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**Contract Database Metadata Elements**

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AGREEMENT

BETWEEN

THE CHIEF EXECUTIVE OFFICER

OF THE

HOOSIC VALLEY CENTRAL  
SCHOOL DISTRICT

AND

THE HOOSIC VALLEY CENTRAL SCHOOL  
ADMINISTRATORS' ASSOCIATION

JULY 1, 2003 - JUNE 30, 2007

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**ARTICLE - I**  
**DEFINITIONS**

1. Administrator: Any member of the Administrator's Association Bargaining Unit.
2. Superintendent: Superintendent of the Hoosic Valley Central School District
3. Board: Board of Education of the Hoosic Valley Central School District
4. Bargaining Unit: As defined in the Recognition Article
5. District: The Hoosic Valley Central School District
6. Association: The Hoosic Valley Central School Administrators' Association
7. Days: Unless otherwise defined in individual Articles, shall mean regular business days, i.e. Monday through Friday, excluding legal holidays
8. Parties: The Superintendent and the Administrators' Association
9. PERB: New York State Public Employees Relations Board
10. Chief Executive Officer: Superintendent of the Hoosic Valley Central School District

**ARTICLE - II**  
**RECOGNITION**

2.1. The Hoosic Valley Central School Board of Education hereby recognizes the Hoosic Valley Administrators Association as the exclusive Bargaining Agent for all certified administrative personnel in the Hoosic Valley Central School system, with the exception of the Superintendent, and other personnel who are not certified administrative personnel.

2.2. The Administrators' Association affirms that it will not strike against the District, and it will not assist or participate in any strike, and it will not cause, conduct, instigate, encourage, or condone a strike.

**ARTICLE - III**  
**NEGOTIATION PROCEDURE**

3.1. Negotiations for a successor Agreement will begin no earlier than February 1, and no later than March 1 in the year this Agreement terminates.

3.2. All meetings will be held at mutually agreeable times, dates, and places. Meetings will be limited to no more than two (2) hours duration and shall be held at times other than the regular school day, unless the parties agree to do otherwise.

3.3. All proposals for changes, modifications, additions, additions or deletions to the existing Agreement by either party must be submitted in writing at the first negotiation meeting. No new issues may be brought up during subsequent meeting unless it is mutually agreed to do so:

3.4. If impasse is declared by either party, PERB will be notified by the party declaring impasse, and thereafter the rules and procedures of PERB will be followed in resolving the impasse.

**ARTICLE - IV**  
**EVALUATION**

4.1. Formal evaluation of Association members, on the established evaluation form will be done only by the Superintendent.

4.2. The format and design of the evaluation instrument will be mutually agreed to by the Superintendent and the Administrators. The criteria of the evaluation will be determined by the Superintendent, and the individual Administrator involved.

4.3. Written evaluation of an Administrator may be reviewed by the Board.

## ARTICLE - V RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

### 5.1 Complaints:

5.1.a. Complaints by staff members, parents of students, students, community organizations or other parties, which are directed against an Administrator shall be presented to the Administrator as soon as practical. If an answer is warranted, the Administrator shall have the opportunity to reply. If the complaint(s) is to be reviewed at a Board meeting, the Administrator(s) will be given prior notification whenever possible.

5.1.b. If the complaint could possibly jeopardize the position of the Administrator(s), the Administrator(s) shall be given the opportunity promptly, of discussing the matter with the complainant if the complainant agrees to do so. The Administrator(s) will be given the opportunity of making a written reply. Administrators are not expected to respond to non-specific or anonymous complaints.

5.1.c. Complaints, letters, or reports directed against an Administrator shall not be used in evaluating an Administrator, unless formalized, as provided for in Education Law.

### 5.2. Personnel Files:

5.2.a. If material derogatory to an Administrator is received by the District, two copies of the material will be given to the Administrator. The Administrator will sign, date, and return one copy immediately, to acknowledge receipt of the material. The signed copy will be filed in the Administrator's Personnel File. Within twenty (20) days of receipt of the aforementioned material, an Administrator may write a written response to it, which will be reviewed by the Superintendent, initialed by the Superintendent, and attached to the file copy.

5.2.b. An Administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein, except confidential college placement folders. The Administrator shall be entitled to have a representative of the Association present during the review. The Administrator's review

of the files must take place on a working day, and during regular work hours. No more than twenty-four (24) hours notice to the Superintendent's Office shall be required.

5.2.c. The Board shall have access to an Administrator's personnel records subject to the procedures as defined in Part 84 of the Education Commissioner's Regulations.

5.3. Other Hoosic Valley Agreements and Negotiations:

5.3.a. An Administrator may serve as an advisor and provide input, as required, to the Superintendent's negotiation team in negotiations with other employee units. This occasional participation will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Superintendent. None of the duties performed in accordance with this section shall constitute a basis for "Managerial" designation under Section 201.7 of the Taylor Law.

5.3.b. At the conclusion of negotiations with other employee organizations and unions, the Superintendent or a member of the negotiating team will explain the details of the new Agreement to members of the Association.

5.3.c. All Association members will become familiar with, respect, and diligently enforce the provisions of all other Hoosic Valley Central School collective bargaining Agreements entered into between the Superintendent and other employee organizations and unions.

5.4 Non-Association Duties:

5.4.a. Matters of pupil supervision, which relieve teachers, or members of other bargaining units, of non-instructional duties shall not add to the duties of Administrators except in emergencies of short duration.

5.5 Building Personnel & Programs:

5.5.a. The Superintendent will consult with the appropriate Administrator prior to taking action affecting personnel or programs within an Administrator's building, to the extent possible.

5.5.b. Administrators will be willing to participate in the selection process of teaching staff and service personnel. Consultation with a Building Administrator will be held prior to the employment of teaching staff or service personnel for that building.

5.6 Job Descriptions:

5.6.a. Members of the Bargaining Unit shall perform the duties for their position as contained in their job description.

5.6.b. An Administrator's job description will be determined after consultation between the Association, the Superintendent, and the Board.

**ARTICLE - VI**  
**WORK YEAR, VACATION LEAVE, SICK DAYS**

6.1 Work Year:

6.1.a. Administrators shall work a twelve-month year.

6.2. Vacation:

6.2.a. Administrators shall be entitled to earn up to the following amounts of vacation leave in the following school years:

2003-04	-	twenty-two (22) days
2004-05	-	twenty-three (23) days
2005-06	-	twenty-four (24) days
2006-07	-	twenty-five (25) days (3 <sup>rd</sup> Day July)

Vacation days will be earned at the rate of two (2) days per month, up to the maximum allowed accumulation. Vacation schedules shall be approved, in advance, by the Superintendent.

6.2.b. Vacation shall be in addition to the thirteen (13) holidays observed by the District.

6.2.c. Administrators shall not be required to surrender any part of their vacation in the service of the District except in an emergency.

6.2.d. Administrators may carry over up to a maximum of ten (10) days of vacation time, plus any vacation time given up in an emergency, from one year to the next. Administrators may elect to be reimbursed (at a rate of 1/240th of the administrator's annual salary) for up to ten (10) unused vacation days, each year, by notifying the District on or about June 30.



6.2.e. On each anniversary of an Administrator's employment, except the first, the Administrator may have accrued up to a maximum of 32 days vacation, plus any days given up for emergencies. Any unused earned vacation beyond this amount will be forfeited.

6.2.f. A newly hired Administrator may be advanced unearned vacation time to handle necessary obligations, subject to the approval of the Superintendent.

6.2.g. At the time of separation from the District's service, the District shall reimburse Administrators for unused vacation days up to a maximum of thirty-two (32), plus any days given up for emergencies. The rate of reimbursement for each day shall be one, two hundred fortieth (1/240) of the Administrator's annual salary.

6.3. Sick Leave:

6.3.a. Administrators shall be entitled to seventeen (17) days of sick leave each year, earned at the rate of 1-1/2 days per month up to the above total.

6.3.b. Sick leave may be accumulated up to a total of 240 days.

6.4. Use of Sick Leave:

6.4.a. Personal Sickness at Home or in the Hospital:

6.4.a.1. Sick Leave may be used for personal sickness at home or in the hospital.

6.4.a.2. Sick Leave absences on the work day prior to or following a holiday or vacation, and absences at other times of three days duration or longer, may require certification by a physician indicating the nature and duration of the sickness. When convalescing away from home, the Superintendent may request written medical evidence that such convalescing is recommended by a physician.

6.4.b. Sickness in the Immediate Household Family:

6.4.b.1 Sick leave days will be granted for sickness in the immediate household family when such sickness clearly requires the employee to be at home to care for the family member.

6.4.c. Death in the Immediate Family:

6.4.c.1. Sick leave days will be granted for death in the immediate family as follows. Such leave must be closely associated with the death of the family member:

- 5 consecutive days - Spouse or Children
- 3 consecutive days - Mother, Father, Sister, Brother

If leave is desired because of the death of other close relatives, the Superintendent's approval must be obtained.

6.5. Personal Business Days:

6.5.a. Each Administrator will be granted six (6) days to be used for personal business of the Administrator, which cannot be conducted at any time other than the regular work day. Personal Business Days will be deducted from Sick Leave.

6.6. Subpoena:

6.6.a. When an Administrator is subpoenaed as a witness in a legal proceeding in which the Administrator, his immediate family, or the Association were not involved in the initiation of the proceedings, the Administrator will be granted additional leave as necessary, with pay, less any monies paid to the Administrator for this purpose.

**ARTICLE - VI**  
**HEALTH INSURANCE**

7.1 Group Medical Insurance:

7.1.a The Hoosic Valley Central School District will provide members of the Bargaining Unit with a group medical insurance plan. For any plan offered, the health insurance contribution by full time employees will be:

- 2004-05 - 5%
- 2005-06 - 10%
- 2006-07 - 15%

The District will pay the remaining percentage

Effective immediately, the Blue Shield Indemnity Plan will no longer be offered.

7.1.b Retiree Health Insurance:

7.1.b.1 Health insurance will be offered to retired unit members who have been employed full time by the District for at least 10 consecutive years immediately prior to retirement and who retire from the District pursuant to the rules of the New York State Teachers Retirement System.

7.1.b.2(a) Provided the employee has accumulated at least 181 days of unused sick time at the time of retirement, the Employee will pay:

15% of the premium cost for individual coverage.

15% of the premium for two-person and family coverage.

7.1.b.2(b) If the employee has not accumulated 181 days of unused sick time, then the employee will pay 25% of the premium cost for the individual coverage, or 25% of the premium for the two-person and family coverage.

7.1.b.3 Each retiring unit member will be credited \$50 for unused sick days, up to a maximum of 181 sick leave days or \$9,050 to be used to defray the retirees's share of the health insurance premium in retirement, until the balance is spent. Upon using all of their credit (maximum to be \$9,050), the retired unit member will bear the cost of their total contribution. There will be no cash payouts under this provision.

Administrators will be allowed to use their accumulated leave time or unused sick time at the rate of \$50 per day, up to a maximum of \$9,050 to be used as a credit toward employee contributions.

7.2 Dental Insurance:

7.2.a. The Hoosic Valley Central School District will provide members of the Bargaining Unit with a dental insurance plan equivalent to the plan provided to the Hoosic Valley Teachers' Association, and at the same ratio of payment.

7.3. Insurance Refusal:

7.3.a. The District will pay full-time Administrators who refuse coverage under the District's Health Plan, \$4,376 annually. This sum will be paid by check, and shall be included with the last salary check in June.

**ARTICLE VIII**  
**PROFESSIONAL DEVELOPMENT**

8.1. Each Administrator will be allowed to attend professional meetings and conferences, and to visit other schools to investigate new approaches and concepts in education. The cost of these will be paid by the District. Such trips are subject to approval by the Superintendent.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

9.1. Principles:

9.1.a. Administrators shall have the right to present grievances in accordance with the procedures of this Article, free from interference, coercion, restraint, discrimination, or reprisal.

9.1 .b. It is the intent of these procedures to provide for the orderly settlement of differences between the parties, in a fair and equitable manner. The settlement of grievances at the earliest possible stage is encouraged by both parties.

9.2. Definitions:

9.2.a. Grievance - a complaint by an Administrator, or group of Administrators in the Bargaining Unit, that there has been a violation, misinterpretation, or inequitable application of this Agreement, or any Article or Section thereof.

9.2.b. Aggrieved party - an Administrator, or group of Administrators in the Bargaining Unit, having a complaint, or potential grievance.

9.2.c. Days - regular business days (i.e. banking days, Monday through Friday, excluding legal holidays).

9.3. General Rules:

9.3.a. The handling of all stages of this Procedure shall be conducted outside of regular working hours to the extent possible.

9.3.b. At all formal Stages of these Procedures, grievances shall be in writing, and shall include: the name of the aggrieved party; the time when and the place where the alleged

event or condition occurred; the identity of the person responsible for the alleged event or condition; the specific provision of this Agreement alleged to have been violated; and a general statement of the relief or remedy sought.

9.4. Time Limits:

9.4.a. A grievance must be initiated at Stage I of these Procedures within twenty (20) days of the date of the aggrieved party knew or should have know of the act or omission that caused the alleged grievance.

9.4.b. If a decision is not rendered within the specified time limit at any Stage, the aggrieved party may appeal to the next higher Stage.

9.4.c. If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher Stage within the specified time limit, the grievance will be considered resolved, and further appeal or action under this Article is barred.

9.4.d. The time limits set forth in these Procedures may be extended only by mutual consent of all parties involved with the grievance.

9.5. Procedures:

9.5.a. Stage - I - Informal:

1. An aggrieved party having a complaint shall orally and informally present it to the Superintendent within ten (10) days as described above.

2. The Superintendent will render an oral decision to the aggrieved party within five (5) days of the grievance being presented.

9.5.b. Stage - II - Superintendent:

1. If unresolved at Stage I, the aggrieved party shall present the grievance in writing to the Superintendent, within ten (10) days of the oral decision at Stage I.

2. Within five (5) days after receiving the written grievance, the Superintendent will issue a written decision to the aggrieved party.

9.5.c. Stage - III - Board:

1. If the aggrieved party is not satisfied with the decision from Stage II, a written appeal may be made to the Board, within ten (10) days of receiving the Stage II

decision. A copy of this appeal must be forwarded to the Superintendent.

2. Within fifteen (15) days after receiving the appeal of the decision from Stage III, the Board or a committee thereof will meet to consider the grievance.

3. Within ten (10) days after meeting to consider the appeal, the Board will issue a written decision on the matter.

9.5.d. Stage - IV - Advisory Arbitration:

1. If the aggrieved party is not satisfied with the decision from Stage III, the aggrieved party may request advisory arbitration by first notifying the Superintendent of this decision, and within ten (10) days of receiving the Stage III decision, by filing a demand with PERB.

2. The rules and procedures of PERB will be followed in the selection of an Arbitrator, and in the conduct of the advisory arbitration hearing.

9.6. Rules Governing Arbitration:

9.6.a. The Arbitrator selected will conduct the hearing promptly and will issue an advisory decision no later than thirty (30) days after the close of the hearing, or the date final post-hearing briefs are submitted, whichever is later.

9.6.b. The Arbitrator shall be confined to the precise issue(s) submitted, and to the specific provision(s) of this Agreement claimed to have been violated, misinterpreted, or inequitably applied. The Arbitrator shall not offer observations or opinions on other than the above, and of which are not essential to arriving at his determination.

9.6.c. The Arbitrator shall be without power, or authority, to make any judgment or decision contrary to, or inconsistent with applicable laws, or rules and regulations having the force of law, and shall have no power to alter, add to, or delete provisions of this Agreement.

9.6.d. The decision of the Arbitrator shall be advisory to the parties.

9.6.e. All fees and expenses of the Arbitrator will be shared equally by the parties.

ARTICLE - X  
SALARY

10.1. Salaries will be calculated as follows:

10.1 a. CPI Increase:

A. On July 1 of each new school year, the base salary for the previous school year will be increased by a percentage equal to the percent increase of the Northeastern USA, CPI Index for the period of March through February of the previous school year, compared to the same period a year prior. For instance, to calculate the 2004-2005 base salary, the 2003-2004 base salary will be increased by a percentage equal to the percent increase of the Northeastern USA, CPI Index for the period of March 2003 through February 2004, compared to the same period a year prior.

10.1.b. Longevity: Commencing in the 2003-2004 school year, each unit member shall be eligible for the following one time, non-cumulative salary payments.

Years of Service as an Administrator in Hoosic Valley CSD    Longevity Payment

5 years .....	\$.1,500
10 years .....	\$.2,000
15 years .....	\$.2,500
20 years .....	\$.3,000
25 years .....	\$.3,500

Payments under this section shall be non-cumulative. In each year of eligibility, each unit member shall have the option of receiving the above payments either:

- (1) as a lump sum in his/her first paycheck of July in their anniversary year, or
- (2) paid in equal installments commencing in the first paycheck in July of their anniversary year and continuing throughout such year.

Regardless of the method chosen, longevity payments shall not be added to employees' base salary for the purposes of calculating salary increases in Paragraph A.

10.1.c. Performance Increase:

A. The criteria for measuring each Administrator's performance during each school year will be finalized and agreed upon by the Superintendent and each Administrator on or before July 31 of the new school year. This date may be extended by

mutual consent of the parties.

B. On or before June 15 of each school year, the Superintendent will complete a performance review for each Administrator. Based on that review, each Administrator may earn an additional increase in salary of up to a total of six percent (6%) of their base salary of that school year, including the CPI increase described above. The amount of increase calculated will be paid in a lump sum on or before June 30th of that school year, and added to the base salary in the next year.

10.2. Advanced Degree Differential:

10.2.a. The following additional amounts in addition to the base salary will be paid for advanced degrees:

Masters Degree	\$1000
Masters + 60 Credit Hours	\$1300
Ph.D. or Ed.D.	\$1800

10.3. Minimum Entry Level Salary:

10.3.a. The minimum entry level salary for newly hired Administrators is \$50,000, if the position is for a full time Building Principal.

10.4 Total Compensation:

In no event shall an administrator's total compensation (base salary plus advanced degree differential, plus any additional compensation) be less than the total compensation for the preceding year.

10.5 Association Dues:

The District will pay for Association members' professional organization dues, for participation in a professional association.



**ARTICLE - XI**  
**CREDIT HOURS**

11.1 Effective July 1, 2005, bargaining unit members shall be entitled to reimbursement at the rate of \$100 per credit hour, up to a maximum of six (6) credit hours per school year, for graduate courses taken, with the following restrictions:

- a. The bargaining unit member must receive the prior approval of the Superintendent
- b. The courses must be taken as a part of program in which the Administrator is enrolled, leading to a Doctorate degree or an SDA, SAS or SBA certificate.
- c. Only classes, which are completed with a "B" or higher or a "Pass", if applicable, will be entitled to reimbursement.

11.2 Process: Upon successful completion of a graduate course in accordance with the above requirements, the Administrator shall submit a claim, with an original transcript or other proof of grade, for payment. All claims must be submitted within 2 months of completion of the course(s).

**ARTICLE - XII**  
**GENERAL**

12.1 SEPARABILITY:

Should any part of this Agreement, or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation shall affect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

12.2 SCOPE OF AGREEMENT:

The parties have negotiated fully with respect to terms and conditions of employment, and this instrument constitutes the full and complete agreement between the Superintendent and the Administrators' Association. Further, it concludes all collective bargaining during its duration.

This Agreement supercedes any rules, policies or regulations, which are contrary or inconsistent with its terms, and any past practices in existence prior to its adoption. It

may be amended, altered, or modified only by the written mutual consent of the parties.

12.3 STATUTORY REQUIREMENT:

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

12.4 MAINTENANCE OF STANDARDS:

Except as provided for in this Agreement, all terms and conditions of employment and general working conditions shall remain the same as those existing at the commencement of this Agreement. The Board shall not diminish or impair any conditions of employment or working conditions during the term of this Agreement.

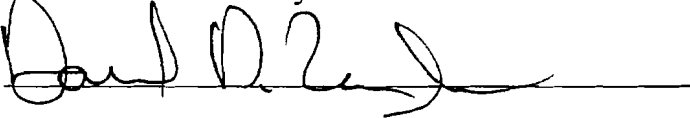
**ARTICLE - XIII**  
**DURATION OF AGREEMENT**

13.1. This Agreement is made and entered into by and between the Administrators' Association and the Superintendent of the Hoosic Valley Central School District.

13.2 The term of this Agreement shall be for four (4) years, and shall extend from **July 1, 2003** to and including **June 30, 2007**, and thereafter from year to year unless either party gives the appropriate notice to the other party, in accordance with Article III, of its desire to modify the provisions of this Agreement.

In witness thereof, the parties hereto have affixed their hands and seals this day of *April*, 2005.

For the Hoosic Valley Administrators' Association:



For the Hoosic Valley Central School District:

