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Contract Database Metadata Elements

Title: **Hastings-on-Hudson Union Free School District and Hastings-on-Hudson Administrators Association (2012) (MOA)**

Employer Name: **Hastings-on-Hudson Union Free School District**

Union: **Hastings-on-Hudson Administrators Association**

Local:

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**HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
Hastings-on-Hudson, New York 10706**

**NEGOTIATIONS BY AND BETWEEN
HASTINGS ADMINISTRATORS ASSOCIATION (HAA)
AND
HASTINGS BOARD OF EDUCATION (BOARD)**

**Response to HAA Proposal
Dated May 2012**

ARTICLE II – COLLECTIVE NEGOTIATIONS

1. Change dates to: July 1, 2012 – June 30, 2015.

ARTICLE V – WORKING CONDITIONS

A. Term of Employment

1. Administrators shall be employed for a period of twelve (12) months each year.
4. Administrators may carry over from year to year accrued unused vacation days with the approval of the Superintendent of Schools.

E. Health Insurance

1. For the 2012-2013 school year, members of the administrative bargaining unit opting for health insurance coverage under the terms of this agreement shall be obligated to pay 13% of the premium through payroll deduction. For the 2013-2014 school year, members of the administrative bargaining unit opting for health insurance coverage under the terms of this agreement shall be obligated to pay 14% of the premium through payroll deduction. For the 2014-2015 school year, members of the administrative bargaining unit opting for health insurance coverage under the terms of this agreement shall be obligated to pay 15% of the premium through payroll deduction.

For each of the above years, the Board shall pay the remaining percentage of the New York State Health Insurance Plan premiums for all administrators who wish to participate in this plan (individual and family).

ARTICLE VII – SALARIES

1. Remove current language in all of section 1.
 - (a) Replace with: Administrators will advance two steps yearly as per the Annual Salary Matrix attached.
 - (b) In order to qualify for the annual step increase or cost of living adjustment set forth in each year of this contract, an administrator cannot receive a final evaluation of “ineffective.”
 - (c) Salaries for the school years 2012-2013, 2013-2014, and 2014-2015 shall be determined based upon the annual salary matrix for each year hereto attached as Appendix A3. There are no cost-of-living increase for the life of this contract.

ARTICLE X – PROVISIONS REGARDING EDUCATION LAW 3012-C

Remove all language and replace with:

1. The parties agree that Education Law 3012-c applies to principals. The parties further agree that for the 2012-2013 school year, only the district’s principals shall be evaluated based upon the Multi-Dimensional (MPPR) rubric, subject to further negotiations regarding the implementation of the MPPR as allowed by law. Administrators other than principals shall continue to be evaluated in accordance with the current evaluation process. The parties will meet before the close of the 2012-2013 school year to decide as to whether the MPPR or another approved rubric will be used for the evaluation of principals in the subsequent school year.
2. APPR – The rubric selection and appeal process are set forth in the annexed Appendix A. The Principals Improvement Plan is set forth in Appendix B. It is agreed that the rubric selected is for the 2012-2013 school year only and shall sunset on June 30, 2013. The parties agreed to commence negotiations no later than April 1, 2013 to negotiate the rubric for the 2013-2014 school year as well as to propose any modification to the PIP or appeal process. The latter two items do not sunset but may be modified by mutual agreement.
3. The point distribution, scoring bands, the local 20 points and any other items required to be collectively bargained will be negotiated by the parties, with the goal of having them in place by July 1, 2012.

Appendix A3
July 1, 2012- June 30, 2015 Administrator's Salary Matrix

Step	Athl Dir	Elem AP	MS AP	HS AP	Elem P	Dir Spec Ed Dir Curr	MS P	HS P
1	\$89,606	\$97,746	\$109,547	\$109,882	\$123,144	\$126,210	\$130,103	\$135,055
2	\$90,502	\$98,724	\$110,644	\$110,981	\$124,374	\$127,472	\$131,405	\$136,405
3	\$91,407	\$99,712	\$111,749	\$112,091	\$125,620	\$128,747	\$132,718	\$137,770
4	\$92,321	\$100,709	\$112,866	\$113,212	\$126,876	\$130,034	\$134,045	\$139,145
5	\$93,244	\$101,715	\$113,997	\$114,345	\$128,143	\$131,335	\$135,384	\$140,538
6	\$94,177	\$102,734	\$115,134	\$115,488	\$129,426	\$132,649	\$136,739	\$141,943
7	\$95,118	\$103,760	\$116,286	\$116,642	\$130,719	\$133,975	\$138,106	\$143,363
8	\$96,069	\$104,798	\$117,449	\$117,809	\$132,028	\$135,314	\$139,486	\$144,796
9	\$97,030	\$105,845	\$118,624	\$118,985	\$133,347	\$136,667	\$140,881	\$146,244
10	\$98,000	\$106,905	\$119,811	\$120,176	\$134,680	\$138,034	\$142,290	\$147,706
11	\$98,980	\$107,974	\$121,009	\$121,380	\$136,028	\$139,415	\$143,714	\$149,185
12	\$99,970	\$109,053	\$122,219	\$122,593	\$137,386	\$140,809	\$145,151	\$150,675
13	\$100,970	\$110,143	\$123,441	\$123,819	\$138,762	\$142,217	\$146,601	\$152,181
14	\$101,980	\$111,245	\$124,675	\$125,056	\$140,149	\$143,638	\$148,069	\$153,703
15	\$102,999	\$112,357	\$125,922	\$126,307	\$141,551	\$145,075	\$149,548	\$155,241
16	\$104,029	\$113,482	\$127,180	\$127,570	\$142,965	\$146,526	\$151,044	\$156,794
17	\$105,070	\$114,616	\$128,452	\$128,845	\$144,394	\$147,991	\$152,556	\$158,361
18	\$106,120	\$115,763	\$129,737	\$130,134	\$145,840	\$149,473	\$154,080	\$159,945
19	\$107,182	\$116,920	\$131,035	\$131,437	\$147,297	\$150,967	\$155,621	\$161,544
20	\$108,253	\$118,088	\$132,345	\$132,750	\$148,771	\$152,477	\$157,178	\$163,161
21	\$109,336	\$119,270	\$133,668	\$134,078	\$150,257	\$154,002	\$158,749	\$164,790
22	\$110,429	\$120,463	\$135,006	\$135,418	\$151,761	\$155,540	\$160,337	\$166,440
23	\$111,534	\$121,668	\$136,355	\$136,774	\$153,278	\$157,097	\$161,941	\$168,105
24	\$112,649	\$122,884	\$137,718	\$138,141	\$154,813	\$158,668	\$163,560	\$169,785
25	\$113,775	\$124,114	\$139,095	\$139,522	\$156,360	\$160,254	\$165,196	\$171,483
26	\$114,913	\$125,354	\$140,486	\$140,918	\$157,924	\$161,857	\$166,847	\$173,198
27	\$116,062	\$126,608	\$141,892	\$142,326	\$159,503	\$163,475	\$168,514	\$174,930
28	\$117,223	\$127,873	\$143,310	\$143,749	\$161,097	\$165,111	\$170,201	\$176,679
29	\$118,395	\$129,153	\$144,743	\$145,187	\$162,708	\$166,761	\$171,904	\$178,445
30	\$119,579	\$130,445	\$146,191	\$146,640	\$164,335	\$168,428	\$173,622	\$180,230
31	\$120,775	\$131,748	\$147,653	\$148,105	\$165,980	\$170,113	\$175,358	\$182,032
32	\$121,983	\$133,066	\$149,130	\$149,586	\$167,638	\$171,813	\$177,111	\$183,853
33	\$123,203	\$134,396	\$150,622	\$151,082	\$169,314	\$173,532	\$178,883	\$185,692
34	\$124,435	\$135,741	\$152,126	\$152,592	\$171,009	\$175,267	\$180,671	\$187,550
35	\$125,679	\$137,098	\$153,649	\$154,119	\$172,720	\$177,020	\$182,477	\$189,423
36	\$126,936	\$138,469	\$155,185	\$155,659	\$174,446	\$178,790	\$184,303	\$191,317
37	\$128,205	\$139,854	\$156,737	\$157,216	\$176,190	\$180,578	\$186,147	\$193,231
38	\$129,487	\$141,251	\$158,305	\$158,789	\$177,953	\$182,383	\$188,009	\$195,164
39	\$130,782	\$142,665	\$159,886	\$160,376	\$179,731	\$184,206	\$189,887	\$197,115
40	\$132,090	\$144,090	\$161,486	\$161,981	\$181,529	\$186,050	\$191,786	\$199,088

**APPENDIX A TO MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
AND THE ADMINISTRATIVE ASSOCIATION OF
HASTINGS ON HUDSON REGARDING EDUCATION LAW §3012
AND PART 30-2 REGENTS RULES APPR COMPLIANCE**

1. Appeals Process:
 - A. The Superintendent shall submit to each principal a draft evaluation for discussion no later than July 15th of each school year. To the extent that either the State points (currently 20) or the local points (currently 20) are not ascertainable at this time, the evaluation shall reflect the 60 points or 80 points ascertainable.
 - B. The Superintendent shall meet with the principal to review the draft evaluation within 5 work days [which do not include vacation days or holidays] of presentation. If there is any disagreement as to the ratings contained in the evaluation, within 10 work days of the meeting the principal may submit any evidence, artifacts or other evidence to the Superintendent. Within 10 work days of such submission or if nothing is submitted within 10 work days of the meeting, the Superintendent shall submit to the principal the final evaluation.
 - C. A principal who receives an ineffective or developing rating on their APPR shall be entitled to appeal their annual APPR rating, based upon a paper submission to the Superintendent of Schools, who shall be trained in accordance with the requirements of statute and regulations and also possess either an SED or SDL Certification. The evaluation of the principal shall be done by duly trained and certified Superintendent.
 - D. The appeal must be brought in writing, specifying the area(s) of concern, but limited to those matters that may be appealed as prescribed in Section 3012-c. of the Education Law. However, procedural violations only may be grieved under the collective bargaining agreement. Further, a principal who is placed on a Principal Improvement Plan (“PIP”) shall have a corresponding right to appeal concerns regarding the PIP in accordance with the requirements set forth in Section 3012-c of the Education Law.
 - E. An appeal of an evaluation or a PIP must be commenced within fourteen days of the presentation of the final evaluation to the principal or else the right to appeal shall be deemed waived in all regards.
 - F. The superintendent shall respond to the appeal with a written answer granting the appeal and directing further administrative action or deny the appeal. In the event that the principal is unsatisfied with the result of the appeal, a further appeal may be taken to the Board of Education within two weeks of receipt of the Superintendent’s designee’s decision upon the appeal.

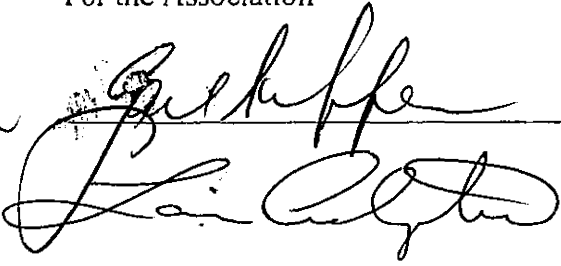
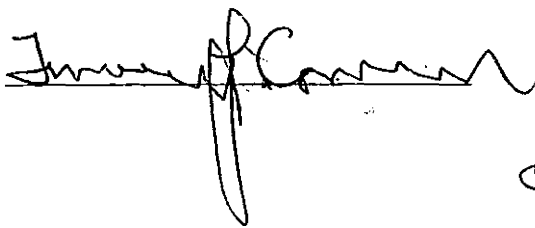
- G. The Board of Education shall make its decision in writing regarding the further appeal within two weeks of receipt of that appeal. The decision of the Board so long as the decision is made within the timeframe set forth in this paragraph shall be final and binding in all regards and shall not be subject to review at arbitration, before any administrative agency or in any court of law.
- H. 1. Notwithstanding the above, in the event that a tenured principal has received two consecutive ineffective APPR evaluation ratings, the second tier appeal shall be to an arbitrator selected on a rotating basis from the following list, based on order and reasonable timeframe of availability: Bonnie Siber-Weinstock, Ira Lobel, and Howard Edelman, who shall make a final and binding decision upon the appeal of the APPR evaluation and/or the principal improvement plan. In the event that the district then proceeds to a probable cause finding under section §3020-a of the education law, and determines to conduct such a hearing, the arbitrator who ruled upon the appeal shall be jointly selected by the principal and the district to be the section 3020-a hearing officer. 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, so long as the identical issue wasn't resolved in the level 2 appeal or clearly should have been presented in the level 2 appeal but was not. It is expected that the cost of said hearing shall be paid for in accordance with the provision of the education law.
2. In order to take advantage of the procedure outlined in H(1) above, the principal must consent to the use of the arbitration panel should the district proceed to find probable cause under section 3020-a of the education law. If the administrator is unwilling to do so, the second tier appeal shall be heard by the superintendent.
3. Notwithstanding the above, in the event that an untenured principal has received two consecutive ineffective APPR evaluation ratings, the second tier appeal shall be to the Board of Education which shall make a final and binding decision upon the appeal of the APPR evaluation and/or the principal improvement plan.
2. The Local 60% Component of the Composite Score.
- A. The other 60% of the APPR composite score shall be based upon the ISSLC standards as set forth in Part30-2 Regents Rules.
- B. The parties have selected the Multidimensional Principal Performance Rubric for the 2012-13 school year. This provision sunsets on June 30, 2013. The rubric referenced in the preceding paragraph shall be annexed to the APPR document as Appendix "A" and the point weighting given to each NYSED approved leadership standard and to the criteria/evidence/artifacts necessary to support the four HEDI rating levels for each performance indicator shall be subject to ongoing negotiations.
3. The parties shall negotiate all remaining areas set forth as negotiable in Education Law 3012-c, including but not limited to, the Principal Improvement Plan and the local 20% measures/criteria/scoring subject to any PERB of these items.

4. As the Regulations are unclear as to what occurs in the event a new principal is appointed mid-year, the parties agree, subject to renegotiation if it is inconsistent with any future regulations or administrative or judicial decisions, that a principal who serves a half year or less shall not be subject to APPR for that period. Should the law or regulations require an APPR for that school year, it will be for the former principal.

So agreed this ^{June} 30th day of 2012

For the District

For the Association



**APPENDIX B TO MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
AND THE ADMINISTRATIVE ASSOCIATION OF
HASTINGS ON HUDSON REGARDING EDUCATION LAW §3012
AND PART 30-2 REGENTS RULES APPR COMPLIANCE**

Principal Improvement Plan

The **Principal Improvement Plan (PIP)** is a structured plan designed to identify specific concerns in instruction and outlines a plan of action to address these concern. The purpose of a PIP is to assist principals to work to their fullest potential. The PIP provides assistance and feedback to the principal and establishes a timeline for assessing its overall effectiveness.

A PIP must be initiated whenever a principal receives a rating of *developing or ineffective* in a year-end evaluation. Both the principal and the superintendent shall meet for an evaluation conference by no later than June 30th of the school year where the *developing or ineffective* evaluation is discussed. A PIP shall be designed by the principal and the superintendent in collaboration with the president of the Association or his/her designee over the course of the summer.

The PIP must be in place no later than September 10 of the following school year. An initial conference shall be held at the beginning of the school year where the PIP is discussed, signed and dated at the beginning of its implementation.

The principal must be offered the opportunity for a peer mentor chosen from the Association. The principal will select the mentor, with the approval of the Superintendent and the Association President. The mentor and the principal will collaborate during the first quarter. All dealings between the mentor and the principal will be confidential.

After the first quarter of principal/mentor collaboration, the Superintendent will assess the effectiveness of the intervention and the level of improvement. Based on that assessment, the PIP may be adjusted appropriately and quarterly meetings among all parties will continue. At the end of the year, if the PIP goals are met, it will terminate. The culmination of the PIP will be communicated in writing to the principal. Both parties will sign the PIP at the end of the school year.

If the principal is rated as *developing or ineffective* for any school year in which a PIP was in effect, a new plan will be developed by the principal and the Superintendent in collaboration with the Association according to these guidelines for the subsequent school year.

The PIP must consist of the following components:

- I. **SPECIFIC AREAS FOR IMPROVEMENT:** Identify specific areas in need of improvement. Develop specific, behaviorally written goals for the principal to accomplish during the period of the Plan.
- II. **EXPECTED OUTCOMES OF THE PIP:** Identify specific recommendations for what the principal is expected to do to improve in the identified areas. Delineate specific, realistic, achievable activities for the principal.
- III. **RESOURCES:** Identify specific resources available to assist the principal to improve performance. Examples: colleagues; courses; workshops; peer visits; materials; etc.
- IV. **RESPONSIBILITIES:** Identify steps to be taken by Superintendent and the principal throughout the Plan. Examples: school visits by the Superintendent; supervisory conferences between the principal and Superintendent; written reports and/or evaluations, etc.
- V. **EVIDENCE OF ACHIEVEMENT:** Identify how progress will be measured and assessed. Specify next steps to be taken based upon whether the principal is successful, partially successful or unsuccessful in efforts to improve performance.
- VI. **TIMELINE:** Provide a specific Timeline for implementation of the various components of the PIP and for the final completion of the PIP. Identify the dates for preparation of written documentation regarding the completion of the Plan.

SAMPLE COMPONENTS OF A PRINCIPAL IMPROVEMENT PLAN

- I. **TARGETED GOALS: AREAS FOR IMPROVEMENT**
 1. Student Performance and/or Engagement
 2. Supervision of Staff
 3. Fiscal Management
 4. Community Relations

II. EXPECTED OUTCOMES

List of specific expectations related to targeted goals identified in Section I

III. RECOMMENDED ACTIVITIES

List of specific activities related to targeted goals identified in Section I

IV. RECOMMENDED RESOURCES

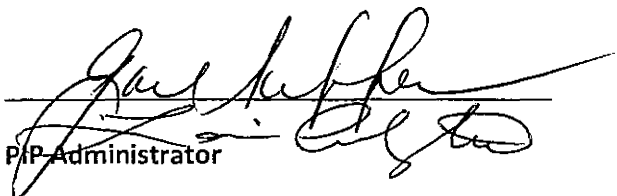
1. List specific materials, people, workshop to be used to support the PIP
2. Identify the instrument or rubrics used to monitor progress
3. Danielson video or online PD (*Educational Impact or ASCD*)
- 4.

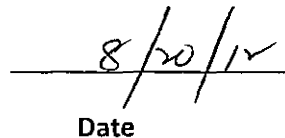
V. EVIDENCE OF ACHIEVEMENT

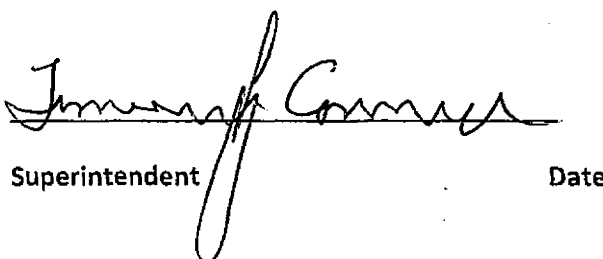
1. Identify how progress will be measured and assessed
2. Specify next steps to be taken based upon progress or lack thereof

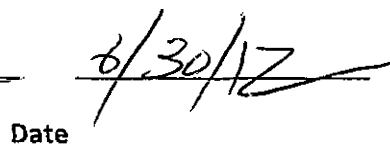
VI. TIMELINE FOR MEASURING ACHIEVEMENT OF EXPECTED OUTCOMES

1. Identify dates for school visitations consistent with APPR Plan
2. Identify dates for progress meetings with Superintendent related to each identified targeted goal
3. Identify dates for quarterly assessment of overall progress


PIP Administrator


Date


Superintendent


Date