



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Goshen Central School District and Goshen Administrators Association (2001)**

Employer Name: **Goshen Central School District**

Union: **Goshen Administrators Association**

Local:

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

Expiration Date: **06/30/04**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

5118_06302004

SD
ADI

Goshen Central School District And
Goshen Administrators Association

EMPLOYMENT CONTRACT BETWEEN

GOSHEN CENTRAL SCHOOL DISTRICT

AND

GOSHEN ADMINISTRATORS' ASSOCIATION

JULY 1, 2001 - JUNE 30, 2004

RECEIVED

DEC 01 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

10

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I Recognition	1
II Collective Negotiations	1
III Grievance Procedure	1
IV Dues Deduction	2
V Administrators' Files	2
VI Compensated Leave	2
6.1 Bereavement Leave	2
6.2 Personal Leave	3
6.3 Sick Leave	3
6.3A Sick Leave Bank	4
6.4 On-The-Job Injury	4
6.5 Family Illness	4
6.6 Sick Leave Status Notice	4
6.7 Jury Duty	4
VII Leave Without Pay	4
7.1 Child Care Leave	5
VIII Insurance and Annuity	5
8.1 District Provided Health Insurance Plan	5
8.2 Retiree Health Insurance	5
8.3 Dual Family Coverage Restriction	6
8.4 Dental/Optical Insurance	6
8.5 Tax Sheltered Annuity	7
8.6 Section 125 IRC Plan	7
8.7 Life Insurance	7
8.8 Destruction, Damage and Vandalism of Property	7
IX Board Meetings	8
X Evaluation of Administrators	8
XI Salary	8
11.1 Annual Salary Rates	8
11.2 New Appointees	8
11.3 Salary Notice	8
11.4 Special Salary Election	9
XII Work Year	10
XIII Tuition Reimbursement	11
XIV Miscellaneous Provisions	11
XV Duration of Agreement	12
Appendix "A" - Salary Schedule	12

GOSHEN ADMINISTRATORS ASSOCIATION AGREEMENT 2001-2004

ARTICLE I - RECOGNITION

The District, having determined that the Goshen Administrators' Association is supported by a majority of the administrators of the Goshen Central School District, hereby recognizes the Goshen Administrators' Association as the exclusive negotiating agent for all building principals and assistant principals, for the Directors of Special Education, Physical Education and Athletics and the Assistant Directors of Special Education, pursuant to the Board's Resolution of Recognition, dated October 4, 1982.

ARTICLE II - COLLECTIVE NEGOTIATIONS

2.1 Negotiations for all contracts succeeding this document shall commence no later than February 15th of the last year of said agreement.

2.2 The District agrees not to negotiate with any employee group or organization other than the Association, in regards to wages, hours, the terms or conditions of employment of employees in the unit represented by the Association.

2.3 The District agrees to make available to the Association, through the Superintendent, any public information. Other information and materials requested by the Association for negotiating purposes may be released with the consent of the Superintendent.

ARTICLE III - GRIEVANCE PROCEDURE

A. Stage I - An administrator having a grievance will submit it in writing to the Superintendent, either directly or through a representative. The Superintendent shall respond in writing within ten (10) school days.

B. Stage II - If the matter is not resolved, the grievant or his/her representative will file an appeal in writing with the Board of Education within ten (10) school days. The Board of Education shall respond in writing in a timely fashion.

C. Stage III - If the matter is still not resolved, it may be submitted by either party to binding arbitration in accordance with the rules of the American Arbitration Association.

D. It is agreed by the parties that the arbitrator shall only have jurisdiction to determine whether the act or circumstances complained of violated the Collective Negotiations Agreement.

E. The cost of the arbitrator and of the administrative tribunal shall be shared equally by the respective parties.

ARTICLE IV - DUES DEDUCTIONS

The District will deduct from the salaries of the Association members the association dues as provided for under the Civil Service Law. The District will deduct dues in ten (10) equal installments during the period November through March, and submit a check in the total amount of all dues to the Association Treasurer at the end of the ten (10) pay periods. The list of names and amounts to be deducted will be submitted by the Association's Treasurer to the District on or about October 13th.

ARTICLE V - ADMINISTRATORS' FILES

Administrators shall have the right, upon reasonable notice, to review the content of their personnel files and to submit a written comment to anything contained therein which shall be included as part of their official file. With the exception of confidential placement materials, upon request, a copy of anything contained in the administrator's personnel file shall be provided to the administrator.

ARTICLE VI - COMPENSATED LEAVE

6.1 BEREAVEMENT LEAVE

Administrators shall receive up to four (4) days leave, as needed, in the event of death in the immediate family - "immediate family" defined as spouse, parents, grandparent, grandchild, child, sister, brother or corresponding in-law. Such leave is available upon each such death in the immediate family. Bereavement days are not cumulative and shall not be deducted from sick leave or personal leave.

6.2 PERSONAL LEAVE

Administrators shall receive three (3) days leave in each school year. Written notice must be submitted to the Superintendent forty-eight (48) hours in advance except in an emergency. No reasons need be given for taking personal leave; however, each administrator will certify that the personal business could not be performed on other than school time.

Unused personal days shall be credited at the end of each school year to the administrator's accumulated sick leave.

Personal leave will not be granted the day before or the day following scheduled school vacations or holidays. The Superintendent shall have the discretion to waive this clause upon written application of an individual administrators.

The District shall have the right to limit the number of administrators taking personal leave on any given day to two (2) persons.

6.3 SICK LEAVE

Administrators shall be entitled to eighteen (18) days of leave for personal illness during the fiscal year.

The unused sick leave days shall be accumulated to two hundred forty (240) days. After an administrator's accumulation has reached two hundred forty (240) days, unused sick leave shall be accumulated in accordance with the following formula:

Seven (7) days each school year minus the number of days absent (for any purpose) in that year.

Any employee shall be entitled to utilize cumulative paid sick leave for her absence directly resulting from disability incident to pregnancy and birth. Such paid sick leave shall commence a reasonable period prior to the birth and terminate a reasonable period after the birth, provided that the employee submits medical verification of the disability and its duration reasonably satisfactory to the District.

6.3A SICK LEAVE BANK

All GAA members will be members of the sick bank. The bank shall be renewable to its maximum number of days (180) as follows:

The renewal of the sick bank when it falls below the level of 180 days shall be by contributions of two (2) days of sick leave by each unit member, followed by up to fifty (50) days by the District in any given year. For the year 2001-2002, the District shall contribute the difference between 180 days and the 136 days that would then be in the sick leave bank by reason of unit member contributions.

Members will be eligible to withdraw days at the discretion of a committee composed of one GAA representative and two Board or Central Office representatives, based upon having suffered

a catastrophic illness or a catastrophic injury. There shall be a limit of ninety (90) days per use. There shall be a limit of 180 days per user in the aggregate during the user's career in the District.

First year unit members shall not be entitled to participate in the sick leave bank unless they were employed in the District immediately prior to being appointed to a position in the bargaining unit.

In the event the sick bank is terminated, all administrators will immediately have returned their pro-rated share of the sick leave bank days.

6.4 ON-THE-JOB INJURY

If the administrator is unable to work as a result of an on-the-job accident and the injury is deemed eligible for Workers' Compensation benefits, the consequent absence of such administrator shall be charged to his/her accumulated sick leave account at one-half (½) day for each day of absence. This half rate shall continue for the period during which Workers' Compensation benefits are paid. The Workers' Compensation benefits shall be remitted to the District. Beyond the period of Workers' Compensation benefits eligibility, sick leave will be deducted at the normal rate.

6.5 FAMILY ILLNESS

Any administrator who is absent from duty because of illness of spouse, child or parent may be permitted to use up to four (4) days of his/her annual sick leave entitlement for said purpose.

6.6 SICK LEAVE STATUS NOTICE

The District will furnish to each administrator a report, by August 15th, showing the status of sick leave as of July 1.

6.7 JURY DUTY

An administrator will be granted time off while performing jury duty or when he/she is required by subpoena to serve as a witness. During such jury service, the employee will continue to receive full pay reduced by the amount of compensation received for jury duty; provided, however, that the employee shall receive credit for reasonable and necessary expenses incurred in connection with his/her performing jury duty not to exceed the amount of jury duty pay. The employee shall submit a claim form with necessary receipts in order to obtain such credit.

ARTICLE VII - LEAVE WITHOUT PAY

7.1 CHILD CARE LEAVE

A unit employee may request child care leave of absence not to exceed two (2) years, provided that three (3) months advance written request be submitted specifying, respectively, the first day upon which the leave is to commence and the first day upon which it is to terminate. All child care leaves of absence must terminate on the first day of the school year in September, or the first day of the second semester in January, unless the District has agreed, in writing, to a different termination date.

ARTICLE VIII - INSURANCE AND ANNUITY

8.1 DISTRICT PROVIDED HEALTH INSURANCE PLAN

The District agrees to pay the full amount of the individual employee's coverage and of the employee's dependent coverage. Health insurance coverage shall be at least equal in quality to that provided to other negotiating units with the Goshen Central School District, including their retirees.

Notwithstanding the above, unit members shall contribute \$150.00 per year towards the cost of individual and \$300.00 per year towards the cost of family health premiums effective January 1, 2002.

8.2 RETIREE HEALTH INSURANCE

Unit members who retire from the District on or after July 1, 1986, shall be entitled to a District contribution beyond 50% towards the cost of individual health insurance coverage and 35% towards the cost of family health insurance coverage, as follows:

Years of Service in the District*	Percentage of District Contribution Toward Individual/Family
5	60/40
7	100/60

* Refers to years of service in the District during which the unit member was entitled to receive health insurance benefits.

8.3 DUAL FAMILY COVERAGE RESTRICTION

Unit members whose spouse is entitled to coverage under the Orange-Ulster School District Health Plan shall be prohibited from receiving family health insurance coverage paid for by this District. Such employee shall be entitled to individual coverage at District expense if his/her spouse, likewise, elects individual coverage. If the spouse is subject to the same restriction by contract, the spouse with the earlier birthday shall be entitled to the family coverage, or however such conflicts are determined by the Plan rules. However, if both spouses are employees of this School District, both may enroll for individual coverage or either one may elect to be the covered employee for a single family coverage. Notwithstanding the above, this dual coverage restriction shall not apply if the effect would be: to leave the spouse's children uninsured by reason of how custody and support issues have been determined by the parents or a court of law; would act to preclude coverage in retirement; would result in an inability to be insured by reason of a spouse's coverage maximum being exhausted; and shall not result in forcing the spouse to relinquish coverage, until the window period for a change-over occurs. An employee who is ineligible for coverage by reason of the restriction set forth above shall be entitled to receive a separate payment of \$1,800.00 per year in ten (10) monthly installments, to be paid between July 1 and June 30. The \$1,800.00 payment may be redirected, in whole or in part, to the employee's Section 125/129 IRC accounts. Such election shall be in accordance with the Plan's rules and regulations.

8.4 DENTAL/OPTICAL INSURANCE

Effective July 1, 1985, the District shall contribute for each participating administrator to a fund to be administered by the Goshen Teachers' Association for the payment of dental/optical and/or health insurance. Effective July 1, 1992 the District's contribution shall be at least equal to that required for participation in a dental/optical and/or health insurance plan administered by the Goshen Teachers' Association or by the District. Administrators may elect coverage under either the Goshen Teachers' Association plan to the Uni-Ben plan.

While the District's Chief Financial Officer shall have complete access to all Goshen Teachers' Association record and accounts concerning said funds, the Goshen Teachers' Association shall be responsible for the proper use and accounting of said funds and shall hold the District harmless from any liability or litigation involving said funds or their use.

8.5 TAX SHELTERED ANNUITY

The District shall continue to provide a tax sheltered annuity program.

8.6 SECTION 125 IRC PLAN

Immediately upon ratification of this Agreement, the District shall implement a Section 125 Internal Revenue Code Flexible Benefit Plan. The Plan shall include salary reduction for premium payments (if applicable); payments for unreimbursed medical expenses (with a minimum of \$200.00 and a maximum of \$3,000.00 per annum); and dependent care pursuant to Internal Revenue Code Section 129.

8.7 LIFE INSURANCE

The District shall purchase group life insurance covering each unit member with a term life insurance policy in the face amount of \$100,000.00; the premium for said policy to be paid in full by the District. Individual members who leave the District may retain coverage by assuming policy costs. The individual member in whose name the policy is issued shall be the rightful owner of the policy. This benefit shall be implemented as soon as practicable, but no later than January 1, 1999.

8.8 DESTRUCTION, DAMAGE AND VANDALISM OF PROPERTY

A. The District shall reimburse administrators for the cost, per incident, not exceeding \$250.00, of wearing apparel, watches or eyeglasses damaged or destroyed as a result of an assault suffered by him/her or while discharging his/her duties within the scope of his/her employment.

B. The District shall provide that any administrator who suffers a loss by reason of damage or destruction of his/her automobile parked on school premises, while s/he is on duty, be compensated for damages, up to \$250.00, per incident; subject to proof of a verifiable claim. Notice of such damage shall be given to the Superintendent in writing within twenty-four (24) hours or the next work day following said incident.

C. Limits for such compensation are, as described above, per incident and in the aggregate for the unit, \$1,000.00 per year.

ARTICLE IX - BOARD MEETINGS

9.1 Unit members shall attend Board meetings as required by the Superintendent's directives prior to the respective meetings.

ARTICLE X - EVALUATION OF ADMINISTRATORS

10.1 All members of the unit shall be informed in writing by October 30th of each year of the evaluative procedures, instruments to be used, and designated evaluators of unit members.

10.2 An evaluation conference shall be held between the evaluator and the unit member prior to finalizing a written evaluation.

ARTICLE XI - SALARY

11.1 ANNUAL SALARY RATES

A. For each of the contract years 2001-2002, 2002-2003 and 2003-2004, each unit member shall receive the dollar amount increases in salary as set forth in Appendix "A" hereto.

B Upon acceptance of the evaluation of Administrator's Plan, each unit member shall receive an additional \$250.00 salary increase as referenced at Section 12.1 (e.g., effective July 1, 1999).

C. Unit members hired before February 1st of the school year preceding a July 1st raise date will receive the raise on that date, while those hired between February 1st and June 30th shall not receive a raise until the next following raise date.

11.2 NEW APPOINTEES

New appointees to administrative positions shall have their salaries determined through the mutual agreement of the appointees and the Board of Education.

11.3 SALARY NOTICE

Administrators will receive a salary notice, indicating their total salary and the specific elements included in the computation as soon as practicable after the beginning of the fiscal year.

11.4 SPECIAL SALARY ELECTION

Each certified administrator with at least fifteen (15) years of service in the Goshen Central School District shall be eligible to elect to receive a salary raise equal to \$100.00 per year of service with the Goshen Central School District, payable the year following the administrator's written request for this benefit. During the school year immediately following the payment of the special salary election, any amount attributable to exercising

the election shall be reduced from that year's pay as well as all future years' pay. Each unit member shall be entitled to exercise this special salary election only once during the time of his/her employment in the District.

ARTICLE XII - WORK YEAR

12.1 The parties agree to establish a joint committee comprised of two (2) Association representatives and two (2) District representatives, to develop a fair and comprehensive administrator evaluation process. The committee shall be co-chaired by one representative selected by each party. The committee shall recommend evaluation procedures, an evaluation form and evaluation criteria. Every effort will be made to submit recommendations to the District and Association on or before April 1, 1999, in anticipation of implementation by the District, effective September 1999. If a mutually agreed upon form is submitted to the District and the Association, the salary of each member of the unit shall be increased by an additional \$250.00 effective July 1, 1999.

12.2 Paid holidays shall be those established by the District calendar for CSEA units.

12.3 Effective July 1, 2001, twenty-three (23) days of paid vacation shall be made available for each school year completed by a building principal and twenty-two (22) days of paid vacation shall be made available for each school year completed by all other bargaining unit members, effective July 1, 2001. Unused vacation days may be accumulated from one year to the next, but a maximum of only five (5) vacation days in addition to an individual's annual vacation allotment may be taken in any one school year. Vacations are to be scheduled with the approval of the Superintendent of Schools.

12.4 Upon retirement from the District, for the purpose of receiving benefits from the Teachers Retirement System, unit members may convert into cash up to fifteen (15) accumulated vacation days, as well as the current year's remaining allotment (including any carry-over days from the previous year of vacation days) at the per diem rate of 1/240th of their annual salary. Vacation accumulation for this purpose shall be at the rate of up to three (3) days per year.

12.5 On an annual basis vacation days may be converted into cash payments at the per diem rate of 1/240th as follows:

2001-2002	1 day
2002-2003	up to 2 days.
2003-2004	up to 3 days
and thereafter.	

Days converted annually, up to three, shall be an offset against the number that may be accumulated towards payment upon retirement.

ARTICLE XIII - TUITION REIMBURSEMENT

13.1 Reimbursement for approved course credits, to a maximum of six (6) credit hours in any one school year, will be paid upon submission of evidence of successful course completion. Tuition reimbursement shall be paid based on the tuition rates at the commencement of the course. Tuition waivers issued to the administrator shall be used before reimbursement by the District is made. The costs of texts, supplies, travel, meals and other fees shall not be included in the reimbursement unless the course work is pursued at the order of the Superintendent.

13.2 Reimbursement for approved course credits beyond the provisions indicated above will be made under the following provisions:

- A. Eligible administrators will apply for acceptance and approval of the Superintendent and Board of Education of an Advanced Degree or certification program.
- B. The number of approved credits and terms of reimbursement schedule beyond the provisions of Item 1, above, shall be mutually agreed upon by the administrator and the District.
- C. In the event that a unit member who has received full tuition reimbursement for a Certificate of Advanced Studies (CAS), Ph.D. or Ed.D. and leaves employment in the District within two (2) years of acquiring a CAS or three (3) years of acquiring a Ph.D. or Ed.D., s/he shall reimburse the District for tuition paid by the District as follows:
 - 1. Certificate of Advanced Studies - 50% for leaving in the first year after acquisition and 25% for leaving in the second year after acquisition.
 - 2. Ph.D. or Ed.D. - 75% for leaving within the first year of acquisition, 50% for leaving within the second year following acquisition and 25% for leaving within the third year following acquisition.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

14.1 The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions, including the rules and regulations of the Commissioner of Education, the rules, regulation, by-laws and policies of the Board of Education and the statutes of the State of New York. If any provision of this Agreement is found to be contrary to law, such provisions shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Contract shall remain in effect.

14.2 Copies of the Agreement shall be printed at the expense of the District and given to all administrators now employed or hereafter employed by the District within a reasonable time after its execution or their employment, whichever shall occur later.

14.3 There shall be no smoking in the Administrative Offices of the several school buildings of the District.

14.4 The District and the GAA are committed to pursuing Blue Ribbon School status recognition for each school building. In their leadership roles, administrators shall give priority to those matters that will lead to achieving Blue Ribbon School status.

ARTICLE XV - DURATION OF AGREEMENT

15.1 This Agreement shall be effective as of July 1, 2001 and shall continue in effect through June 30, 2004.

15.2 This Agreement shall constitute the full and complete agreement between the parties hereto and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

PRESIDENT, BOARD OF EDUCATION

SUPERINTENDENT OF SCHOOLS

**Duly Authorized Representatives
of the Goshen Central School District**

ASSOCIATION PRESIDENT

**Duly Authorized Representative
of the Goshen Administrators'
Association**

" APPENDIX "A"*

POSITION	2001/2002	2002/2003	2003/2004
High School Principal	\$93,598	\$99,214	\$105,167
Middle School Principal	\$87,344	\$92,585	\$ 98,140
Intermediate School Principal	\$90,010	\$95,411	\$101,135
Scotchtown Avenue School Principal	\$82,998	\$87,978	\$ 93,257
Director of Pupil Personnel Services	\$84,000	\$89,040	\$94,382
Director of Athletics	\$76,956	\$81,573	\$ 86,468
High School Assistant Principal	\$71,762 <i>74,000</i>	\$76,068	\$ 80,632
Middle School Assistant Principal	\$68,000	\$72,080	\$ 76,405

* The salaries set forth above are specific to the current incumbents in each position that appears.