



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: **Voorheesville Central School District and Voorheesville Administrators Association, Empire State Supervisors & Administrators Association (ESSAA) (2013) (MOA)**

Employer Name: **Voorheesville Central Free School District**

Union: **Voorheesville Administrators Association, Empire State Supervisors & Administrators Association (ESSAA)**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **10683**

Unit Size:

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/>

AGREEMENT

between the

VOORHEESVILLE CENTRAL SCHOOL DISTRICT

and the

VOORHEESVILLE ADMINISTRATORS ASSOCIATION

July 1, 2013 – June 30, 2016

TABLE OF CONTENTS

Article	Page
1 Recognition Statement.....	1
2 Administrative Responsibilities.....	1
3 Administrative Work Year	1
4 Holidays.....	2
5 Vacation Leave	2
6 Sick Leave	3
7 Sick Leave Bank.....	3
8 Personal Leave.....	4
9 Family Illness.....	4
10 Bereavement Leave.....	4
11 Graduate Work	5
12 Health Insurance.....	5
13 Parental Leave of Absence.....	5
14 Sabbatical Leave	6
15 Cell Phones	6
16 Annual Evaluation.....	7
17 Professional Growth and Development.....	7
18 Salary Ranges & Other Compensation	7
19 Longevity	8
20 Execution of Agreement.....	9
21 Term	9
Signatures and Notarization.....	10
APPENDIX A:	
Crediting of Vacation Days: July 1, 2013; July 1, 2016.....	11
APPENDIX B:	
Salaries for Administrators on Staff: July 1, 2013; July 1, 2016.....	11

AGREEMENT, made by and between the Board of Education of the Voorheesville Central School District and the Voorheesville Administrators' Association.

ARTICLE 1

RECOGNITION STATEMENT

The Board of Education of the Voorheesville Central School District recognizes the Voorheesville Administrators' Association and its affiliation with the Empire State Supervisors & Administrators Association (ESSAA) Administrators included are:

Elementary School Principal
Middle School Principal
High School Principal
Middle School Associate Principal
High School Associate Principal
Director of Physical Education
Director of Curriculum
Transportation Supervisor/Supt. of Buildings and Grounds
Director of Technology
Director of Special Education

ARTICLE 2

ADMINISTRATIVE RESPONSIBILITIES

The Board of Education employs a number of Administrators that report directly and indirectly to the Superintendent of Schools. Under the direction of the Superintendent, the functions of these individuals are to improve instruction and curriculum, supervise and evaluate staff and programs, raise educational levels of students, assist teachers to recognize and satisfy the cognitive and affective needs of students. They work with the Superintendent to assist the Superintendent in carrying out the policies of the Board of Education.

ARTICLE 3

ADMINISTRATIVE WORK YEAR

The Administrative work year is from July 1 – June 30. For purposes of this contract, 240 days will be used as a base for 12-month Administrators, 220 days will be used as a base for 11-month Administrators and 200 days will be used as a base for 10-month Administrators.

Work days for ten- and eleven-month Administrators shall be as follows:

- a. Ten-month administrators shall work all student attendance days, and Superintendent Conference days. The Superintendent may require a ten-month administrator to work during student vacation days in exchange for having off a student attendance day. There are no paid vacation days for a

ten-month Administrator. Any additional work days shall be paid at 1/200 of annual salary.

- b. An eleven-month administrator shall work the same number of days as a ten month administrator plus twenty (20) more days in the summer. The Superintendent may require an eleven month administrator to work during student vacation days in exchange for having off a student attendance day. There are no paid vacation days for an eleven- month Administrator. The value of any additional days beyond the eleven-month work schedule shall be paid at 1/220 of annual salary.

ARTICLE 4

HOLIDAYS

All twelve-month Administrators will receive twelve paid holidays per year. Ten-month- and eleven-month Administrators will receive ten paid holidays per year.

ARTICLE 5

VACATION LEAVE

5.1 Vacation time shall accrue as follows:

- a. Each twelve month Administrator hired prior to July 1, 2013 will be granted twenty days (20) of vacation per year as of July 1 of his/her first year. After an Administrator's first year, one additional vacation day will be credited July 1 of subsequent years to a maximum total of twenty-six (26) days each year. Up to five (5) days may be carried forward into the next year. Twelve-month Administrators who are employed less than twelve (12) months during a fiscal year will have their vacation benefit prorated.
- b. Each twelve month Administrator hired on or after July 1, 2013, shall be credited with twenty (20) vacation days per year for each of the first three (3) years as an Administrator. A twelve (12) month Administrator who is employed less than twelve (12) months during a fiscal year will have vacation prorated. After an Administrator has served for three (3) years, one (1) additional vacation day will be credited July 1 of subsequent years to a maximum total of twenty-six (26) days each year.

5.2 Use of vacation days:

An Administrator may take up to ten (10) vacation days during student attendance days unless the Superintendent deems that the Administrator is needed on site for security or health and safety reasons. Requests for these days shall be submitted in writing to the Superintendent.

5.3 Unused vacation days

- a. A twelve (12) month Administrator may roll over a maximum of (5) five unused vacation days from one fiscal year to another fiscal year.
- b. There shall be no payment to an Administrator for unused vacation days unless an Administrator leaves active employment with the District. No Administrator shall be paid for more than five (5) unused vacation days when leaving active employment. If an Administrator leaves active employment, vacation time shall be prorated for that portion of the fiscal year in which the Administrator worked.

For example: An Administrator resigns from the District effective December 31st. and was credited with twenty-two (22) vacation days the previous July 1. The Administrator had used seven (7) vacation days up to December 31st. That Administrator has earned one half of a year of vacation (11 days). The Administrator will receive four (4) paid days of unused vacation (11-7=4 days).

Another example: An Administrator resigns from the District effective December 31st and was credited with twenty-two (22) vacation days the previous July 1. The Administrator used thirteen (13) vacation days prior to December 31st. The Administrator had earned one half year of vacation eleven (11) days). The Administrator would owe the District two (2) days pay because the prorated vacation days earned are two (2) days less than the vacation days taken (11-13= -2). The two (2) day adjustment would be deducted from the Administrator's last paycheck.

- 5.4 Ten-month and eleven-month administrators shall receive no vacation or vacation pay.

ARTICLE 6

SICK LEAVE

Each Administrator will accrue 15 days paid sick leave each year. Unused sick leave days may be accumulated to a total of 240. An Administrator who is employed less than 12 months will have this benefit prorated. Unused personal days will convert to sick days.

ARTICLE 7

SICK LEAVE BANK

- A. A sick leave bank shall be established for members of the VAA beginning July 1, 2011. This bank shall be separate and only for VAA members. To be eligible to contribute to this bank, an employee must have accumulated 15 days of sick leave by June 30th of the previous fiscal year of their contribution. Each VAA member may contribute a maximum of two sick days to the sick leave bank in any given school year by giving notice to the District on or before November 15.

At least one day must be contributed during the current and previous year for an employee to be eligible to withdraw days from the sick leave bank. The bank may be drawn down to zero days.

- B. No sick bank days may be used until 15 days accumulate in the bank. Days shall be credited to the bank, and charged to the employee's time, July 2 of the fiscal year. Sick leave bank days may be withdrawn with the Superintendent's written permission and only if there is a catastrophic reason. If the Superintendent denies a request, the request may be appealed to the Board of Education who shall respond by the next scheduled Board meeting.
- C. To withdraw credits, an employee must have exhausted all sick leave credits because of a long-term catastrophic illness or disability. An eligible employee may be granted the use of up to one-half the number of sick leave credits the employee had at the commencement of the fiscal year. The Superintendent may require medical or other supporting documentation to substantiate such request.

ARTICLE 8

PERSONAL LEAVE

Each Administrator will be granted 4 personal leave days each year (non-cumulative) which are not intended to serve as additional vacation days but may be used as additional days for personal or family illness, if necessary.

ARTICLE 9

FAMILY ILLNESS

Up to 10 sick days per year may be used for family illness.

ARTICLE 10

BEREAVEMENT LEAVE

Any Administrator, upon application to the Superintendent of Schools, shall be granted leave credit in the event of death in the employee's immediate family or household up to a maximum of 5 days per occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, domestic partner, fiancé, fiancée, child, parent, grandparent, sibling, child-in-law, or parent-in-law. For purposes of this Article, the term immediate family shall include the immediate family of a domestic partner. An employee upon application to the Superintendent of Schools shall be granted leave credit for the death of an employee's aunt, uncle, niece or nephew (up to one day per occurrence). Days above and beyond the family definition set forth will be granted or denied by the Superintendent. The Superintendent agrees to be reasonable in the granting or denying of these additional days.

ARTICLE 11

GRADUATE WORK

Administrators are encouraged to continue their educational development. A one-time payment of \$200 per credit hour will be made for each credit hour successfully completed in courses after July 1, 1988, appropriate for professional development. Where courses cost more than \$200 per credit hour, ½ the difference of the additional cost will be paid by the district. All course work must have prior approval of the Superintendent.

ARTICLE 12

HEALTH INSURANCE

- A. Each Administrator, including those on sabbatical leave, shall be eligible to participate in a group health insurance plan and a group dental plan. The cost to the employee for premium percentage will be 20% contribution for health insurance and 50% contribution for dental insurance.
- B. The group health insurance and dental insurance plans will be the same as plans available to the predominant District bargaining unit. Detailed benefits are available in the District Office. The plans co-pays shall be \$20 per visit.
- C. If an Administrator chooses to not take the health insurance coverage, \$2,000 will be paid in the first payroll of June, as a buy-back option. Or, an Administrator may also choose to use all or a portion of the \$2,000 buy-back option amount towards their Section 125 Plan.
- D. The Administrators and Board recognize the desirability of reducing health insurance costs without decreasing overall benefits. Therefore, the parties will explore alternative health insurance programs through the District Health Insurance Committee. One Administrator shall provide representation for the unit to the Committee.
- E. An Administrator must have at least ten years of continuous employment with the District immediately preceding retirement to qualify for health and dental benefits in retirement. The percent of premium contribution will be 15% for administrators who are currently retired, or will retire prior to July 1, 2014. Administrators who retire July 1, 2014 and after shall continue to pay the same percentage contribution to premium as on the day they last worked for the district.

ARTICLE 13

PARENTAL LEAVE OF ABSENCE

- A. Pregnancy shall be treated the same as any other temporary disability. With appropriate medical certification, an Administrator is entitled to use sick leave, personal leave or vacation in relation to the pregnancy and birth of the child.

This paid leave can be used to reduce the period of unpaid leave granted in Section B.

- B. Administrators may take up to a maximum of 12 months of parental leave. Such leave may be taken in conjunction with the birth or adoption of a child. Such leave will be granted upon written request, with at least 30 days notice to the District. However, for the continuity of the program, an Administrator must return from leave at the beginning of an academic semester closest to the end of 12-months. If an Administrator seeks to extend an initial parental leave, he or she must request the extension in writing at least three months prior to the end of the initial parental leave.
- C. This Article shall be applied consistent with the Family Medical Leave Act.

ARTICLE 14

SABBATICAL LEAVE

- A. The Board recognizes the potential value to the district of additional study by Administrators. In order to accommodate such study, the Board may approve individual sabbatical leaves, or reduction in the normal work schedule, for study or other appropriate developmental activities in the field, which will make the Administrator a more valuable member of the district staff. A request for a sabbatical leave is expected to be submitted to the Board through the Superintendent in sufficient time to allow for proper planning and assignment of work if the request were to be approved.
- B. Sabbatical leaves may be granted for no more than full pay for up to ½ year or ½ pay for up to one full year. Criteria that will be applied in considering a request for sabbatical leave will include but not be limited to:
 - 1. Applicability and value of the course of study to the district.
 - 2. Operating needs of the district.
- C. Expectation of the continued service in the district by the recipient for a period of at least two years, with the Administrator and the district entering into an agreement establishing at least this minimum.

ARTICLE 15

CELL PHONES

- A. The District shall provide a District cell phone for the Director of Physical Education and the Superintendent of Buildings & Grounds/Transportation Supervisor for school business.
- B. The District shall reimburse the Elementary School, Middle School, and High School Principals, the Director of Technology, the Director of Special Education, the Director of Curriculum, and the High School Associate Principal \$25.00 per month for use of their personal cell phones for school business.

ARTICLE 16

ANNUAL EVALUATION

The District views the evaluation of administrative staff as an essential growth tool for improving individual performance and the district's overall ability to meet its educational objectives. To these ends, the performance of all administrative staff will be reviewed and evaluated at least annually in accordance with the Regulations of the Commissioner and APPR regulations. The purpose of Administrator evaluations is:

1. to clarify the duties and responsibilities of Administrative staff;
2. to enrich, develop, and improve effective professional skills and performance by:
 - informing each Administrator of how his or her performance is perceived in relation to the expectations of the district; and
 - identifying an individual's strengths and weaknesses;
3. to enhance the instructional program by providing individual Administrators with methods by which performance may be improved.

The Superintendent will meet annually with principals to facilitate the evaluation process. An agreed upon evaluation form will be used to maintain a written record of formal evaluations. Changes in procedures for formal observations and evaluations shall be agreed to with the Administrative Unit and in accordance with regulations.

ARTICLE 17

PROFESSIONAL GROWTH AND DEVELOPMENT

The District recognizes the need for each Administrator to grow as a professional educator. Each Administrator will be allowed to participate in in-service programs, approved in advance by the Superintendent. These programs may include conferences, workshops and in-service courses.

Each Administrator will also be reimbursed for one membership to national and state organizations such as: NAESP, NASSP, ASCD, SAANYS, ESSAA, or Phi Delta Kappa subject to the Superintendent's approval.

ARTICLE 18

SALARY COMPENSATION

Salaries for Administrative positions are independent of each other. When hiring new Administrators, the Superintendent shall have the flexibility to establish entry-level salary.

- A. Salary ranges for Administrators hired July 1, 2013 and after are as follows and are stated for a twelve month Administrator. Administrators appointed for a ten or eleven month position shall have their salary prorated according to Article 3

Principals	\$82,400 - \$118,000
All Other VAA members	\$75,000 - \$102,000

B. Current employees' salaries for 2013-14 shall be determined as follows:

\$750 shall be added to each member's 2012-13 salary, and then an increase of 2.5% shall be applied to that sum to calculate the 2013-14 base salary.

Base salary increases for 2014-15 and 2015-16 are as follows:

2014-15	2.0%
2015-16	2.0%

C. Annual stipend shall be paid as follows:

\$1,700 to the current incumbent of the Director of Special Education position on July 1, 2013. When that person leaves that position, the \$1,700 stipend for the Director of Special Education is eliminated.

D. Administrative positions are for twelve months per year except the Director of Curriculum who works a ten -month year plus summer days as required by the Superintendent.

E. If an Administrator is hired after the execution of this agreement, the Administrator shall receive an annual prorated increase of 2.0% in 2014-15, and 2.0% in 2015-16.

ARTICLE 19

LONGEVITY

A. Effective July 1, 2013, current Administrators hired as District employees prior to July 1, 2005 shall receive \$1,500 in longevity payments

B. Effective July 1, 2013, an Administrator who became an employee of the District on or after July 1, 2005 shall be eligible to receive an annual longevity payment of \$1,000 after completing eight years of continuous employment in the District.

C. Upon completion of fifteen (15) years as a District Administrator, the Administrator shall receive a longevity payment increase for a total longevity payment of \$2,000 per year. Provided, however, that the current Superintendent of Buildings and Grounds/Transportation Supervisor shall receive a \$2,000 longevity payment effective July 1, 2013.

- D.. Such payment shall not be cumulative nor shall it merge or become part of the base salary. Such payment shall be prorated for that part of the school fiscal year in which an employee's anniversary occurs.
- E.. No Administrator shall be entitled to a longevity payment under subsections A – B - C simultaneously.

ARTICLE 20

EXECUTION OF AGREEMENT

Upon ratification of this Agreement, by both parties, the provisions set forth shall be in effect as of July 1, 2013.

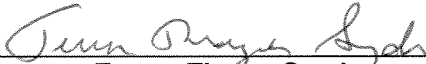
ARTICLE 21

TERM

The term of this agreement shall be from July 1, 2013 through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have executed and duly witness this agreement as of the day and year written below.

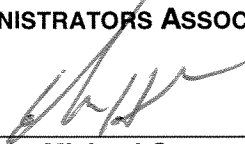
**FOR THE
BOARD OF EDUCATION**



Teresa Thayer Snyder
Superintendent of Schools

7/16/13
Date

**FOR THE VOORHEESVILLE
ADMINISTRATORS ASSOCIATION**



Michael Goyer
President

7/17/13
Date

Appendix A

Vacation Days for Administrators to be credited July 1, 2013 through June 30, 2016

<u>Administrator</u>	<u>Credited</u> <u>2013-2014</u>	<u>Credited</u> <u>2014-2015</u>	<u>Credited</u> <u>2015-2016</u>
Robert Carte	22	23	24
Patrick Corrigan	26	26	26
James Franchini	22	23	24
Michael Goyer	26	26	26
Robin Horton	26	26	26
Thomas Reardon	25	26	26
Joseph Sapienza	26	26	26

Appendix B

**July 1, 2013– June 30, 2016:
Base Salaries for Administrators on Staff July 1, 2013**

<u>Administrator</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Robert Carte, Director of Technology (12 months)	\$ 86,920	\$ 88,658	\$ 90,432
Karen Conroy, Director of Curriculum (10 months)	\$ 76,363	\$ 77,890	\$ 79,448
Patrick Corrigan, Interim Principal (12 months)	\$ 91,010	\$ 92,830	\$ 94,687
James Franchini, MS Principal (12 months)	\$ 104,053	\$ 106,134	\$ 108,257
Michael Goyer, Superintendent of Building & Grounds/Transportation Supervisor (12 months)	\$ 94,902	\$ 96,800	\$ 98,736
Robin Horton, Director of Special Education (12-months)	\$ 116,729	\$ 119,064	\$ 121,445
Thomas Reardon, ES Principal (12 months)	\$ 95,962	\$ 97,881	\$ 99,838
Joseph Sapienza, Director of Physical Education (12 months)	\$ 100,911	\$ 102,929	\$ 104,988

MEMORANDUM OF UNDERSTANDING
between the
VOORHEESVILLE CENTRAL SCHOOL DISTRICT
and the
VOORHEESVILLE ADMINISTRATORS ASSOCIATION

WHEREAS, the Parties have reached an agreement for collective negotiations for the period July 1, 2013 through June 30, 2016; and

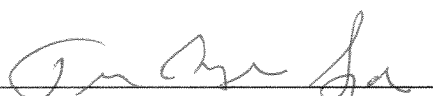
WHEREAS, certain understandings were reached in negotiations that the Parties seek to memorialize;

NOW, THEREFORE, the Parties agree that:

1. When Board of Education meetings are conducted, principals must attend every meeting, but other Administrator(s) are only required to attend if the Administrator is/are presenting to the Board or the Superintendent has requested that the Administrator(s) attend the meeting.

2. Generally, the Director of Athletics or one other Administrator will attend or be available on campus for every home varsity game. If there is a need for other Administrators to attend home varsity games, the Director of Athletics and the Principal will consult with the Superintendent

Dated: 7/16/13



Voorheesville Central School District
Board of Education

Dated: 7/12/13



Voorheesville Administrators Association