terminates or has terminated employment with the District, the Superintendent of Schools shall determine the salary for the replacement.

C. Method of Payment:

10 month Association members:

*Option A* – Payment will be based on 22 equal payments. Every paycheck from the second Friday after Labor Day through to the first pay period in June shall be 1/22<sup>nd</sup> of the annual salary. The balance of the annual salary shall be payable in a single check on the final day of pupil attendance in June.

*Option B* – Payments will be based on 26 equal payments. Every paycheck from the second Friday after Labor Day through to the first pay period in June shall be 1/26<sup>th</sup> of the annual salary. The balance of the annual salary shall be payable in a single check on the final day of pupil attendance in June.

11 and 12 month Association members: 26 equal payments

D. Bargaining Unit Members shall be entitled to a longevity payment under the following conditions:

1. Upon the completion of the following designated years of service, bargaining unit members shall be entitled to a longevity payment, paid in a separate check in the last payroll of the year in which eligible:
  - a. Upon the completion of 10 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$500.00
  - b. Upon the completion of 11 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$500.00
  - c. Upon the completion of 12 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$500.00
  - d. Upon the completion of 13 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$500.00
  - e. Upon the completion of 14 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$500.00
  - f. Upon the completion of 15 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$1000.00
  - g. Upon the completion of 16 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$1000.00

- h. Upon the completion of 17 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$1000.00
- i. Upon the completion of 18 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$1000.00
- j. Upon the completion of 19 years as a member of the Beekmantown Administrators' Association, eligible members shall receive: \$1000.00
- k. Upon the completion of 20 years as a member of the Beekmantown Administrators' Association, and each year thereafter, eligible members shall receive: \$1500.00

**ARTICLE XV**

**Conferences and Professional Development**

- A. A sum of \$3,000 shall be budgeted year for each Association member for attendance at local, state, and national conferences.
- B. The following will be paid to Association members for professional due yearly:
 

0 – 5 years of Administrative Service in BCSD	\$600.00
6 + years of Administrative Service in BCSD	\$850.00

**ARTICLE XVI**

**Administrator Duties and Responsibilities**

All Administrators shall have the rights to:

- A. Subject to the approval of the Superintendent of Schools, organize and reorganize their instructional and non-instructional personnel in a manner which in the Administrator's judgment best serves the district.
- B. Subject to the approval of the Superintendent of Schools, transfer teachers from one school to another.
- C. The Board shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above.

**ARTICLE XVII**

**Additional Duties**

- A. During the term of this agreement, should the District enter into discussions with other collective bargaining groups within the District that would impact the assignments or work load of any member of the Association, the District agrees to inform, accept, and consider input from the Association.
- B. Should the District, either by agreement with other collective bargaining groups within the District or by unilateral action, cause a change in terms and conditions of employment of any members of the Association, prior to the implementation of such agreement or unilateral action, the District agrees to enter negotiations with the Association on the related issues.

**ARTICLE XVIII**

**Indemnification**

The District shall hold harmless any member of the Association and provide legal counsel against any action or claim on a judicial or administrative level based on any action taken in the discharge of the member's administrative duties, within the scope of the member's authority or at the direction of the District or any officer of the District. This coverage will extend beyond any member's term of employment when it is in relation to any claim or action alleged to have occurred during the member's term of employment within the District.

## **ARTICLE XIX**

### **Discipline**

- A. All members of the Association will be given the opportunity to have a representative of the Association present at meetings, hearings or discussions where such member reasonably believes that any information disseminated at such meeting could be used in a reprimand, warning, counseling memoranda, deprivation of monetary or professional advantage or any other form of discipline. Unit members will be given reasonable notice and opportunity to schedule such meeting with representation.
- B. No tenured member of the Association will be reprimanded, suspended, demoted, transferred, terminated, reduced in rank or compensation or otherwise disciplined or deprived of any contractual right without reasonable cause. In no case will this be done in a public meeting unless so requested by the Association member.
- C. No non tenured administrator will be disciplined or reprimanded in a public meeting.

## **ARTICLE XX**

### **Unfavorable Conditions**

If any unfavorable condition is created affecting the Association and/or the Board of Education, the Association shall be entitled to meet with the Negotiations Committee of the Board immediately to discuss the condition; not waiting until the annual negotiating time, if agreeable to both sides.

## **ARTICLE XXI**

### **Miscellaneous**

- A. All Association members of the bargaining unit shall be evaluated on an annual basis by the Superintendent of Schools or designee. Performance of Association members may be used for commendation, promotion, termination, and/or disciplinary purposes. The evaluation instrument will be jointly developed and be used for all administrators in the bargaining unit.
- B. Any Association member may be required to have a communication device provided and maintained by the School District.

## **ARTICLE XXII**

### **Professional Reputation**

No anonymous material shall be placed in the personnel file of any Administrator. Administrators shall have the right to rebut any subjective material being placed in that Administrator's file. The rebuttal shall be attached to the material in question.

**ARTICLE XXIII**  
**Grievance Procedure**

**A. DEFINITIONS**

- a. A GRIEVANCE is an alleged violation of this agreement or any dispute with respect to its meaning.
- b. ASSOCIATION shall mean Beekmantown Administrators' Association.
- c. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
- d. PARTY IN INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- e. GRIEVANCE COMMITTEE is the committee created and constituted by the Beekmantown Administrators' Association.
- f. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

**B. PROCEDURES**

- a. All grievances shall include the name and position of the aggrieved party, the identity of the provisions this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing 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.
- b. No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any participant in the grievance procedure or any other person by reason of such grievance or participation therein. Nothing herein contained shall limit the statutory right of the Superintendent of Schools to recommend the dismissal of an administrator on probation and the subsequent dismissal of said administrator by the Board of Education.
- c. All documents, communications, and records dealing with the processing of a grievance shall be files separately from personnel files of the participants and treated in a confidential manner.
- d. If any provision of this grievance procedure or any application thereof to any administrator or group of administrators in the negotiating unit shall be finally determined by a court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- e. Official minutes will be kept of all proceedings in Stages 1 and 2, the expenses for which will be shared equally by the Association and the Board.

**C. TIME LIMITS**

The written grievance shall be entertained as described below, however, such grievance shall be deemed waived unless forwarded to the first available stage within thirty (30) school days after the administrator knew or should have known of the act or condition on which the grievance is based.

**D. STAGES**

Stage 1: SUPERINTENDENT

- a. An aggrieved party having a grievance shall discuss it with the Superintendent, either directly or by using a representative, with the objective of resolving the matter informally. The Superintendent shall confer with all parties in interest, but in arriving at her/his decision, shall not consider any material or statements offered by or on behalf of any such party in interest with whom consultations have been had without the aggrieved party or his/her representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party shall be present during the discussion of the grievance.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent. Within ten (10) work days after receipt of this appeal, the Superintendent shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- c. The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) work days after the conclusion of the hearing.

Stage 2: BOARD OF EDUCATION

- a. If the aggrieved party and/or the Association are not satisfied with the decision at Stage 1, the Grievance Committee shall file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. A copy of the Board's decision shall be transmitted to the Association and/or the aggrieved party.

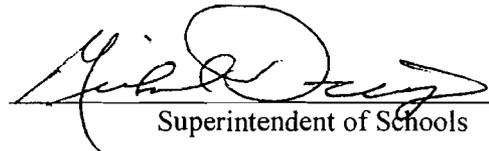
Stage 3: ADVISORY ARBITRATION

- a. If the Association is not satisfied with the decision at Stage 2, the Association President may, within five (5) days, notify the Board of Education of its intent to submit the grievance to arbitration.
- b. Within five (5) days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the Syracuse office of the American Arbitration Association. The parties shall then follow the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The parties will abide by the Voluntary Rules of the American Arbitration Association.
- d. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. Furthermore, he does not have the authority to add to, subtract from, to delete, or in any way amend or modify any of the terms and provisions of this Agreement.
- e. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the District and the Association.
- f. The decision of the arbitrator will be advisory.

Administrators' Association

Beekmantown Central School District

  
 \_\_\_\_\_  
 President of Administrators' Association

  
 \_\_\_\_\_  
 Superintendent of Schools

8/29/07  
 \_\_\_\_\_  
 Date

8-29-07  
 \_\_\_\_\_  
 Date

