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AD1/5209

AGREEMENT BETWEEN
BOARD OF EDUCATION
OF
HARRISON CENTRAL SCHOOL DISTRICT
AND
HARRISON ADMINISTRATORS' ASSOCIATION
JULY 1, 2008 - JUNE 30, 2012

RECEIVED

DEC 04 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act, to encourage and to increase effective and harmonious working relationships in the Harrison School System, and to provide the highest educational standards, this agreement is made and entered into as of the 1st day of July 2008, and expiring on the 30th day of June 2012, by and between the Board of Education, Harrison Central School District, Harrison, New York (the "Board") and the Harrison Administrators' Association (the "Association").

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Association as the exclusive negotiating agent for all certified supervisory and administrative personnel holding the positions of Principals, Assistant Principals, Directors, Supervisors, and Coordinators for the purposes of negotiating collectively over the terms and conditions of employment hereinafter set forth and pursuant to the Public Employees Fair Employment Act.

1.2 This Agreement shall be effective July 1, 2008 and continue in effect through June 30, 2012.

ARTICLE II

DUES DEDUCTION

2.1 DUES CHECK-OFF:

A. The District agrees to deduct from the salaries of unit employees dues for the Association as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Association. Employee authorization shall be in writing on forms mutually approved by the District and the Association.

B. Deductions referred to above shall be made in the following manner:

1. The Association shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Association.

2. The total annual membership dues, certified as mentioned above, shall be deducted in equal installments beginning with the second pay period in October.

3. No later than thirty (30) days prior to the second scheduled pay date in October, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.

C. Additional authorizations submitted after the schedule set forth in paragraph 2.1(B)(3) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2.1(B)(2).

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

E. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Association upon receipt of any such notice. Said withdrawal shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

2.2 AGENCY FEE:

A. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collective negotiations provided, however, that such employee shall have available to her/him membership in the Association.

B. Said service fee shall be certified to the District by the Association. The fee shall be apportioned for any part-time or limited employment.

C. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of nonmembers at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.

D. The Union affirms it has adopted a refund procedure consistent with law.

E. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Association.

ARTICLE III

MAINTENANCE OF STANDARDS

3.1 All conditions of employment and general working conditions shall be those standards in effect in the School System as of the prior school year, except as herein provided. The parties herewith acknowledge that the foregoing pertains solely to those terms and conditions of employment that have been designated as "mandatory" by the Public Employment Relations Board. If a position is eliminated and the duties of that position are consolidated and/or redistributed to another unit member, the District will engage in impact bargaining with the Association.

It is expected that all duties and responsibilities covered in this Article will agree with the statement of duties and responsibilities that will emerge as the district codifies its policies. Any conflict between existing duties and responsibilities as now understood by the administrators and as these duties and responsibilities are stated in the policy code will be resolved through further negotiation before the policy code is adopted by the Board.

ARTICLE IV

COLLECTIVE NEGOTIATIONS

4.1 The District and the Association agree to negotiate in good faith in an effort to reach a mutually satisfactory agreement on the terms and conditions of employment of administrators.

Negotiated agreements arrived at shall be reduced to writing and signed by the parties.

4.2 Negotiations for future contract shall commence no later than January 15th of the last year of this agreement. All negotiations meetings shall be held at a mutually convenient place, time and date. The terms and conditions of this Agreement shall remain in effect until altered by mutual agreement in writing.

4.3 The District and the Association may be represented by teams of negotiators consisting of not more than three representatives or members and one legal counselor. Neither party shall have any control over the selection of the negotiators or bargaining representatives of the other party. Other persons who have special knowledge or information desired by either side may be invited to attend negotiation meetings.

4.4 The District shall make available records, information, and substantiating data which are directly related to a topic under negotiation. A copy of the Annual School Budget and the Annual Financial Report will be made available to the Association when made available to District residents.

4.5 The District agrees not to negotiate with any individual employee, employee group or organization other than the Association regarding the terms or conditions of employment of employees represented by the Association.

4.6 Upon the request of the Association, the District, through the Superintendent of Schools, will consult with the Association President during the development and prior to the implementation of new programs. The provisions of this paragraph shall not be deemed in any way to limit or restrict the District's legal responsibilities and prerogatives.

ARTICLE V

EMPLOYMENT OF ADMINISTRATORS: VACANCIES

5.1 Medical Examination:

A. All applicants approved by the Board of Education for administrative positions shall have a pre-employment medical examination. (At its sole discretion, the Board may waive the time requirement). The administrator must be fit for employment.

B. Nothing contained herein shall diminish, nor otherwise impair, the authority of the District under Section 913 of the Education Law.

5.2 Previously accumulated and unused sick days will be restored to unit members whose positions are abolished and are thereafter recalled from a preferred eligible list.

5.3 Vacancies:

A. Notices of vacancies or promotional opportunities shall be posted on the District's website at least ten (10) days before the final date set forth on the notice for submission of applications and/or resumes. This notice shall set forth a description of the qualifications including training and experience for the position and shall include the duties and salary range.

B. The Human Resources Office shall notify each unit member of unit vacancies that occur during the summer vacation period. Said notice shall be forwarded to each unit member's school district e-mail address.

C. Salary of Interim Appointees: Any administrator already employed by the District who is appointed by the Board of Education to fill a temporary assignment as an "acting" administrator shall receive a salary or rate of pay not less than that of the minimum salary/per diem for the position.

D. New Positions: The provision hereof shall apply to new positions created within the school system, as well as vacancies occurring in existing positions.

5.4 The District shall fill regular unit vacancies and hire probationary administrators subject only to such terms and conditions of employment as have been negotiated for members of this bargaining

unit. Nothing herein limits or otherwise prohibits the District from hiring interim, per-diem administrators to fill temporary vacancies and to negotiate the terms and working conditions associated with these positions with the individual hired for said position.

ARTICLE VI

EVALUATION AND ADMINISTRATORS RECORDS

6.1 The District has adopted an Administrative Evaluation Program for unit members. Said Evaluation Program shall be effective as of July 1, 2008 and is attached hereto as Appendix "A". The parties herewith acknowledge that said Evaluation Program has been appended to this Agreement for informational purposes only and shall not be subject to the parties' grievance procedure (Article XIII). The procedural aspects of said Evaluation Program are set forth in Article 6.5.

6.2 Review of Personnel File: An Administrator will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself or herself at a reasonable time to the Superintendent. All such material will be kept in files located with the Superintendent or his designee. An Administrator will be entitled to have a representative of the Association accompany him or her during such review. Only those who have an official right and reason for so doing may inspect an Administrator's file, and said file shall not be open to public inspection except upon specific consent by the Administrator and the Association or as is required by law.

6.3 Response to Derogatory Material: No material derogatory to an Administrator's conduct, service, character or personality will be placed in his or her personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he or she had the opportunity to review such material by affixing his or her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If the administrator fails to acknowledge receipt of said document within seven (7) days, it shall be placed in his/her personnel file without his/her signature. The administrator will also have the right to submit a written answer to such materials, and his or her answer will be reviewed by the Superintendent

and attached to the file copy.

6.4 Report of Special Achievement: The Superintendent and Assistant Superintendent are hereby encouraged to place in the Administrator's files information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. Any such materials received from outside competent, responsible sources shall be included in the Administrator's file. The Administrator will acknowledge that he or she had had the opportunity to review such material by affixing his or her signature to a copy to be filed.

6.5 Evaluation Program

A. Conferences

The Administrative Evaluation process consists of three basic steps: A planning conference, interim conference and a year-end conference. Additional conferences may be held as deemed necessary by the evaluator.

1. Planning Conference(s): The first step in the evaluation process is a planning conference to be completed by October 15th of each school year. A finalized set of annual objectives, developed by the evaluator in consultation with the evaluatee, will be completed by October 30th. A copy of the annual objectives will be retained by the evaluatee and the evaluator.

2. Mid-Year Conference: A mid-year or interim conference will be held between the evaluatee and the evaluator by March 1st.

3. End-of-Year Conference: A year-end conference should be held by June 30th of the school year. Following this conference, an Annual Evaluation Report will be prepared and presented to the individual no later than July 30th.

B. Evaluation Reports

1. Annual Evaluation Report: An Annual Evaluation Report will be completed and submitted to the Human Resources Office.

2. Tenure Recommendation: Unit members in the final year of their probationary period shall be recommended by their immediate supervisor for tenure or for discontinued

service. In the event the administrator is being recommended for tenure, the immediate supervisor shall prepare a tenure recommendation, which will include a description of strengths and weaknesses and an assessment of overall performance in the individual's area of responsibility, based upon a review of the full probationary period. In the event an administrator is to be recommended for discontinued service, the immediate supervisor shall prepare an annual evaluation consistent with the provisions set forth in Article VI.

3. Reporting Procedures:

a. Annual Evaluation Reports will be completed by designated administrative/supervisory personnel on forms provided by the District for such purposes.

b. All evaluations shall be discussed with each administrator to be evaluated and he/she shall receive a copy of any Annual Evaluation Report or Tenure Recommendation. The signature of the administrator to be evaluated will appear on the Annual Evaluation Report or Tenure Recommendation to indicate the receipt of such report. The individual evaluated may submit a written response to any evaluation report. If the administrator fails to acknowledge receipt of said document within seven (7) days, it shall be placed in his/her personnel file without his/her signature.

c. Upon request, an individual shall be permitted to examine Annual Evaluation Reports and Tenure Recommendations on file in the Human Resources Office.

d. An Annual Evaluation Report covering the performance of probationary and tenured administrators shall be submitted to the Office of Human Resources no later than July 30th immediately following the close of the school year.

6.6 Notice of Termination: Probationary Administrators to be denied tenure and/or not to be employed shall receive at least three (3) months notice of termination of employment. Nothing herein shall be construed to limit the right of the school district to terminate a probationary administrator pursuant to the Education Law of New York State.

ARTICLE VII

ATTENDANCE AT CONFERENCES

7.1 Effective July 1, 1996, the District will create a conference fund for administrators which shall be used to cover the cost of attending educational or professional meetings or conferences which, in the Superintendent's opinion, would be beneficial to the professional growth of the administrator and in the best interests of the District. Each administrator shall be entitled to attend conferences. All requests for funds shall be made in writing to the Superintendent. All requests must be approved by the Superintendent, who shall retain the right to modify the requested allowance based upon the District's need and the number of conferences attended by administrators as a group or as an individual. Conferences shall be funded at \$30,000 annually for the entire unit.

7.2 All expenses for conferences shall be reimbursed according to District policy and with prior approval of the Superintendent or his designee.

7.3 Permission to attend conferences is at the sole discretion of the Superintendent or his designee. If permission is granted to attend a conference without reimbursement for expenses, all expenses associated with attendance at the conference shall be borne by the employee, and the employee may attend the conference without a loss of pay.

ARTICLE VIII

AUTHORITY IN BUILDING

8.1 Administrators are employed to direct and coordinate, under the supervision of the Superintendent of Schools, the planning, operation and evaluation of building programs and shall perform such duties as may reasonably be requested for the efficient administration of the educational program of the school. In order to discharge the responsibilities incumbent upon a building Principal, the Principal is vested with appropriate authority in the building. In emergency and crisis situations not covered by policy and when it is impossible to obtain direction from a superior, the Principal is empowered to act according to the dictates of professional judgment.

8.2 The Principal and his/her Administrative staff are responsible for the program of evaluation of all faculty and other personnel assigned to his/her building. The Principal will recommend to the Superintendent of Schools probationary teachers for retention or dismissal. The District shall not assign duties to the administrator which may subject him to exclusion from a professional association authorized by Article 14 of the New York State Civil Service Law.

8.3 Secretarial services will be provided to all administrators during the administrators' work year.

ARTICLE IX

RECRUITMENT OF TEACHERS AND STAFF

9.1 Administrators will be involved in the interviewing of candidates for all teaching positions, subordinate administrative positions and all other staff in their building or area. The administrator's judgment will be given consideration in selecting the person who the Superintendent recommends to the Board of Education for employment. Should the administrator be unavailable to conduct such interview, every reasonable effort will be made to hold the appointment until the administrator is available.

Nothing contained herein shall have the effect of nor be deemed to limit in any way the ability of the District to select staff.

ARTICLE X

LEAVE POLICIES

The following personnel and leave benefits shall accrue to administrators in the school district:

10.1 All administrators shall receive fifteen (15) days sick leave annually at full salary. Administrators hired after January 1, 1996 shall accumulate no more than two-hundred and fifteen (215) sick leave days.

A. Sick Leave Bank - A Sick Leave Bank (SLB) shall be administered by a joint committee of two (2) Association representatives and two (2) District representatives. In the event of a tie vote any dispute will be resolved by way of expedited arbitration at the District's expense. The authority

of the committee is limited to the administration of the regulations set forth herein and shall inform the Superintendent of its steps, procedures and operations and make available to him all decisions as well as rationales employed in making those decisions.

B. Sick Leave Bank days are available to unit members who suffer a long-term illness or injury. Said days may be accessed only after the unit member has exhausted his/her accumulated sick leave.

C. A unit member may apply to the sick leave bank in advance of the exhaustion of his or her sick days. A ten (10) working day waiting period without pay shall apply, after the exhaustion of the unit member's accumulated sick days. Said ten (10) day working day waiting period may be waived by the Committee.

D. There shall be an individual maximum lifetime benefit of two hundred and twenty (220) days.

E. Contributions:

1. The initial contribution required of each eligible administrator shall be four (4) Sick Leave Days.

2. The committee shall call upon participants for contributions of one (1) additional day each whenever the total number of days in the SLB falls below ten (10) days.

3. The District shall contribute three (3) leave days every two (2) sick days contributed by participants (including initial contributions), maximum of 100 days to be contributed by the Board of Education, per year.

10.2 Each administrator shall be allowed four (4) days of personal leave annually at full salary for the purpose of transacting or attending to personal business. Personal leave may not be used immediately before or after holidays and/or school vacations without the permission of the Superintendent of Schools. Except in an emergency the administrator taking personal leave shall give his or her immediate supervisor at least three (3) days written notice in advance of the leave day. Unused

personal days may be accumulated from year to year without limit to be added to sick leave for administrators.

10.3 An administrator shall be allowed a maximum of five (5) days leave annually at full salary for each death in the immediate family or of a family member of the household of which the administrator is a part. For each death of a member of the administrator's family, other than a member of the immediate family, the administrator shall be granted up to three (3) days paid leave annually.

10.4 An administrator shall be allowed a maximum of five (5) days leave annually with full pay because of serious illness in his or her immediate family or member of household.

10.5 With prior approval from the Superintendent, an administrator shall be allowed to take a leave of absence without pay or increment, for up to one year, because of the serious illness of a member of his or her immediate family.

10.6 For the purposes of subparagraphs 10.3, 10.4, 10.5, "immediate family" shall mean spouse, domestic partner, child, mother, father, brother, sister. Family members other than members of the immediate family referred to shall mean grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle.

10.7 All administrators shall be granted up to three (3) days of leave with full pay during each school year due to the birth of a baby or the adoption of a child.

10.8 Child Care Leave:

A. A child care leave without pay or increment for up to one (1) full calendar year shall be granted to administrators. Any administrator seeking such leave shall notify the Superintendent of Schools at least sixty (60) days before the leave is to commence and shall in his or her notice indicate the anticipated commencement and termination of such leave. In the event of an emergency, the Superintendent may waive the sixty (60) day notice requirement. Such leave shall normally terminate at the end of a semester.

B. Family and Medical Leave Act (FMLA) days (up to 12 weeks per year) shall be subsumed within the Administrator's child care leave. Requests for an FMLA leave shall be made in accordance with the District's FMLA policy and/or regulation.

C. The maximum child care leave for administrators will be one (1) calendar year per child. In the event that both the husband and wife are employed by the Board, only one of them may be on child care leave at any given time; maximum for couple will be one (1) year.

D. Child care leave must commence either prior to the birth or adoption (actual custody) of a child or within forty-five (45) days thereafter. If, however, the Administrator has become disabled as a result of the birth of a child, then the leave must commence within forty-five (45) days after the disability has ended.

E. All child care leaves shall terminate by September 1 or January 1 of the school year.

F. Prior to the expiration of the child care leave, the administrator may request early return to duty, which may be granted at the sole discretion of Superintendent. The Superintendent shall not, however, deny a request to return to duty beyond September 1st, if the request to do so is made prior to May 1st of the same calendar year, nor beyond February 1st, if the request to do so is made prior to October 1st of the same school year.

10.9 In the event of an official closing of schools due to inclement weather, administrators who are absent shall not be docked for the day or have said absence charged to his/her leave accruals.

10.10 Public obligations: Administrators will be permitted to complete jury duty or court-mandated appearances arising from a work-related obligation without having time charged to them.

10.11 Personal Leave Without Pay: A leave of absence without pay or increment may be granted to tenured administrators at the discretion of the Board, upon the recommendation of the Superintendent of Schools, in cases of special need.

10.12 Resumption of Benefits After Leave: All benefits to which an administrator was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave will be restored to him or her upon his or her return, and he or she will be assigned to the same position, which he or she held at the time said leave commenced, or, to a substantially equivalent position if available. The administrators' employment shall begin no later than the first day of the next school year.

10.13 Requests for Extension of Leave: All requests and grants of extensions or renewals of leave will be in writing. All leaves granted by the Board under subdivision 10.11 above shall commence at the end of a school year and shall not be granted for any period during the school year unless specifically authorized by the Superintendent.

10.14 Military Leave:

A. In time of a national emergency an administrator who is called to active duty into the armed forces of the United States will, upon his or her return, be placed on a salary schedule at the level which he or she would have achieved had he or she remained actively employed in the District. The period of time shall be that period during which he or she was required by law to serve.

B. Any administrator enlisting in any branch of the armed forces during the time of a national emergency or who is subject to selective service will, upon his or her return, be placed on a salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system. The period of time shall be that period during which he or she was required by law to serve.

ARTICLE XI

SALARIES

11.1 The Harrison Administrators Association agrees to the following salary increases:

- A. 2008-09: 4.0%
- 2009-10: 3.7%
- 2010-11: 3.5%
- 2011-12: 3.5%

B. RETENTION PAY: All unit members shall receive a \$1000 addition to base salary upon the award of tenure. Any unit member who opts for the retirement incentive set forth in a certain side letter agreement between the parties shall have the \$1,000 deducted from the lump sum payment granted to unit members in accordance with said retirement incentive.

C. EQUITY ADJUSTMENTS: Equity adjustments shall be added to the base salary of each unit member indicated below prior to the general wage increase and career increment for the 2008-09 school year as follows:

1. L. Mastrota: \$6,430
2. M. Ellis: \$6,430
3. L. Sclafani-Lederer: \$2,500

In addition to the percentage increase, each administrator shall receive a career step increase of three tenths (0.3) of one percent of their current year's base salary. This career step will be added to base salary.

11.2 A. Administrators shall work a twelve-month work year, excluding seventeen (17) paid Civil Service Holidays and twenty-eight (28) paid vacation days. In any given year, an administrator may receive payment for, or carry over, up to five (5) unused vacation days per year. Upon an administrator's retirement or separation from the District, the District will calculate the number of pro-rated vacation days earned that year and the employee shall be paid for up to five (5) earned, unused vacation days (unless otherwise approved in advance and in writing by the Superintendent). The monetary value of any unused vacation days shall be based on $1/240^{\text{th}}$ of the administrator's annual contract salary (i.e., base + longevity/retention pay/doctorate).

B. All requests to use vacation days shall be made at least two weeks in advance and shall be subject to the approval of the Superintendent or his designee. At the Superintendent's discretion, requests for vacation days may be approved with less than two weeks' notice. The parties herewith acknowledge that at least one (1) High School and one (1) Middle School administrator shall be present to provide coverage during the summer months. Individual administrators may petition the Superintendent

for an exception in any given year based upon individual or group circumstances. The decision of the Superintendent shall be final and binding and shall not be subject to the parties' grievance procedure.

C. Administrators shall be paid bi-weekly on a twelve month schedule.

D. All days worked beyond the normal work year shall be compensated at the per diem rate of 1/240th of the administrator's annual contract salary (i.e., base + longevity/retention pay/doctorate). Such work days must have the prior approval of the Superintendent or his designee. The administrator shall submit a voucher for payment for all days worked beyond the scheduled year at the per diem rate of 1/240th of the administrator's annual contract salary (i.e., base + longevity/retention pay/doctorate). Failure to pay for same by the second pay day after its submission shall be grievable.

11.3 Candidates for vacant positions identified and notified of their status as finalists for those positions, will be given a copy of the Agreement between the Board and the Association by the Superintendent of Schools.

11.4 The minimum annual salary for a new unit member appointed to one of the following positions shall be:

Title	2008-09 4.0%	2009-10 3.7%	2010-11 3.5%	2011-12 3.5%
High School Principal	\$161,495	\$167,471	\$173,332	\$179,399
Middle School Principal	\$152,193	\$157,824	\$163,348	\$169,065
Elementary School Principal	\$142,682	\$147,961	\$153,139	\$158,499
Director	\$133,169	\$138,097	\$142,930	\$147,933
Supervisor	\$124,821	\$129,439	\$133,970	\$138,658
Assistant Principal	\$119,482	\$123,903	\$128,240	\$132,728
Coordinator	\$119,482	\$123,903	\$128,240	\$132,728

11.5 Association members holding an earned doctorate shall receive an annual salary supplement of \$3,000.00. The stipend shall be payable upon receipt of the degree and prorated throughout the remainder of the contract year.

ARTICLE XII

RETIREMENT

12.1 A. Administrators resigning from the District for the purposes of retirement and eligible for service retirement under the New York State Teachers' Retirement System (NYSTRS) shall be granted the following benefit:

1. Any member of the bargaining unit who intends to retire shall be eligible to convert each unused sick leave day for an amount equal to \$100.00 per sick day up to a maximum of two hundred and fifteen (215) accumulated days.

2. In order to be eligible for this benefit, administrators must retire effective by June 30th or July 1st and must notify the Superintendent of their intention to retire no later than January 15 of the year in which they will retire.

B. If the retiring administrator does not elect to receive health insurance benefits in retirement as set forth in the provisions of Article XVIII, all such payments for unused sick leave shall be deposited as a one-time, non-discretionary, non-elective employer contribution to the IRC 403-B account of each eligible employee. The employer non-elective contribution set forth above shall be contributed to the provider designated by each eligible retiring employee to receive employer contributions. If the employee does not designate a 403-b account that can receive an employer non-elective contribution, the District shall deposit the contribution into a 403-b account on behalf of the employee as required by law. Eligible employees shall notify the District in writing of the total elective contribution, if any, made by them to any 403-b accounts outside of that which they contribute as an administrator of the Harrison Central School District by at least three (3) months prior to the teacher's effective date of retirement.

C. The District shall make the maximum non-elective contribution permitted under IRC § 415(c)(1) of 1986 as amended. In the event that the aggregate of the employer non-elective contribution and the employee elective contributions exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring employee as compensation, subject to any and all applicable taxes.

D. The Association acknowledges that the District has made no representations to the Association or its members as to the position of the Internal Revenue Service regarding the tax-deferred status of the above-referenced contributions or as to the position of the NYSTRS regarding whether these contributions shall be included in the members' final average salary.

12.2 When an administrator dies in service to the District that administrator's accumulated sick leave, to a maximum of 215 days, shall be converted and paid to his or her beneficiaries at a rate of \$100.00 per sick day up to a maximum of 215 accumulated days.

ARTICLE XIII

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure solutions to the disputes which may arise over the matters defined in or related to this Agreement.

13.1 To expedite the grievance process, the number of days indicated at each level shall be considered as a maximum. At any level of the proceedings, either party may introduce and/or add new information and/or evidence which may be relative to a decision in such proceedings.

13.2 Stage One

The aggrieved will first present the grievance, in writing, and no later than thirty (30) days from the time the employee knew or should have known of the incident giving rise to the grievance, to the Superintendent's designee and to the Association President. The grievance will be discussed directly with the Superintendent's designee, the Association representative, and the aggrieved with the object of resolving the matter informally. The Superintendent's designee shall render his decision within ten (10) school days after the grievance was discussed.

13.3 Stage Two

If the aggrieved is not satisfied with the disposition of the grievance at Stage One, or if no decision has been rendered within ten (10) school days after presentation thereof, the grievance shall be filed in writing to the Superintendent for formal review. Within ten (10) school days after receiving the written grievance, the Superintendent will render his formal decision.

13.4 Stage Three - Arbitration

If the Association is not satisfied with the decision at Stage Two or if no written decision is rendered, the grievance may be submitted to arbitration under the rules and procedures of the American Arbitration Association, provided, however, that the arbitration proceeding must be instituted within ten (10) days after the receipt of the written decision at Stage Two by the Association. The decision of the arbitrator shall be binding upon all parties. Costs for the services of the arbitrator shall be borne by the losing party.

ARTICLE XIV

PERSONAL INJURY BENEFIT

14.1 Whenever an administrator is temporarily absent from school because of an injury caused by an accident or assault occurring in the course of his or her employment, he or she will be paid his or her full salary for a period not to exceed six (6) months (less the amount of any Worker's Compensation award for temporary disability due to such injury) for the period of such temporary absence, and no part of such absence will be charged to his or her annual or accumulated sick leave provided that such days are reinstated to the District by the Worker's Compensation carrier, and the administrator shall accrue all benefits as if he or she were undertaking his or her regularly assigned duties.

ARTICLE XV

LONGEVITY INCREMENTS

15.1 Administrators who were **hired prior to May 5, 2005** and who are receiving annual longevity increment at the time this agreement is ratified shall continue to receive such annual increments as additional salary as follows:

Completed Years of Service	Longevity Payment
15-19 years	\$2,573
20-24 years	\$4,431
25-29 years	\$6,285
30+ years	\$8,141

Longevity payments provided above are non-cumulative. For the purposes of calculating

years of service in the District toward longevity, administrators who begin their employment on or before December 31st shall be given credit for that school year, and administrators who begin their employment on or after January 1st shall not be given credit for that school year.

15.2 All administrators who are not receiving longevity at the time this agreement is ratified shall receive annual longevity increment only for years of administrative/teaching experience in the District. Annual longevity increment shall be paid as additional salary as follows:

Completed Years of Service	Longevity Payment
5-9 years	\$1,500
10-14 years	\$2,500
15-19 years	\$3,500
20-24 years	\$4,500
25+ years	\$5,500

Longevity payments provided above are non-cumulative. For the purposes of calculating years of service in the District toward longevity, administrators who begin their employment on or before December 31st shall be given credit for that school year, and administrators who begin their employment on or after January 1st shall not be given credit for that school year.

ARTICLE XVI

REDUCTION IN STAFF

16.1 Procedure

A. When considering reductions in the administrative staff, the Board will first attempt to effect such reductions by attrition, and, if the educational program would not be adversely affected in the judgment of the Superintendent, by transfer to a different tenure area if the administrator is appropriately certified. If terminations are required, they shall be by seniority within the tenure area.

B. In determining seniority for purposes of this Agreement, the seniority date for each administrator shall be established as beginning with his or her most recent date of commencement of employment, within the tenure area, in the School District. Time spent on unpaid leaves of absence shall not be computed in determining seniority.

C. Notification of termination by reason of reduction in force shall be made in writing to the affected administrator and to the Association within ninety (90) days prior to the effective date of the termination.

ARTICLE XVII

SEVERANCE PAY AND MEDICAL BENEFITS

17.1 Administrators affected by a staff reduction shall receive at the time of such termination in addition to the recall provisions of the State Education Law:

A. A prorata salary equivalent to eight (8) weeks pay for administrators completing ten (10) years or more of service in the Harrison Central School District.

B. A prorata salary equivalent to six (6) weeks pay for administrators completing seven (7) to nine (9) years of service in the Harrison Central School District.

C. A prorata salary equivalent to four (4) weeks pay for administrators completing three (3) to six (6) years of service in the Harrison Central School District.

D. A prorata salary equivalent to two (2) weeks pay for administrators completing two (2) years of service in the Harrison Central School District.

E. Continuation of the District's health insurance plan by the District for a period as specified below or the securing of other employment, whichever comes first.

Years of Service in District at Time of Severance	Duration of Health Insurance Benefit
10+ years	8 months
7-9 years	6 months
3-6 years	4 months
2 years	2 months

ARTICLE XVIII

INSURANCE, ANNUITIES AND RETIREMENT

18.1 Tax Sheltered Annuities

The District agrees to withhold a portion of an Administrator's salary and to apply those funds to the purchase of an annuity plan or program agreed upon by the Administrator and the District.

There will be only two (2) enrollment periods throughout the year. Any employee who enrolls, or changes his rate of contribution to this plan must have his or her tax sheltered annuity enrollment form or contract into the school district Business Office by July 1, to be effective by September 1, or by December 1, to be effective by January 1. The tax law allows an individual to change the amount of the tax deferred contribution only once in each year.

Any participating member who wishes to terminate or discontinue his or her contributions to this plan may do so by notifying the school district Business Office in writing at least thirty (30) days in advance of the termination date.

The contributions to the annuity plan will be automatically deducted in equal parts from each paycheck and forwarded to the respective companies after they have submitted their monthly statements verifying contract members to the Business Office.

18.2 Health Insurance

A. Employee Contribution

Effective July 1, 2008, all active employees enrolled in the individual, family and two (2) person plan, shall make the following employee contributions:

2008-09: 10%
2009-10: 11%
2010-11: 11%
2011-12: 12%

In addition, in any year, should the cost of health insurance rise above ten percent (10%), the cost above ten percent (10%) will be equally shared between the parties.

B. Members of the bargaining unit who are covered under another health insurance plan under either a spouse or relative, may opt to waive coverage under this agreement for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source. The District will pay these employees an amount equal to 50% of the net savings in premiums that would be expended on their behalf taking into account any retirement or social security that must be paid on this amount. Employees electing to waive coverage must do so by October 15 with the provisions of this section taking effect on January 1. Payment to the employees shall be made in two halves with the first half being made during the first payroll period in March and the second being made during the first payroll period in October. Reinstatement of full coverage may be made by notifying the District in writing no later than October 15 of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source the previously stated notification deadlines may be waived to the extent that there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, the employee will repay, pro rata, any amount already forwarded to him/her.

C. Health insurance shall be limited to full-time employees only. However, part-time employees who currently receive health insurance benefits will continue to receive health insurance benefits at the same rate as the full-time employees.

D. The Board shall pay the full cost of health insurance in retirement for administrators who retire from the District on or by July 1, 2009. Effective July 2, 2009 and thereafter, Administrators with at least five (5) full years of service in the District, and who retire into the New York State Teachers Retirement System, shall be entitled to maintain the same coverage, that is, individual, family, or two (2) person, in effect for the retired administrator at the time of retirement. Such eligible retired administrators shall make the following contributions toward health insurance in retirement:

Years of Service	Pre-Medicare	Medicare Primary
5-15 years of service	10%	6%
16+ years of service*	7.5%	4.5%

* Administrators hired before May 5, 2005 who were awarded prior service credit will apply the same prior service credit toward the service requirement for retiree health insurance.

E. Members retiring effective July 2, 2009 and thereafter who wish to participate in the District's health insurance plan in retirement must use their sick leave conversion benefits for the purpose of premium payment into retirement according to the contribution rates set forth in Article XVIII(2)(C). The District shall maintain a separate accounting of said monies credited to each employee. Annually, costs attributable to the payment of the employee's share of health insurance premiums during retirement shall be recorded as a deduction from the sum credited in the accounting for each employee, until the balance is exhausted, at which time the retiree will himself/herself be billed and required to pay for his/her share of health insurance premiums. The District will provide annual statements to each retiree indicating the sums deemed remaining credited to the employee. If the employee dies prior to exhaustion of the balance credited to them, the retiree's spouse or eligible dependents, during the period of COBRA coverage if elected, shall continue to have the costs attributable to the payment of the spouse's share of health insurance premiums deemed paid in the manner described above. Upon completion of the COBRA period of coverage, any amount remaining in the employee's accounting will be forfeited and revert to the District. Employees who are eligible to retire and do not elect to take health insurance into retirement shall receive payment for those unused sick leave days.

18.3 Benefit Fund

The Board shall contribute the following per capita payments to the H.A.A. Benefit Fund, for the purpose of purchasing dental insurance, group life insurance and/or disability benefits:

2008-09: \$1,872
2009-10: \$1,941
2010-11: \$2,009
2011-12: \$2,080

Payment shall be made in one lump sum to the Benefit Fund on or before July 31 of each year. However, if the Board is able to arrange for withholding of the administrators' contributions to the

Benefit Fund then payment of the Board contribution shall be made in two lump sums (each being one half of the total), the first on or before July 31 of each year and the second on or before January 31 of each year. If withholding is arranged, the Board shall deduct from the salary of an administrator, who so authorizes in writing, the administrator's contribution to the Benefit Fund in the amount designated by the administrator and shall transmit the monies so deducted to the Benefit Fund. The above payment or payments of the Board's contribution shall be amended as the employment situation changes so that if membership in the Association increases or decreases, the lump sum payment will be adjusted accordingly on a prorated basis. The Association shall certify the additions and deletions.

ARTICLE XIX

TUITION REIMBURSEMENT

19.1 Association members shall be eligible for tuition reimbursement for up to twelve semester hours of graduate work annually, provided that the course work is directly associated with his or her professional assignment in either content or process. Request for approval must be submitted to the Superintendent in advance of registration. A determination as to the appropriateness of any course work for reimbursement purposes under this provision shall be at the sole discretion of the Superintendent.

A. A maximum of \$5,000.00 per member per annum, to a maximum of \$25,000.00 per annum for the bargaining unit, shall be available for tuition reimbursement. These funds shall be non-cumulative. The foregoing funds shall be divided proportionally if the maximum for the unit is exceeded.

B. Administrators must submit transcripts by May 1 for payment on or before June 30. The Association and the District shall herewith agree to a procedure for payment if transcripts are not available by May 1.

C. Administrators who separate from the District for any reason shall be required to reimburse the District for all tuition reimbursement for coursework completed during the two (2) years immediately prior to the Administrator's last day of work in the District.

ARTICLE XX

NON-RESIDENT ENROLLMENT

20.1 Effective July 1, 2008, administrators who are not residents of Harrison shall not be permitted to enroll their non-resident children in the District's schools.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

21.1 This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

21.2 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.

A. Requirements of Legislative Approval: It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.


21.3 If any provision of this Agreement or any application of the Agreement to any administrator shall be 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.

21.4 All the terms and conditions of this Agreement, except for the fixing of new salary schedules or payment, shall be deemed to continue in full force and effect at the termination of this Agreement, in the event a new agreement has not been entered into between the parties hereto.

21.5 The cost of reproducing and distributing copies of this Agreement to each member of the unit will be borne by the Board of Education.

Agreement between the Harrison Administrators' Association and the Board of Education of the Harrison Central School District is herewith executed by the parties' signatures below.

for
HARRISON ADMINISTRATORS'
ASSOCIATION



Kent Leo, HAA President




Kathy Barbagallo, Vice President

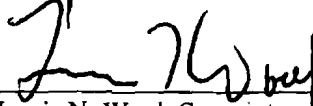


Robert Kalman, Negotiator

for
BOARD OF EDUCATION OF THE
HARRISON CENTRAL SCHOOL
DISTRICT



David Singer, President



Louis N. Wool, Superintendent of Schools

