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Contract Database Metadata Elements

Title: **Hoosic Valley Central School District and Hoosic Valley Teachers Association (2008)(MOA)**

Employer Name: **Hoosic Valley Central School District**

Union: **Hoosic Valley Teachers Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **5295**

Unit Size: **102**

Number of Pages: **23**

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MEMORANDUM of AGREEMENT

Hoosic Valley Central School District
and
Hoosic Valley Teachers Association

June 30, 2008

The following terms have been agreed upon by *consensus* in Interest-Based Negotiations. These terms shall modify the collective bargaining agreement expiring on June 30, 2008. All contractual provisions not specifically altered by this tentative agreement shall continue in effect. All proposed issues, not included in this document, were dropped by both parties.

Duration

The new Collective Bargaining Agreement shall be for four years commencing July 1, 2008 through June 30, 2012. The new or modified provisions of the agreement shall become effective July 1, 2008 unless otherwise noted.

Attendance Incentive Program

1. If 5 or fewer sick days are used per year the unit member will receive \$250.
2. If 3 or fewer sick days are used per year the unit member will receive \$350.
3. If 0 sick days used per year the unit member will receive \$500.
4. Returning teachers or retirees shall receive payment in a separate check on the first Friday of school in September (Retirees are subject to rules and regulations of the New York State Teachers Retirement System).
5. The parties agree to evaluate and prepare a joint report on the program annually by comparing results with the following

three standards:

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- a) **The program should improve teacher attendance**
 - b) **Improved attendance by teachers should be rewarded**
 - c) **There should be savings for the District**
6. This Attendance Incentive Program shall sunset on June 30 of each year but shall be continued provided mutual agreement.
 7. The Association will promote this attendance incentive program and will also make members aware that the District will seek to enforce current sick leave and personal leave contractual guidelines.

Distance Learning

1. No reduction in force in whole or in part as a result of courses offered.
2. Any program hosted through Distance Learning will not take the place of, or subtract from, the work that is or could be offered by Association membership.
3. The parties agree to negotiate mandatory subjects of bargaining pursuant to the Taylor Law
4. Creation of the Alternative Learning Council
 - a. The primary goal of the Council is to enhance educational improvement opportunities for students.
 - b. The Council is comprised of an equal number of members from each party, appointed by the District and Teachers Association.
 - c. The Council will cooperatively develop MOA's as needed.

Coaching and Extra Duty Compensation

1. Move Modified sports from 35% to 40%.
2. Place all current and prospective sports into the contract.

3. Modify the contract to reflect actual names and stipend rates of each sport (e.g. Bowling).

Health Insurance Cost Containment

The parties agree to establish a District-wide (multi-unit if possible), Joint Labor-Management Effort, for the purpose of health insurance cost-containment. This effort will include:

1. Better "marketing" and internal P.R. regarding current plans and more informed decisions by users.
2. Multi-unit involvement (all bargaining units and District groups)
3. Education and Enrollment Window options (an immediate Joint Statement for this year's window if possible)

Salary

Starting salary shall be \$34,151 for 2008-09

Effective July 1 of each year the salary schedule shall be increased based upon diagonal movement of 4.5% (inclusive of step) for the first 25 steps and then step 26 = 3.03%; step 27= 3.01%; step 28 = 2.98% and step 29 = 3.03% (SEE ATTACHED)

Both parties reserve their respective rights to ratification and approval and also recognize their duties and obligations to support this Tentative Agreement pursuant to the requirements of the New York State Taylor Law.

June 30, 2008

For The District:

Wendy Kelly
Karen Houston
D. A. K.
D. J. J.
[Signature]

For The Association:

Wendy McKernon
Monica Cagaro
Lori J. H.
Eric F. O'Brien
Kathy Keyes

STEPS	2008-09	2009-10	2010-11	2011-12
1	\$ 34,151	\$ 34,623	\$ 35,101	\$ 35,586
2	\$ 35,203	\$ 35,689	\$ 36,182	\$ 36,681
3	\$ 36,286	\$ 36,787	\$ 37,296	\$ 37,811
4	\$ 37,403	\$ 37,919	\$ 38,443	\$ 38,974
5	\$ 38,554	\$ 39,087	\$ 39,627	\$ 40,174
6	\$ 39,740	\$ 40,289	\$ 40,846	\$ 41,410
7	\$ 40,964	\$ 41,530	\$ 42,103	\$ 42,685
8	\$ 42,223	\$ 42,806	\$ 43,398	\$ 43,997
9	\$ 43,523	\$ 44,124	\$ 44,733	\$ 45,351
10	\$ 44,862	\$ 45,482	\$ 46,110	\$ 46,747
11	\$ 46,242	\$ 46,881	\$ 47,528	\$ 48,184
12	\$ 47,664	\$ 48,323	\$ 48,990	\$ 49,667
13	\$ 49,131	\$ 49,810	\$ 50,498	\$ 51,195
14	\$ 50,643	\$ 51,342	\$ 52,051	\$ 52,770
15	\$ 52,202	\$ 52,923	\$ 53,654	\$ 54,395
16	\$ 53,808	\$ 54,551	\$ 55,305	\$ 56,068
17	\$ 55,463	\$ 56,229	\$ 57,005	\$ 57,792
18	\$ 57,169	\$ 57,958	\$ 58,759	\$ 59,570
19	\$ 58,928	\$ 59,742	\$ 60,567	\$ 61,403
20	\$ 60,740	\$ 61,579	\$ 62,430	\$ 63,292
21	\$ 62,610	\$ 63,475	\$ 64,351	\$ 65,240
22	\$ 64,536	\$ 65,427	\$ 66,331	\$ 67,247
23	\$ 66,522	\$ 67,441	\$ 68,372	\$ 69,317
24	\$ 68,569	\$ 69,516	\$ 70,476	\$ 71,450
25	\$ 70,679	\$ 71,655	\$ 72,645	\$ 73,648
26	\$ 71,831	\$ 72,823	\$ 73,828	\$ 74,848
27	\$ 72,983	\$ 73,991	\$ 75,013	\$ 76,049
28	\$ 74,135	\$ 75,159	\$ 76,197	\$ 77,249
29	\$ 75,338	\$ 76,379	\$ 77,434	\$ 78,503

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AGREEMENT

between

THE NEW PALTZ CENTRAL SCHOOL DISTRICT

and

THE NEW PALTZ ADMINISTRATORS ASSOCIATION

Effective July 1, 2000 through June 30, 2005

M of A 7/1/08 - 6/30/09

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

This Agreement is hereby made and entered into this 18th day of March, 2002, by and between THE NEW PALTZ CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and THE NEW PALTZ ADMINISTRATORS ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE II TAYLOR LAW NOTICE

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining agent and representative for all Principals and Assistant Principals and Director of Physical Education/Director of Continuing Education/Athletic Director, employed by the School District, excluding all other employees, for the maximum period provided by law.

ARTICLE IV ASSOCIATION RIGHTS

1. With prior approval of the Superintendent, the Association may have the use of school buildings without cost and at reasonable times for meetings.

2. The Association will be permitted to use school typewriters, copying machines or other duplicating machines, audio visual equipment and other equipment relating to the ongoing business of the Association, providing that such equipment is not otherwise in use and that said equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use, the Association will provide and indicate so, their own materials and will be responsible for any damages to such machines or equipment.

3. The District shall deduct from the salary of each unit employee, who so authorizes in writing, dues for membership in any appropriate professional organization so designated by said member, and shall promptly transmit such deductions to the authorized organization or association.

4. The District shall print copies of this Agreement and distribute a copy to each member of the Association.

5. All unit members shall receive tentative agendas for the Board of Education meetings two (2) days prior to the Board meeting whenever possible. The minutes of all Public Board meetings will be sent to all unit members.

ARTICLE V **WORKDAY**

Bargaining unit members shall work such hours as are necessary to supervise the student instructional programs and teacher workday. On days when school is closed but unit members are scheduled to work, they will be expected to work a minimum of seven (7) hours. Attendance shall not be required on snow days or District holidays. The nature of these employees' roles requires a commitment in time and energy above and beyond that which is required in general of other employees in the District. Accordingly, the unit employees are subject to performing all their duties

and obligations, including those which are required by the District in order to meet responsibilities to the administration, other staff members, parents and children. A list of the holidays for the ensuing school year shall be furnished to the unit members following determination of the same by the District.

ARTICLE VI **WORKYEAR**

1. Vacation:

- a. Unit members may be required to work a twelve-month workyear in which event there shall be an entitlement to utilize twenty-two (22) vacation days each year. Unit members who have worked more than five (5) years in the District as an administrator shall receive one (1) additional vacation day per year of service, up to a maximum of twenty-five (25) vacation days per year. Unit members shall also be entitled to school holidays and snow days off with pay.
- b. Unit members shall be entitled to roll-over up to five (5) unused vacation days per year, to a maximum accumulation of thirty (30) days. Administrators with unused vacation days will be reimbursed for up to five (5) such days at the rate of 1/240th of their salary each year.
- c. Administrators shall be reimbursed for all unused vacation days, not to exceed thirty (30) days at the rate of 1/240 of their salary at the time of separation from the District. For purposes of retirement only, administrators shall be entitled to accumulate and be reimbursed for all vacation days not to exceed fifty (50) days, at the rate of 1/240 of their salary at the time of retirement.

2. All other leaves of absence with or without pay shall be subject to approval of the Superintendent of Schools and Board of Education; provided, however, that under no circumstances will absences be granted for activities which conflict with job responsibilities in the School District.

ARTICLE VII **NO STRIKE PLEDGE**

1. The District and Association recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The District and Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.

2. The Association affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

ARTICLE VIII **PAYROLL SAVINGS**

The District and the Association will cooperate with an area bank to provide for a savings plan for unit employees who wish to take advantage of it.

ARTICLE IX **CREDIT UNION DEDUCTIONS**

Payroll deductions shall be made for and transferred to the local credit union upon request.

ARTICLE X **TAX SHELTER ANNUITY PROGRAM**

The District will make available to the unit employees a tax shelter annuity program in accordance with Section 403(6) of the Internal Revenue Code of 1954, as amended.

ARTICLE XI **BEREAVEMENT LEAVE AND FAMILY LEAVE**

1. In the event of a death in the employee’s immediate family, said employee shall be granted up to five (5) days of bereavement leave with pay and said leave shall not be charged against sick leave. Immediate family is defined as the employee’s mother, father, brother, sister, spouse, child, grandparent or person residing in the household.

 a. In the event of the death of the employee’s mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, uncle or aunt, the employee shall be granted up to three (3) days of bereavement leave with pay and said leave shall not be charged against sick leave.

2. In the event of a severe illness in the employee’s immediate family, said employee will be granted a family leave of up to five (5) days with pay which leave shall be deducted from the employee’s sick leave. If the employee has no accumulated sick leave, such leave may be granted without pay. Immediate family includes only those relatives listed in Section 1 and 1-a, above.

ARTICLE XII **PERSONAL BUSINESS LEAVE**

1. Employees shall receive three (3) personal business leave days per year with pay, two (2) of which may be taken without reason given and one (1) which may be taken with reason. Requests for personal business leave days must be received by the Superintendent at least two (2)

days prior to the date of intended use and the reason for such use must be stated, if applicable. Personal business leave may only be used for personal business which cannot be conducted outside of the employee's regular workday or workweek such as:

- a. court appearances;
- b. house closings;
- c. consultations with lawyer;
- d. graduation or award ceremonies involving the employee.

2. Personal business leave days will not be granted for days immediately preceding or following a holiday or vacation period except in cases of extreme emergency and then only if the reason for the leave is (a), (b) or (c), above.

3. Each unit member shall be entitled to one (1) personal leave day, with pay, under the following conditions:

- a. prior notice will be given to the extent practicable; and
- b. such day shall not be used immediately preceding or following a holiday or vacation period, nor shall it be used on a day when teachers are scheduled to work.

4. Unused personal days shall be rolled over and counted as sick leave days.

ARTICLE XIII SICK LEAVE

1. Employees are entitled to seventeen (17) days of paid sick leave each year.

2. If any employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year to a maximum of two hundred seventy-

five (275) days. Any accumulation of unused sick leave heretofore granted by the District shall be counted toward the accumulated leave. The maximum accumulation will increase to 280 days effective July 1, 2002; 285 days, effective July 1, 2003; and 290 days, effective July 1, 2004.

3. Upon retirement from the District, unit members may liquidate up to the maximum accumulation of sick days as stated above at the rate of Twenty-Five Dollars (\$25.00) per day. This provision will become effective upon ratification of the parties.

4. In cases of absence for illness or physical disability, unit employees shall give the Superintendent as much prior notice as possible - both of the absence and of his/her return to duty.

ARTICLE XIV INCOME PROTECTION PROGRAM

1. The District shall contribute Two Hundred Ten Dollars (\$210.00) per unit member per year for those involved in an income protection plan.

2. The District shall forward a check to the appropriate company for the amount derived in Section 1.

ARTICLE XV DENTAL INSURANCE

The District shall provide a dental plan to all participating unit members. The same plan used for teachers shall be offered to participating unit members. The District shall contribute an amount equal to that provided on an individual basis for NPUT members for each participating employee in this bargaining unit. Any balance due for such coverage shall be paid for by the participating unit member.

ARTICLE XVI HEALTH INSURANCE

The District shall pay 95% towards health insurance for employees (retired employees) and 90% towards health insurance for dependent coverage for families of the employees.

ARTICLE XVII PROFESSIONAL DEVELOPMENT

1. Upon the authorization of the Superintendent, employees will attend, at the expense of the District, appropriate professional meetings at the local, state or national level. The Superintendent has sole and final discretion to authorize or deny such leave and expenses.

2. The District shall pay the membership fee for an employee's membership to one (1) professional organization if the Superintendent gives his prior approval and deems such membership to be of value to the District.

3. Administrators shall receive up to \$1,000 each, for training, seminars and/or workshops that are taken collaboratively and which encourage administrative interdependence, upon approval of the Superintendent of Schools.

ARTICLE XVIII SALARIES

1. Unit members will receive gross salary increases in 5.49% in 2000-01; 4.5% in 2001-02; 4.5% in 2002-03; 4.5% in 2003-04; and 4.5% in 2004-05. In 2002-03, 2003-04 and 2004-05, upon the Superintendent's recommendation, the Board may, at its discretion, grant merit pay increases beyond those set forth herein, for outstanding service of up to 2.5% per year. This merit pay provision will expire on June 30, 2005.

2. Unit members who are employed by the District on March 7, 2002 and who receive tenure during the term of this Agreement shall receive a \$3,000 tenure payment in the year following

the granting of tenure which will become part of the unit member's gross salary. This provision will not be applicable to any other administrators other than Antonia Woody, Dennis DeBari and Stephanie Giammatteo and will be eliminated from this Agreement, effective June 30, 2005.

ARTICLE XIX VACANCIES

1. The Superintendent will post any vacancy within the bargaining unit. The posting shall include a job description and salary range.
2. A notice outlining the information in "1," above, shall be sent to the President of the Association simultaneously to the time of posting.

ARTICLE XX EVALUATIONS

1. Each unit member shall be evaluated a minimum of once per school year.
2. A conference will be held with the employee to discuss said evaluation before the evaluation is placed in the employee's personnel file.
3. The employee shall sign the evaluation at the conference. Such signature does not indicate agreement with the evaluation but merely that the employee has seen the evaluation. The employee may respond to the evaluation by directing a letter to the Superintendent of Schools. A response directed to the Superintendent shall be placed in the employee's personnel file.

ARTICLE XXI MILEAGE REIMBURSEMENT

Unit members shall be reimbursed at the per mile rate established by Board policy for all approved and authorized travel for District business. Written authorization and approval must be

received in advance from the Superintendent except in cases of an emergency. The employee will be reimbursed at said rate upon presentation of a District claim voucher submitted in accordance with the District claims procedure.

ARTICLE XXII EMERGENCY LEAVE

An employee may be granted an emergency leave with or without pay upon the recommendation of the Superintendent and approval of the Board of Education.

ARTICLE XXIII RELIGIOUS LEAVE

An employee will be allowed religious leave with pay only where the religious tenets of the employee prohibit them from working on that day. In any event, the employee will only be allowed a maximum of three (3) religious leave days per year with pay.

ARTICLE XXIV GRIEVANCE PROCEDURE

A. Definitions

- a. Employer - New Paltz Central School District.
- b. Employee - Any Principal, Assistant Principal employed by the District.
- c. Grievance - “Grievance” is defined as any violation, misinterpretation or an inequitable application of a specific provision of this Agreement, excluding all matters otherwise reviewable by law by either a court or administrative agency.
- d. Board Sub-Committee - A Committee of three (3) members of the Board of Education appointed by the President of the Board. This Sub-Committee

shall hear the grievance and make a recommendation to the Board of Education.

- e. Time Limits - No grievance may be brought more than fifteen (15) school days after the occurrence of the act or condition upon which it is based or after the grievant knew or should have known of said act or condition. Any grievance brought after more than the specified number of days shall be deemed to be waived, barred and outside of the grievance procedure. The failure to initiate a grievance within this time limit, or the failure to process to initiate a grievance within this time limit, or the failure to process a grievance to the next step of the grievance procedure within the time limit set forth shall constitute a waiver of such grievance, and the grievance shall not be processed through the grievance procedure thereafter.
- f. Grievance Format - All grievances at each stage of this procedure must state the following: the specific contract clause alleged to have been violated, the name or names of the aggrieved employee, a statement outlining when the District allegedly violated the collective bargaining agreement, in what manner, and what management employees were involved, and the remedy or redress sought.
- g. General:
 - (1) The exclusive remedy for disagreements that arise under this Contract concerning its application or interpretation shall be the grievance procedure set forth below.

- (2) It is understood that a grievance may only be brought by an employee or a group of employees. The Association may not file a grievance.
- (3) If the District fails to respond within the contractual time limits, the employee, if he/she receives no response from the District, may pursue the grievance to the next step in the grievance procedure.
- (4) During the summer months of July and August, all days referred to in this procedure shall convert to calendar days, excluding Saturdays and Sundays.

B. Stage 1 - The employee must present the grievance in writing to the Superintendent of Schools within fifteen (15) school days after the occurrence of the act or condition upon which the grievance is based or within fifteen (15) school days after the grievant knew or should have known of the act or condition upon which the grievance is based. The Superintendent shall respond, in writing, to the employee within ten (10) school days after receipt of the grievance.

Stage 2 - If the employee is dissatisfied with the response at Stage 1, the employee may submit the grievance to the Sub-Committee of the Board within ten (10) school days following receipt of the Superintendent's decision. This shall be accomplished by sending the grievance and the District's responses to the Clerk of the Board with copies to the Superintendent of Schools. The Sub-Committee of the Board shall hold a hearing within twenty (20) school days after receipt of the grievance and shall make a written advisory recommendation to the entire Board of Education with copies to the employee within fifteen (15) school days after the hearing. The Board of Education shall consider the recommendations made by the Sub-Committee and shall decide what action to take, if any, on both the grievance and the recommendation at the next scheduled Board meeting following

receipt of the Sub-Committee's recommendation. The decision of the Board of Education shall be final and binding upon the parties and the employee shall receive a copy of that decision.

ARTICLE XXV PERSONNEL FILES

Every employee shall have the right to review the contents of his/her personnel file, excluding confidential material such as references, etc., in the presence of the Superintendent, or his/her designee. The employee may upon request, make copies of file material at the employee's expense.

ARTICLE XXVI PROPERTY DAMAGE

The School District will reimburse employees for the cost of replacing dentures, eyeglasses, hearing aids or clothing, less any amount recoverable via workers' compensation or the employee's personal insurance up to a maximum of two hundred (\$200.00) dollars per incident if such articles are damaged or destroyed as a result of injury, assault or accident related to and occurring during the unit member's performance of his/her job. The unit member must be able to prove to the District's satisfaction that said articles were damaged or destroyed as a result of the unit member's performance of his/her duties during the course of the unit member's workday.

ARTICLE XXVII WORKERS' COMPENSATION

Employees injured while performing assigned duties shall be paid the difference between their current salary and any workers' compensation for the duration of the absence from school up to a maximum of ninety (90) work days. The first five (5) work days of such an absence will be charged against the Principal's sick leave.

ARTICLE XXVIII RETIREMENT

The parties agree that the District may consider and enter into a retirement incentive with any retirement eligible administrator covered by this Agreement during the time of this Agreement.

ARTICLE XXIX DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2000 through June 30, 2005.

THE NEW PALTZ ADMINISTRATORS ASSOCIATION

BY: Barbara P. Chiz

Dated: 3/19/02

THE NEW PALTZ CENTRAL SCHOOL DISTRICT

BY: ARL

Dated: 3/19/02

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **THE NEW PALTZ ADMINISTRATORS ASSOCIATION**, hereinafter referred to as "the Association";

WHEREBY, the District and the Association agree to revive and incorporate the provisions of the Collectively Negotiated Agreement between them that will expire on June 30, 2008 into a successor one-year agreement effective July 1, 2008 and terminating on June 30, 2009 with the salary increases for the 2008-2009 school year to be determined utilizing the merit pay parameters utilized during the 2007-2008 school year.

SO AGREED this 25th day of June, 2008.

THE DISTRICT

BY: Maria C. Rice

THE ASSOCIATION

BY: Barbara P. Clute

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BUSINESS OFFICE

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