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Title: **Port Washington Union Free School District and Port Washington Association of Public School Administrators (2014)**

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Union: **Port Washington Association of Public School Administrators**

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AGREEMENT

between

**THE PORT WASHINGTON UNION FREE
SCHOOL DISTRICT**

Town of North Hempstead, Nassau County
Port Washington, New York

and

**THE ASSOCIATION OF PUBLIC SCHOOL
ADMINISTRATORS**

July 1, 2014 – June 30, 2017

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It is understood by and between the Superintendent of Schools ("Superintendent") and the Association of Public School Administrators ("Association") that the following terms and conditions of employment are to be in effect for the members of the Association for the period of July 1, 2014 to June 30, 2017.

Article I

A. Recognition

The Board of Education hereby recognizes the Association as the exclusive bargaining agent for the following positions: Director of Health, Physical Education and Athletics; Executive Director of Pupil Personnel; Curriculum Associate; Director of Guidance; Director of Technology; ESL Director; Associate Administrator for Pupil Personnel Services; and all full-time building administrators ("unit members") employed in the Port Washington Public Schools.

Article II

A. Compensation

Salaries for unit members for the 2014-15, 2015-16 and 2016-17 school years shall be paid as per the attached Appendix I.

Effective July 1, 2014, each unit member shall remain on the same Step number on the 2014-15 salary schedule that they were on during the 2013-14 school year.

Effective July 1, 2015, each unit member shall remain on the same Step number on the 2015-16 salary schedule that they were on during the 2014-15 school year.

Effective July 1, 2016, each eligible unit member shall move one (1) Step on the 2016-17 salary schedule.

B. Executive Compensation Plan

In the event that the Superintendent, or his designee, determines on or before January 1 in each of the school years covered by this agreement that the performance of professional duties of any unit member is less than satisfactory, the Superintendent shall inform the unit member, in writing, that it shall be recommended to the Board of Education that a salary and/or step increase for the subsequent school year be denied, unless performance of that unit member becomes satisfactory by May 1 of that school year.

Such notices shall include a statement defining areas of performance weakness and recommendations to strengthen his/her performance.

Upon receipt of said notice, the unit member affected may request the Association to appoint an advisory committee to investigate the case.

The Superintendent, or his designee, will endeavor to assist the unit member in improving satisfactorily in the intervening period between January 1 and May 1, by supervising and evaluating that unit member no less than once in each of the months from January through April.

The Superintendent will inform the unit member so affected, in writing by May 1, as to whether a recommendation shall be made to the Board of Education that a salary and/or step increase for the subsequent school year be denied.

The unit member, unless he/she waives the right to do so, shall be entitled to receive a hearing before the Board of Education concerning denial of a salary and/or step increase for the subsequent school year.

The Board of Education shall make the final determination in such a matter, but before doing so it shall receive the recommendations of the advisory committee appointed by the Association.

The unit member will be notified by June 1, in writing, of the final determination of his/her case.

Any year in which one or more unit members have been notified as to a possible withholding of a salary and/or step increase, the President of the Association shall be simultaneously informed.

Should a member's salary and/or step increase be withheld as per the above provisions, the Superintendent may move the member up one (1) additional step (for a total of two (2) steps) in another subsequent year provided the member has demonstrated exemplary improvement in his/her work performance.

In the event that the Superintendent or his designee determines on or before June 30 in each of the school years covered by this agreement that the performance of the professional duties of any unit member has been exemplary during the school year, the Superintendent may, in his discretion, recommend to the Board of Education that such member(s) receive an additional step (for a total of two (2) steps), or a specific amount for those already on top step, in the following school year. Any such recommendation shall be made in writing with a copy to both the unit member and the President of the Association. The final determination shall be made by the Board of Education.

Article III

A. Vacation

1. All twelve (12) month unit members shall be entitled to twenty-two (22) vacation days each fiscal year, cumulative to forty-two (42) days. All unused vacation days beyond this total will be lost, provided, however, that members of the unit may be permitted to cash in up to six (6) vacation days each fiscal year subject to the prior approval of the Superintendent.
2. When a twelve (12) month unit member retires or leaves the District, he/she shall be paid for unused vacation days up to a maximum of twenty-one (21) days. The rate for each day shall be 1/220 of the annual salary at the time of retirement or departure.
3. The Human Resources Administrator shall be notified:
 - (a) in June of each year of the proposed vacation days of all twelve (12) month unit members.
 - (b) within one (1) week of any change in vacation days which could result in a loss of vacation days.
 - (c) within one (1) week of any accumulated vacation days used between September and June, inclusively.
4. No vacation days shall be taken the first three (3) weeks of school.
5. The Human Resources Administrator and the Superintendent reserve the right to deny requested vacation days if the needs of the District are perceived as requiring the unit member to be present on the days in question.

Article IV

A. Professional Development

A pool of twenty-eight thousand (\$28,000) dollars will be maintained for professional development for members of the unit. The expenditure of these monies will be determined by a joint committee of unit and central office administrators.

B. Meal Reimbursement

Building Administrators shall receive a \$1500 per school year meal allowance for meals on evenings when their attendance is required. Such allowance shall be made twice a year (December/July) by the District.

Directors shall be reimbursed for meals on evenings when their attendance is required to a maximum of \$1500 per school year. Such reimbursement shall be paid by vouchers. Requests for reimbursement shall be submitted twice a year (December/July) on forms supplied by the District and shall include appropriate backup.

Article V

A. Educational Leaves

Unit members may be granted educational leaves on the following terms and conditions:

1. No more than one member of the unit covered by this agreement may be granted an educational leave in any school fiscal year.
2. The Superintendent has full right and authority to recommend educational leaves on such terms and conditions he shall deem appropriate and on the basis only of his reasonable belief that such educational leave would benefit specific educational programs in the District.
3. The Board of Education may approve or disapprove recommendations for the granting of educational leaves.

Article VI

A. Insurance

The Board shall continue to participate in the New York State Health Insurance Program to the extent of 80% payment by the Board under the individual and 80% payment by the Board under the family plan. The Association and the Administration agree to study and review health insurance programs. A change in participation in the NY State Health Insurance Program may be made to another plan offering comparable coverage with prior notification to the president of the bargaining unit.

The District will offer to the employees other available health insurance programs such as US Health Care and HIP/HMO. The District contribution in every case will be no more than under the New York State Health Insurance Program.

The District shall also purchase a one million (\$1,000,000) dollar excess major medical with vision care insurance coverage policy for each individual covered by this Agreement for each of the years.

Health insurance coverage will be continued by the Board of Education for an administrator who retires from the District. In the event an administrator predeceases his/her spouse, before or after retirement, said spouse, if he/she desires, may continue coverage for the health and dental insurance, provided he/she pays the full cost of such coverage at the rate charged to the District, and if permitted by the insurance carrier. The cost to the retiree for the health insurance, to be paid to the District, will be the same as if the retiree were an active employee in the District.

B. Health Insurance Rebate

Subject to the Rules and Regulations of the New York State Health Insurance Plan ("NYSHIP") unit members who are entitled to coverage under the District's health insurance program may elect to withdraw from or reduce coverage in the plan. Those who elect this option shall receive one half (½) of the savings to the District contingent upon the type of coverage held and provided that they do not change this option for a twelve (12) month period. Payments will be made at the end of the twelve (12) month period and will be made annually each twelve (12) months thereafter provided that the individual and /or family remains uncovered under the District plan.

Individuals must notify the District by November 1 of the prior school year if they wish to participate. New employees will initially be asked to indicate their desire to enroll or not to enroll in the program prior to the offer of a rebate. Employees who are ineligible for family coverage and who subsequently become eligible (through acquisition of dependents) and elect family coverage would be entitled to the incentive if they subsequently elect to drop that coverage.

Employees shall be eligible to reapply for coverage at any time subject to the requirements and conditions specified in the New York State Health Insurance Program, provided that in the case of an individual who reenters in less that twelve (12) months, no payment shall be made.

C. Dental

Unit members shall be permitted to participate in the District's Dental Plan. Contributions for dental coverage will be maintained at current levels.

Upon request, dental insurance coverage will be continued into retirement at the administrative employees expense.

D. Pre-Tax Contribution Program

The District will offer, on a voluntary basis, a Pre-tax Contribution Program authorized by the IRS Section 125 whereby health and dental insurance premiums are deducted from employees' salaries and treated as a non-taxable item for the purpose of paying the employees' portion of the premium for group medical and dental insurance. The Association and District will develop a mutually agreeable procedure for the implementation of the program.

Unreimbursed health care and dependent care expenses are additional options that are currently available.

As they become available, other premium options may be offered as mutually agreeable.

E. Life Insurance

The District shall purchase a life insurance policy for each of the unit members. The amount of this insurance shall be three times base salary.

F. Damage to Automobiles

The Board will reimburse unit members for damage done to automobiles on school property not otherwise covered by their insurance to a maximum of \$250 per incident. Reimbursement shall be on forms provided by the District. The maximum under this provision shall not exceed \$1,250 for a school year.

G. Retirement Notification Incentive

Any unit member who provides written notice of retirement by February 1st for a June 30/July 1 retirement date, shall receive an early notification incentive of ten thousand (\$10,000) dollars.

Effective November 1, 2014, the early notification incentive amount shall temporarily be increased to fifteen thousand (\$15,000) dollars for the duration of the 2014-17 Agreement. This increased amount shall sunset and be null and void for all retirements occurring after July 1, 2017.

Article VII

A. Compensatory Time

All twelve (12) month unit members shall be entitled to receive contractual compensatory time on an hour for hour basis for unique major projects that are required by the District to be performed in the District on days during which a member of the unit would not otherwise be required to work (e.g., holiday breaks etc.). Projects to which this shall apply should be limited to the sole discretion of the Superintendent, or his/her designee, and must be approved prior to commencing such work.

Within five (5) school days after completing pre-approved work, unit members shall submit documentation satisfactory to the District certifying the amount of time worked and the services that they performed. If a unit member fails to submit such documentation within five (5) schools days after the work was performed, the unit member shall not be eligible to receive any compensatory time.

Any compensatory time that is earned pursuant to this provision must

be used within twelve (12) months of the date on which it was earned and may be used only during such times as the use will not cause disruption to the District as determined in the sole discretion of the Superintendent (e.g., during the District's summer break). Such compensatory time shall not be cumulative and any unused compensatory days shall be lost.

Article VIII

Taylor Law Notice

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

Exhibit B

The Appeals Process

1. Appeals shall be limited to those evaluations that have resulted in a rating of Ineffective or Developing.
2. The draft annual evaluation shall be presented to the Building Principal at a meeting between the administrator and the Superintendent of Schools in June of each school year.
3. Within ten (10) business days of the receipt of a draft of a building principal's annual evaluation from the Superintendent of Schools the administrator may present information and materials relevant to the evaluation, in writing to the Superintendent of Schools.
4. Within five (5) business days of the receipt of the materials, the Superintendent shall issue the final evaluation.
5. Within five (5) school days of the receipt of a final annual evaluation providing a rating as set forth in Subparagraph (1) above, a principal improvement plan (PIP), or a final PIP report, a principal may appeal the annual evaluation, principal improvement plan, or the final PIP report to the Superintendent of Schools. The appeal shall be in writing and shall articulate in detail the basis of the appeal. Along with the detailed description of the precise points of disagreement, the principal must include any and all ad-

ditional documents or written materials specific to the points of disagreement that support the principal's appeal and are relevant to the resolution of the appeal. Any such additional information not submitted at the time the appeal is filed shall not be considered in the deliberations related to the resolution of the appeal.

Appeals shall be limited to:

- a. the substance of the annual professional performance review;
- b. the District's adherence to the standards and methodologies required for such reviews pursuant to Section 3012(c) of the Education Law;
- c. the District's adherence to the Regulations of the Commissioner and compliance with any applicable locally negotiated procedure; and
- d. the District's issuance and/or implementation of the terms of the principal's improvement plan (i.e., final PIP report).

6. Any issue not raised in written appeal shall be deemed waived.

7. Notwithstanding and other provisions of this Appeals process, the Superintendent of Schools and the principal will each provide evidence to support their proposed APPR rating, and will make every effort to resolve the differences and come to a collaborative decision as to what the final rating shall be. In the event they cannot agree, the Superintendent of School shall decide the principals final rating.

8. Within twenty (20) school days of receipt of the appeal, the Superintendent of Schools shall render a written determination with respect thereto.

9. The determination of the Superintendent of Schools as to the substance of the annual professional performance review shall be final and binding. Procedural issues that will be set forth in this Article shall be raised as a part of the appeal to the Superintendent.

10. Notwithstanding the above, in the event that a principal has received a second ineffective and/or developmental rating, the evaluated principal will have the right to a committee review. The Superintendent of Schools shall choose two committee members on behalf of the principal. The committee may recommend modification of the PIP and/or of the rating. The review shall be completed within ten (10) business days of delivery of the written request for review. The principal shall have the opportunity to speak to the committee and discuss supporting evidence.

11. The time frames referred to herein may be extended by mutual written agreement of the parties.

Principal improvement plan (PIP)

The District will support principals whose performance is evaluated as needing an individual improvement plan (PIP) in accordance with the Commissioner's regulations and as mutually agreed upon with the principal. The Principal Improvement Plan (PIP) is a structured plan designed to identify specific concerns related to instructional leadership and outlines a plan of action to ameliorate these concerns. It is understood that the purpose to the PIP is to assist principals in actualizing their full leadership potential.

Plan Components

In accordance with SED APPR statues and regulations, the improvement plan will define specific standards-based goals that the principal must make progress toward attaining within a specified period of time. The District and the principal will work collaboratively to ensure that the plan includes the following components:

- a clear identification of the areas that need improvement,
- expected outcomes of the PIP,
- a timeline for achieving improvement,
- the manner in which the improvement will be assessed, and where appropriate,
 - differentiated activities to support improvement in these areas. Such resources and activities might include a mentor or coach, visitations or shadowing, workshops and seminars, on-line courses, advanced degree work, professional texts, periodicals, or other literature, collegial circles, guided observations, self assessments and modeling from the lead evaluator.

In addition, the plan will describe the professional learning activities the principal must complete. The activities must be directly connected to the areas needing improvement and the principal must produce artifacts that will serve as both benchmarks of progress and evidence for the final stages of accomplishing the plan. The District will provide appropriate resources to assist and support the principal in meeting the goals of the PIP. The principal may choose to bring a representative of APSA to observe or participate in any portion of the improvement plan.

Procedures for Implementation

A PIP must be initiated whenever a principal receives a rating of developing or ineffective in a year-end evaluation. Both the principal and the Superintendent shall meet within thirty (30) days of the school year where the developing or ineffective evaluation is discussed. The principal and the Superintendent shall collaboratively design a PIP over the course of the summer.

The PIP must be in place no later than September 10 of the following school year. An initial conference shall be held at the beginning of the school year where the PIP is discussed, signed and dated at the beginning of its implementation. The Superintendent, or his designee, will conduct monthly meetings with the principal. A brief, written progress report documenting each meeting will be provided to the principal. After the first quarter, the Superintendent will meet with the principal in order to assess the effectiveness and of the intervention(s) and the level of improvement. Based on that assessment, the PIP may be adjusted appropriately and quarterly meetings among all parties will continue. At the end of the year, if the PIP goals are met, it will terminate. The culmination of the PIP will be communicated in writing to the principal (i.e., final PIP report). Both parties will sign the PIP at the end of the school year.

If the principal is rated developing or ineffective for any school year in which a PIP was in effect, the principal and the Superintendent will develop a new plan according to these guidelines for the subsequent school year.

A Model Principal Improvement Plan (PIP) delineating the required components is included in this Principal APPR Plan as Appendix A.

Appendix A
 Port Washington Union Free School District
 Model Principal Improvement Plan (PIP)

Targeted Goals- Areas Needing Improvement	Expected Outcomes	Recommended Activities	Recommended Resources	Evidence of Achievement	Timeline
<i>Examples:</i> Student Performance and/or Engagement Supervision of Staff Fiscal Management Communication with Parents Community Relations	List of specific expectations related to targeted goals.	List of specific activities related to targeted goals.	List of specific materials, people, and workshops used to support the PIP. Identify the instrument or rubrics used to monitor progress. Additional training in teacher supervision rubrics, etc.	Identify how progress will be measured and assessed. Specify next steps to be taken based upon progress or lack thereof.	<i>Identify dates for school visitations consistent with APPR Plan.</i> Identify dates for progress meeting with Superintendent related to each identified targeted goal. Identify dates for quarterly assessment of overall progress.

Principal _____

Date _____

ASPSA Co-President _____

Date _____

Superintendent of Schools _____

Date _____

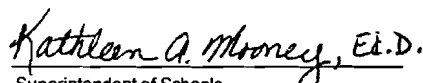
IN WITNESS THEREOF, the parties hereunto set their hands and seals this
__ day of _____ 2014.



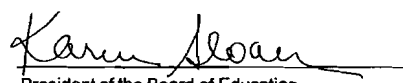
APSA Co-President



APSA Co-President



Superintendent of Schools
Port Washington Union Free School District



President of the Board of Education
Port Washington Union Free School District

Appendix I

Administrative Salary Schedule

2014-2015

Step	HSP	MSP	ESP	HSAP	MSAP	Exec Dir	Director	AA/CA
13	\$199,295	\$187,657	\$175,286	\$168,453	\$162,981	\$179,947	\$179,762	\$169,290
12	\$195,867	\$184,429	\$172,271	\$165,556	\$160,178	\$176,852	\$176,670	\$166,378
11	\$191,688	\$180,494	\$168,596	\$162,023	\$156,760	\$173,079	\$172,901	\$162,828
10	\$187,086	\$176,160	\$164,548	\$158,133	\$152,997	\$168,924	\$168,750	\$158,919
9	\$182,594	\$171,931	\$160,597	\$154,337	\$149,323	\$164,868	\$164,698	\$155,103
8	\$178,210	\$167,803	\$156,741	\$150,631	\$145,738	\$160,910	\$160,744	\$151,379
7	\$173,932	\$163,776	\$152,978	\$147,015	\$142,239	\$157,046	\$156,884	\$147,745
6	\$169,756	\$159,845	\$149,305	\$143,485	\$139,824	\$153,276	\$153,118	\$144,198
5	\$165,680	\$156,009	\$145,721	\$140,040	\$136,467	\$149,596	\$149,441	\$140,735
4	\$161,702	\$152,265	\$142,222	\$136,678	\$133,190	\$146,004	\$145,853	\$137,357
3	\$157,820	\$148,610	\$138,807	\$133,396	\$129,993	\$142,499	\$142,352	\$134,059
2	\$154,030	\$145,044	\$135,475	\$130,193	\$126,872	\$139,077	\$138,934	\$130,840
1	\$150,332	\$141,563	\$132,222	\$127,067	\$123,825	\$135,738	\$135,598	\$127,700

2015-2016

Step	HSP	MSP	ESP	HSAP	MSAP	Exec Dir	Director	AA/CA
13	\$202,783	\$190,941	\$178,354	\$171,401	\$165,833	\$183,096	\$182,908	\$172,253
12	\$199,295	\$187,657	\$175,286	\$168,453	\$162,981	\$179,947	\$179,762	\$169,290
11	\$195,867	\$184,429	\$172,271	\$165,556	\$160,178	\$176,852	\$176,670	\$166,378
10	\$191,688	\$180,494	\$168,596	\$162,023	\$156,760	\$173,079	\$172,901	\$162,828
9	\$187,086	\$176,160	\$164,548	\$158,133	\$152,997	\$168,924	\$168,750	\$158,919
8	\$182,594	\$171,931	\$160,597	\$154,337	\$149,323	\$164,868	\$164,698	\$155,103
7	\$178,210	\$167,803	\$156,741	\$150,631	\$145,738	\$160,910	\$160,744	\$151,379
6	\$173,932	\$163,776	\$152,978	\$147,015	\$142,239	\$157,046	\$156,884	\$147,745
5	\$169,756	\$159,845	\$149,305	\$143,485	\$139,824	\$153,276	\$153,118	\$144,198
4	\$165,680	\$156,009	\$145,721	\$140,040	\$136,467	\$149,596	\$149,441	\$140,735
3	\$161,702	\$152,265	\$142,222	\$136,678	\$133,190	\$146,004	\$145,853	\$137,357
2	\$157,820	\$148,610	\$138,807	\$133,396	\$129,993	\$142,499	\$142,352	\$134,059
1	\$154,030	\$145,044	\$135,475	\$130,193	\$126,872	\$139,077	\$138,934	\$130,840

2016-2017

Step	HSP	MSP	ESP	HSAP	MSAP	Exec Dir	Director	AA/CA
14	\$206,332	\$194,282	\$181,475	\$174,401	\$168,735	\$186,300	\$186,109	\$175,267
13	\$202,783	\$190,941	\$178,354	\$171,401	\$165,833	\$183,096	\$182,908	\$172,253
12	\$199,295	\$187,657	\$175,286	\$168,453	\$162,981	\$179,947	\$179,762	\$169,290
11	\$195,867	\$184,429	\$172,271	\$165,556	\$160,178	\$176,852	\$176,670	\$166,378
10	\$191,688	\$180,494	\$168,596	\$162,023	\$156,760	\$173,079	\$172,901	\$162,828
9	\$187,086	\$176,160	\$164,548	\$158,133	\$152,997	\$168,924	\$168,750	\$158,919
8	\$182,594	\$171,931	\$160,597	\$154,337	\$149,323	\$164,868	\$164,698	\$155,103
7	\$178,210	\$167,803	\$156,741	\$150,631	\$145,738	\$160,910	\$160,744	\$151,379
6	\$173,932	\$163,776	\$152,978	\$147,015	\$142,239	\$157,046	\$156,884	\$147,745
5	\$169,756	\$159,845	\$149,305	\$143,485	\$139,824	\$153,276	\$153,118	\$144,198
4	\$165,680	\$156,009	\$145,721	\$140,040	\$136,467	\$149,596	\$149,441	\$140,735
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2	\$157,820	\$148,610	\$138,807	\$133,396	\$129,993	\$142,499	\$142,352	\$134,059
1	\$154,030	\$145,044	\$135,475	\$130,193	\$126,872	\$139,077	\$138,934	\$130,840

