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**Collective Negotiations Agreement
Between
The Highland Central School District
And
The Highland Administrator's Association
July 1, 2004 – June 30, 2008**

The **Highland Central School District**, hereinafter referred to as the "**District**", has recognized the Highland Administrators Association for the purpose of collective bargaining for the negotiating unit as follows:

- **Building Principals**
- **Building Assistant Principals**
- **Director of Student Services**

Hereinafter referred to as "**administrators**" or "**unit members.**"

I. Compensation

A. Salaries

Salaries for the individual positions listed below for the term of this agreement shall be as follows:

For the 2004-2005 school year, an adjustment of 3.85 % shall be made to the salaries of the High School Principal and Director of Student Services.

For the 2005-2006 school year, the base salaries shall be as follows:

High School Principal	\$93,465
Middle School Principal	\$78,500
Elementary School Principal	\$84,000
Director of Student Services	\$79,600
High School Assistant Principal	\$73,500
Middle School Assistant Principal	\$66,500
Elementary School Assistant Principal	\$73,000

All eligible unit members shall receive an additional increase of 3.85% on the base salaries for the 2005-2006 school year. The High School Assistant Principal is not eligible for the 2005-2006 increase.

All unit members shall receive an increase of 3.85% in 2006-2007 and 3.85 % in 2007-2008.

Administrators hired after July 1st of any school year will receive a pro-rated salary increase for the following school year.

District Administration reserves the right to hire new staff members at salary levels that reflect market conditions.

II. Benefits

A. Health Insurance

The District shall pay 85% of the cost of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO and 85% of the cost of the individual or family dental insurance. The District's contribution to HMO premiums for individual and family coverages shall not exceed the cost the individual or family premiums as provided for in the DEHIC Alternate PPO Plan. Employee premium contributions of 15% of the gross premium of the health and dental insurance will be automatically deducted by the District.

B. Health Insurance Buyout

If an eligible unit member chooses to forego the health insurance coverage, the unit member will be reimbursed \$2000 per year for each year. The reimbursement will be paid as salary in each year of the contract on a pro-rated basis. The unit member must choose this option within thirty (30) days of the signing of this collective bargaining agreement or during the yearly open enrollment period.

C. Health Insurance for Retirement

An Administrator who submits a resignation for the purpose of retirement and is eligible to receive benefits from the New York State Teachers' Retirement System shall be entitled to individual or family coverage, as appropriate, under the District plan in effect. For retired members, the District will provide a letter stating that the District will pay a percentage of the premiums for health and dental benefits. The percentage will vary depending upon the number of years of administrative service in the District.

<u>Length of Service</u>	<u>Percentage</u>
less than 5 years	0%
5 years	50%
6 years	57%
7 years	64%
8 years	71%
9 years	78%
10 years or more	85%

D. Tax shelter

The District shall pay \$2,000 on behalf of each unit member into each administrator's tax shelter annuity of choice during the 2004-2005 and 2005-2006 school years. Beginning on July 1, 2006, the district will continue to offer each administrator the option to contribute to his or her own tax shelter annuity but the district will no longer make contributions on behalf of unit members.

E. Work Year

An administrator's work year shall continue on a 12-month basis. Administrators shall be entitled to the following fifteen (15) holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Holy Thursday
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

For any holiday falling on a weekend day, the District and the Association will decide on a mutually agreed upon date for the holiday.

F. Leaves of Absence

1. SICK LEAVE

Administrators shall have a total of eighteen (18) days of sick leave per year with 240 days accumulation. Upon resignation or retirement from HCSD, the district agrees to compensate administrators for accumulated sick days up to a maximum of one hundred (100) days at the rate of fifty dollars (\$50.00) per day.

2. EXTENDED SICK LEAVE

All sick and vacation time must be used prior to eligibility for extended sick leave. The Board of Education may authorize up to two hundred forty (240) additional working days with full pay for Administrators who have a continuous illness or injury that exceeds the total sick leave credit allowed and accumulated.

3. VACATION LEAVE

Administrators hired after September 1, 2005 shall be entitled to a total of twenty (20) days vacation leave per year, as approved by the Superintendent of Schools during each of the first three years of service in the district. Beginning with the fourth year of service in the district, administrators shall have a total of twenty-five (25) days vacation leave per year, as approved by the Superintendent of Schools.

Administrators hired on or before September 1, 2005 shall be entitled to a total of twenty-five (25) days vacation leave per year, as approved by the Superintendent of Schools.

Accumulated vacation time can be used through August 25th. Compensation will be granted for unused vacation leave up to a maximum of five (5) days per year. Such compensation shall be requested by June 1, and payment will be at the rate of 1/240th per day. Additionally, five (5) unused vacation days may rollover to the following year's vacation day accumulation. In no case can an administrator have more than 30 eligible vacation days after August 25th in a given year.

Upon resignation or retirement from HCSD, the District agrees to pay for accrued vacation days at a rate of 1/240th of the salary indicated under Article I, Section A of this agreement.

4. PERSONAL LEAVE

An administrator shall have three (3) personal days per year for conducting personal business. Such days shall be non-cumulative.

5. BEREAVEMENT LEAVE

An administrator will be allowed up to five (5) days bereavement leave due to the death of a member of his or her immediate family. The term 'immediate' shall include parent, spouse, child, parent in-law, sibling, grandparent and anyone residing in the employee's household.

G. Longevity Bonus

Longevity payments will be made upon completion of the anniversary year. The District will provide one-time longevity payments for administrative service in the District as follows: \$3,500 upon completion of five (5) years, \$6,000 upon completion of ten (10) years, and \$10,000 upon completion of fifteen (15) years. These amounts are one time bonuses at each of the anniversary dates and are not added to base pay.

H. Dues

The District shall pay an administrator's dues to one (1) professional organizations selected by the administrator with the approval of the Superintendent.

I. Travel and Other Expenses

The District shall budget a total of \$10,500 per year to be expended by the HAA unit members at the discretion of the Superintendent of Schools and the HAA President for conferences and other professional meetings.

The District shall pay all expenses associated with an administrator's attendance at professional meetings and conferences that has prior approval of the Superintendent of Schools.

J. Mileage

The District shall compensate an administrator, at the District's current annual mileage rate, for using a personally owned vehicle in connection with attendance at approved meetings and conferences and for the performance of the administrator's official duties outside the school district.

K. Retirement Incentive

Any New York State Retirement System incentive that is offered to the Highland Teachers' Association will be available to the unit members of HAA.

III. Evaluation

The Superintendent of Schools shall evaluate an administrator's performance of duties at least once annually. Evaluation will address the quality of fulfillment of established individual goals for each unit administrator. Annual goals will be established jointly between the administrator and the superintendent and/or designee. Goals, unless otherwise indicated, will be established for the school year July 1 through June 30, and the evaluation will be provided as close to June 30 as reasonable, but no later than September 1.

IV. Grievance

- A. Grievance Definition:** A grievance is hereby defined as an alleged violation, misinterpretation or misapplication of a specific provision set forth in this Agreement.
- B. Stage I:** An administrator having a grievance may submit it in writing to the Superintendent, either directly or through a representative. The Superintendent shall respond in writing within ten (10) school days. If an employee does not file a grievance in writing with the Superintendent within forty-five (45) working days after the employee knew or should have known of the act or condition on which the grievance was based, then the grievance will be considered as waived.
- C. Stage II:** If the matter is not resolved, the grievant or his/her representative may file an appeal in writing with the Board of Education within fourteen (14) school days. The Board of Education shall respond in writing within fourteen (14) school days.
- D. Stage III: Arbitration:** In the event that the grievance is denied by the Board of Education, the Association shall have a right to appeal the grievance to arbitration before a mutually agreed upon hearing officer.

V. Fair Dismissal

- A.** The District shall implement the Evaluation procedures outlined in Article III of this agreement.
- B.** Unit members who exhibit unsatisfactory job performance in achieving the performance goals or in any other aspect of their expected job performance (e.g., attendance, tardiness, supervision of staff and students, etc.) shall be given written notice of deficiencies and a mutually agreed upon length of time to correct the same. The Superintendent or his/her designee shall make recommendations that may enable success (e.g., peer assistance, professional literature, in-service training).
- C.** If the above steps have been taken, and it is still recommended that the administrator be terminated, the administrator will be given notice in writing of the grounds for termination and will be given the minimum number of days required for written notice in accordance with State Education Department law for non-tenured administrators.

D. The provisions of this Section shall not apply in cases involving misconduct.

VI. Duration

This agreement supersedes all prior agreements. This agreement shall remain in full force unless modified in writing by mutual agreement. This agreement remains in effect until June 30, 2008.

J. Michael Sweeney, President Date
Highland Board of Education

Barbara E. Chapman, President Date
Highland Administrators' Association

Maria Peterson, Vice President Date
Highland Board of Education

Jo Burruby, Negotiator Date
Highland Administrators' Association

Alan Barone, Trustee Date
Highland Board of Education

Joel Freer, Negotiator Date
Highland Administrators' Association

William Halstead, Trustee Date
Highland Board of Education

John McCarthy, Superintendent Date
Highland Central School District

John Jankiewicz, Trustee Date
Highland Board of Education

Michael Serini, Trustee Date
Highland Board of Education

Chris Yurchuk, Trustee Date
Highland Board of Education