

**~AGREEMENT~**

**BY AND BETWEEN THE**

**BOARD OF EDUCATION  
OF THE  
HASTINGS-ON-HUDSON  
UNION FREE  
SCHOOL DISTRICT**

**AND THE**

**HASTINGS ADMINISTRATORS  
ASSOCIATION**

**JULY 1, 2022 - JUNE 30, 2025**

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**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF  
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT,  
Hereinafter called "the Board,"  
And the  
ADMINISTRATIVE ASSOCIATION OF HASTINGS-ON-HUDSON,  
Hereinafter called "the Association."**

**ARTICLE I  
RECOGNITION**

The Board hereby recognizes the Association for the purposes of negotiating collectively over the terms and conditions of employment pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of the administrators of the Hastings-on-Hudson School District, except for the Superintendent, Assistant Superintendent, Business Manager and other personnel who have been declared managerial.

Wherever the word "administrator" is used herein it is intended to mean a member of the bargaining unit regardless of his or her specific title.

**ARTICLE II  
COLLECTIVE NEGOTIATIONS**

1. The terms and conditions of employment provided in this Agreement are effective from July 1, 2022 to June 30, 2025. Because of the special nature of the public education process, it is recognized that matters may from time to time arise of vital concern to either party which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
2. The Board and the Association agree to negotiate in good faith in an effort to reach agreement on the terms and conditions of employment of the administrators.
3. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

Negotiations shall be conducted by a team of not to exceed five nor less than two from the Association. Each team may have legal counsel present as negotiator or otherwise and may from time to time invite to the negotiation discussions a limited number of other persons whose presence is reasonably required as participants. The Board shall, within reason, make available records, data and information in its possession (including line budget items where developed) which are directly pertinent to a topic under negotiation. Negotiated agreements arrived at shall be reduced to writing and signed by the Association and the Board.

4. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the members of the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations, subject to the final approval of the members of the Association and the Board.

**ARTICLE III**  
**DUTIES AND RESPONSIBILITIES OF ADMINISTRATORS**

Except as required by this Agreement, the duties and responsibilities of administrators in any position in the negotiating unit will not be substantially altered or in any way increased without a formal meeting between the Association, the Superintendent and Board members. 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.

Each administrator shall receive a copy of his or her job description. New hires shall receive a copy of their job description, which shall include the chain of command for Central Office personnel.

**ARTICLE IV**  
**POLICIES RELATED TO SCHOOL OPERATIONS**

Prior to adoption of any policy which will materially affect an area of school operations in which one or more members of the Association has substantial responsibility, the Board shall consult with, and solicit comments from, the Association or individual members thereof, as appropriate, concerning such policy. Final decisions with respect to all school policies shall, of course, be made by the Board.

**ARTICLE V**  
**WORKING CONDITIONS OF ADMINISTRATORS**

A. Term of Employment

1. Administrators shall be employed for a period of twelve (12) months each year. One (1) of the twelve (12) months shall be a vacation month with the understanding that a vacation month is the equivalent of twenty-two (22) working days. Vacation months will generally be July or August. The specific vacation time taken shall be by agreement with the Superintendent. The Superintendent may approve vacation days taken at other times. All administrators are required to return to work by August 20th unless said date falls on a weekend. In this case, they shall return by the following Monday. The Superintendent may approve a later starting date for special circumstances.
2. Administrators may carry over from year to year accrued unused vacation days with the approval of the Superintendent of Schools. Notwithstanding the yearly accrual of twenty-five (25) vacation days, administrators may accumulate, with the approval of the Superintendent, unused accrued vacation up to a maximum of twenty-five (25) vacation days. Accordingly, at no time may an administrator have unused accrued vacation time exceeding forty-four (47) days, including the yearly accrual of days.
3. Upon separation from employment with the District either by resignation, retirement or death, administrators will be paid for accrued unused vacation days, not to exceed twenty-five (25) days. Payment for accrued unused vacation days will be computed at 1/240th per day of the salary of the administrator at time of payment.

The district will provide an accounting of each administrator's vacation days that are accumulated and unused by October 1 of each school year.

If an administrator resigns during the school year, it is understood that the administrator will give back vacation days accrued on a pro-rated basis.

4. If an administrator is not to be continued in employment, notification will be provided no later than May 1, unless the end of his or her probationary period is other than June 30, in which case the administrator shall be given notice thirty days prior to the anniversary date of his or her appointment.

## B. Sick and Personal Leave

1. Administrators shall accumulate sick leave at the rate of fifteen days per year for each year of service in the District. Sick leave may be used for personal illness and/or family illness. Administrators are required to furnish a doctor's certificate for absences which extend beyond five consecutive work days. The District will provide an accounting of each administrator's sick leave accumulation by October 1 of each year.
2. Sick leave may be used for personal illness or up to thirty days for the illness of the administrator's spouse, minor children or persons permanently living with the administrator if that illness requires his or her presence at home.
3. Five days shall be allowed each year for personal business purposes. Three of these, if used, shall require a stated approved reason. Two of the total of five business days may be requested without a stated reason. Personal business days that are not used shall be added to the administrator's accumulated bank of sick days. All personal business days must be approved by the Superintendent.
4. The maximum of combined sick days and personal days an administrator may accumulate is two hundred and forty days.

## C. Sick Bank

A sick bank shall be established effective July 1, 1991 as follows. During the first year of this Agreement, the Board will contribute twenty-five days to the bank and each administrator shall contribute five days, for a total of fifty days. In each of the second and third years of the Agreement each administrator shall contribute three days to the bank. The bank may be used by any administrator who has used up his or her personal sick leave accumulation and who then suffers a long-term illness. There is no limit on the number of days which any one administrator may use but the Board will not replenish the bank during the life of this Agreement. The bank will be administered by a committee of two persons, one appointed by the Superintendent and one appointed by the Association.

## D. Bereavement Leave

Up to five school days shall be allowed, each year, for each death in the family. The immediate family shall include mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, aunts and uncles. These days are not cumulative.

## E. Health Insurance

1. For the 2022-2025 school years, members of the administrative bargaining unit opting for health insurance coverage under the terms of this agreement shall be obligated to pay 16.5% of the premium through payroll deduction.

For each of the above years, the Board shall pay the remaining percentage of the New York State Health Insurance Plan premiums for all administrators who wish to participate in this plan (individual and family).

2. (a) The Board reserves the right to change health insurance carriers. However, the Board agrees to give the Association one hundred and twenty calendar days' notice prior to a conversion. At the time of such notice, the Board shall also provide details of the plan to which it proposes to change. Within sixty calendar days of such notice, the Association shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the Association objects to any portion of the plan, it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged noncompliance within thirty calendar days of the Association's submission. Within ninety calendar days of the Board's original notice, the Association may immediately demand expedited arbitration by submitting such a demand to a mutually agreed upon arbitrator.  
  
(b) If the Association does not demand arbitration within the 90-day period, the Board may convert to the proposed plan. If the Association does demand arbitration, an arbitration date will be set by the arbitrator within thirty days of submission of such demand and award shall be rendered by the arbitrator within ten days of the final date of hearing with a decision to follow thereafter. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to remain in the existing plan. If the arbitrator determines that the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the proposed conversions, the Board may convert to the new plan. It is understood and agreed that moderate changes in co-pays and deductibles shall not be considered a change in the overall benefit structure.
3. Upon an administrator's retirement into the New York State Retirement System ("NYSRS"), the Board will pay eighty-five percent (85%) of the health insurance premium (individual, two persons, or family, whichever is in effect at the time of retirement) as long as the administrator remains retired in the New York State Retirement System.
4. Members of the administrative bargaining unit who are covered under another health insurance plan through either a spouse or relative may opt to waive coverage under the District's insurance policy 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 administrative bargaining unit must certify that he or she has health insurance through another source other than the District. The district will pay these employees an amount equal to 50% of the individual health premiums that would have been expanded on their behalf had they opted for health insurance taking into account contributions that would be made by an employee to the insurance plan, any retirement, or social security that must be paid should such be necessary.

## F. Additional Benefits

1. Each administrator will be entitled to be reimbursed for the cost of additional health-related or income protection insurance in the amount that will fully fund the HTA benefit fund premiums upon presentation of bills to the Superintendent.
2. The Board will provide \$1,000 per year to each administrator to be used for a life insurance policy.
3. Effective July 1, 1994 the District shall establish an IRS Section 125 Plan to cover solely health insurance premium contributions and uncovered medical expenses.
4. Overnight Chaperone: With prior Superintendent approval, compensatory time will be given to an administrator who is needed on overnight trips exclusive of when said trips occur during a school vacation period.

## G. Expense Reimbursement

1. Reimbursement for actual and necessary expenses incurred for authorized District activities and professional meetings shall be made.
2. Reimbursement for use of a personal vehicle for authorized travel on school business outside the District shall be at the highest rate existing in the District but in no event less than 20 cents per mile.
3. The Board recognizes that participation by administrators in school activities, PTSA meetings, local professional conferences and athletic contests held during the evening or on weekends may give rise to certain expenses such as meals which are properly school expenses when approved by the Superintendent.

Administrators will attend only one Board of Education meeting per month, unless specifically required by the Superintendent to attend other meetings. Reimbursement for the approved use of a personal vehicle for School District business shall be at the rate designated by the IRS for the then current year.

4. Reimbursement for all expenses shall be made after receipts for such expenses have been approved by the Superintendent.

## H. Service Pay

Any administrator who:

1. Is hired after April, 1971, shall have served in the District as an administrator for not less than a period of twelve years; and
2. Submits a written irrevocable resignation to the Board not later than January 15 or any year effective July 1 of the following year, shall, during the final year, receive an amount equal to the salary earned which he or she would otherwise have received plus an amount (herein called "service pay") determined by multiplying the sum of \$450 by the number of years of total service as an administrator in the District, provided that the total amount of service pay for any individual shall not exceed an amount equal to ten percent of his or her salary earned during the year immediately preceding his or her last year of service in the Dis

## I. Travel Insurance

The Board shall provide liability insurance coverage for an administrator above and beyond the maximum of the administrator's personal coverage to satisfy the limits of any claim against the administrator arising from an accident while the administrator is traveling on District business, provided, however, the Board's liability shall not exceed the maximum coverage provided for in its policy on the date of the accident

## J. Personnel File

An administrator is entitled to know how his or her supervisor views his or her performance as an administrator in the District and, accordingly, at his or her request, an administrator's personnel file shall be made available for his or her inspection, at reasonable times and intervals, and he or she may make copies of material in the file. Each administrator's personnel file shall contain any written material used in evaluating the administrator's performance in connection with (1) a decision which affects his or her career in the District, or (2) a reference concerning him or her given to another present or potential employer.

An adverse judgment or observation by administrative personnel which is significant to the reaching of any such decision or the giving of any such reference shall be reduced to writing and placed in the administrator's file. The Superintendent or his designee may be present while the administrator is examining his or her file. At the option of the administrator, a representative of the Association may be present while the administrator is examining his or her file. When material which is critical of an administrator is placed in his or her personnel file, he or she shall promptly be advised thereof and shall have the right to prepare a written response to any such critical material and to have the response attached to it. At the request of the Superintendent or his or her designee, an administrator will sign a copy of the material to indicate that he or she has read it; his or her signature is not intended to indicate agreement with it. Letters of reference about an administrator given by his or her prior employers will not be open to inspection. However, at his or her request, the Superintendent will furnish him or her with a list of all letters of reference showing dates and names.

## K. Doctorate Program Tuition Reimbursement

The District shall reimburse administrators who are enrolled in an approved doctorate program for education or other field relevant to their position, up to \$2,000.00 per year for tuition costs under the following conditions:

1. The administrator must be enrolled in a doctorate program of an accredited college/university.
2. The administrator must submit a written request for approval of the doctorate program for which he/ she is requesting reimbursement to the Superintendent of Schools by May 1<sup>st</sup> of the year prior to the year for which reimbursement will be requested.
3. The administrator must submit appropriate receipts showing payment of tuition in the year for which reimbursement is requested along with transcripts showing at least an average grade of "B." Reimbursement shall be provided within 60 calendar days of receipt of supporting documentation. No reimbursement shall be provided for courses taken more than one (1) year from the date of reimbursement request.



4. An administrator who voluntarily separates from service from the District within three (3) years of receiving reimbursement shall be required to pay the District for any tuition reimbursement amounts received within such three (3) year period. Such amounts will be deducted from the administrator's final paycheck and any remaining owed amounts shall be paid by the administrator by personal check
  5. Total reimbursement for the entire bargaining unit in one school year shall be \$4,000.00 (i.e., if 2 unit members are provided \$2,000.00 of reimbursement each in a school year, no other unit member shall be eligible for any reimbursement in that school year).
4. All other terms and conditions of the 2021-22 Agreement shall remain unchanged in the new Agreement.

Dated \_\_\_\_\_, 2022

For the District:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For the Association:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ARTICLE VI**  
**PROFESSIONAL ORGANIZATION PARTICIPATION**

1. The Board recognizes that participation in the activities of professional organizations will contribute to the professional growth of the administrative staff and thus be beneficial to the District. Accordingly, the Board will approve requests by members of the Association to participate in such activities to the extent that, in the Board's judgment, they do not unreasonably impinge upon performance of each such individual's duties in the District, it being understood that a special effort will be made to accommodate the needs of an individual who is undertaking some infrequent, special responsibility such as president of his or her professional association. It is expected that, in the normal situation, the Board's authority in this regard will be exercised by the Superintendent.
2. Yearly professional dues of administrators shall be paid by the District up to the total amount per member for each year of this Agreement of \$600.00. Such payment of dues will only be made to recognized state and/or national education organizations.

**ARTICLE VII**  
**SALARIES**

1.
  - (a) Effective July 1, 2022, Administrators will advance one (1) step yearly as per the Annual Salary Matrix attached. (Appendix A)
  - (b) Effective July 1, 2022: All bargaining unit members shall be placed on a new 20 step salary schedule, as set forth in Appendix "A" attached hereto, and the prior 40 step salary schedule shall no longer be of any force or effect. Current bargaining unit members shall be placed on the new 20 step salary schedule as follows:
    1. Lou Adipietro – High School Principal Salary Lane- Step 20
    2. Melissa Hardesty- High School Assistant Principal Salary Lane- Step 20
    3. Jennifer Spirelli- Middle School Principal Salary Lane- Step 8
    4. Amy Cazes- Elementary School Principal Salary Lane- Step 14
    5. Michael LaRocco- Elementary School Assistant Principal Salary Lane- Step 7
    6. Jeanette Kocur- Director of Guidance/ School Counseling Salary Lane- Step 13
    7. Laura Sullivan- Director of Special Education Salary Lane- Step 20
    8. Tesfa Stewart- Assistant Director of Special Education Salary Lane- Step 10
    9. Drew Wendol- Director of Athletics Salary Lane- Step 20
  - i. Effective July 1, 2023: The 2023-2024 salary schedule shall reflect a 2% percent increase over the prior year.
  - ii. Effective July 1, 2024: The 2024-2025 salary schedule shall reflect a 2% percent increase over the prior year.

Each administrator may receive an additional one time payment of \$1,000, separate and apart from the salary provisions set forth herein, upon the completion of ten graduate credits obtained during the duration of this agreement. No more than ten (10) credits per administrator will be compensated for during the term of this agreement. Further, any administrator who has a doctoral degree conferred during the term of this agreement shall receive a one time payment of \$2,500. This payment shall be in lieu of and not in addition to the \$1,000 which may be obtained upon the completion of ten graduate credits. This provision shall exist solely during the term of this agreement.

2. Any administrator hereafter employed by the Board will have his/her first year's salary determined by the Board. Thereafter, his/her salary will be determined by the plan set forth herein.
3. Longevity payments will be as follows.
  - Upon the completion of nine years of active administrative service in the Hastings School District, each administrator shall receive a longevity payment of \$3,500 per year.

- Upon the completion of 14 years of active administrative service in the Hastings School District, each administrator shall receive a longevity payment of \$4,500 per year.
- Upon the completion of 19 years of active administrative service in the Hastings School District, each administrator shall receive a longevity payment of \$5,500 per year.
- Additional compensation for administrators who have reached the top step will be a \$3,000 flat payment (non-compoundable) each year this contract is valid.

Such longevity payments shall be separate and apart from base salary.

### **ARTICLE VIII** **MISCELLANEOUS PROVISIONS**

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.
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.
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.
4. The Board agrees that it will not enter into any agreement with any other unit in the District on matters affecting the duties, responsibilities, assignments or working conditions of an administrator without the prior written approval of the Association.
5. The Board shall provide each administrator and any new hires into the bargaining unit with a copy of this Agreement.

### **ARTICLE IX** **GRIEVANCE PROCEDURE**

#### Section I — Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its administrators is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

## Section II — Definitions

- 2.1 A Grievance is a claim by an aggrieved party that there has been a violation, misinterpretation or improper application of the provisions of this Agreement.
- 2.2 The Chief School Officer is the Superintendent of Schools.
- 2.3 Association shall mean Administrative Association of Hastings-on-Hudson.
- 2.4 Aggrieved Party shall mean the Association and/or any person or group of persons in the bargaining unit filing a grievance.
- 2.5 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.6 Hearing Officer shall mean any individual or Board charged with the duty of rendering decisions at any stage of grievances hereunder.
- 2.7 Administrator shall mean the Association, an individual or a group of administrators who are alleging the violation or who are similarly affected by the grievance.
- 2.8 Days shall mean days on which administrators are required to be in school.

## Section III — Procedures

- 3.1 Except at the informal stage, all grievances shall include the name and position of the aggrieved party. The provision of this Agreement involved in the grievance and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage I.e., all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therein. Each decision shall be promptly transmitted to the administrator and the Association.
- 3.3 If a grievance affects a group of administrators or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage II, described below.
- 3.4 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
- 3.5 At the Board stage an aggrieved party and any party in interest shall have the right to confront and cross-examine all witnesses called against him or her, to testify and call witnesses on his or her own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

- 3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.7 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary documents, will be developed by the Association and approved by the Superintendent. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure. (Printing costs will be shared.)
- 3.8 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.9 Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 3.10 The grievant may choose whomever he or she wishes to represent him or her at Stages I, II and III of this procedure, except that such representative may not be a representative of a competing employee organization.
- 3.11 Any administrator to whom Level I does not apply shall have immediate recourse to Level II of the grievance procedure.

**Section IV — Time Limits**

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty school days after the administrator knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his or her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

#### Section V — Stages of Grievance

##### 5.1 Stage I: Informal

- a. An administrator having a grievance will discuss it either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his or her decision, will not consider any material or statements offered by or on behalf of any party in interest with whom consultation has been had without the aggrieved party or his or her representative present. If the administrator submits the grievance through a representative, the administrator may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Chief School Officer.

##### 5.2 Stage II: Chief School Officer

- a. If the administrator initiating the informal grievance and/or the Association are not satisfied with the decision at the conclusion of Stage I, he or she may then file a written appeal with the Chief School Officer within ten school days.
- b. Within five school days after receipt of the appeal, the Chief School Officer, or his or her duly authorized representative, shall hold a hearing with the administrator, his or her representative and all other parties in interest.
- c. The Chief School Officer shall render a decision in writing to the administrator, his or her representative and the Association within ten school days after the conclusion of the hearing.

##### 5.3 Stage III: Board

- a. If the administrator and/or the Association are not satisfied with the decision at Stage II, an appeal may be filed in writing with the Board within fifteen school days after receiving the decision at Stage II. The official grievance record maintained by the Chief School Officer may be available to the Board.

- b. Within ten days after receipt of an appeal, the Board, or a committee thereof, shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within five school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

**5.4 Stage IV: Arbitration**

- a. If the Association is not satisfied with the decision of the case at Stage III, or if no decision has been rendered within ten days, the Association may, within ten days of the Board's decision or twenty days of its meeting the Board, submit the grievance to arbitration by written notice to the Board.
- b. After the demand for arbitration has been made, the parties agree to be bound by the Rules of the American Arbitration Association.
- c. The Expedited Labor Arbitration Rules of the American Arbitration Association will be used upon mutual agreement.
- d. The power of the arbitrator stems from this Agreement and his or her function is to pass upon alleged violations of this Agreement and any disputes with respect to its meaning or application. He or she shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he or she have any power or authority to make any decision that requires the commission of any act prohibited by law or that is violative of any of the terms of this Agreement.  
However, none of the above shall be interpreted so as to prohibit the arbitrator from determining an appropriate remedy if he or she finds a violation of the Agreement.
- e. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding on all parties to the proceeding during the duration of this Agreement.
- f. The Board and the Association agree that they will be bound by the arbitrator's decision previously rendered in all substantially similar situations.
- g. Should any costs arise for the services of an arbitrator, they shall be borne equally by the Board and the Association.


**ARTICLE X**  
**PROVISIONS REGARDING EDUCATION LAW 3012-c**

The parties recognize their obligation to bargain evaluation procedures in accordance with Education Law 3012-c, and to have them in place by June 30, 2022. However, as the Commissioner of Education has yet to promulgate regulations, and as nothing in this agreement is contrary to 3012-c, the parties agree that as soon as implementing regulations are adopted they will enter into negotiations to complete the evaluation procedures.

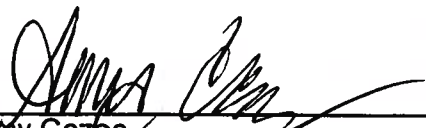
All other components of the agreement will remain unchanged. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

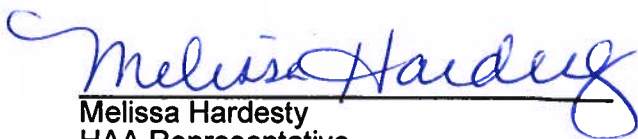
**BOARD OF EDUCATION HASTINGS-ON-HUDSON  
UNION FREE SCHOOL DISTRICT**

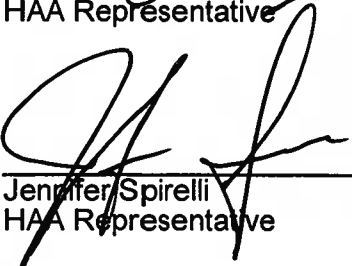
  
\_\_\_\_\_  
Doug Sundheim  
President

  
\_\_\_\_\_  
William S. McKersie, Ph.D.  
Superintendent of Schools

**THE ADMINISTRATIVE ASSOCIATION OF  
HASTINGS-ON-HUDSON**

  
\_\_\_\_\_  
Amy Cazes  
HAA Representative

  
\_\_\_\_\_  
Melissa Hardesty  
HAA Representative

  
\_\_\_\_\_  
Jennifer Spirelli  
HAA Representative

The Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York 10706, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and to education of students. Inquiries concerning the application of Title IX may be made to Maureen Caraballo, the District Title IX Compliance Officer, 27 Farragut Avenue, Hastings-on-Hudson, New York 10706, Phone 478-6210



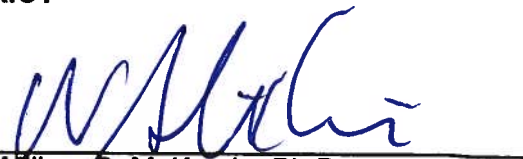
**ARTICLE XI**  
**LEGISLATIVE ACTION REQUIRED**

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.

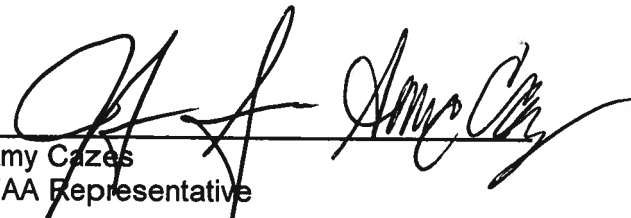
IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2022

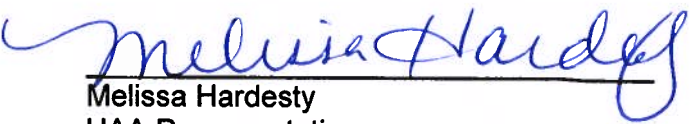
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