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Title: **Port Washington Union Free School District and Port Washington Association of Public School Administrators (2009)**

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

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AD/5993

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, 2009 – June 30, 2011
RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 25 2010

ADMINISTRATION

22

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, 2009 to June 30, 2011.

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; Director of Creative Arts; 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 of unit members shall be paid as per the attached Appendices I and II.

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 so 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 one (21) 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 five (5) vacation days each fiscal year subject to the prior approval of the Superintendent. Effective for the 2006-07 school year, the number shall be increased to six (6) cash in days.
2. When a twelve (12) month unit member retires or leaves the District, he/she shall be paid for unused vacations 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 Assistant Superintendent for Instructional and Human Resources 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 Assistant Superintendent for Instructional and Human Resources 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.

Other members of the unit 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 95% payment by the Board under the individual and 80% payment by the Board under the family plan for 2005-06. Effective July 1, 2006 the 95% shall change to 85% and effective July 1, 2007 and thereafter to 80%. 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 as 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.

Members hired on or after July 1, 1999 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is substantially equivalent to the health insurance plan being provided by the District for other members of the bargaining unit. Such members shall not be eligible for the rebate provided below.

For purposes of determining whether a plan is substantially equivalent, a plan shall be deemed substantially equivalent even if the employee's spouse's plan contains a contributory factor over and above what is contributed under the District's Plan provided the District opts to not cover the employee and pays an additional stipend equivalent to the dollar amount paid by the employee's spouse towards his or her health insurance coverage over and above the amount paid in the District.

A plan shall be deemed substantially equivalent even if an employee's spouse may not carry the plan into retirement. In such instances, the employee will be eligible for the District's plan if the employee's spouse loses coverage, retires or leaves employment, or at the time the District employee retires.

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

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 than 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.

Article VII

A. Early 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.

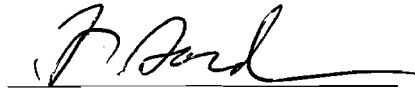
Article VIII

Taylor Law Notice

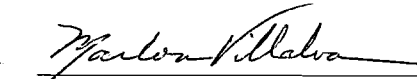
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Port Washington UFSD

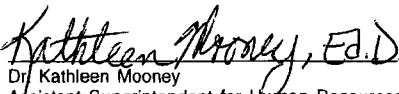
Association of Public School Administrators



Dr. Geoffrey Gordon
Superintendent of Schools



Marlon Villalva
Co-President



Dr. Kathleen Mooney
Assistant Superintendent for Human Resources



Barbara Giebel
Co-President

Appendix I

2009-10 Salary Schedule

Step	HSP	MSP	ESP	HSAP	MSAP	Exec Dir	Director	AA/CA
12	\$176,173	\$168,092	\$158,781	\$148,238	\$145,015	\$163,077	\$159,810	\$151,332
11	\$174,272	\$163,253	\$155,040	\$146,992	\$143,191	\$159,000	\$157,598	\$148,740
10	\$172,144	\$160,513	\$151,406	\$143,500	\$140,789	\$155,432	\$155,273	\$146,232
9	\$168,013	\$157,849	\$147,772	\$142,011	\$138,388	\$151,702	\$151,546	\$142,722
8	\$163,980	\$154,061	\$144,226	\$138,603	\$135,066	\$148,061	\$147,909	\$138,297
7	\$160,045	\$150,363	\$140,764	\$136,277	\$130,823	\$144,508	\$144,159	\$135,954
6	\$156,204	\$146,755	\$137,386	\$132,030	\$128,661	\$141,040	\$140,895	\$132,691
5	\$152,455	\$143,232	\$134,089	\$129,662	\$125,573	\$137,655	\$137,514	\$128,508
4	\$148,796	\$139,795	\$130,870	\$125,769	\$122,559	\$134,351	\$135,215	\$126,398
3	\$145,225	\$136,440	\$127,730	\$122,750	\$119,618	\$131,126	\$130,992	\$123,364
2	\$141,739	\$133,165	\$124,664	\$119,604	\$116,747	\$127,979	\$127,848	\$120,514
1	\$138,338	\$129,969	\$121,672	\$116,929	\$113,945	\$124,908	\$125,200	\$117,621

2009-10 Step Placement - Effective July 1, 2009			
CODE	LAST NAME	FIRST NAME	STEP
HSP	LEWIS	JOHN R.	HSP-11
MSP	ROOAHAN	MARILYN	MSP-10
ESP	MEOU	DAVID	ESP-10
ESP	AJELLO	ELAINE	ESP-10
ESP	SHIELDS	CHRISTOPHER	ESP-9
ESP	GIEBEL	BARBARA	ESP-8
ESP	COHEN	BONNI	ESP-5
HSAP	MILLER	DAVID	HSAP-6
HSAP	WEISS	CRAIG	HSAP-5
HSAP	FITZGERALD	BRADLEY	HSAP-4
HSAP	TORRES	JULIE	HSAP-3
MSAP	DUBIE	MARIA	MSAP-11
MSAP	SWINSON	MATTHEW W.	MSAP-8
MSAP	JAVELINE	BETH	MSAP-8
EXDIR	FRYZEL	MERRI	EXDIR-11
DIR	BAYLEN	DAVID	DIR-8
DIR	HARDY	HANK J.	DIR-5
DIR	JOANNON	STEPHANIE	DIR-5
DIR	CEPERO	SHERLEY	DIR-4
DIR	MARVEL	ROSE	DIR-2
AA/CC	VILLALVA	MARLON	AA/CC-6
AA/CC	ANESTA	LESLIE	AA/CC-3

Appendix II

2010-11 Salary Schedule

Step	HSP	MSP	ESP	HSAP	MSAP	Exec Dir	Director	AA/CA
12	\$177,988	\$167,803	\$160,396	\$150,776	\$146,508	\$164,756	\$161,456	\$152,890
11	\$176,067	\$164,934	\$156,637	\$148,506	\$144,666	\$160,638	\$159,626	\$150,272
10	\$173,917	\$162,167	\$152,965	\$144,978	\$142,239	\$157,033	\$156,872	\$147,738
9	\$169,743	\$159,475	\$149,294	\$143,474	\$139,813	\$153,265	\$153,107	\$144,192
8	\$165,669	\$155,648	\$145,711	\$140,031	\$136,457	\$149,586	\$149,433	\$140,731
7	\$161,693	\$151,912	\$142,214	\$136,670	\$132,170	\$145,996	\$145,644	\$137,354
6	\$157,813	\$148,266	\$138,801	\$133,390	\$129,986	\$142,492	\$142,346	\$134,057
5	\$154,025	\$144,708	\$135,470	\$128,655	\$126,866	\$139,072	\$138,930	\$130,840
4	\$150,328	\$141,235	\$132,218	\$127,064	\$123,822	\$135,735	\$136,608	\$127,700
3	\$146,721	\$137,845	\$129,045	\$124,014	\$120,850	\$132,477	\$132,341	\$124,635
2	\$143,199	\$134,537	\$125,948	\$121,038	\$117,949	\$129,298	\$129,165	\$121,755
1	\$139,762	\$131,308	\$122,925	\$118,133	\$115,119	\$126,194	\$126,490	\$118,833

2010-11 Step Placement - Effective July 1, 2010

CODE	LAST NAME	FIRST NAME	STEP
HSP	LEWIS	JOHN R.	HSP-12
MSP	RODAHAN	MARILYN	MSP-11
ESP	MEOLI	DAVID	ESP-11
ESP	AJELLO	ELAINE	ESP-11
ESP	SHIELDS	CHRISTOPHER	ESP-10
ESP	GIEBEL	BARBARA	ESP-9
ESP	COHEN	BONNI	ESP-6
HSAP	MILLER	DAVID	HSAP-7
HSAP	WEISS	CRAIG	HSAP-6
HSAP	FITZGERALD	BRADLEY	HSAP-5
HSAP	TORRES	JULIE	HSAP-4
MSAP	DUBIE	MARIA	MSAP-12
MSAP	SWINSON	MATTHEW W.	MSAP-10
MSAP	JAVELINE	BETH	MSAP-9
EXDIR	FRYZEL	MEHRI	EXDIR-12
DIR	BAYLEN	DAVID	DIR-9
DIR	HARDY	HANK J.	DIR-7
DIR	JOANNON	STEPHANIE	DIR-6
DIR	CEPERO	SHIRLEY	DIR-5
DIR	MARVEL	ROSE	DIR-3
AA/CC	VILLALVA	MARLON	AA/CC-7
AA/CC	ANESTA	LESLIE	AA/CC-4