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AD/5252

**COLLECTIVE BARGAINING
AGREEMENT**

Between

HEWLETT-WOODMERE SCHOOL DISTRICT

and the

**HEWLETT-WOODMERE ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION**

July 1, 2009 – June 30, 2012

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**NEGOTIATED AGREEMENT
BETWEEN
HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
AND THE
HEWLETT-WOODMERE ADMINISTRATIVE AND SUPERVISORY
ASSOCIATION**

PREAMBLE

The Hewlett-Woodmere Union Free School District (hereinafter referred to as the "District") and the Hewlett-Woodmere Administrative and Supervisory Association (hereinafter referred to as the "Association") recognize that the education and welfare of the children of this School District are paramount in the operation of the schools. In order to promote such purposes, the parties do hereby agree as follows:

ARTICLE I — RECOGNITION

1.1 The District recognizes the Association as exclusive representative, for the purposes of negotiation, of all members of the Administrative and Supervisory unit as defined immediately below.

Administrative and Supervisory Unit: This unit includes Principals and Directors, Administrative Assistants, Special Assistants, Assistant Principals, Supervisors, Psychologists, Guidance Counselors, Department Chairpersons, District Chairperson of Special Education, Grade Level Supervisors, Deans, Assistant Directors, Social Workers, Summer School High School Principal and all other personnel with administrative and supervisory duties as a major portion of their assigned duties but excluding the Superintendent, Assistant Superintendents any positions on the Assistant Superintendent's level in the central office, Executive Director of Special Education, Director of Curriculum and Assessment, Executive Director of Facilities and Operations, Business Administrator, Director of Technology, and all other district employees.

1.2 This recognition is granted in acknowledgment of receipt of evidence, as stipulated in the Public Employees' Fair Employment Act, that the Association is the authorized representative of over 50% of the personnel identified above. It records the affirmation of the Association that it will abide by Section 210 of the Public Employees' Fair Employment Act and the laws of the State of New York in general.

1.3 The District shall notify the Association of the addition, deletion, or modification of existing positions within the unit proposed by the Superintendent of Schools or the Board of Education or the addition of any stipend to the salary of a unit member.

ARTICLE II — PRINCIPLES

2.1 Attaining Objectives: Attaining of objectives of the educational program of the District requires mutual understanding and cooperation between The District and the Association. Free and

open exchange of views is desirable and necessary.

2.2 Responsibility: Administrative and Supervisory personnel are responsible for maintaining high standards of competence. The Association shares with the Board and the Superintendent of Schools responsibility for an awareness of the total educational needs of the community and it shares with other school employee associations the responsibility to assist in developing and implementing policies and programs designed to improve school operation. Continued success of the educational program in the community depends upon staff effectiveness, which in turn depends upon satisfactory terms and conditions of employment.

2.3 Role of the Superintendent: The Board of Education and the Association recognize the Superintendent of Schools as the Board's Executive Officer and the Chief Administrator of the District and a focal point of responsibility within the School System. They recognize that the Superintendent exercises professional leadership, and that this involves the encouragement and participation of Administrators and Teachers alike to engage in the development of forward looking proposals for study and adoption by the Board and the Administration in matters of professional and educational growth and welfare.

ARTICLE III — FAIR PRACTICE

3.1 Individual Freedom: Individual staff members may join or refrain from joining any employee organization of their own choosing. Membership shall not be a prerequisite for employment or continuation of employment of any employee.

3.2 Rights of Minorities and Individuals: The legal rights of individuals inherent in New York State Law and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by this agreement.

3.3 The Association agrees to maintain its eligibility to represent all administrators and supervisors as defined in Article I by continuing to represent equally all eligible employees without regard to membership or participation in, or association with the activities of any employee organization.

3.4 The District agrees to continue its practice of not discriminating against any administrative or supervisory employee on the basis of participation in, or association with the activities of any employee organization.

ARTICLE IV — DUES DEDUCTION, AGENCY FEE AND CREDIT UNION DEDUCTION

A. Dues Deduction:

The District agrees to continue the bi-monthly deduction of a uniform amount from the salaries of members of the Association for dues for the Hewlett-Woodmere Administrative and Supervisory Association, as said members individually and voluntarily authorize the district to deduct, and to transmit said monies promptly to the Treasurer of the Association.

B. Agency Fee:

Every member of the bargaining unit who is not a member of the Hewlett-Woodmere Administrative and Supervisory Association shall, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to

6.3 Representation Authority: The Association and the Superintendent agree that no final agreement shall be executed without ratification by the Association membership and the Board of Education, but that the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and reach tentative agreement in the course of negotiations. Once such tentative agreement has been reached it will be signed by both teams and recommended by them to their constituencies for ratification.

6.4 Requests and Meetings: Upon written request of either party, a meeting at a mutually agreed upon place and a mutually established date shall take place on or about December 1. Proposals for negotiation from the Association and the District shall be submitted in writing at this first meeting. Requests and counter-proposals shall be submitted in writing at this first meeting.

the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check-Off."

Indemnity — The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

Participation in Legal Action — The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys of its choosing and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

C. **Credit Union Deduction:**

Employees may authorize a deduction from salary and transmission to the Nassau Educators Federal Credit Union; during the school year provided they have first processed the paperwork through the Credit Union. Upon receipt of the necessary paperwork from the Credit Union, the deduction, which must be in the whole dollar amount, will be deducted from the next payroll. Each per check deduction will be for the full dollar amount. Only two deduction changes per school year will be allowed.

ARTICLE V — JOB SECURITY

5.1 Full time professional personnel represented by the Association shall not be deprived of their employment during the term of this agreement except as provided by law, and subject to the provisions of this article.

5.2 The parties acknowledge, however, that the Board of Education's right to abolish positions or discontinue programs as established by law shall not be impaired by this agreement.

5.3 With respect to district employees who are members of the unit, regular duties and responsibilities which are performed by them as of June 30, 1985 shall not be reassigned out of the unit so as to discontinue the employment of any unit member. Additional special responsibilities that may be assigned to an individual unit member may be reassigned.

5.4 Any full time professional administrator or supervisor whose position is discontinued shall be offered the opportunity for continued employment if a vacant position is available for which he or she is certified, and in the judgment of the District, qualified.

ARTICLE VI — NEGOTIATION PROCEDURES

6.1 **Areas for Negotiation:** Representatives of the District and the Association shall meet to reach mutually satisfactory agreements on terms and conditions of employment, pursuant to the Public Employees' Fair Employment Act.

6.2 **Representation:** The Superintendent and the Association shall each designate representatives to comprise their respective negotiation teams. These teams will meet for the purpose of discussing and reaching mutually satisfactory agreements.

ARTICLE VII — RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

The Board of Education is responsible for the operation and control of the school system as set forth in Section 1709 of the Education Law and in the Regulations of the Commissioner of Education of the State of New York. This includes, but is not limited to, the right to control educational affairs, hire personnel, and establish budgetary, taxing and other policies.

ARTICLE VIII — ASSOCIATION RIGHTS

The following rights and privileges are granted to the Hewlett-Woodmere Administrative and

9.3 The parties agree that the work year extends for the period from September 1, or the first day that teachers are required to report, whichever shall be earlier, through June 30. All administrators and supervisors will perform the duties and responsibilities of their positions during the entire school year. All district and school based chair people will work 3 additional days beyond the work year at no additional compensation. School psychologist will work 3 additional days beyond the work year at no additional compensation. Social Workers will work the equivalent of 3 additional days beyond the school year, as needed, which may include evenings, weekends or summer, at no additional compensation. The determination of these additional workdays shall be made in collaboration with the chairperson, school psychologist or social worker and the building principal. Persons in a 10 1/2 month assignment (Guidance Counselors) will work for 10 additional days during July and/or August; and shall be compensated at a daily rate of 1/210th. The 11 month social worker shall work 20 additional days during July and/or August and shall be compensated an additional 10% of the base salary.

9.4 It is the responsibility of the appropriate administrators and supervisors to conduct meaningful and beneficial meetings during the school year and to plan and organize constructive ways in which the faculty can meet its after school obligations with pupils, parents and colleagues.

9.5 Each Supervisor and Administrator shall have the right to inspect his or her individual personnel folder in the presence of the Superintendent or the Superintendent's representative upon advance notice. No evaluative material will be placed in the personnel folder unless the individual involved has had the opportunity to review the material and initial it (initialing will in no way be considered approval or agreement). The Supervisor/Administrator shall have the right to submit a written answer to such material within thirty (30) school days. The written response will be reviewed by the Superintendent or Superintendent's representative and attached to the material involved.

9.6 Verbal criticism of unit members shall be made in private.

9.7 In the event that a written communication is received which is critical of a member of the unit, the unit member shall be given a copy of such communication as soon as possible.

9.8 All monitoring and/or observation of the work performance for evaluation of a unit member shall be conducted in a manner consistent with agreed-upon evaluation procedures.

9.9 When a unit member has been asked to meet with an administrator or supervisor and such administrator or supervisor has reason to believe the meeting may lead to discipline, the member shall have the right to be accompanied by a union representative. "Discipline" for the purpose of this section means action that may lead to reprimand, fine, suspension or dismissal."

9.10 The parties have incorporated by reference into this Agreement, their agreement upon procedures contained in the Annual Professional Performance Review Plan, dated May 31, 2001. An Annual Professional Performance Review for all unit members not covered by that plan will be mutually developed and implemented.

9.11 Guidance counselors, school psychologists and social workers shall work, if needed, up to four (4) evening meetings per school year, at no additional compensation.

ARTICLE X— PROMOTIONS, VACANCIES AND TRANSFERS

10.1 Notice of all vacant regular full time and part time positions in the unit shall be provided to the President of the Association contemporaneously with the posting of the position, and shall be posted in each school.

10.2 In filling regular full-time positions within the unit favorable consideration will be given to qualified applicants from within the unit, provided that the Superintendent's recommendation for appointment and the Board of Education action thereon shall be solely within their respective discretion and not subject to review by grievance.

10.3 Upon request, the District will advise the Association of those candidates who are interviewed by the District for positions in the unit and of persons appointed to positions within the unit. Salary and other working conditions shall conform to the terms of this agreement.

10.4 Persons who receive an acting appointment from the Board of Education to a position within the unit shall be compensated as provided for in this agreement for the position involved.

ARTICLE XI— GRIEVANCE AND BINDING ARBITRATION PROCEDURE

Nothing herein contained shall be construed as limiting the right of any individual to discuss informally any matter relating to terms and conditions of employment with any appropriate person, provided no action is taken inconsistent with the terms of this agreement.

It is the intent of the parties that all disputes be resolved informally at the earliest possible time. However, both parties recognize that a formal grievance and arbitration procedure must be available for use without fear of discrimination. Therefore, no reprisals of any kind will be taken by either party against an employee by reason of his or her participation in the administration of a grievance.

- A. The Association or an individual unit member, upon written notice, may submit a grievance for resolution in accordance with the procedure set forth herein-below. No grievance will be entertained and such grievance will be deemed waived unless it is submitted within forty-five (45) school days following the occurrence giving rise to the grievance or forty-five (45) school days after a unit member affected by such occurrence knew or should have known of the occurrence upon which the grievance is based. In the latter case, the burden shall be on the grievant to prove why the occurrence giving rise to the grievance was not known or could not have been known by a unit member affected within forty-five (45) school days of the occurrence giving rise to the grievance. For the purpose of this agreement, a grievance shall be defined as, and limited to a specific complaint concerning the meaning, interpretation or application of a specific provision or provisions of this agreement. All grievances shall be in writing, shall include a concise statement of the nature of the complaint, and the position of the grieving party with respect thereto. Such grievances shall be resolved as follows:

Step 1: The grievance shall be presented to the Assistant Superintendent of Human Resources and Student Services. Such Assistant Superintendent of Human Resources and Student Services or her or his designee, shall then meet and confer with the designated Association representative, the unit member or members involved, and or such unit member or member's representative, within ten school days of the presentation of the grievance to the District. The District Human Resources Officer or his or her designee shall send his/her written determination to the Association within ten (10) school days following such meeting, and in the event the grievance is not resolved, it may be submitted in writing by the Association to the Superintendent of Schools within twenty (20) school days after the step I meeting.

Step 2: The Superintendent of Schools or her or his designated representative shall meet and confer with the President of the Association or his or her designated representative. The Superintendent of Schools or her or his designated representative shall send his or her written determination to the Association within twenty (20) school days following such meeting, and in the event the grievance is not resolved it may be submitted in writing by the Association to arbitration within thirty (30) school days after the step 2 meeting.

Step 3: An impartial arbitrator shall be selected in accordance with paragraph E hereof. The arbitrator so selected shall hear the matter as promptly as possible and issue her or his award as expeditiously as possible after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. The arbitrator's award will be in writing and will set forth his or her findings, reasoning and decision on the issues submitted. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the grounds of illegality or on any other ground or grounds permitted by law. The cost and expense of the arbitration shall be divided equally between the District and the Association.

- B. The use of the grievance procedure shall be a sole and exclusive remedy, and if the grievance procedure is utilized such use shall constitute an election of remedies.
- C. Where practical and appropriate the arbitrator shall apply the rules of evidence. Either party may retain a certified court stenographer to record the arbitration hearing. The cost of such stenographer shall be borne solely by the party requesting such service. If a party orders the transcript such party shall be solely responsible for the cost of the copy of the transcript. If both parties order copies of the transcript, the parties shall divide equally the cost and expense of the copies of the transcript.
- D. It is understood and agreed that the arbitrator shall not have the authority to add to, modify or change any of the express provisions of the agreement, or make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this agreement.
- E. Arbitrators will be selected on a rotating basis from the following persons:
 - (1) Maya Goldschmidt, (2) Bonnie Weinstock, and (3) Rosemary Townley

ARTICLE XII — SALARIES

- A. Salaries for the following positions shall be paid in accordance with Appendix "A":
 - 1) High School Principal
 - 2) Middle School Principal
 - 3) Elementary School Principal
 - 4) High School Assistant Principal
 - 5) Middle School Assistant Principal
 - 6) Elementary School Assistant Principal
 - 7) Director of Health, Physical Education and Athletics ("AD")
 - 8) District Director of Music
 - 9) Director of Mathematics

- 10) District Chairperson of Special Education
- 11) Dean

- B. The salaries for the above-stated positions shall be increased by 2.0% effective July 1, 2009; 2.0% effective July 1, 2010; and 3.5% effective July 1, 2011.

Department Chairpersons and Grade Level Supervisors will receive teachers' salary plus a stipend:

<u>Number of teachers and teaching assistants</u>	<u>2009-2010 stipend</u>
15 or more	\$ 12,516
10 to 14	\$ 11,672
5 to 9	\$ 10,430
1 to 4	\$ 7,898

The stipend shall be increased by 2.0% effective July 1, 2010, and 3.5% effective July 1, 2011.

- C. Effective July 1, 2009, a stipend of \$3,500 in addition to the Chairperson's stipend shall be paid to the District Art Chairperson for the period July 1, 2009 through June 30, 2010, provided that Chairperson continues to perform District-wide responsibilities as assigned by the District. Effective July 1, 2010, the stipend shall be increased by 2.0%. Effective July 1, 2011, the stipend shall be increased by 3.5%.
- D. Effective July 1, 2009, a stipend of \$1,400 in addition to the Chairperson's stipend shall be paid to the District LOTE Chairperson for the period July 1, 2009 through June 30, 2010, provided that Chairperson continues to perform District-wide responsibilities as assigned by the District. Effective July 1, 2010, the stipend shall be increased by 2.0%. Effective July 1, 2011, the stipend shall be increased by 3.5%.
- E. Guidance Counselors will receive teachers' salary plus a \$6,879 stipend to cover the 2009-2010 work year. Effective July 1, 2010, the stipend shall be increased by 2.0%. Effective July 1, 2011, the stipend shall be increased by 3.5%. A rate of 1/210th for each day will be paid for summer work.
- F. Psychologists will receive teachers' salary plus a \$8,007 stipend to cover the 2009-2010 work year. Effective July 1, 2010, the stipend shall be increased by 2.0%. Effective July 1, 2011, the stipend shall be increased by 3.5%.
- G. The Social Workers (10 months) shall be paid in accordance with Appendix "B". Effective July 1, 2009, the salary schedule shall be increased by 2.0% and an additional \$225 on step 1 and above; an additional \$225 on steps 7 and above; an additional \$660 on steps 10 and above; and an additional \$810 on step 15. Effective July 1, 2010, the salary schedule shall be increased by 2.0% and an additional \$240 on step 6 and above. Effective July 1, 2011, the salary schedule shall be increased by 3.5% and an additional \$260 on step 1 and above.

- H. The Social Worker Coordinator shall be paid an annual stipend of \$3,162 for the 2009-10 work year. Effective July 1, 2010, the stipend shall be increased by 2.0%. Effective July 1, 2011, the stipend shall be increased by 3.5%.
- I. The Coordinator of the Business Advisory Council shall be paid an annual stipend of \$2,255 for the 2009-2010 work year. Effective July 1, 2010, the stipend shall be increased by 2.0%. Effective July 1, 2011, the stipend shall be increased by 3.5%.
- J. The Summer School (High School Principal shall be paid a salary of \$7,500. The Summer School High School Assistant Principal shall be paid a salary of \$4,000.
- K. All retroactive payment of monies under the terms of this contract due to unit members for the period commencing July 1, 2009, through the date this Agreement is executed will be paid to them in a lump sum not later than 45 days after the execution of this Agreement.
- L. An annual payment for the two Advanced Placement Testing Coordinators shall be \$822 for on-site testing and \$1,340 for off-site testing for the 2009-2010 work year. Effective July 1, 2010, the payment shall be increased by 2.0%. Effective July 1, 2011, the payment shall be increased by 3.5%. An annual payment for the 2009-10 work year will be provided for the High School Administrator who coordinates the PSAT, ACT and SAT Testing Programs in the amount of \$4,750. Effective July 1, 2010, the payment shall be increased by 2.0%. Effective July 1, 2011, the payment shall be increased by 3.5%.
- M. Placement: Placement on the steps of the schedule will continue in accordance with current arrangements and procedure. Initial placement for future appointments will continue to be determined by mutual agreement between the Superintendent and the individual involved.
- N. Longevity: A one time longevity payment of \$1,500 will be paid as of last paycheck in June to persons who have completed 25 years of service in the District. Principals, Directors and Assistant Principals and Deans shall not be eligible for this payment.

Principals, Assistant Principals, Deans and Directors who have served at least one year on column six or the prior 4b, and have a combined eight (8) or more years of service in any of these three classifications or with contiguous prior service as a dean in this unit shall receive a longevity stipend in each year of the agreement. The initial longevity amount for each qualifying unit member shall be: \$2,500 for assistant principals and \$3,500 for principals and directors. Effective July 1, 2011, the initial longevity amount shall increase to \$3,000 for assistant principals and deans and \$4,100 for principals and directors. Once an individual's longevity payments begin, the amount of the longevity payment shall be increased by 2.0% effective July 1, 2009, 2.0% effective July 1, 2010 and 3.5% effective July 1, 2011. In addition, effective July 1, 2011, the base longevity payment for those already receiving longevity shall be increased by \$500 for assistant principals and deans and \$600 for principals and directors..

- O. Co-Curricular and Extra-Curricular Assignments: The parties shall agree upon compensation for the 2009-10 work year for the performance of co-curricular and extra-curricular assignments where first preference is given to members of the Hewlett-Woodmere Faculty Association. The agreed upon compensation shall be set forth on a Request for Approval of

Additional Assignment form to be mutually agreed upon by the parties. The agreed upon compensation shall be increased by 2.0% effective July 1, 2010 and 3.5% effective July 1, 2011.

- P. **Sunset clause:** It is the intention of the parties that this Article XII shall provide for the salaries of the unit members for the three (3) school years covered by this Agreement (2009-10, 2010-11 and 2011-12). If the contract expires before a successor agreement is reached, members will be paid the same contract salary (plus stipend, where applicable), as they were paid in 2011-12. The only adjustments will be step movements on the 2011-12 salary schedules, if applicable.

ARTICLE XIII — FRINGE BENEFITS

13.1 **Health Insurance:** All unit members covered by this agreement may elect to be covered by one of the two group health insurance plans offered on an individual or family basis under the State Program. Effective July 1, 2009, the District shall pay eighty-four percent (84%) of the cost of all premiums under the Empire plan option and the member shall pay sixteen percent (16%) percent of the cost of all premiums. Effective July 1, 2010, the District shall pay eighty-three percent (83%) of the cost of all premiums under the Empire plan option and the member shall pay seventeen percent (17%) of the cost of all premiums. Effective July 1, 2011, the District shall pay eighty percent (80%) of the cost of all premiums under the Empire plan option and the member shall pay twenty percent (20%) of the cost of all premiums. The District shall pay the same percentage toward the premium of members selecting the HIP option, with the additional cost of such option to be paid by the unit member. Prior to implementation of a change in the health plan, the unit shall be afforded an opportunity to review such plan for equivalency of benefits and procedures.

Health Insurance Waiver:

13.2 Unit members shall have the option to withdraw from participation in the health insurance plan and receive a payment if they meet the notification timelines. Unit members shall receive a payment (as additional, not base, salary) of \$2,000 for each year such option is exercised, respecting individual coverage or \$4,000 for family coverage. Effective July 1, 2010, unit members shall receive \$3,000 for each year such option is exercised, respecting individual coverage or \$6,000 for family coverage. Eligibility for such payment based on the premium for family coverage shall be limited to those persons in the unit who are currently enrolled in family coverage as of July 1, 2009, and those who have been or will be enrolled in the District's family coverage for a minimum of two consecutive years. Those eligible unit members, who have been enrolled in a family plan for at least two consecutive years and elect to enroll in an individual plan for the twelve month school year, will receive a \$2,000 lump sum payment, which shall be paid on the last pay date of the school year. Effective July 1, 2010, this lump sum payment shall be increased to \$3,000. Such payment shall be consistent with current district practices with respect to waiver and the return of waiver proceeds upon reinstatement during any time for which a waiver has been accepted. The foregoing one-time increase in payments set forth in this paragraph is contingent upon at least two (2) more unit members electing to waive health insurance coverage above the number of unit members who waived such coverage for the 2009-10 school year.

Unit members selecting this option must notify the District in writing by no later than June 1st for the school year beginning July 1st. Payments shall be made semi-annually (fifty percent (50%) in January and fifty percent (50%) in June) for the school year for which this option is exercised. Unit

members who opt out of the health insurance coverage under this section shall not be permitted to re-enter the health insurance program for the balance of the school year, except in their final year of service or in cases of emergency, such as death of spouse, divorce, or other loss of health coverage; in such cases, re-entry into the program shall be in accordance with the rules of the health program.

Newly hired unit members appointed by July 1st of each year shall have thirty (30) days from their date of hire to waive health insurance benefits for the next school year.

In addition, unit members who are in their retirement year and retire as of June 30th of that school year, may elect to waive the first half of their health insurance coverage upon consultation with the benefits' coordinator and notice by June 1st of the prior school year.

Unit members with a change in family status shall have thirty (30) days from the change in family status to waive their health insurance benefits. These unit members shall be eligible for a prorated waiver for the remainder of the school year.

13.3 Dental Insurance: The District during 2009-10 shall continue the plan provided that the District per capita premium contributions shall not exceed 10% above the actual per capita premium cost for such insurance for 2008-09. The District during 2010-11 shall continue the plan provided that the District per capita premium contribution shall not exceed 10% above the actual per capita premium cost for such insurance for 2009-10. The District during 2011-12 shall continue the plan provided that the District per capita premium contribution shall not exceed 10% above the actual per capita premium cost for such insurance for 2010-11.

13.4 Dental Self-Insurance: It is agreed that the school district may provide dental coverage to unit members through the means of self-insurance, provided that the coverage is substantially the same as that provided immediately prior to such self-insurance.

13.5 Life Insurance: Members of the unit shall be provided with a fully paid \$150,000 group life insurance plan.

13.5.1 Vision Care: Unit members may choose 1) individual coverage, 2) single coverage plus an additional person, or 3) family coverage. The District shall monthly contribute \$3.85, \$9.20 or \$11.15 toward these coverages respectively. The employee contribution shall be deducted from the first paycheck in December and the last paycheck in June."

13.6 Health, Dental and Vision Insurance for Domestic Partners: The District shall provide a unit member's domestic partner with health, dental and vision insurance coverage as domestic partner is defined by the respective insurers.

13.7 Retiree Health Insurance: Administrators who are hired on or after July 1, 2010 must work ten (10) years in the District to be vested for health insurance in retirement.

13.8 Part-Time Administrators and Supervisors: Part-time Administrators and Supervisors shall be paid that fraction of their appropriate salary which equals the fraction of their instructional assignment as compared with full time administrators and supervisors in areas of similar responsibility.

Part-time Administrators and Supervisors will accrue time in tenths and move in half-step at the beginning of each year in which first eligible. They will continue to accrue the balance, if any.

Part-time Administrators and Supervisors hired after June 30, 1994 will make contributions for Health, Dental, and Life Insurance prorated to reflect their part-time assignment. The District premium contributions for all other Administrators and Supervisors shall be in full, as provided in this contract.

Part-time Administrators and Supervisors who have served the equivalent of three (3) or more consecutive full-time years in the unit should, in the event that the district elects to terminate their employment, receive 120 calendar days notice; except that in the event of the administrators/supervisors' serious misconduct or an emergency, (either of which must be determined by the Superintendent of Schools) immediate termination may occur.

13.9 Retirement Incentive: During each year of this agreement, commencing July 1, 2009 and terminating June 30, 2012, each unit member: (1) who has served at least 10 years in the district and (2) who is first eligible for a service retirement pursuant to the requirements of the NYSTRS or is first eligible for a service retirement without penalty pursuant to the requirements of the NYSTRS, shall receive a retirement incentive in the amount of 40% of the final year's salary, provided that:

For Directors, Principals and Assistant Principals: the employee shall submit a letter of resignation to the Assistant Superintendent for Human Resources & Student Services not later than close of the first business day in December of the employee's final year of service.

For Social Worker, School Psychologists, Department Chairs and Guidance Counselors: the employee shall submit a letter of resignation to the Assistant Superintendent for Human Resources & Student Services not later than the close of the first business day in February of the employee's final year of service.

The retirement incentive shall be paid to the unit member on the last pay date in June of the year he or she retires. This provision shall expire upon the termination of this agreement on the close of June 30, 2012.

13.10 Sabbatical Leave:

1. One (1) sabbatical leave may be granted to a member of the Administrative and Supervisory Unit each year.
2. An advisory committee composed of one administrator or supervisor for each school, elected by each school administrative and supervisory staff and four persons appointed by the Superintendent will be formed for the purpose of advising the Superintendent in determining priority of selection, salary adjustments and solutions to special problems.
3. Sabbatical leaves shall be compensated at the following rates:
 - (a) Formal and/or Independent Study - (either full or half year) - 75% of regularly scheduled salary.
 - (b) Rest, Travel, Improvement of Health - (either full or half year) - 50% of regularly scheduled salary.
4. An Administrator or Supervisor granted sabbatical leave shall return to service for a period of one (1) full school year following the leave.

13.11 Absence Report Form: Unit members will be required to submit the district's standard absence report form in accordance with regular procedure. In the event a unit member requires permission for an absence related to an extremely sensitive and confidential personal matter, the unit member need not write the reason on the standard absence report form. In such cases, the unit member should discuss the request with the Assistant Superintendent of Human Resources and Student Services. If permission is granted, the absence report form will be approved with the notation, "Extenuating Circumstances."

13.12 Leaves of Absence: Newly hired unit members shall be credited with sick leave at the commencement of employment at the rate of ten (10) days per year, cumulative until the earlier of the following a) the member receives tenure, or b) the member completes three (3) years of full time employment or three (3) years of full-time-equivalent employment. Thereafter, the member's absences shall be in accordance with the provisions of Regulation 4151. (Revised.)

13.12.1 Unit members shall utilize Absence Report form and procedures annexed hereto as Appendix "C".

13.12.2 "Immediate Family" as used in Appendix "C" (Absence Report), shall include the unit member's spouse, children, parents, grandparents, grandchildren, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law and others identified by the unit member as member of his/her household.

13.13 E.A.P.: The District may choose to provide an Employee Assistance Program according to the terms of the letter signed by the parties, dated October 25, 2001.

13.14 Vacation Days: All twelve (12) month administrators shall be entitled to twenty-four (24) vacation days per year, accrued at the rate of two days per month. Said vacation shall be taken during July and August of the succeeding school year, but not during the 10 work days prior to the beginning of the teachers' school year. Four of the vacation days may be used during the succeeding school calendar with the approval of the Superintendent, and shall not be used to extend a school holiday. In the event that the administrator has unused vacation days at the time his/her employment with the district terminates, he/she shall be paid at a rate of his/her then current daily rate for each vacation day, up to a maximum of twenty four (24) days.

13.15 Child Care Leave: Social Workers, School Psychologists, Guidance Counselors and Department Chairpersons shall be entitled to unpaid child care leave for the remainder of the school year in which their child is born/adopted. If the child care leave commences after January 1st, they shall also be entitled to an unpaid leave for the next school year. If the child care leave commences after February 1st, the unit member must notify the district by the following June 1st of his/her intent to return to work.

1. Application Procedure:

- a. Social Workers, School Psychologists, Guidance Counselors, and Department Chairpersons who intend to apply for an unpaid child care leave shall give a

non-binding written notice of their intent on the district form two weeks prior to the anticipated date of the birth of the baby.

- h. Social Workers, School Psychologist, Guidance Counselors and Department Chairpersons shall apply for a binding unpaid child care leave on the district form no later than three weeks after the birth of the baby.
- e. In the event of the unforeseen circumstances, which must be detailed in writing to the Assistant Superintendent for Human Resources & Student Services, and subject to said Assistant Superintendent's approval, a Social Worker, School Psychologist, Guidance Counselor or Department Chairperson may apply for a leave of less than three weeks prior to the intended commencement of the unpaid leave or rescind an application already requested or granted.

2. Return to Service Following a Leave of Absence:

As a condition to the grant of a leave for any purpose (whether paid or unpaid) the Social Workers, School Psychologist, Guidance Counselors and Department Chairperson who is to receive such leave shall acknowledge in writing that he or she will notify the District in writing of his or her intention to return or not to return to service, and that such notification shall be made by February 1st:

Such writing will also acknowledge that in the event the unit member shall fail to notify the District in writing prior to the above date, his or her failure to act may be deemed a resignation from service as of February 1st. The District will contact each unit member involved by registered or certified mail, return receipt requested, at least thirty (30) days prior to the above dates, and request a written statement of the unit member's intentions.

The unit member will respond by registered or certified mail, return receipt requested, by the above date.

3. Movement on Steps

Prospective members of the unit will move up a full step (or column if principal, assistant principal, dean or director) in succeeding years if they are full-time principals, assistant principals, deans or directors and have a hire date on or before December 31. All other full-time unit members will move up a full step in succeeding years if the hire date is on or before January 31. Employees hired after the cut-off dates referenced above will receive no step (or column if principal, assistant principal, dean or director) in their second year of employment.

ARTICLE XIV – ADDITIONAL TRAINING OR COURSEWORK

If a department chairperson is offered and accepts an instructional assignment for which the administrator must undergo additional training and/or course work, the District shall pay the cost of such course work, and shall either 1) compensate the department chairperson for the time at the equivalent rate paid for curriculum work; or 2) grant in-service course credit at the department chairperson's election, provided such course work is successfully completed (15 hours of course work = 1 credit); or 3) permit the department chairperson to use any earned graduate credit from the issuing institution for which he/she has paid additional costs over and above those which must be paid for by the District as described above, for purposes of column movement in a manner consistent with the provisions of column movement.

ARTICLE XV — DISTRICT POLICIES AND REGULATIONS

Policies and regulations pertaining directly to terms and conditions of employment, not replaced by this agreement, shall remain in full force and effect during the life of this agreement. If any policy or regulation is inconsistent with the terms of this agreement, this agreement shall control.

ARTICLE XVI — MAINTENANCE OF BENEFITS

Any lawful benefits including practices related directly to terms and conditions of employment enjoyed heretofore by members of the unit and not included in this agreement shall not be diminished during the life of this agreement.

ARTICLE XVII — ANTI-STRIKE PLEDGE

The Association affirms that it does not have the right to strike. The Association and its agents shall not engage in a strike or cause, instigate, encourage or condone a strike as defined by Section 201 of the Public Employee's Fair Employment Act.

ARTICLE XVIII — ZIPPER CLAUSE

This agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counterproposals. It is, accordingly, agreed that during the term of this agreement neither party shall be bound to negotiate any addition to, change or modification of this agreement.

ARTICLE XIX — SEPARABILITY

In the event any provision of this agreement shall be at any time contrary to law, then that provision shall not be applicable or performed or enforced, but all other provisions of this agreement shall continue in effect.

ARTICLE XX — AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

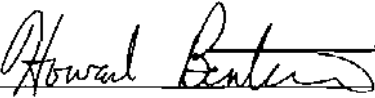
IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

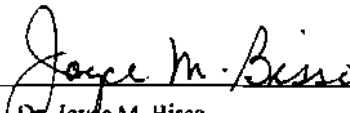
ARTICLE XXI — DURATION

This agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012. This agreement shall not be modified except in writing and signed by both parties.

Hewlett-Woodmere
Administrative and Supervisory Association

Hewlett-Woodmere
Union Free School District

By: 
Howard Bernatein
President

By: 
Dr. Joyde M. Bisso
Superintendent

APPENDIX "A"

Salaries of unit members in the following positions shall be established as follows:

1) The unit member's initial salary placement on the following schedule of salary ranges for the positions indicated shall be determined at the discretion of the Assistant Superintendent of Human Resources and Student Services, in consultation with the Superintendent or the Superintendent's designee.

2) After the initial placement, the unit member shall move to the next column each July 1 through the 2011-2102 school year. (Movement from one column to the next shall be in accordance with Article 13.14.3 (Elimination of Half Steps).

**HEWLETT-WOODMERE PUBLIC SCHOOLS
HWASA ADMINISTRATIVE SALARY GUIDE**

2009-10

STEP	AD/Music/Math/ CSE	Elementary AP/Dean	Elementary Principal	High School AP	High School Principal	Middle school AP	Middle School Principal
1	111,623	102,222	123,371	111,623	138,645	108,097	129,245
2	122,784	115,147	130,421	130,421	157,446	115,147	148,047
3	134,097	119,846	146,047	133,945	159,795	121,508	153,404
4	138,199	123,371	152,746	138,293	175,083	127,671	156,470
5	142,345	127,072	157,326	142,443	180,470	131,502	161,153
6	146,616	130,686	162,049	146,715	185,532	135,447	165,999

2010-11

STEP	AD/Music/Math/ CSE	Elementary AP/Dean	Elementary Principal	High School AP	High School Principal	Middle school AP	Middle School Principal
1	113,855	104,266	125,838	113,855	141,418	110,259	131,630
2	125,240	117,450	133,029	133,029	160,595	117,450	151,006
3	136,779	122,243	151,008	136,624	162,991	124,040	156,472
4	140,963	125,838	155,601	141,059	178,566	130,224	159,599
5	145,192	129,613	160,475	145,292	184,079	134,132	164,366
6	149,548	133,504	165,290	149,649	189,243	138,156	169,319

2011-12

STEP	AD/Music/Math/ CSE	Elementary AP/Dean	Elementary Principal	High School AP	High School Principal	Middle school AP	Middle School Principal
1	117,840	107,916	130,243	117,840	146,367	114,116	136,444
2	129,623	121,560	137,666	137,666	166,216	121,560	156,293
3	141,567	126,521	156,293	141,406	168,696	128,382	161,949
4	145,896	130,243	161,254	145,998	184,835	134,783	165,185
5	150,274	134,149	168,094	150,377	190,522	138,827	170,140
6	154,782	136,177	171,076	154,667	195,868	142,991	175,245

APPENDIX "B"

SALARY GUIDES

HEWLETT-WOODMERE PUBLIC SCHOOLS

SOCIAL WORKERS SALARY GUIDE

STEP	2009-10	2010-11	2011-12
1	74,549	76,280	79,210
2	75,881	77,639	80,616
3	77,217	79,000	82,026
4	8,551	80,362	83,435
5	79,885	81,723	84,843
6	81,218	83,082	86,250
7	82,777	84,673	87,897
8	84,111	86,033	89,304
9	85,445	87,394	90,713
10	87,439	89,428	92,818
11	87,439	89,428	92,818
12	87,439	89,428	92,818
13	87,439	89,428	92,818
14	87,439	89,428	92,818
15	89,269	91,294	94,749

STIPENDS - HWASA

POSITION	2009-10	2010-11	2011-12
	FINAL	FINAL	FINAL
Percentage applied	102.00%	102.00%	103.50%
ADVANCED PLACEMENT TESTING			
(on pay authorization)ON SITE	822	838	867
(on pay authorization)OFF SITE	1,340	1,367	1,415
CHAIRPERSON 10-14	11,672	11,905	12,322
CHAIRPERSON 1-4	7,898	8,056	8,338
CHAIRPERSON 15 OR MORE	12,516	12,766	13,213
CHAIRPERSON 5-9	10,430	10,639	11,011
BUSINESS ADV COUN COOR	2,255	2,300	2,381
DISTRICT ART CHAIRPERSON	3,500	3,570	3,695
LOTE CHAIR	1,400	1,428	1,478
GUIDANCE STIPEND	6,879	7,017	7,263
PSAT/SAT/ACT COORDINATOR	4,750	4,845	5,015
PSYCHOLOGIST STIPEND	8,007	8,167	8,453
SOCIAL WORKER COORDINATOR	3,162	3,225	3,338

HEWLETT-WOODMERE PUBLIC SCHOOLS

HWASA MEMBERS: DERIVED FROM TEACHER SALARY GUIDE 2009-10
(EFFECTIVE 7/1/09 - 6/30/10)

STEP	BA	BA+15	MA WITH BA+30	MA WITH BA+45	MA WITH BA+60	MA WITH BA+75	MA WITH BA+90	DR
1	56,457	58,615	65,067	68,250	70,689	73,228	75,768	78,308
2	59,363	61,621	66,093	71,356	73,795	76,335	78,874	81,414
3	62,268	64,827	71,099	74,462	78,902	79,441	81,981	84,521
4	65,173	67,632	74,105	77,569	80,008	82,548	85,087	87,627
5	68,079	70,638	77,111	80,675	83,115	85,654	88,194	90,733
6	70,984	73,644	80,117	83,782	86,221	88,781	91,300	93,840
7			83,123	86,868	89,327	91,867	94,407	96,946
8			86,126	89,995	92,434	94,974	97,513	100,053
9			89,134	93,101	95,540	98,080	100,620	103,159
10			92,140	98,208	98,647	101,186	103,726	106,266
11			95,146	99,314	101,753	104,293	106,833	109,372
12			98,152	102,421	104,860	107,399	109,939	112,479
13			101,158	105,527	107,966	110,506	113,045	115,585
14			104,164	108,633	111,073	113,612	116,152	118,692
15			108,574	111,740	114,179	118,719	119,258	121,798
20			112,917	116,083	118,722	121,261	123,994	128,534
25			117,261	120,426	123,264	125,804	128,730	131,270
30			116,689	122,054	124,968	127,507	130,506	133,046

HEWLETT-WOODMERE PUBLIC SCHOOLS

HWASA MEMBERS: DERIVED FROM TEACHER SALARY GUIDE 2010-11
(EFFECTIVE 7/1/10 - 6/30/11)

STEP	BA	BA+15	MA WITH BA+30	MA WITH BA+45	MA WITH BA+60	MA WITH BA+75	MA WITH BA+90	DR
1	58,392	60,595	67,209	70,519	73,004	75,590	78,176	80,762
2	61,365	63,689	70,303	73,713	76,198	78,784	81,370	83,956
3	64,378	66,782	73,396	76,907	79,392	81,978	84,564	87,150
4	67,371	69,676	76,489	80,101	82,586	85,172	87,758	90,343
5	70,363	72,969	79,583	83,294	85,780	88,366	90,951	93,537
6	73,356	76,062	82,676	86,488	88,974	91,560	94,145	96,731
7			85,769	89,662	92,168	94,753	97,339	99,925
8			88,863	92,876	95,361	97,947	100,533	103,119
9			91,956	96,070	98,555	101,141	103,727	106,313
10			95,050	99,264	101,749	104,335	106,921	109,507
11			98,143	102,458	104,943	107,529	110,115	112,701
12			101,236	105,652	108,137	110,723	113,309	115,895
13			104,330	108,846	111,331	113,917	116,503	119,088
14			107,423	112,039	114,525	117,111	119,697	122,282
15			111,924	115,233	117,719	120,305	122,890	125,476
20			116,401	119,711	122,411	124,997	127,769	130,375
25			120,877	124,187	127,103	129,689	132,687	135,273
30			122,557	125,866	128,863	131,449	134,524	137,110

HEWLETT-WOODMERE PUBLIC SCHOOLS

HWASA MEMBERS: DERIVED FROM TEACHER SALARY GUIDE 2011-12
(EFFECTIVE 7/1/11 - 6/30/12)

STEP	BA	BA+15	MA WITH BA+30	MA WITH BA+45	MA WITH BA+60	MA WITH BA+75	MA WITH BA+90	DR
1	59,868	61,919	68,672	72,029	74,582	77,195	79,828	82,481
2	82,750	65,102	71,855	75,313	77,845	80,478	83,111	85,745
3	65,833	68,285	75,038	78,596	81,129	83,782	86,395	89,028
4	88,915	71,466	78,221	81,879	84,412	87,045	89,678	92,311
5	71,997	74,650	81,404	85,163	87,695	90,328	92,961	95,595
6	75,060	77,833	84,587	88,446	90,979	93,612	96,245	98,878
7			87,769	91,729	94,262	96,895	99,528	102,161
8			90,952	95,013	97,545	100,176	102,812	105,445
9			94,135	98,296	100,829	103,462	106,095	108,728
10			97,318	101,579	104,112	106,745	109,378	112,011
11			100,501	104,863	107,395	110,028	112,662	115,295
12			103,684	108,146	110,679	113,312	115,945	118,578
13			106,868	111,429	113,962	116,595	119,228	121,861
14			110,049	114,713	117,245	119,878	122,512	125,145
15			114,638	117,996	120,529	123,182	125,795	128,428
20			119,224	122,582	125,335	127,968	130,820	133,453
25			123,808	127,167	130,141	132,775	135,844	138,477
30			125,528	128,886	131,943	134,577	137,728	140,361

Appendix C

HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
HWASA ABSENCE REPORT

NAME(print) _____ SCHOOL _____
DATE(S) OR PERIODS OF ABSENCE _____

DIRECTIONS: (see back of form for additional information) Check the appropriate reason for absence and submit this form to the building principal within 24 hours of receipt of this form. When reason for absence involves a matter of extreme confidentiality, please contact the Director of Human Resources.

I. Personal illness (accrued at a rate of 10 days per year for non-tenured unit members). Attach note from doctor for absences of 3 consecutive school days or more.

II. Childbirth tenured Childbirth non-tenured Adoption
Date of baby's birth/adoption _____ (Attach documentation)

III. Personal and Family Responsibilities (up to 5 days absence with pay for each incident).
 Critical illness in the immediate family _____ (relationship)
 Death in the immediate family _____ (relationship)

IV. Personal and Family Responsibilities (1 day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible, must be given):

- Take self _____ or _____ (state relationship) in immediate family for medical appointment or to or from hospital, not possible except during school time
- Care for immediate family member _____ (state relationship) who is sick, where absence of unit member for such purpose is required
- Attendance at funeral of _____ (state relationship)
- Birth of a grandchild
- Wedding ceremony for immediate family member
- Legal proceeding/court appearance
- Moving to new home
- Examination/interview for graduate program or degree
- Conference, official meeting, or registration at child's school
- Receive award or degree
- Speech or presentation at professional meeting
- Attend awards ceremony for _____ in immediate family
- Other, state reason _____

V. Emergency Situations or Extenuating Circumstances which prevent attendance. (1 day or part of a day with pay will be allowed for each incidence). Explanation required. This category includes such things as childcare emergency, automotive theft, accident, non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.
Explanation: _____

VI. Jury Duty (attach summons or court documentation)

VII. Unspecified Personal Day (maximum 2 per year will be allowed with pay, not to be used to extend a scheduled vacation. Advance notice, whenever possible, shall be given.

The Superintendent, for extenuating circumstances, may allow additional days of absence with or without pay.

Unit Member's Signature _____ Date _____
Supervisor's Signature _____ Date _____

APPENDIX C

HWASA ABSENCES

Reporting Procedures: Any person absent from school must notify the district according to the district's procedure for notification. Unit members who are assigned to more than one building must complete an absence report form for each building.

Personal Illness: A doctor's certificate is required for absences of five consecutive school days or more.

- A. For tenured unit members or unit members who have completed the equivalent of 3 years of full-time employment, unlimited absence with pay will be allowed for personal illness. Absences extending beyond 3 months will be reviewed by the Superintendent and Board of Education and dealt with individually.
- B. For non-tenured unit members, (those unit members not included in section A. above), sick leave shall be credited at the commencement of employment at the rate of one day per month on a prorated basis to a maximum of 10 days per year. These days will accumulate until the conditions of section A. above are met.

Childbirth

A tenured unit member who has given birth: Absence with pay will be allowed until mother is medically able to return to work, usually 6 weeks (8 weeks in the case of cesarean).

A non-tenured unit member who has given birth: Absence with pay will be allowed for the maximum number of accumulated sick days in bank, plus 5 additional days.

Father (tenured and non-tenured): Five days absence with pay is allowed for birth of a child.

Adoption: Five days absence with pay will be allowed for adoption of a child for both tenured and non-tenured unit members.

Critical Illness or Death in the Immediate Family: Five days absence with pay is allowed for each critical illness or death in the immediate family.

- A. Critical illness means illness which attending physician considers sufficiently serious to require the unit member's presence at the bedside.
- B. Immediate family includes the teacher's spouse, children, parents, grandparents, grandchildren, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law and others identified by the unit member as members of his/her household.

Personal and Family Responsibilities: One day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible must be given.

Emergency Situations or Extenuating Circumstances which prevent attendance: One day or part of a day with pay will be granted for each incidence. This category includes childcare emergency, automotive theft, accident, or non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

Extenuating Circumstances may occur when more days are being requested than are generally allowable for the absence.

Unspecified Personal Days (maximum 2 per year will be allowed with pay), may include such reasons as driving examination for license, attending graduation, religious, or wedding ceremonies (other than immediate family), birth of a grandchild, or any other unspecified reason. Reasons need not be stated nor included on the absence form. Advance notice, whenever possible, shall be given.

The Superintendent, for extenuating circumstances, may allow additional days of absence with or without pay.

Revised Regulation 4151, revised February 2006