

AGREEMENT

**COVERING CONDITIONS OF EMPLOYMENT FOR THE
ADMINISTRATIVE STAFF**

**MUTUALLY ADOPTED BY THE BOARD OF EDUCATION
IRVINGTON UNION FREE SCHOOL DISTRICT
TOWN OF GREENBURGH, IRVINGTON, NEW YORK**

AND

THE IRVINGTON ADMINISTRATORS' ASSOCIATION

EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2016

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ARTICLE I - RECOGNITION

The Board of Education of the Irvington Union Free School District, Irvington, New York (hereinafter referred to as the "Board") hereby recognizes that the Irvington Administrators' Association (hereinafter referred to as the "Administrators") are the exclusive representative of the Building Principals, Assistant Principals, Director of Pupil Personnel Services, and the Director of Technology for the purpose of negotiating, collectively, in the determination of the terms and conditions of employment, as defined in the Public Employees' Fair Employment Act and in the determination of and administration of conditions of employment. Unless otherwise indicated, the term "Administrator" when used in this Agreement, shall refer to a member or members of the unit defined herein and to those Administrators referred to in Appendix A.

ARTICLE II - TERMS OF AGREEMENT

This Agreement shall constitute the Agreement between both parties and shall be in effect from **July 1, 2009** through **June 30, 2016**.

Whereas, the Administrators have requested that the Board recognize the Administrators as the exclusive negotiating agent for the Administrators' Association negotiating unit, and

Whereas, the Board has determined that the Administrators are the representative organization of the majority of the personnel in the Administrative Association as a negotiating unit,

Now, therefore, the Board and the Administrators do hereby mutually agree as follows:

A. RECOGNITION

The Board hereby recognizes the Administrators' Association as the exclusive negotiating agent for the negotiating unit set forth in Article I above.

B. ACCEPTANCE

The Administrators hereby accept the recognition as hereinbefore made, and the Administrators agree to comply with the provisions of Section 210, Article 14, of the Civil Service Law and affirm that they do not assert the right to strike against any government, to assist or participate in any such strike.

ARTICLE III - PRINCIPLES AND NEGOTIATION PROCEDURES

A. NEGOTIABLE ITEMS

The Board and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning salaries, fringe benefits and conditions of employment.

B. NEGOTIATION TEAM

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Administrators for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

C. OPENING NEGOTIATIONS

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set, not more than fifteen (15) days following such request. A tentative list of items for negotiations shall be submitted, in writing, by each party to the other party, at least one week prior to the first meeting.

1. Following the initial meeting, as described, such additional meetings shall be held until the parties reach an agreement on the items or until an impasse is reached. A caucus can be called by either party, as it is deemed necessary.
2. While no agreement shall be final without ratification by the Board and the Administrators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals and reach compromises in the course of negotiations. However, such proposals, counter proposals and compromises shall not be final and binding unless ratified by the Board and the Administrators.
3. The parties agree that once negotiations have been completed and agreement ratified, the negotiations will not be reopened during the life of the Agreement.

D. EXCHANGE OF INFORMATION

Both parties and/or the Superintendent of Schools shall furnish each other, upon reasonable request, all available information pertinent to the items under consideration.

E. CONSULTANTS

The parties may call upon consultants to assist in preparing for negotiations and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

F. COMMITTEE REPORTS

The parties agree that, during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and Association, the proceedings shall not be released to the public, unless an issuance has the approval of both parties.

G. REACHING AGREEMENT

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board and the Administrators' membership.

The negotiation procedures to be utilized by the Board and the Administrators shall follow those stated in the Taylor Law.

H. RECORD KEEPING

Each party shall be responsible for the record-keeping that it desires to maintain, during the various negotiation meetings. Mechanical devices are not permitted.

ARTICLE IV - OTHER AREAS OF PROFESSIONAL COMPENSATION

A. SALARY

1. **Salary for Current Administrators**

Administrators hired on or before March 28, 2012 shall be provided with the calculation of their new salary in accordance with the terms of this Agreement.

Those tenured Administrators who were hired on or before March 28, 2012 and who receive an overall evaluation rating of “Effective” or better on the prior year’s annual appraisal shall be entitled to receive the following wage increases, with such increases being effective in the subsequent year. Those non-tenured Administrators hired on or before March 28, 2012 who receive an overall evaluation rating of “Developing” or better on the annual appraisal during the first year of employment shall be entitled to receive the following wage increases effective in their second year of employment. Non-tenured Administrators hired on or before March 28, 2012 shall be required to receive an overall evaluation rating of “Effective” or better commencing with their second year of employment in order to be eligible for the following wage increases, with such increases being effective in the subsequent year:

2009-10	Salary Freeze
2010-11	Salary Freeze
2011-12	Salary Freeze
2012-13	Add 1.0% to base salary
2013-14	Add 1.5% to base salary
2014-15	Add 1.5% to base salary
2015-16	Add 1.5% to base salary

2. **Salary for New Administrators**

The District shall have the discretion to determine the salary for any Administrator hired after March 28, 2012.

3. **Doctoral Stipend**

Effective from July 1, 2012 to June 30, 2013, an Administrator with an earned doctorate degree in the field of education, who has provided proof of such degree acceptable to the Superintendent, shall be provided with a one-time doctoral stipend in the amount of \$1,000, which shall not be cumulative.

Effective July 1, 2013 and thereafter, an Administrator with an earned doctoral degree in the field of education, who has provided proof of such degree acceptable to the Superintendent, shall be provided with an annual doctoral stipend of \$2,000, which shall not be cumulative.

B. TENURE

Following an Administrator being granted tenure in the District, the Administrator will receive a one-time increase to his/her base salary of \$5,000, which increase shall be effective in the school year following that in which tenure is granted.

C. HEALTH INSURANCE

The District may, at any time, provide an alternate health insurance plan(s), provided the new level of benefits under the new plan(s) are substantially equal to or better than the current coverage provided by the District at the time of the proposed change. In the event the Association believes that the new level of benefits under the new plan(s) are not substantially equal to or better than the current coverage provided by the District at the time of the proposed change, said dispute shall be submitted to expedited binding arbitration before one (1) arbitrator selected from a panel consisting of Martin Scheinman, Bonnie Weinstock or Howard Edelman, based upon which arbitrator is first available. If none of the arbitrators are available, an arbitrator shall be selected in accordance with the American Arbitration Association Voluntary Labor Rules.

1. **Active Employee Health Contribution**

Effective July 1, 2009, Administrators with family or individual coverage shall contribute 10% towards the cost of the health insurance premiums.

2. Effective July 1, 2011, Administrators with family, two-person or individual coverage under the District’s health insurance plan(s) shall contribute towards the premium cost of such coverage as follows:

2011-2012	10%
2012-2013	15%
2013-2014	16%
2014-2015	18%
2015-2016	20%

The parties herewith acknowledge that the Administrator has the option to cover any additional costs(s) of coverage for other dependents that the Administrator wishes to include, subject to the terms of the insurance plan in effect. In order to be eligible for coverage, Administrators must first apply to the Office of the Assistant Superintendent for Business.

3. **Retired Employee Health Insurance Contribution**

For any Administrator hired on or before March 28, 2012, the Board will continue to pay 100% of the health insurance premium for Administrators (and his/her spouse) who retire from the system after 5 years of continuous service in the District.

Administrators hired after March 28, 2012 shall be eligible to receive health insurance coverage into retirement under the District’s applicable health plan provided:

- a. He/she retires from the District directly into the Teachers’ Retirement System (“TRS”); and

- b. The Administrator has provided a minimum of ten (10) years of service to the District; and
- c. The Administrator contributes an amount equal to the total percentage amount of the premium the Administrator contributed during his/her final year of employment in the District, i.e. the same dollar amount shall be contributed by the Administrator into retirement as is contributed in the final year of employment.

4. **Payments in Lieu of Health Insurance**

Administrators who have health insurance through another source may opt to waive coverage under the District’s health insurance policy for a full year by completing the appropriate form furnished by the District. The Board will pay these Administrators an amount equal to the following percentage(s) of the premium cost for said coverage for the school years indicated:

2011-2012	50%
2012-2013	45%
2013-2014	40%
2014-2015	40%
2015-2016	35%

Administrators electing to waive their coverage must do so by February 1 with the provisions of this section taking effect on July 1. Payment to the Administrator shall begin with the first half payment on or before October 15 and the second payment on or before April 15. Full coverage may be reinstated by notifying the District in writing no later than April 1 for the succeeding year. Reinstatement shall take place on July 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines will be waived to the extent that there is no conflict with the requirements of the District’s insurance carrier. If reinstatement occurs due to such emergency conditions, the Administrator will repay (on a pro rata basis) any amount already forwarded to him/her.

D. LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE

The Board will pay the full cost of "term" life insurance that includes \$100,000 life insurance per Administrator and a long-term disability insurance policy with a 90 day waiting period, 60% of income payable to age sixty-five (65), due to disability resulting from sickness or accident.

E. ADDITIONAL ADMINISTRATOR PAYMENT

The Board will pay \$1,000 in each year of this agreement as an additional fringe benefit. The application of these funds to additional fringe benefits shall be the responsibility of the Association. Payment will be made no later than October 15.

F. EDUCATION ALLOWANCE

Each year of this agreement, the Board of Education will budget a total of \$10,000 as a fund for tuition reimbursement for the group. The Superintendent or designee may convene a committee to determine the process for application and reimbursement.

G. LEAVES OF ABSENCE

A leave of absence may be granted without pay for valid reasons and parental leave on the same basis as members of the teaching staff with the approval of the Board of Education.

The leave of absence may be for no longer than two (2) years.

Notice of intent to return must be given by the first month of the last semester, prior to return.

Possible reasons for leave of absence would include, but not be limited to, work in the Peace Corps of VISTA, recuperation from illness, service with professional associations, graduate study and study related to the teaching profession.

During such leave, an Administrator will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory, such may be continued during leave if prepaid by the Administrator in advance.

H. JURY DUTY

An Administrator who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick and/or personal days. However, if an Administrator receives jury duty pay for a day when school is in session, he or she will turn that amount over to the District, less the amount paid for travel expenses.

I. PERSONAL BUSINESS LEAVE

Each Administrator will be granted three (3) personal business days per year for the first year of employment, four (4) days for the second year of employment, and five (5) days for the third and each year thereafter of employment, but these days shall not be accumulated. No personal business days shall be taken on consecutive days before, or days following, vacations or holidays, or on a Monday or Friday, unless the approval of the Superintendent of Schools is granted. No other personal business days shall require approval. All personal business days shall require reasonable notice.

J. LEAVE FOR FAMILY ILLNESS AND DEATH IN THE FAMILY

Three (3) days leave with no deduction in pay will be granted for illness in the immediate family. These days will neither be accumulated nor deducted from sick leave. The immediate family is here defined as father, mother, brother, sister, son, daughter, husband, or wife.

Three (3) days leave with no deduction in pay will be granted for death (each occurrence) in the immediate family. These days shall neither be cumulative nor deducted from other authorized leaves. The immediate family is defined as mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, husband, or wife.

K. SICK LEAVE

No deduction in pay will be made for absence of six (6) days, or less, for illness for the first year of employment, eight (8) days, or less, for illness for the second year of

employment, and ten (10) days or less, for the third year and each year thereafter of employment.

An Administrator, in his first year of service in Irvington, will be allowed fourteen (14) days of illness before any loss of pay. This allowance covers the first two (2) years of service in Irvington. If an Administrator leaves the District in less than two (2) years, having used more than his pro-rated amount of sick leave, his salary will be adjusted accordingly.

A non-cumulative reserve of thirty (30) working days will be available to each Administrator for an extended illness. Extended illness shall mean an illness or disability of thirty (30) or more working days. This reserve shall be in effect only after the accumulated sick leave has been used up. Thereafter, the Administrator will receive the difference between his salary and the amount paid for the substitute employed, until the long-term disability insurance becomes effective.

Unused sick leave up to six (6) days the first year of employment, eight (8) days the second year of employment and (10) days the third year and each year thereafter of employment shall be cumulative over succeeding years with no maximum limit. Whenever any Administrator is absent more than eight (8) days in the second year of employment and (10) days in the third year and each year thereafter of employment, the additional absence shall be deducted from the cumulative total.

If an Administrator has sick days remaining at the time the long-term disability becomes effective, he may choose to have the Board pay the difference between his full salary and the insurance company payment (60%). If the Board pays the 40% difference, the remaining accumulated sick leave will be reduced on a pro-rata basis.

An Administrator who has been absent for illness for ten (10) consecutive school days, shall be examined by the school physician, or personal physician, within three (3) days prior to return to duty. The school physician shall certify to the Board of Education, in writing, that said Administrator is physically capable of resuming his duties.

A sick bank of fifty (50) days for the bargaining unit will be available when an Administrator with a serious or prolonged illness has exhausted his or her sick leave. Each member of the bargaining unit will contribute one sick day per year to this sick bank.

L. LONGEVITY PAYMENT

Any Administrator with twenty (20) years of service credited in the New York State or New York City Teachers Retirement Systems, a minimum of ten (10) years in the Irvington Schools, eligible to retire under the New York State or New York City Teachers Retirement Systems, and who submits to the District an irrevocable resignation for the purpose of retirement at least six (6) months prior to such retirement and who in fact retires under either the New York State or New York City Teachers Retirement Systems shall be eligible for a one-time payment of 25% of annual salary (base salary plus career increments) payable upon separation from the District.

Any Administrator who retires on or before July 1, 2013 (and begins receiving TRS benefits immediately thereafter) and who gives the District notice of such retirement

with an irrevocable letter of resignation for retirement by July 1, 2012, will be eligible to receive an additional 1% of salary in his/her final year of employment prior to retirement.

This paragraph "L" pertaining to longevity payment does not apply to any Administrator hired after March 28, 2012 and any Administrators hired after such date shall not be eligible for any payment pursuant to this paragraph upon separation from the District.

M. CAREER INCREMENT

Commencing in the beginning of the twentieth (20) year of credited service, Administrators will receive an additional \$1,825 in salary per year; in the beginning of the twenty-fifth (25) year of service an additional \$1,825 in salary; and an additional \$1,825 in salary commencing in the beginning of thirty (30) years of service.

"Credited Service" shall include service as a full-time teacher and as a full-time Administrator, whether in Irvington or elsewhere. New Administrators shall agree as to their credited service, prior to becoming employed by the District.

Effective March 28, 2012, in order to be eligible to receive the career increments noted above, the Administrator must receive an "Effective" (or better) overall evaluation rating on the annual performance appraisal during the prior school year.

Should the Administrator fail to achieve an overall annual rating of "Effective" (or better) in the school year prior to that in which the career increment is earned, i.e. years 19, 24 and/or 29, he/she will be given an additional opportunity to earn said increment in the following year, provided he/she achieves a rating of "Effective" (or better) in year 20, 25 and/or 30, with the career increment being effective in years 21, 26 and/or 31 (not to be paid retroactively). In the event the Administrator fails to achieve a rating of "Effective" (or better) for two (2) such consecutive school years, he/she shall no longer be eligible to receive the particular level of career increment. In such case, the Administrator will be required to wait until he/she has earned the next scheduled career increment, to the extent applicable, in accordance with the procedure set forth above. Notwithstanding the foregoing, once a career increment has been earned in any particular school year, it may not thereafter be withheld.

For illustrative purposes only, if an Administrator fails to achieve an "Effective" (or better) rating at the completion of his/her 19th year of service, he/she shall not be eligible for the 20-year career increment level for the following school year. In the event said administrator receives an "Effective" (or better) rating at the completion of their 20th year of service, he/she shall be eligible to receive the 20-year career increment level commencing with his/her 21st year of service to the District, i.e. said payment shall not be retroactive. In the event said Administrator fails to achieve an "Effective" (or better) rating at the completion of his/her 20th year of service he/she shall not be eligible for the 20-year career increment level at any time. Said Administrator shall not be eligible to receive a service increment again until he/she reaches the next service level, to wit, 25 years of service to the District, provided he/she receives an "Effective" (or better) rating at the completion of their 24th year of service.

N. PROFESSIONAL ORGANIZATIONS

The Board of Education will allocate up to a maximum of \$750.00 for each full-time Administrator for the purchase of membership in professional organizations.

O. FLEXIBLE SPENDING ACCOUNT

The Board of Education agrees to establish a flexible spending account for Administrators with no funds to be supplied by the Board, with the exception of the administration of these accounts through the Business Office.

P. EXPENSE REIMBURSEMENT

The District will reimburse each member of the bargaining unit up to \$300 per year upon submission of receipts for expenses related to attendance at meetings or events at other than regular school hours.

Q. UNUSED VACATION

Administrators may cash in up to five (5) days of unused vacation time each year at the current per diem rate.

R. ADMINISTRATOR PERFORMANCE REVIEW

1. It is agreed that a new performance appraisal plan for Building Principals will developed mutually by the District and the Association. Such new plan shall be in place by June 15, 2012 and will be consistent with New York State APPR requirements for Building Principals. Such plan shall be implemented for the 2012-2013 school year and the parties may renew or modify it thereafter.
2. It is further agreed that for Administrators other than Building Principals, a new performance appraisal plan will be developed mutually by the District and the Association. Such new plan will be in place by June 15, 2012. Such plan shall be implemented commencing with the 2012-2013 school year and will be based upon a modified version of the rubric being used to evaluate Building Principals.
3. The new APPR plan will contain an "Overall Rating" component which shall be used to determine whether or not a tenured Administrator will receive the salary increase(s) set forth in paragraph "A(1)" above or be eligible to receive a career increment, as set forth in paragraph "M" of this Article. For new non-tenured Administrators, it is expected that such Administrator will achieve a minimum evaluation rating of "developing" during the first year of employment to receive a salary increase. Thereafter it is expected that the non-tenured Administrator will receive a rating of "Effective" (or better) in order to receive a salary increase or to be eligible to receive a career increment for the next year. At a minimum an "Effective" overall evaluation rating on the annual performance appraisal must be achieved to enable the tenured Administrator to:
 - a. Be eligible for the next available career increment (see paragraph "M" of this Article); and

- b. Receive any salary increase for the following school year pursuant to paragraph "A(1)" of this Article.
- 4. It is further agreed, that the evaluation (APPR) process will include timelines for conducting mid-year and end-of-year evaluations and a statement of understanding that should the Superintendent or his/her designee identify concerns regarding an Administrator, that such concerns shall be brought to the attention of the Administrator as soon as possible rather than waiting until the next scheduled evaluation session(s) between the evaluator and the staff member evaluated.
- 5. **APPR Appeals Procedure**
The parties agree that the performance appraisal plan shall include an appeals procedure for all Administrators including Building Principals. Said appeals procedure is attached hereto as Appendix "A."
- 6. **Administrators' Evaluation for the 2011-2012 School Year**
The parties agree that the 60% broad based evaluation criteria for the 2011-2012 school year shall be based upon the "Michael Kim Marshall Principal Evaluation Rubric" (revised August 21, 2011) with the following conversion to New York State's required rating categories:

Marshall	NYSED	Numeric Conversion
Does Not Meet Standards	Ineffective	1
Improvement Necessary	Developing	2
Effective	Effective	3
Highly Effective	Highly Effective	4

The six (6) domains noted in said Evaluation Rubric shall serve as the primary topical focus of each evaluation, prepared in a narrative format by the Superintendent for each Administrator. The parties further agree that for the 2011-2012 school year, the required 20% local component of the evaluation shall be based upon State assesment(s).

ARTICLE V - PREVIOUS PRACTICE CLAUSE

All conditions of employment, which have been the practice in effect within the District prior to the time this contract becomes effective, shall be maintained for the life of this contract, except where otherwise specified by the specific terms and conditions of this contract.

ARTICLE VI - OTHER CONDITIONS OF EMPLOYMENT

A. ADMINISTRATOR'S WORK YEAR

It is agreed that the Administrators' work year shall be a twelve (12) month responsibility for the proper fulfillment of the duties prescribed for these positions. The work year shall encompass the approved school calendar and will provide for a month's vacation period in the summer. If the Administrator is unable to take a month's vacation during the summer, due to job-related responsibilities, the Administrator, with the approval of the Superintendent of Schools, may carry over a

maximum of one (1) month's leave and be reimbursed upon leaving the District. Vacation time may be made available following initial employment with the understanding that if the Administrator were to leave the District, it would be prorated and the Administrator would be required to reimburse the District for any difference based upon the Administrator's per diem rate.

Effective July 1, 2012, the reference to "one (1) month's leave", as set forth above, shall be defined as twenty-two (22) days. Effective July 1, 2012, the calculation to derive the per diem salary rate for Administrators shall be based upon a work year of 260 days (1/260th).

B. CONSULTATION AND RECOMMENDATIONS

The Administrators shall be consulted through participation in regularly scheduled meetings with the Superintendent and may offer recommendations on matters affecting the operation of the school. These items shall include, but are not limited to, class size, teaching load, facilities, assignments, transfers, professional growth and scheduling.

C. ABOLISHMENT OF POSITION

In the event that an administrative position covered by this contract is to be eliminated, every effort will be made to notify the Administrator whose position is affected as soon as possible. Written notification will be given by the Superintendent of Schools, as soon as possible.

Written notification will be given by September 10th for any position to be abolished at the end of the fall term and by February 10th for any position to be abolished at the end of the spring term.

D. CONFLICTS

Nothing contained in this labor agreement shall conflict with, nor be determined to conflict with the annual professional performance review Regulations of the Commissioner of Education which have been and may hereafter be issued, nor with the provisions of Section 3012-c of the Education Law of the State of New York, and any amendments thereto. If it is determined by the Commissioner of Education or a final court of competent jurisdiction that a conflict exists, the law and the aforesaid Regulations shall govern.

ARTICLE VII – MANDATORY PROVISIONS

Notices as provided by Section 204A of the New York State Public Employees' Relations Act.

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit the implementation by amendment law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval."

IN WITNESS WHEREOF, the Board and Administrators' Association have duly executed this September _____ 2012.

IRVINGTON UNION FREE
SCHOOL DISTRICT

IRVINGTON ADMINISTRATORS'
ASSOCIATION

By: _____
Dr. Kristopher Harrison
Superintendent of Schools

By: _____
Scott Mosenthal, *President*
Irvington Administrators' Association

Appendix A

APPR APPEAL PROCEDURE

APPEAL OF EVALUATION:

1. The draft annual evaluation shall be presented to the administrator at a meeting between the administrator and the Assistant Superintendent for Instruction and Human Resources, on a date selected by the Assistant Superintendent for Instruction and Human Resources.

2. Within five (5) business days of the receipt of a draft of the administrator's annual evaluation from the Assistant Superintendent for Instruction and Human Resources, the administrator may appeal the draft evaluation, in writing, to the Assistant Superintendent for Instruction and Human Resources. This time frame may be extended by mutual agreement of the parties.

3. The appeal writing shall articulate in detail the basis of the appeal to the Assistant Superintendent for Instruction and Human Resources. As set forth in Section 3012-c of the Education Law, the evaluated administrator may only challenge:

- the substance of the annual professional performance review;
- the school district's adherence to the standards and methodologies required for such reviews pursuant to Section 3012-c of the Education Law;
- the school district's adherence to the Regulations of the Commissioner and compliance with any applicable locally negotiated procedures; and
- the school district's issuance and/or implementation of the terms of the administrator's improvement plan.

4. Within five (5) business days of receipt of the appeal, the Assistant Superintendent for Instruction and Human Resources shall render a determination, in writing, respecting the appeal. This time frame may be extended by mutual agreement of the parties.

5. Within five (5) business days from the date of the Assistant Superintendent for Instruction and Human Resources' determination respecting the appeal, the administrator may appeal the draft evaluation, in writing, to the Superintendent of Schools. This time frame may be extended by mutual agreement of the parties.

6. Within five (5) business days of receipt of the appeal, the Superintendent of Schools shall render a final and binding determination, in writing, respecting the appeal. This time frame may be extended by mutual agreement of the parties.

7. The determination of the Superintendent of Schools shall not be grievable, arbitrable, nor reviewable in any other forum. Notwithstanding the aforementioned language, nothing herein shall be construed as limiting the right of the employee to challenge said evaluation in any proceeding brought pursuant to Education Law §3020-a.

8. "Business days" shall include the summer recess period.

PROSPECTIVE APPR REGULATIONS

Upon promulgation of the Regulations of the Commissioner of Education enacted pursuant to Section 3012-c of the Education Law, the parties shall promptly meet to discuss those provisions of the District's Annual Professional Performance Review Plan, or then current labor agreement, as required by the provisions of Section 3012-c of the Education Law.