

**COLLECTIVE NEGOTIATIONS AGREEMENT**  
**Between**  
**The Highland Central School District**  
**And**  
**The Highland Administrator's Association**  
**July 1, 2020– June 30, 2024**

The Highland Central School District, hereinafter referred to as the “District”, recognizes the Highland Administrators Association as bargaining representative of certified school district administrators in the following titles:

- **Building Principals**
- **Building Assistant Principals**
- **Director of Student Services**
- **Director of Instructional Data and Assessment**
- **Director of Pupil Personnel Services**
- **Director of Technology**

Hereinafter referred to as “administrators” or “unit members.”

**I. COMPENSATION**

**A. SALARY**

Beginning July 1, 2020, each unit member’s salary will be increased by the following percentages:

2020-2021	2.5%
2021-2022	2.5%
2022-2023	2.75%
2023-2024	2.75%

**B. ARCH PROGRAM**

Administrators who elect to supervise the Alternative/Restorative Collaborative High School program will be compensated at a rate of \$75.00 per hour.

**C. DOCTORATE DEGREE**

An Administrator’s base salary shall be increased by \$3,000 on July 1<sup>st</sup> after verification of an earned doctorate.

## **II. BENEFITS**

### **A. Health Insurance**

1. For unit members hired prior to 7/1/2017: The District shall pay 85% of the cost of the individual or family health insurance premium under the NYS Health Insurance Plan (NYSHIP) and 85% of the cost of the individual or family dental insurance.
2. For unit members hired on or after 7/1/2017: The District shall pay 80% of the cost of the individual or family health insurance premium under the NYS Health Insurance Plan (NYSHIP) and 80% of the cost of the individual or family dental insurance.
3. The District's contribution shall be capped at 85% (if hired prior to 7/1/2017) or 80% (if hired on or after 7/1/2017) of the cost of the NYS Health Insurance Plan (NYSHIP). In the event a unit member selects a plan that is more expensive than NYSHIP, he/she will be responsible for the additional cost.
4. Employee premium contributions of the gross premium of the health and dental insurance will be automatically deducted by the District.

### **B. Health Insurance Buyout**

An eligible unit member may choose to forgo the health insurance coverage, the unit member will be reimbursed \$5,000 per year each year they opt out of District provided coverage. Proof of coverage under other insurance will be required to be eligible for the buy-out. The reimbursement will be paid as salary each year of the contract on a pro-rated basis. The unit member must choose this option within thirty (30) days of the signing of the yearly open enrollment.

### **C. Health Insurance for Retirement**

An Administrator who submits a resignation for the purpose of retirement and is eligible to receive benefits from the New York State Teachers' Retirement System shall be entitled to individual or family coverage, as appropriate, under the District plan in effect.

For retired members, the District will provide a letter stating that the District will pay a percentage of the premiums for health and dental benefits. The percentage will vary depending upon the number of years of service in the District.

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

For unit members hired after 7/1/2017 or thereafter, the District shall contribute 80% towards the cost of individual or family health insurance premiums for unit members with 10 years or more of service.

**D. (a) Dental Plan**

The District agrees to provide group Dental Insurance coverage to active unit members and fund 85% of the plan cost with the unit member funding the remaining 15%.

The District will contribute \$1,250 to the HTA Benefit Trust annually for each active unit member who maintains district health insurance. If HAA is unsuccessful or not permitted to join the HTA Benefit Trust, the existing dental insurance will continue.

**D. (b) Vision Plan**

The District agrees to provide group Vision Insurance coverage to active unit members and fund 85% of the plan cost with the unit member funding the remaining 15%

**E. Tax shelter**

Beginning July 1, 2020, the District shall pay into each unit member's tax sheltered annuity account of choice.

2020-21	\$2,200
2021-22	\$2,400
2022-23	\$2,600
2023-24	\$2,800

**F. Work Year**

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

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

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

**G. Leaves of Absence**

**1. SICK LEAVE**

Administrators shall have a total of eighteen (18) days of sick leave per year with no cap on unused days.

(A) Upon retirement from the District and where such retirement is for the purpose of receiving benefits from the New York State Teachers Retirement System, the

District agrees to compensate the retiring administrator for accumulated, unused sick days \$75.00 per day up to a maximum of 150 days.

- (B) Where the administrator resigns from the District but where such resignation is not for the purpose of retirement from the District as set forth in Paragraph A of this Section, the District will compensate administrators as follows:

1-5 years of service 50% of accumulated sick days up to a maximum of 100 days at the rate of \$50.00 per day.

6-14 years of service 75% of accumulated sick days up to a maximum of 100 days at the rate of \$50.00 per day.

15 or more years of service 100% of accumulated sick days up to a maximum of 100 days at the rate of \$50.00 per day.

## **2. VACATION LEAVE**

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

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

Accumulated vacation days for HAA members are capped at thirty (30) days as of June 30<sup>th</sup> of each year. On July 1<sup>st</sup> of the next school year, any accumulated days beyond thirty (30) will be automatically cashed out at a rate of 1/240<sup>th</sup> of the preceding year's salary. Additionally, unit members shall be allowed to cash out an additional five (5) vacation days during the school year.

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

## **3. PERSONAL LEAVE**

An administrator shall have four (4) personal days per year for conducting personal business. Such days shall be non-cumulative.

Unused personal leave days will be converted to sick leave at the end of each school year.

## **4. BEREAVEMENT LEAVE**

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

## **H. TENURE RECOGNITION**

Unit members who are granted tenure will receive a tenure recognition payment in that year, after BOE approval of tenure. Payment is non-cumulative and not added to base salary. A unit member shall receive this payment on his/her anniversary date of tenure, until he/she is eligible for his/her first longevity.

For those unit members granted tenure in the current school year, increase payment as follows.

2020-21	\$1,350
2021-22	\$1,400
2022-23	\$1,450
2023-24	\$1,500

## **I. LONGEVITY BONUS**

Beginning July 1, 2013, and upon written request by June 1<sup>st</sup>, longevity bonus payments may be made in equal installments as part of the unit member's bi-weekly paychecks. Without a unit member's written request, the longevity payment will be made automatically in a lump sum upon the unit member's anniversary date.

Beginning July 1, 2020, increase longevity amounts as follows:

<b>Years of Service</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>5</b>	\$3,375	\$3,625	\$3,875	\$4,125
<b>10</b>	\$4,625	\$4,875	\$5,125	\$5,375
<b>15</b>	\$7,625	\$7,875	\$8,125	\$8,375

## **J. DUES**

The District shall pay a unit member's dues to SAANYs plus one National professional organization selected by the unit member with the approval of the Superintendent.

## **K. TRAVEL AND OTHER EXPENSES**

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

## **L. EVENING WORK**

Each unit member shall attend up to 15 BOE meetings annually.

## **M. MILEAGE**

Mileage Reimbursement – upon submission of appropriate receipts, unit members using their personal vehicle for school business purposes, will be reimbursed at the prevailing IRS rate for travel within the District, travel in connection with attendance at approved meetings and conferences, and for travel in connection with the performance of the administrator's official duties outside the school district.

## **N. RETIREMENT INCENTIVE**

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

## **III. EVALUATION**

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

## **IV. GRIEVANCE**

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

Jeffrey Selchick  
Bonnie Siber Weinstock  
Margaret Liebowitz  
Carol Wittenberg

## **V. FAIR DISMISSAL**

- A.** The District shall implement the Evaluation procedures outlined in Article III of this agreement.
- B.** Unit members who exhibit unsatisfactory job performance in achieving the performance goals or in any other aspect of their expected job performance (e.g., attendance, tardiness, supervision of staff and students, etc.) shall be given written notice of deficiencies and a mutually agreed upon length of time to correct the same. The Superintendent or his/her designee shall make recommendations that may enable success (e.g., peer assistance, professional literature, in-service training).

- C. If the above steps have been taken, and it is still recommended that the administrator be terminated, the administrator will be given notice in writing of the grounds for termination and will be given the minimum number of days required for written notice in accordance with State Education Department law for non-tenured administrators.
- D. The provisions of this Section shall not apply in cases involving misconduct.

## **VI. PROFESSIONAL COURTESY**

At the sole discretion of the Superintendent, non-resident unit members may apply to have their dependents attend the Highland Central School District for regular courses of instruction on a tuition free basis. In such cases, the following shall apply:

- a. The District shall not be responsible to provide transportation to such non-resident student. A unit member shall be solely responsible to transport the student to and from the student's assigned school.
- b. The unit member shall not bring the student to the student's assigned school prior to the time the students are required to report to school.
- c. In order for the student to be approved to attend school in the District, the assigned school must be able to adequately address the educational needs of the student. In the case of students identified as having an educational disability under IDEA/Article 89 of the Education Law, in order to access this section of the agreement his or her parent(s) should request that the school district of residence seek to arrange for a placement in Highland Central School District. However, the district of residence is not required to do so.
- d. The enrollment of the student shall not adversely affect the student enrollment of the Highland Central School District building that he/she will be assigned to. If the student's attendance in the District requires the hiring of additional staff or a program not currently offered by the District, the parent shall be obligated to pay the district for such actual excess costs.
- e. The unit member must submit to the Superintendent or designee, a request to enroll the student in or remove the student from the assigned school not later than the May 30<sup>th</sup> prior to the year of the intended enrollment or removal, except that at the discretion of the Superintendent or designee, requests received after May 30<sup>th</sup> may be considered on a case by case basis. The denial of a member's request shall not be subject to a grievance, improper practice charge or other legal proceeding.

The provisions set forth above shall sunset, becoming null and void in all regards, effective the close of business June 30, 2024; provided, however, that a student enrolled in the District as of June 30, 2024 shall be permitted to remain in his/her school until graduation from the school he/she attends.

## **VII. DURATION**

This agreement supersedes all prior agreements. This agreement shall remain in full force unless modified in writing by mutual agreement. This agreement remains in effect until June 30, 2024.

## **VIII. SUCCESSOR NEGOTIATIONS**

In the final year of the contract, a meeting will be held prior to the end of the third week of January to establish ground rules for negotiations and a schedule of negotiation meetings.

**IX. LEGISLATIVE AUTHORITY**

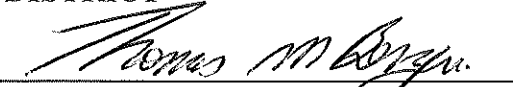
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**X. APPR – As per the signed and approved SMOA’s attached hereto.**

The parties agree that they will continue to meet and negotiate concerning the Annual Professional Performance Review (APPR) pursuant to Education Law Section 3012-d. The parties hereby agree to conduct such negotiations in an expeditious manner so that an APPR plan consistent with Education Law Section 3012-d and Part 30-3 of the Rules of the Board of Regents can be submitted to the Commissioner of Education for the purpose of securing the additional State Aid that was part of the 2015-16 budget bill.

**THE DISTRICT**

BY:



**Thomas M. Bongiovi**  
**Superintendent of Schools**

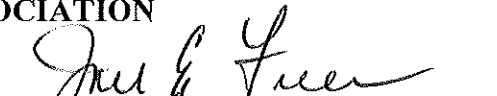
BY:



**Alan Barone**  
**Board of Education President**

**HIGHLAND ADMINISTRATORS’  
ASSOCIATION**

BY:



**Joel Freer**  
**HAA President**