

## EMPLOYMENT PROVISIONS

**AGREEMENT** made this 29th day of May 2013, by and between the BOARD OF EDUCATION OF THE POUGHKEEPSIE CITY SCHOOL DISTRICT with offices for the transaction of business located at 11 College Avenue, Poughkeepsie, New York (hereinafter referred to as the "BOARD") and DR. NICOLE WILLIAMS (hereinafter referred to as the "SUPERINTENDENT")

### WITNESSETH:

WHEREAS, the BOARD is desirous of employing DR. NICOLE WILLIAMS as its SUPERINTENDENT OF SCHOOLS for the term of employment more particularly set forth herein; and

WHEREAS, the BOARD shall appoint DR. NICOLE WILLIAMS as SUPERINTENDENT pursuant to the terms and provisions of Section 2508 of the Education Law of the State of New York effective July 1, 2013;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment

- (a) The SUPERINTENDENT's term of employment shall commence on July 1, 2013 and shall continue to and until June 30, 2016.
- (b) No later than June 1, 2014, the BOARD shall meet to consider extending the term of the SUPERINTENDENT's employment for an additional two (2) year period. Not later than June 30, 2014, a motion to extend the term of this Agreement for an

additional two (2) year period will be moved, seconded and voted upon by the BOARD. It shall be the responsibility of the SUPERINTENDENT to give written notice to the BOARD no later than March 1, 2014 and the BOARD and SUPERINTENDENT shall ensure that the extension of her agreement shall appear on the BOARD'S agenda prior to June 30, 2014.

2. SUPERINTENDENT'S Duties and Responsibilities.

(a) DR. WILLIAMS as SUPERINTENDENT OF SCHOOLS shall be the Chief Education and Chief Administrative Officer of the POUGHKEEPSIE CITY SCHOOL DISTRICT and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

- i. set forth in the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the Commissioner of Education or BOARD of Regents, including any amendments or successor statutes thereto;
- ii. specified in the policy manual of the BOARD; and
- iii. normally associated with the position of SUPERINTENDENT OF SCHOOLS, including, but not limited to, curriculum and instruction, organization of the DISTRICT, assignment and reassignment of instructional and non-instructional staff, budget formulation and administration, business administration, public relations, personnel management and labor relations.

- (b) Pursuant to New York State Education Law § 211-c the SUPERINTENDENT shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.
- (c) The SUPERINTENDENT shall have the right to make recommendations to the BOARD as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.
- (d) With respect to their relationships to one another and the determination of their respective powers and duties, the BOARD and the SUPERINTENDENT acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the BOARD of Regents and the Commissioner of Education of the State of New York.

3. BOARD/SUPERINTENDENT Communications

- (a) By August 1, 2013, the BOARD and the SUPERINTENDENT will meet to discuss the process and procedures by which they will communicate. In addition, the BOARD shall provide periodic opportunities for the BOARD and the SUPERINTENDENT to discuss SUPERINTENDENT/BOARD communications and relationships.
- (b) The BOARD will promptly refer to the SUPERINTENDENT in writing any significant criticism, complaint or suggestion which in its collective judgment is deserving of such referral for her study and recommendation regarding the administration of the DISTRICT or the SUPERINTENDENT's performance of

her duties. In addition, individual BOARD members shall not give direction to the SUPERINTENDENT or any DISTRICT employee regarding the management of the DISTRICT or the solution of specific problems.

4. Certification and Work Ethic.

The SUPERINTENDENT shall furnish throughout the life of this appointment a valid and appropriate certificate as defined in 8 NYCRR Part 80.4 to act as SUPERINTENDENT in the State of New York, as directed by the BOARD, and the SUPERINTENDENT hereby agrees to devote her time, skill, labor and attention to said employment during the term of this appointment; provided, however, that the SUPERINTENDENT, by agreement with the BOARD, may undertake consultative work, speaking engagements, writing, lecturing, research or other professional duties and obligations, with or without remuneration, provided that the BOARD must approve of such engagements and such approval shall not be unreasonably withheld and provided that the SUPERINTENDENT must use available vacation leave time if such non-DISTRICT related work is engaged on compensable work days.

5. Base Salary and Retirement

- (a) The SUPERINTENDENT's base salary for the period from July 1, 2013 to June 30, 2014 shall be ONE HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$182,000.00).
- (b) For the years July 1, 2014 to June 30, 2015, and July 1, 2015 to July 1, 2016, the SUPERINTENDENT's base salary shall be considered for increases determined by the BOARD based upon the SUPERINTENDENT's evaluation and achievement of annual goals no later than the 30<sup>th</sup> day of August in each year;

provided, however, that in no event shall the SUPERINTENDENT's annual salary be decreased. Such base salary increases, if any, shall be granted retroactively to July 1<sup>st</sup> of the then current school year.

- (c) The SUPERINTENDENT shall be paid her base salary in equal installments in accordance with the rules of the BOARD governing payment of the professional staff members of the DISTRICT.
- (d) The DISTRICT shall make employer contributions during the employment of the SUPERINTENDENT to the New York State Teachers Retirement System as required by law.

6. Tax Sheltered Annuity

- (a) The DISTRICT shall make deposits in the amounts listed below, into the IRC 403(b) account selected by the SUPERINTENDENT to receive employer contributions, provided such account will accept employer non-elective contributions. If the SUPERINTENDENT does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept employer's non-elective contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into an endorsed/approved 403(b) program.

- i. TEN THOUSAND DOLLARS (\$10,000) from July 1, 2013 through June 30, 2014 (entitlement to this payment will vest and be made in the amount of FIVE THOUSAND DOLLARS [\$5,000] on

November 1<sup>st</sup> and FIVE THOUSAND DOLLARS [\$5,000] on June 1st);

ii. TEN THOUSAND DOLLARS (\$10,000) from July 1, 2014 through June 30, 2015 (entitlement to this payment will vest and be made in the amount of FIVE THOUSAND DOLLARS [\$5,000] on November 1<sup>st</sup> and FIVE THOUSAND DOLLARS [\$5,000] on June 1st); and

iii. TEN THOUSAND DOLLARS (\$10,000) from July 1, 2015 through June 30, 2016 (Entitlement to this payment will vest and be made in the amount of FIVE THOUSAND DOLLARS [\$5,000] on November 1<sup>st</sup> and FIVE THOUSAND DOLLARS [\$5,000] on June 1st).

(b) In addition to paragraph (a) of this section, the SUPERINTENDENT may elect to have monies withheld from her base salary for the purpose of participating in a tax-deferred annuity program of her choosing, as provided for by state law.

7. Travel Reimbursement

The SUPERINTENDENT shall be required to use her own vehicle in connection with her duties as SUPERINTENDENT. For any travel within the DISTRICT or outside of the DISTRICT, the DISTRICT will reimburse the SUPERINTENDENT the IRS rate for her mileage and any reasonable related costs incurred in association with travel on behalf of the DISTRICT such as parking and tolls.

9. Leave Time

An accounting of the SUPERINTENDENT's use of leave time shall be maintained by the chief personnel administrator for the DISTRICT and said personnel administrator shall be directed by the SUPERINTENDENT to submit an accounting of the SUPERINTENDENT's use of leave time to the BOARD quarterly or as otherwise requested by the BOARD for its review.

10. Vacation

- (a) The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation annually, which shall accrue on a monthly basis. Such vacation days shall be exclusive of legal holidays of the DISTRICT. The SUPERINTENDENT shall not use vacation days during the two-week period immediately before the beginning of the student instructional year and in no event shall the SUPERINTENDENT take more than five consecutive days of vacation when school is in session. The SUPERINTENDENT shall give the BOARD at least fourteen (14) days' prior written notice of her intended utilization of vacation days. The BOARD's prior approval of the SUPERINTENDENT's vacation time request shall be communicated in writing to the SUPERINTENDENT by the BOARD President or Vice-President, in the BOARD President's absence.
- (b) The SUPERINTENDENT shall be required to utilize a minimum of fifteen (15) days of vacation time in each year of this Agreement and may carry over up to five (5) unused vacation days to the next school year.
- (c) In the event that the SUPERINTENDENT has been employed in the DISTRICT a minimum of ten (10) years, at the time of her retirement from the DISTRICT or death, unused accumulative vacation time up to fifty (50) working days shall be

converted to cash based on per diem salary at the time of retirement or death and paid to her.

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11. Holidays

The SUPERINTENDENT shall be entitled to paid holidays for the following holidays on the DISTRICT calendar: Independence Day, Labor Day, Columbus Day, Veteran's Day, the day before Thanksgiving Day, Thanksgiving Day, Day following Thanksgiving Day, December 24, Christmas Day, December 26, New Year's Day, Martin Luther King's Jr. Day, Presidents' Day, Good Friday, Memorial Day and up to two additional DISTRICT holidays which may change on the DISTRICT calendar from year to year.

12. Inclement Weather Days

The SUPERINTENDENT shall be required to report to work on days when schools are delayed due to inclement weather.

On days when schools are closed due to inclement weather, the SUPERINTENDENT in consultation with the BOARD President, if she believes that travel to the DISTRICT will be unsafe, will not be required to be present at her office, but shall be expected to perform the duties of her office on such days from home. In such event, there shall be no charge against leave time and the SUPERINTENDENT shall be paid her regular salary for such days.

13. Sick Leave

The SUPERINTENDENT shall be granted a bank of thirty (30) days of paid sick leave upon commencement of her employment with the DISTRICT. The SUPERINTENDENT shall accrue twelve (12) days of paid sick leave in each year of this Agreement. Up to five (5) sick



days annually may be used by the SUPERINTENDENT to attend to health needs of a spouse, dependent, parents or immediate family member.

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14. Personal Days

The SUPERINTENDENT shall be entitled to three (3) personal days each year for personal business that requires her presence during the work day. Said days may not be accumulated from year to year.

15. Bereavement Leave

In the event of a death in the SUPERINTENDENT's immediate family (i.e. parent, parent-in-law, grandparent, spouse, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other relative who is an actual member of the SUPERINTENDENT's household), the SUPERINTENDENT shall be granted five (5) days of paid leave.

16. Insurance

(a) Health

The SUPERINTENDENT shall be entitled to participate in the Dutchess Alternate Plan or any H.M.O. offered by the DISTRICT for family or individual health insurance coverage, as well as the dental, vision and other welfare benefit plans provided to professional personnel of the DISTRICT. The DISTRICT shall pay eighty-five (85%) percent of the premium costs of such insurance. If, after completing twelve (12) years of employment in the DISTRICT, the SUPERINTENDENT retires from the DISTRICT for the purpose of receiving benefits from the New York State Teachers Retirement System; or if the SUPERINTENDENT retires or is terminated from the DISTRICT by reason of disability during the term of this Agreement, the DISTRICT shall provide her with family

or individual health insurance coverage in retirement and shall pay eighty-five (85%) percent of the premium cost thereof.

(b) Disability

The DISTRICT shall provide a disability insurance policy each year of this Agreement for the SUPERINTENDENT that will allow for payment of two-thirds (2/3) her base salary if the individual remains disabled until age 65. A customary six-month "grace" period shall precede the inception of the disability benefits. At the inception of this Agreement, the DISTRICT shall ascertain a fair market price for the disability insurance policy and either provide the insurance policy for the SUPERINTENDENT or reimburse the SUPERINTENDENT up to that amount upon her purchasing such insurance and producing proof of payment of the policy premium. During the six-month period of ineligibility for disability insurance, any illness beyond accumulated sick leave will be compensated by the DISTRICT at a rate equal to three quarters (3/4) regular salary. A doctor's report shall be required to support any claim of disability. The BOARD shall have the right to have the SUPERINTENDENT examined by the chief doctor of the appropriate specialty at the Westchester Medical Center to determine the extent of the SUPERINTENDENT's disability and to ascertain whether the SUPERINTENDENT should be entitled to three quarters (3/4) of his regular salary as set forth above. The determination of said physician shall be binding on the DISTRICT.

(c) Life Insurance

During the term of this Agreement, the DISTRICT will provide the SUPERINTENDENT with a term life insurance policy in the amount of Two Hundred Fifty Thousand Dollars (\$250,000). The DISTRICT shall provide the SUPERINTENDENT a copy of this life insurance benefit policy.

17. Jury Duty

If required to serve as a juror, the SUPERINTENDENT shall be paid full salary without loss of sick or other leave during the period of such services. The SUPERINTENDENT shall remit to the DISTRICT the total per diem jury duty fees paid for jury service and travel.

18. Physical Examination

The SUPERINTENDENT shall, within thirty (30) days of the date of this Agreement, file with the Clerk of the BOARD a physician's statement from an appropriately licensed New York State physician of her choice certifying to the physical and mental competency of the SUPERINTENDENT to perform the duties and exercise the powers of his position. The cost of said medical report is to be borne by the DISTRICT. In the event such statement is not filed within the above-referenced period, the BOARD may immediately terminate this Agreement and the employment of the SUPERINTENDENT. This provision is not intended to limit in any manner the BOARD's right to direct a medical examination pursuant to Section 913 of the Education Law. The BOARD shall keep the results of this physical examination confidential to the extent allowable by law except that the same may be used as necessary to enforce the terms of this Agreement and to ensure the fitness for duty of the SUPERINTENDENT.

19. Extended Illness or Disability

- (a) Should the SUPERINTENDENT be unable to perform her duties, with or without reasonable accommodations, by reason of illness or other cause and such disability continues for a period in excess of six (6) months, or is permanent or of such a nature as to make the performance of his duties impossible, the BOARD may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations of the parties hereunder shall cease and terminate, except that termination pursuant to this paragraph shall not affect the SUPERINTENDENT's right to receive disability benefits pursuant to paragraph 16(b) of this Agreement.
- (b) The parties agree that the determination as to whether the SUPERINTENDENT's illness or disability is permanent or of such a nature as to make the performance of his duties impossible as set forth in paragraph (a) above shall be made by the chief physician of the department in the appropriate specialty at the Westchester Medical Center after examination of the SUPERINTENDENT. The DISTRICT shall pay for the expense of the examination of the SUPERINTENDENT and for the physician's report.

20. Professional and Civic Organizations

- (a) The SUPERINTENDENT shall be entitled to attend appropriate professional meetings at the local, state and national level upon reasonable notice to the BOARD and the reasonable expenses of such attendance shall be paid by the DISTRICT. Attendance at national conferences shall be limited to two (2)

national conferences during each year of the Agreement and attendance at state conferences shall be limited to three (3) state conferences in each year of the Agreement unless otherwise approved by the BOARD. The BOARD shall pay the annual dues of membership of the SUPERINTENDENT for membership in up to three professional associations and such any other organizations as the BOARD may approve. The SUPERINTENDENT is authorized to incur reasonable expenses for attendance at conferences and otherwise in the discharge of her duties and shall be reimbursed for such expenses upon presentation of documentation in accordance with BOARD policy. The SUPERINTENDENT with the BOARD's prior approval and consistent with BOARD policy may attend in-service and continuing education programs at DISTRICT expense.

- (b) The BOARD also desires and expects that the SUPERINTENDENT will be engaged actively in the community. As a result, the BOARD shall pay the cost of membership and related fees and expenses for the SUPERINTENDENT to participate in civic, business and service organizations in community where there is a benefit to the DISTRICT of such memberships and/or participation.

21. Business Equipment and Technology

The BOARD will supply the SUPERINTENDENT with the technology and equipment necessary to perform the duties of SUPERINTENDENT. The technology and equipment provided to the SUPERINTENDENT shall be DISTRICT-owned equipment and the SUPERINTENDENT shall return the technology and equipment to the DISTRICT at the end of her employment in the DISTRICT. The technology and equipment may include but not be

limited to an office computer, office printer, office facsimile/scanner machine, smartphone, tablet, laptop computer, and home facsimile/scanner machine.

22. Travel and Relocation Expense

In the event that the SUPERINTENDENT establishes a residence in the City of Poughkeepsie, she shall be reimbursed for incurred moving and relocation expenses in the amount of up to \$12,000.00. Moving and relocation expenses shall include expenses associated with temporary housing during the period of relocation.

23. Business Expense Reimbursement

It is anticipated and agreed that the SUPERINTENDENT will from time to time incur certain expenses while conducting the official business of the DISTRICT. The BOARD agrees to reimburse the SUPERINTENDENT for reasonable and necessary expenses incurred on behalf of the DISTRICT, in accordance with BOARD policy and subject to the approval of such expenses by the BOARD.

24. Evaluation

- (a) Within a reasonable time after the commencement of her employment and, thereafter, on or before September 1 of each subsequent school year of this Agreement, the SUPERINTENDENT shall provide to the BOARD a written statement of the annual goals that the SUPERINTENDENT intends to concentrate on during the upcoming school year. On or before October 1 of each year of this Agreement, the BOARD and the SUPERINTENDENT shall meet to agree on the annual goals and the form of the evaluation to be used to evaluate the SUPERINTENDENT.

(b) No later than July 31 of each year of the Agreement, the BOARD shall meet with the SUPERINTENDENT in executive session to conduct an evaluation of the SUPERINTENDENT. No later than May 1 of each year of this Agreement, the SUPERINTENDENT shall provide the BOARD with a self-appraisal of her performance for the contract year. The BOARD shall take this self-appraisal into account in conducting the evaluation of the SUPERINTENDENT's performance. The BOARD also shall base its evaluation of the SUPERINTENDENT's on her performance of and progress towards the goals established by the SUPERINTENDENT and the BOARD as set forth above and on general performance of the SUPERINTENDENT in carrying out her required duties and responsibilities pursuant to this Agreement. The SUPERINTENDENT shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the BOARD scheduled to discuss such evaluation.

(c) The SUPERINTENDENT's base salary shall be increased by one of the following percentages derived from the job performance rating indicated in the BOARD's annual written evaluation of the SUPERINTENDENT's job performance commencing with the 2014-2015 school year:

0% for "Unsatisfactory" job performance

0.75% for "Satisfactory" job performance

1.00 % for "Good" job performance

2.0% for "Excellent" job performance

(For example, in the event that the SUPERINTENDENT received an excellent job performance for the 2013-14 school year, she would receive an increase of 2% of

her salary for the 2014-15 school year.)

- (d) The SUPERINTENDENT's base salary shall not be reduced from the previous year's amount upon annual review and determination.
- (e) At the discretion of the BOARD, the SUPERINTENDENT may be additionally compensated with a non-recurring, one-time, salary payment, in an amount determined by the BOARD, for extraordinary service performance. Notwithstanding the above, the BOARD may decide that in lieu of a non-recurring salary payment, the amount of such additional compensation shall be added to the annual base salary.
- (f) Any assessment or performance evaluation prepared pursuant to this paragraph shall be confidential to the extent allowable by law and shall be kept so by the BOARD and individual BOARD members.

25. NO FAULT TERMINATION

(a) Termination by Mutual Agreement.

Upon mutual written agreement by the BOARD and the SUPERINTENDENT, this Agreement may be terminated. If this Agreement is terminated by mutual agreement, the BOARD shall pay the SUPERINTENDENT all accrued remuneration and all accrued benefits and expenses that are unpaid as of the date of the termination of the Agreement.

(b) Termination by Resignation of the SUPERINTENDENT.



The SUPERINTENDENT agrees to provide at least ninety (90) days written notice to the BOARD in the event she unilaterally resigns as SUPERINTENDENT prior to this expiration of this Agreement. In the event that the SUPERINTENDENT terminates this Agreement by resignation, the BOARD shall prorate and pay the SUPERINTENDENT all accrued remuneration and all accrued benefits and expenses that are unpaid as of the date of termination of this Agreement.

(c) Termination by BOARD Without Cause.

The BOARD may terminate this Agreement without cause by giving the SUPERINTENDENT written notice at least ninety (90) days in advance of the effective date of termination. In the event that the BOARD terminates this Agreement without cause the BOARD shall pay the SUPERINTENDENT one year's salary and benefits, including tax shelter annuity, health and dental insurance, life insurance, long term disability insurance and retirement.

In the unlikely event that the BOARD terminates this Agreement prior to June 30, 2014, the SUPERINTENDENT shall be placed upon a paid administrative leave through June 30, 2014 and this Agreement shall end on June 30, 2014. The BOARD shall pay the SUPERINTENDENT one year's salary and benefits, including tax shelter annuity, health and dental insurance, life insurance, long term disability insurance and retirement commencing on the date that the BOARD

gives notice to the SUPERINTENDENT of its intention to terminate on June 30, 2014.

26. Termination for Just Cause

The BOARD may terminate the SUPERINTENDENT for just cause. The BOARD may terminate the SUPERINTENDENT for just cause only following a fair hearing before an impartial hearing officer and after charges voted on by no less than a quorum of the BOARD.

In the event the BOARD determines to terminate the SUPERINTENDENT for just cause (See Addendum "A" hereto for "just cause" standard), the following procedures shall control.

(a) The BOARD shall serve the SUPERINTENDENT with a particularized written statement of the charges against her.

(b) The BOARD shall appoint one of the following individuals to serve as hearing officer to hear the charges against the SUPERINTENDENT:

Howard Edelman;

Bonnie Siber Weinstock; and

Arthur Riegel.

(c) The SUPERINTENDENT shall have the right to elect a public or private hearing; the right to a minimum of thirty (30) days between the service of the charges and the commencement of any hearing hereunder; the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath; the right to present witnesses on her own behalf; the right to question witnesses against her by cross-examination; the right to present real and tangible evidence in the form of documents, papers and other such evidence; the right to

subpoena witnesses; and the right to receive without cost an accurate written transcript of each day of proceedings as recorded by a certified court stenographer.

- (d) The SUPERINTENDENT shall receive her full pay and benefits as provided by this Agreement until the final determination of the BOARD.
- (e) The decision of the hearing officer shall contain express findings of fact and, if appropriate, conclusions of law, as well as the hearing officer's recommendation regarding whether there is a basis for terminating the SUPERINTENDENT for just cause.
- (f) The BOARD shall review the decision of the hearing officer and shall accept, modify or reject the hearing officer's findings and recommendation by the adoption of the formal BOARD resolution within thirty (30) days of the date of receipt by the BOARD of the hearing officer's findings and recommendation. The decision of the BOARD shall be based exclusively upon the record of the proceeding.
- (g) The SUPERINTENDENT and BOARD acknowledge the importance of the superintendency and the role model status of the SUPERINTENDENT for students, staff and others in the school community. In the event that the SUPERINTENDENT is convicted of a crime involving moral turpitude, indecency or immorality, the SUPERINTENDENT acknowledges and agrees that said conviction constitutes just cause to terminate this Agreement.

(h) In the event that the SUPERINTENDENT is terminated pursuant to this paragraph, she shall not be entitled to payment for accrued sick leave or vacation leave or to health insurance except as otherwise may be required by law.

27. Indemnification

The SUPERINTENDENT shall be entitled to such rights of indemnification as provided by the applicable provisions of the Education Law and Public Officers Law, together with any other indemnification rights provided by any other applicable provisions of law.

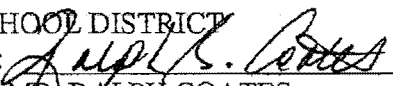
28. Written Agreement

This Agreement is the sole agreement between the parties concerning the terms and conditions of the SUPERINTENDENT's employment and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.

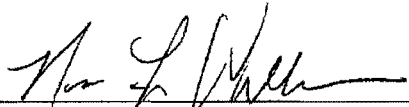
29. Severability

This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

Dated: May 29, 2013

BOARD OF EDUCATION OF THE POUGHKEEPSIE CITY  
SCHOOL DISTRICT  
By:   
MR. RALPH COATES  
BOARD OF EDUCATION PRESIDENT

Dated: May 29, 2013

By:   
DR. NICOLE WILLIAMS

## ADDENDUM "A"

The elements of the test for just cause discipline as described by arbitrator Carroll R. Daugherty in *Grief Bros. Cooperage Corp.*, 42 L.A. 555 (1974) are as follows:

1. Was the employee forewarned or given foreknowledge of the possible or probable disciplinary consequences of the conduct?
2. Was management's rule or order reasonably related to the orderly, efficient and safe operation of the business?
3. Prior to administering discipline, was an effort made by management to discover whether or not the employee did, in fact, violate a work rule or order?
4. Did management conduct a fair and objective investigation?
5. Was the evidence upon which discipline was predicated substantial?
6. Has management applied its rules, orders and penalties evenhandedly and in a non-discriminatory manner?
7. Was the degree of discipline administered reasonably related to the seriousness of the proven offense and the employee's service record with the company?