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**AGREEMENT**

**BETWEEN**

**HORSEHEADS CENTRAL SCHOOL DISTRICT**

**AND**

**HORSEHEADS CENTRAL SCHOOL DISTRICT  
ASSOCIATION OF ADMINISTRATORS  
(HCSDAA)**

**2005 - 2006**

**2006 - 2007**

**2007 - 2008**

**HORSEHEADS CENTRAL SCHOOL DISTRICT  
HORSEHEADS, NY 14845**

RECEIVED 12/21/2005

**HCSD ASSOCIATION OF ADMINISTRATORS**

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## **HCSD ASSOCIATION OF ADMINISTRATORS**

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### **PREAMBLE**

This agreement is entered into this \_\_\_\_\_ day of September, 2005, by and between the Horseheads Central School District, hereinafter called the "District", and the Horseheads Central School District Association of Administrators, hereinafter called the "Association".

### **ARTICLE I PROFESSIONAL RIGHTS**

#### **A. Definition**

As used in the Agreement the term "unit member" shall refer to a Principal and/or Assistant Principal.

#### **B. Recognition**

The Board hereby recognizes the Horseheads Central School District Association of Administrators as the exclusive negotiating agent for the Principals and Assistant Principals (hereinafter referred to as unit members) of the Horseheads Central School District, for the life of this contract, or until a successful challenge is completed by a rival unit under PERB procedure.

#### **C. Exchange of Information**

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

### **ARTICLE II GRIEVANCE PROCEDURES**

#### **A. General**

##### **1. Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between the Board of Education and members of the Unit, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, under which members of the Association may present grievances, free from coercion, interferences, restraint, discrimination or reprisal.

##### **2. Definitions**

- 2.1 *Employer* - The Board of Education of Horseheads Central School District.
- 2.2 *Unit Member* - An Administrator represented by this Association.

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- 2.3 *Unit Member's Representative* - Any person selected by a member to represent him/her in formal grievance procedures regardless of the occupation or profession of the one selected.
  - 2.4 *Informal Proceedings* - Those proceedings during the first state of procedure, generally of an oral nature, in accordance with Section 604 of the General Municipal Law.
  - 2.5 *Formal Proceedings* - Those proceedings following State One of Grievance Procedure, in which all parts of said proceedings must be documented as provided in section 604 of the General Municipal Law.
  - 2.6 A "*Contract Grievance*" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
  - 2.7 "*Contract Grievances*" may be processed through binding arbitration.
  - 2.8 A "*Policy Grievance*" is an alleged violation of Board policies relating to wages, hours, and conditions of employment.
  - 2.9 "*Policy Grievance*" may be processed to the Board of Education only. The decision of the Board at this stage is final and binding on the parties and non-arbitrable.
  - 2.10 The Association may file a grievance in its own name only when Association rights, not employee rights, have alleged been violated.
3. Basic Principles
- 3.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
  - 3.2 A Unit Member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
  - 3.3 A Unit Member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
  - 3.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
  - 3.5 All hearings shall be confidential.

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- 3.6 It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures. Each district administrator shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in these procedures.
- 3.7 The function of these procedures is to assure equitable and proper treatment under the existing laws, rules and regulations, and policies which relate to or affect the member of the Association in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
- 3.8 This grievance procedure consists of four stages:
  - 3.8.1 Unit member orally and informally confers with his/her immediate supervisor. If the grievance or difference is not resolved by the immediate supervisor, the grievant proceeds to (3.8.2).
  - 3.8.2 The unit member should request in a written statement to the Superintendent of Schools a review of the determination of the immediate supervisor for the Superintendent's determination. If the grievance or difference is not resolved by the determination of the Superintendent, the grievant proceeds to (3.8.3).
  - 3.8.3 The unit member may appeal to the Board of Education, which will render a written decision. If the contract grievance is not resolved by the determination of the Board of Education, the grievant proceeds to (3.8.4).
  - 3.8.4 The unit member may appeal to an arbitrator, whose decision will be final and binding on both parties.

### **B. Procedural Stages**

Any unit member who has a grievance as defined herein shall follow the ensuing steps in resolving said grievances:

#### **1. *Stage One - Supervisor***

The aggrieved unit member shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved unit member. The immediate supervisor shall render his determination in writing to the aggrieved unit member and HCSDAA grievance chairman within five (5) school days after the grievance has been presented to



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him. If such grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the second stage.

### 2. *Stage Two - Superintendent*

Within five (5) school days after a determination has been made at the first stage, the aggrieved unit member may make a written request to the Superintendent of Schools for a review and determination.

Within five (5) school days the Superintendent of Schools shall orally and informally discuss the grievance with the aggrieved and the immediate supervisor. If the grievance is not satisfactorily resolved, the Superintendent of Schools shall immediately notify the aggrieved unit member, and any other district administrator previously rendering a determination in the case to submit written statements to him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination previously rendered.

The Superintendent of Schools shall thereupon render in writing his determination within ten (10) school days after the written statements have been presented to him or in the event no written statements have been submitted, then within fifteen (15) days after they have been requested.

If the grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the third stage.

### 3. *Stage Three - Board of Education*

The aggrieved unit member may, within five (5) school days of the determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education will offer the grievant and/or his/her representatives an opportunity to participate in a hearing to obtain further information regarding the case. The Board of Education shall render in writing a decision within ten (10) school days after receiving the request for review.

### 4. *Stage Four - Binding Arbitration*

4.1 After such hearing before the Board of Education, if the grievance relates to the application or interpretation of this agreement, and the unit member is not satisfied with the decision at Stage Three, he may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage Three.

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4.2 Within ten (10) school days after such written notice of submission to binding arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator from the American Arbitration Association competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

4.3 The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding.

The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement. The arbitrator's award cannot exceed the unencumbered funds of the current budget.

4.4 The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

### **ARTICLE III PERSONNEL POLICIES**

#### **A. Promotions**

1. Whenever it is determined that a vacancy shall occur within the Administrative Association unit, the Board shall publicize the same by providing for an appropriate posting in the Office of Human Resources and to each unit member via e-mail. This notice shall clearly set forth a description of the qualifications for the position, including duties, and salary. No vacancy shall be filled until such vacancy has been posted for at least ten (10) days prior to the last day on which the applications will be accepted.

2. Any qualified unit member may apply for such vacancy in writing with a copy to the Superintendent and the Director of Human Resources. In filling such a vacancy, the Board agrees to give due weight to the professional background, seniority and attainments of all applicants, and to the best interest of the school district.

3. A request to transfer from a person holding a similar position would receive primary consideration in filling a vacancy or vacancies, but such a transfer will not be automatic and will be dependent upon the best interest of the school district. In the case of more than one transfer request, due weight will be given to the professional background, seniority and attainments of the persons requesting transfer.

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4. A transfer would involve a request by a unit member to be assigned to a position the same as or similar to the existing position.

### **B. Temporary Appointments**

Temporary appointments may be made in case of an emergency. In the case of an encumbered position, a temporary appointment shall not exceed one calendar year. In the case of an unencumbered position, a temporary appointment shall not exceed one hundred twenty (120) calendar days. In both instances a qualified and certified administrator must be appointed. Interim appointees shall receive salary/stipend commensurate with the posted salary for the position.

### **C. Staffing**

1. The principal, in cooperation with the Director of Human Resources shall have the right to interview candidates for teaching positions in his/her school and recommend the acceptance or rejection of said candidates wherever practical.
2. The District shall, after consultation with the Association, choose a representative from the bargaining unit to assist the District in a screening, interviewing, and selection of all District level administrative support personnel and building level administrators. In those rare instances when the Board of Education specifies the makeup of an interviewing team, this clause shall be considered void.

### **D. Responsibility**

1. A principal shall act as the chief administrator for his/her building. He/She shall be responsible for and have authority over the actions of students, professional and non-professional personnel, visitors, and persons hired to perform special tasks.
2. The principal, in cooperation with his/her teaching staff and the Assistant Superintendent, is responsible for and encourages continual evaluation and innovative improvement of the instructional program.

### **E. Recruitment of Administrators**

Only qualified personnel should be hired for all administrative positions when a qualified and certified applicant is available.

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### F. Transfers

1. *Notice to Unit Members:* In the event that a vacancy exists in a position within the unit, prior to any involuntary transfer to such vacancy, the vacancy will be posted in each building.
2. *Posting of Vacancies:* In order to all unit members who are interested sufficient time to apply for a voluntary transfer, the posting period in each instance will be ten (10) school days.
3. *Consideration of Request for Transfer:* Qualified volunteers from this unit will be considered first. The final decision on the transfer, however, will be made by the Superintendent.
4. It is recognized that some *involuntary transfers of unit members* from one building to another may be unavoidable. In a situation of involuntary transfer, the Superintendent will confer with the individual(s) involved, at least ten (10) school days prior to a final decision on such transfer, for the purpose of receiving input from the individual(s) involved and explaining to them the district's rationale for the proposed involuntary transfer.
5. *Right to an Explanation:* In those instances where a unit member's request for transfer is denied or where a unit member is to be involuntarily transferred, the unit member may request a meeting with the Superintendent, prior to the effective date of the appointment, to receive an explanation of the reasons for the denial of the request or for the involuntary transfer. Such a meeting, if requested, will include the Superintendent or his designee, the unit member(s) involved, and may include representative(s) of the unit. The final decision on the transfer, however, will be made by the Superintendent.

### G. Seniority

1. *Definition of Seniority*  
Seniority shall be defined as the length of continuous service in the District in any one specific tenure area.
2. *Seniority List*  
A seniority list will be published annually to be inclusive of all unit members, listing them in their respective seniority area, showing years of service credited as an administrator and showing years of service in the district.

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### **ARTICLE IV SALARY AND FRINGE**

#### A. Administrative Starting Salaries Ranges

Asst. Elem. Principal	\$65,000-\$70,000
Asst. Sec. Principal	\$70,000-\$75,000
Elementary Principal	\$77,500-\$83,500
Secondary Principal	\$82,000-\$90,000

#### B. Individual Salaries and Seniority

2005-06 Each active unit member hired prior to July 1, 2005 shall have 4.2% added to his/her 2004-05 salary.

2006-07 Each active unit member hired prior to July 1, 2006 shall have his/her salary increased by \$3700 dollars.

2007-08.1 Each active unit member hired prior to July 1, 2007 shall have his/her salary increased by 4.2% added to his/her salary.

#### C. Unused Vacation Days

Unit members may elect to receive a per diem reimbursement for unused vacation days up to a maximum of eight (8) days each year. Reimbursement may be requested in writing at any time during the school year and will be made in one lump check (separate from the regular payroll) check and issued at the next available payroll following the request. Reimbursement will be calculated on a work year of 215 days.

At the time of retirement or resignation from the District, unit members will be reimbursed for all earned, unused vacation days. This reimbursement will be calculated on a work year of 215 days.

Within the final three years of employment prior to retirement, a Unit member may issue an irrevocable letter of retirement and in each year may convert up to three (3) accrued vacation days to salary.

#### D. Work Year

All unit members will be on a twelve (12) month schedule.

#### D. Health Insurance

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Effective October 1, 2005, unit members shall be enrolled in the District's Health Care Plan – the Blue Cross/Blue Shield Traditional plan with the following co-payments:

three-tiered drug co-payment of \$0, \$10 and \$15  
with a 90 day refill option (1 co-payment)

\$10 Doctor Office Visits

\$10 Adult Physicals

\$10 Outpatient Surgery

\$25 Emergency Room unless admitted within 24 hours

\$10 Chiropractic

Effective July 1, 2005, Unit members will pay 10% of the premium equivalent rates for either a single or a family plan, capped at \$525 for a single plan or \$1100 for a family plan and shall have \$365.00 placed in a Medical Reimbursement Account (105(b)) for his/her use.

In the 2006-07 year, unit members will pay 10% of the premium equivalent rates for either a single or a family plan, capped at \$550 for a single plan or \$1200 for a family plan and shall have \$365.00 placed in a Medical Reimbursement Account (105(b)) for his/her use.

In the 2007-08 year, unit members will pay 10% of the premium equivalent rates for either a single or a family plan, capped at \$600 for a single plan or \$1400 for a family plan and shall have \$365.00 placed in a Medical Reimbursement Account (105(b)) for his/her use.

Said Medical Reimbursement Account shall roll over from year to year, but the total dollars in said account shall not exceed \$1000.00.

The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will co-operate with HCSDAA in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the parties shall equally share in any cost savings the adopted alternative plan may realize.

### **Health Insurance Opt-Out**

Employees who have access to health insurance coverage other than through the District or whose spouses have insurance and can show that the district will be reduced by one health insurance policy shall be eligible to waive health insurance coverage from the District and will receive Two Thousand (\$2,000) Dollars per contract year as a one-time lump sum not to be added to the base salary. Employees electing to waive such coverage shall notify the Employer prior to June 1<sup>st</sup> of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the Employer proof of other coverage. The employee shall provide such proof to the Employer, upon request by the

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Employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date. Should an employee lose such other coverage for any reason, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12<sup>th</sup> of the total for each month out of the plan.)

Effective July 1, 2005, the Dental Plan A + 4 Riders is provided for all unit members with the following enhancements:

Periodic Oral Evaluation (D0120)	increase to \$18.00
Bitewings 2 films (D0272)	increase to \$19.00
Bitewings 4 films (D0274)	increase to \$27.00
Prophylaxis – Adult (D1110)	increase to \$32.00
Prophylaxis – Child (D1120)	increase to \$26.00
Amalgam 1 (D2140)	increase to \$40.00
Amalgam 2 (D2150)	increase to \$55.00
Amalgam 3 (D2160)	increase to \$67.00

Effective 11/1/05, the NYSUT Vision Plan, comparable to the CSEA Platinum Vision Plan will be provided to all unit members. Until 11/1/05, unit members shall retain the CSEA coverage.

Unit members below the age of 50 are eligible for a District paid physical examination every two years.

### F. Credit Union

This service is available to unit members with payroll deduction if desired. A maximum of three (3) changes per unit member per year will be permitted.

### G. United States Savings Bond

This service is available to unit members with payroll deduction if desired.

### H. United Fund

Contributions to this fund drive may be made through deduction if desired.

### I. Staff Health and Safety

The intent of Board policy GBE is to cover administrative staff as well as other staff.

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### J. Worker's Compensation

Unit members injured on the job who are awarded worker's compensation will have sick leave days reimbursed to them on the basis of one (1) sick day for each awarded day of worker's compensation. The District will continue to receive any monies due to the unit member from worker's compensation if such unit member elects to use sick leave in lieu of the award from worker's compensation.

### K. Professional Account

The District will contribute \$1000 per unit member to provide opportunities for building administrators to: join professional organizations, purchase professional books, and/or take college and graduate courses.

### L. Administrative Staffing

Administrative staffing will be reviewed annually on or before March 15. This review will be conducted by the Superintendent, Director of Human Resources, Association President, and Association Vice-President. Factors to be considered during this review are: unit member responsibilities, student population and distribution, building configurations, and administrative organizational patterns. In those instances where change is recommended, this will be presented to the Administrative Council and the Board of Education.

### M. Retirement Benefit

In order to qualify for the benefits set forth in subdivisions three or four of this section, an administrator must be eligible to retire into the New York State

Teachers' Retirement System and must have served at least ten (10) years in the District. Notice of intent to retire must be given by January 1 of the school year in which the administrator will retire. This condition may be waived by mutual consent.

An administrator who meets the criteria set forth in subdivision one of this section may, at the time of retirement, enter the New York State Teachers' Retirement System and elect either the options set forth in subdivision three or four of this section.

#### Option I

The retirement benefit shall be distributed as follows:



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a. Flat rate of:

\$7000 at first year eligible for retirement  
\$5000 at second year eligible for retirement  
\$3500 at third year eligible for retirement

b. Accumulated sick leave (exclusive of sick leave bank) X an assigned rate to a maximum number of days as follows:

220 days X 35 = \$7700 at first year eligible for retirement  
210 days X 30 = \$6300 at second year eligible for retirement  
200 days X 25 = \$5000 at third year eligible for retirement

c. Unit members who receive the early retirement benefits under this section will also be eligible for the following insurance during retirement:

The District will pay \$500 per year toward school health insurance for the retiree up to age 65 or eligibility age for any federal, state, or government health plan, whichever comes first.

d. The retirement benefit will be paid to the employee in one of two ways:

The District will pay one lump sum in the next fiscal year following retirement.

The District will use the retirement benefit to pay towards school health insurance until such funds are exhausted.

In the event that the latter option is selected and the retiree dies prior to the depletion of the benefit funds, the remaining money will go to that individual's estate.

### Option II

An administrator may, in any year of eligibility for retirement into the New York State Teachers' Retirement System, elect at the time of retirement to have District paid health insurance under the same plan available to active administrators. The retired unit member's contribution to the health insurance shall be the same as active members. After age 65, the administrator shall contribute on the same basis as active employees to the District's Medicare Supplement with the District prescription coverage. The spouse of the Administrator will be eligible to continue this option upon the death of the Administrator.

Upon retirement from the District, the Administrator shall be paid at the rate of \$75 per day for his accumulated sick leave (exclusive of sick leave bank). This retirement benefit will be paid as follows: The District will use the retirement benefit to pay towards

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the retired administrator's contribution toward school health insurance until such funds are exhausted.

### **ARTICLE V LEAVES**

#### **A. Sick Leave**

Each unit member shall receive fifteen (15) days of paid sick leave per year. Any days not utilized may be accumulated with the maximum accumulation of 230 days. The fifteen (15) days per year allotment will begin on the first day of July each year. The maximum accumulation allowance of 230 days may not be exceeded (except as provided below in paragraph B); but as soon as a unit member falls below that total, he/she may accumulate additional days until he/she has again accumulated 230 days. A unit member commencing work during the school year shall receive a prorated number of sick leave days based upon the number of days he/she works during the year. Any unit member recalled to work from the preferred eligible list shall retain the number of sick days accrued during the previous employment.

#### **B. Extended Sick Leave**

An extended sick leave bank shall be established for each unit member to be used in the event of a continuous illness or an extended disability which would require the use of more sick leave than he/she had accumulated.

A request in writing, supported by an M.D. certificate indicating the nature of the illness or disability, and the probable date of return to duty, shall be presented with the request. A medical examination performed by the school physician may be required if the Superintendent of Schools deems it necessary.

Extended sick leave for this bank shall be accumulated as follows:

1. One half day of sick leave shall be placed in the bank for each day of unused sick leave to a maximum of 50 such days. Such accumulation shall be from the initial date of employment.
2. Such days shall be used only when there are no sick days remaining which were accumulated as part of the 230 days described in A above.
3. The calculations for this bank shall be determined on June 30 of each school year only and principals and assistant principals will be notified of their status relative to their total accumulation.

#### **C. Emergency Leave**

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Use of accumulated sick leave for purposes other than physical disability of unit members may be granted for absences of an emergency nature when approved by the Superintendent or his designee. Absences coming under this provision may not exceed twenty-five (25) days total during the school year. Absences of an emergency nature exceeding twenty-five (25) days in duration may be submitted to the Board for review and consideration and, if approved, would be subtracted from the unit member's accumulated sick leave. Emergency is defined as an unusual and unforeseen occurrence beyond the unit member's control requiring his or her attention.

The form requesting emergency leave shall be completed by the unit member and submitted to the immediate supervisor and through him to the Superintendent or his designee for approval. (Appendix IV)

### **D. Funeral Leave**

A unit member shall be granted up to five days absence at full pay for the death of his or her father, mother, son, daughter, spouse, sibling, grandchild, mother-in-law, father-in-law, grandparents or a relative in the unit member's immediate household. Funeral leave will not be charged against sick leave.

### **E. Maternity Leave**

1. A unit member may have unpaid maternity leave of up to two full years. She should notify the district as soon as she is aware that she is pregnant. Nothing in this paragraph shall limit a unit member's right to paid sick leave during the time she is disabled.
2. A unit member may work as long as she is physically able.
3. Unpaid leave may be terminated by the unit member prior to the originally requested time.
4. A unit member who works at least one-half of the school days during the school year in which she takes a maternity leave will be considered to have worked the full year.
5. A unit member with whom an infant less than one year of age is placed for adoption shall be entitled to an unpaid adoption leave of up to one year on the same terms as maternity leave provided in this article.

### **F. Personal Leave**

1. Each unit member shall be allowed three (3) days paid leave each year for personal reasons. In order to take a personal leave day, a unit member shall,

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if reasonably possible, submit the Personal Leave Form (Appendix III) five (5) days in advance of the day requested.

2. Personal leave may not be taken on either the work days immediately before or after a holiday or recess period or in conjunction with other absence to extend a holiday or vacation. The purpose of "Personal Leave" is to allow a unit member the opportunity of conducting business of a personal nature which he/she does not wish to reveal and which cannot be conveniently transacted at any other time.
  
3. Unused personal leave days shall be added to the unit member's accumulated sick leave at the end of each school year except that the maximum accumulation of 230 days will apply.

### **G. Professional Leave**

Unit members possessing recognized skills and abilities may be granted, upon approval of the Superintendent or his designee, up to five (5) paid days per year for professional activities.

### **H. Leave of Absence Without Pay**

All requests for leave without pay by unit members shall be granted except in very extenuating circumstances. Requests for such leave without pay shall be made to the Superintendent of Schools at least thirty (30) days in advance of the requested leave. The Superintendent shall be responsible for the final decision on requested leave up to and including five (5) days in length. Requested leaves in excess of five (5) days in length will be submitted by the Superintendent to the Board of Education for its decision.

### **I. Association Leave**

The HCSDAA will be granted up to a total of five (5) days leave with pay for the purpose of conducting Association business.

### **J. Vacation Leave**

Each unit member will receive thirty (30) vacation days per year. In the year of the unit member's separation from the District these will be credited according to the following formula: 5 days as of July 1; 5 days as of August 1st; and 2 days on the first day of each subsequent month. Vacation requests are subject to approval by the Superintendent or his designee.

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Unit members may carry over up to 30 unused vacation days to the next contract year.

In the event a unit member is not able to use vacation days during a given contract year and has accumulated more than 30 days, the unit member may petition the Superintendent to carry over additional days. Those days in excess of 30 shall be utilized within the first two months of the new contract year.

### **ARTICLE VI SABBATICAL LEAVE**

The Board of Education will consider sabbatical leave of absence for members of the HCSDAA upon recommendation of the Superintendent of Schools for such leave. Such leave shall be predicated upon the fact that the professional qualification and competence of the unit member and the general welfare of the public schools of Horseheads will be benefited by such a leave.

Any unit member who meets the qualifications shall be eligible to apply for sabbatical leave.

#### *Conditions and Requirements for Qualification:*

1. Permanent certification in New York State.
2. Seven (7) consecutive years of satisfactory service in the District (an approved one year, unpaid leave of absence shall not interrupt continuity of seven [7] years service).
3. Seven (7) consecutive years of satisfactory service must elapse before employee is eligible for a second sabbatical leave.
4. One (1) unit member may be awarded sabbatical leave grants during any school year.
5. Leave will be one full semester or two consecutive semesters.
6. Unit member must agree to sign written agreement to return to service in the Horseheads District for two years immediately after leave.

#### *Applications:*

1. Must be submitted in writing to the Assistant Superintendent and state specific intentions and benefits to be gained.
2. Deadline for applications - March 1st.

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3. Deadline for notification by Board - April 1st.
4. Deadline for final decision of applicant - May 1st.
5. A sabbatical leave committee will be appointed by the Superintendent with equitable representation of the HCSDAA and the Board. It is recommended that this committee consist of two Board members, two administrators, and two designees of the Board, who may be supervisors, administrators, or other Board members. It is the function of this committee to make its recommendation to the Superintendent who will make his recommendation to the Board. Final decision shall remain with the Board of Education in granting leaves of absence.
6. Factors for Consideration:
  - 6.1 Seniority in the Horseheads system with total professional experience as a second consideration.
  - 6.2 Potential benefit to the District.
  - 6.3 Purpose of leave:
    - 6.3.1 formal study
    - 6.3.2 research and/or writing
    - 6.3.3 travel pertinent to professional responsibility
- NOTE: Board reserves the right to waive the foregoing purposes in favor of some other project or pursuit considered more valuable to the District.
7. Sabbatical leave, once granted, cannot be terminated before expiration date, except as otherwise agreed upon by the Superintendent and the Board of Education.
  - 7.1 Compensation:
    - 7.1.1 One full year (two consecutive semesters) - half pay.
    - 7.1.2 One half year - full pay.
    - 7.1.3 Those members of HCSDAA on such leave shall not be considered as regular employees of the Board of Education. However, the time thus spent shall count as regular service toward seniority, retirement, salary increases, and benefits. Tenure status shall not be affected by such leave.

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- 7.1.4 Payment shall be made on the regular salary dates with the regular deductions withheld.
- 7.1.5 Because the time spent during an approved leave of absence is deemed to be of present value to the District, such compensation shall be considered as pay for services being rendered.
- 7.2 Report to the Superintendent:
  - 7.2.1 Immediate notification and approval from Superintendent of any substantial change in planned program.
  - 7.2.2 Interim Report - at mid-point of leave notifying Superintendent of progress.
  - 7.2.3 Final Report - formal study
    - a. Institution attended
    - b. Courses taken with credits received (transcript is acceptable)
    - c. Experience gained
    - d. Evaluation of benefits achieved and expected benefit to the Horseheads system

In the case of other types of sabbatical leave such as research to travel, a full report will be expected reporting on specifically what was done, where and the benefits to the individual and the District.

- 7.3 Return to service:
  - 7.3.1 Unit member shall be restored to his original professional position or one of like nature.
  - 7.3.2 Sabbatical leave requirement not fulfilled until unit member has submitted final report within 30 days after return to active duty.
  - 7.3.3 A unit member taking sabbatical leave and NOT employed in the system for two subsequent years must repay to the Board the full amount of pay drawn during the sabbatical leave. This does not apply when the unit member becomes disabled or in cases in which the Board waives the rule because of extenuating circumstances.
  - 7.3.4 A unit member on sabbatical shall not be forced to return to regular employment abruptly nor arbitrarily without first being provided with

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specific reasons for the proposed action given by the Superintendent followed by a formal opportunity to respond to the Superintendent and the Board of Education.

### **ARTICLE VII EVALUATION**

#### **A. Professional Growth Program**

Administrators will participate in a Professional Growth Program as outlined in the handbook entitled: Professional Growth for Administrators.

#### **B. File Entries and Response**

The unit member shall be notified in writing of any derogatory entry in the unit member's personnel file within three (3) days of such entry. The unit member shall have the right to attach a written statement to any such material. The unit member shall have the opportunity to confer with the person or persons initiating any such material.

#### **C. Written Data for Dismissal or Discharge**

No written data will be cited for dismissal or denial of tenure of which the unit member was not previously aware.

### **ARTICLE VIII NEGOTIATION PROCEDURES**

Negotiations for successor agreement shall be commenced at any time upon the request of either party. A tentative list of items for negotiations shall be submitted in writing by each party to the other at least one (1) week prior to the first meeting.

Following the initial meeting, such additional meetings shall be held until the parties reach an agreement, or until an impasse is reached.

### **ARTICLE IX GENERAL AGREEMENTS**

#### **A. Modification of Agreement**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added on, deleted from or modified



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only through the voluntary, mutual consent of the parties acting through the Superintendent of Schools and the President of the Horseheads Central School District Association of Administrators in a written and signed amendment to the Agreement.

### **B. Agreement Superseding**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

### **C. Savings Clause**

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **D. Duplication**

Copies of the Agreement shall be duplicated and distributed to all unit members at the expense of the District and available to all unit members not employed or hereafter employed by the Board. At least fifteen (15) additional copies shall be supplied to the Association immediately after duplication.

### **E. Conference Attendance**

Conference attendance may be granted each year upon approval by the Assistant Superintendent for at least one major conference for each unit member at the District's expense. Additional conferences, funded in part or whole from money remaining in the administrator's conference account, may be granted by the Assistant Superintendent.

### **F. Program Change**

The Board will continue its past policy of prior consultation with the Administrative Council in initiating or discontinuing major programs in the district.

### **G. Reporting to Board**

The Association or any unit member shall have the right to report to the Board of Education either in writing or in person any item discussed at an Administrative Council meeting.

### **H. Reduction in Staff**

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Whenever the Board of Education plans to adopt a plan involving the reduction of a unit member, it shall submit its proposed plan to a meeting of the Administrative Council, to be held at least ten (10) days prior to the adoption of the plan, at which meeting the plan shall be submitted in full with free and complete opportunity for discussion and exploration. If a regular meeting of the Council is not scheduled within the necessary time, the Superintendent shall call a special Council meeting with advance notice to members, at least two (2) days prior to the meeting date, which notice shall state in general terms the purpose of the meeting.

### I. Abolishment of Position

Should a unit member's position(s) be abolished, that unit member shall be afforded the opportunity to transfer to a professional position for which he/she is certified if such position is available in the district. The salary for this position shall be commensurate with the position and the individual's experience.

### J. Teacher Evaluation

Written teacher evaluations of tenured teachers shall be forwarded to the Assistant Superintendent by the evaluator on or before May 15 of the school year in which the evaluations are done.

### K. District Personnel Evaluation

Any unit member shall be afforded the opportunity to submit written input of an evaluative nature on district level support personnel (instructional and non-instructional) to that individual's immediate supervisor. Such written input must be in compliance with all the relevant district contracts. Such written evaluations would also be made available to the personnel being evaluated for their consideration and the opportunity to state their concurrence or rebuttal. Such evaluations would not apply to the Superintendent.

### L. Vacation Conversion

Any unit member shall be eligible to elect to have up to five (5) days of vacation converted to regular salary. The unit member must notify the District prior to June 1 in order that the appropriate adjustment may be made for the next school year. In which case, up to five (5) days of vacation will be permanently deleted from the employee's allotment and the employee will have his or her regular salary increased by an equivalent amount.

Notwithstanding the above paragraph, within the final three years of employment prior to retirement, a Unit member may issue an irrevocable letter of retirement and in each year may convert up to three (3) accrued vacation days to salary.

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### M. Payment for Teaching In-Service Courses

Unit members will be paid for teaching in-service courses at the current District rate.

## **ARTICLE X DUES DEDUCTION**

### A. Procedures

The Board agrees to deduct from the salaries of the members of the Association dues as said member, individual and voluntarily, authorize the Board to deduct and to transmit the monies promptly to the treasurer of the Horseheads Central School District Association of Administrators (HCSDAA). Such deductions are to be spread over selected consecutive pay dates. Members' authorizations will be in writing on the form as set forth in Appendix II.

### B. Listing of Unit Members

No later than September 30 of each year, the Board will provide the HCSDAA with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section A above. Any unit member desiring to have the Board discontinue deductions he had previously authorized, must notify the Board (and the Association concerned) in writing.

### C. Exclusive Check-Off Rights

The District agrees that it will not accord dues deducted or similar check-off rights to any local administrative unit other than HCSDAA.

### D. Transmittal of Dues

All dues or fees deducted by the District from the payrolls of members of the bargaining unit shall be transmitted promptly to the HCSDAA treasurer prior to the subsequent payroll date.

## **ARTICLE XI Out of District Children**

Should the employee wish to have his/her child(ren) attend the Horseheads Central School District, the child shall be allowed to attend school in the District on a tuition-free basis for as long as the employee works in the District. Should the employee leave the District mid-year and not be a resident thereof, the child shall be allowed to finish the school year tuition-free.

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**ARTICLE XII  
DURATION OF AGREEMENT**

The duration of this contract shall be for a period to commence July 1, 2005, and to end June 30, 2008.

The parties agree that all negotiable items have been discussed during negotiations to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. This provision shall not affect negotiations or agreements to be effective in any subsequent agreement.

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 BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Signed:

by \_\_\_\_\_  
Superintendent of Schools Date

by \_\_\_\_\_  
President-Association of Administrators Date

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**APPENDIX I  
GRIEVANCE FORM**

Date \_\_\_\_\_

HCSDAA Unit Member's Name \_\_\_\_\_

Building \_\_\_\_\_

Nature of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Settlement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_  
(Unit Member)

Signed \_\_\_\_\_  
(For the HCSDAA)

District Reply

\_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_  
(District Administrator)

Fill out in duplicate.

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**APPENDIX II  
DUES AUTHORIZATION CARD**

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the Horseheads Central School Board to deduct from my earnings and transmit to the Horseheads Central School District Association of Administrators' Treasurer an amount sufficient to provide for regular payments of dues as certified by such association in equal consecutive payments. I understand that the Board will discontinue such deductions for any school year only if I notify the Board in writing. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Board and all of its officers from any liability therefore.

\$ \_\_\_\_\_ to be deducted over \_\_\_\_\_ number of pays

Date \_\_\_\_\_ Signature \_\_\_\_\_

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**APPENDIX III  
PERSONAL LEAVE FORM**

PERSONAL LEAVE REQUEST

I will be absent \_\_\_\_\_ and respectfully request your approval of  
(date)  
of this absence.

I understand that the purpose of "PERSONAL LEAVE" is to allow a unit member the opportunity of conducting business of a personal nature which he/she does not wish to reveal and which cannot be conveniently transacted at any other time.

I hereby certify that my request for this leave is made in the spirit of this understanding.

HCSDAA Unit Member's Signature \_\_\_\_\_ Date

Approved by \_\_\_\_\_ Date  
(District Administrator)

Note: Personal leave may not exceed two (2) days per year and it may not be used to extend vacation leave or a holiday or in conjunction with other absence to extend a holiday or vacation.

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**APPENDIX IV  
EMERGENCY LEAVE**

REQUEST FOR USE OF SICK LEAVE FOR  
PURPOSES OTHER THAN PERSONAL DISABILITY

I was absent on the following dates \_\_\_\_\_  
(show all dates)

for reason stated below:

\_\_\_\_\_  
(state briefly all important data relating to absence)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I respectfully request your approval of this absence and ask that \_\_\_\_\_ days be charged against the emergency provisions of my accumulated sick leave.

HCSDAA Unit Member's Name \_\_\_\_\_ Date \_\_\_\_\_

(please circle)  
Approved NOT Approved by \_\_\_\_\_ Date \_\_\_\_\_  
(Immediate Supervisor)

Approved NOT Approved by \_\_\_\_\_ Date \_\_\_\_\_  
(Superintendent of Schools)

Approved NOT Approved by \_\_\_\_\_ Date \_\_\_\_\_  
(Board of Education)  
(Required for Absences Exceeding Maximum)