

**MEMORANDUM OF AGREEMENT
BETWEEN
THE HENDRICK HUDSON CENTRAL SCHOOL DISTRICT
AND
THE HENDRICK HUDSON EDUCATION ASSOCIATION**

WHEREAS, the Hendrick Hudson Education Association (hereinafter the "HHEA") and the Hendrick Hudson Central School District (hereinafter the "District") are parties to a Collective Bargaining Agreement between them which expired on June 30, 2011; and

WHEREAS, the parties have tentatively resolved the terms and conditions of a successor agreement, the contents of which are contained in this Memorandum of Agreement, which is subject to ratification by the membership of the Association as well as the Board of Education.

THEREFORE, IT IS HEREBY AGREED by and between the parties that the following shall constitute the terms and conditions of a successor collective bargaining agreement to the 2008-2011 Agreement, subject to the ratification process referenced above.

1. **Term:** July 1, 2011 through June 30, 2015
2. **Article II, 1A- Salary:**
 - a. 2011- 2012 Salary Schedule: 0% increase above prior year, regular step increment movement for those unit members eligible for movement.
 - b. 2012- 2013 Salary Schedule: 0% increase above prior year.
 - (i) Teachers who are not eligible for step increment movement shall receive a \$1000.00 recurring, off schedule increase to their base salary, effective July 1, 2012.
 - (ii) Teachers who are eligible for step increment movement shall not receive their regular, full step increment. Instead, such teachers shall receive one half (1/2) of a step increment effective February

1, 2013. (i.e., half of the difference between their step placement in 2011- 2012 and the next higher step).

- c. 2013- 2014 Salary Schedule: 0% increase over prior year.
 - (i) Teachers who are not eligible for step increment movement shall receive a \$1000.00 recurring, off schedule increase to their base salary, effective July 1, 2013.
 - (ii) Teachers who are eligible for step increment movement shall not receive their regular, full step increment. Instead, such teachers shall receive one half (1/2) of a step increment effective February 1, 2014. (i.e., the remaining one ½ step increment from the 2012- 2013 school year).
- d. 2014- 2015 Salary Schedule: 0% increase over the prior year.
 - (i) Teachers who are not eligible for step increment movement shall receive a \$1000.00 recurring, off schedule increase to their base salary, effective July 1, 2014.
 - (ii) Teachers who are eligible for step increment movement shall receive their regular full step increment. However, such step increment movement shall not be effectuated until February 1, 2015.
- e. The Salary Schedule for each of the years of the Agreement are attached hereto.

3. **Article II, 1E- Salary:** Number the existing language as E(1) and add New E(2) as follows:

2. Teachers who were eligible for step movement during the 2012- 2013 and 2013- 2014 school years and received only one (1) full

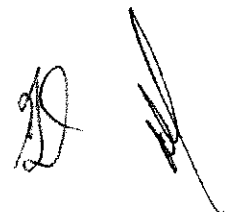
step increment during those two (2) school years shall receive a \$2000.00 career increment effective in the 25th year and succeeding years of credited service. Teachers receiving this career increment shall not be eligible for the 3 year one time career increment set forth in E(1) above.

4. **Article II, 1K:** - Number the existing language as K(1) and add New K(2) as follows:

2. Effective July 1, 2013 the salary schedule shall reflect 10 credit lanes. Advancement to the next lane shall only occur when a teacher has earned enough credits to move to the next salary column. Credits approved in advance by the District Office for salary lane advancement will be recognized twice a year upon the submission of official transcripts by August 15 and January 31 except where otherwise mandated. However, those teachers with credits that do not reflect a multiple of 10 at the end of the 2011-2012 school year (including credits that have been approved for the summer of 2012 as of the execution of this Memorandum for which teachers are already registered) will be grandfathered and will continue to be paid at the single credit rate for those grandfathered credits until they have enough approved credits to advance to the next lane at which time no credits will be compensated between the salary lanes.

5. **Article II, 1O: Graduate Course Credit for Administrative Approval:** - Add the following new language to the end of the first paragraph- "Salary credit shall not be granted for any courses taken during the 2012- 2013 school year except for teachers in approved Masters or Ph.D programs."

6. **Article III, 1A3- Health Insurance:**
- a. Effective July 1, 2012, all bargaining unit members who choose individual or family coverage will contribute 8% of the applicable health premium payment.
 - b. Effective July 1, 2013, all bargaining unit members who choose individual or family coverage will contribute 9% of the applicable health premium payment.
 - c. Effective July 1, 2014, all bargaining unit members who choose individual or family coverage will contribute 10% of the applicable health premium payment.



d. Effective July 1 2012, amend Par. A8 to reflect the current formula for the health insurance waiver payment less \$1,000. This provision will sunset June 30, 2015.

7. **Article II, 1F Nurses Salary:**

a. 2011- 2012: 0% increase above prior year, regular step increment movement.

b. 2012- 2013: \$333 increase to the salary schedule above prior year.

(i) Nurses who are not eligible for step increment movement shall receive a \$1,000.00 recurring, off schedule increase to their base salary, effective July 1, 2012.

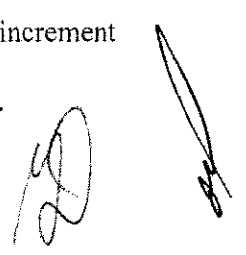
(ii) Nurses who are eligible for step increment movement shall not receive their regular, full step increment. Instead, such nurses shall receive one half (1/2) of a step increment effective February 1, 2013. (i.e., half of the difference between their step placement in 2011- 2012 and the next higher step).

c. 2013- 2014: \$333 increase to the salary schedule above the prior year.

(i) Nurses who are eligible for step increment movement shall not receive their regular, full step increment. Instead, such nurses shall receive one half (1/2) of a step increment effective February 1, 2014. (i.e., the remaining one ½ step increment from the 2012- 2013 school year).

d. 2014- 2015: \$333 increase to the salary schedule above the prior year.

(i) Nurses who are eligible for step increment movement shall receive their regular full step increment. However, such step increment movement shall not be effectuated until February 1, 2015.



e. The Salary Schedule for each of the years of this Agreement are attached hereo.

8. **Article III - Employee Assistance Program-** The Board shall provide bargaining unit members with access to services from the Longview Associates Employee Assistance Program or a comparable program if Longview is no longer in existance. Any change in the Longview Associates Employee Assistance Program initiated by the District that diminishes the benefits provided to bargaining unit members shall require the written permission of the HHEA president(s).

9. **Article III, C –** Add the following after “. . . \$20,000 per year”: However, for the second, third and fourth year of this Agreement the Board will not be required to make this payment. This provision will sunset notwithstanding Section 209-a(1)(e) of the Civil Service Law effective June 30, 2015.

10. **Article VII, 1A- Class Size -** Amend to reflect that, effective July 1, 2012, the desirable number of pupils per class in the elementary schools for Grades K through 3 are as follows:

Kindergarten-	22
Grade 1-	20
Grade 2-	22
Grade 3-	22

11. **Article VII, 2- Teacher Load**

a. **Subsection A- Elementary -** Add the following new language after the last sentence in Section 2A:

Effective July 1, 2012, elementary teachers shall be provided with the equivalent of two (2) preparation periods during the work day.

Subsection B- Secondary - Add New subsection 2B(7) as follows:

7. Effective July 1, 2012, in any secondary schools that maintain a schedule consisting of nine (9) periods per day, teachers in such secondary schools shall be provided with the equivalent of two (2) preparation period during the work day. Time between the end of the last class and the end of the contractual work day shall be unassigned.

12. **Article VII, 2C(10)- Teacher Load** - Add the following new paragraph:

Effective July 1, 2012, One (1) Association President shall be released from one (1) period per day for the purpose of conducting Association business. Union office(s) (with a phone and computer) shall be provided in the school building(s) of the Association President's teaching assignment(s). During the school year, up to a total of seven (7) days of leave shall be granted for the use of the HHEA President(s) and/or such Executive board members designated by the President(s) without loss of pay or charge to sick or personal days for the purpose of conducting Association business. Reasonable notice will be given to the Superintendent with regard to the use of such days

13. **Article VII, 2C- Teacher Load** - Add new subsection 2C(13) as follows:

After three (3) consecutive instructional class and/or duty periods of a minimum of 40 minutes each, or the equivalent of two (2) consecutive hours of instructional class and/or duty periods, teachers will be provided with a lunch or preparation period.

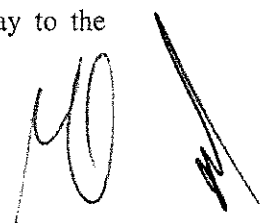
14. **Article VII, 2C- Teacher Load** - Add new subsection 2C(14) as follows:

14. Effective July 1, 2012, when school is scheduled for less than a full day, preparation periods shall be prorated consistent with normal schedules. Regardless of special schedules or assemblies all teachers will still be guaranteed their contractual prep periods.

15. **Article XIII, 1A- School Calendar:**

a. Amend Section 1A1 to read as follows:

The school year for 2011-12 shall contain a maximum of 185 days and for 2012-13 and the years thereafter the maximum number of days will be 184. The school year will include a minimum of 180 days of instruction, the necessary conference and emergency days with one day which may occur before Labor Day to the

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extent such a start date conforms with the Putnam/Northern Westchester BOCES calendar.

b. Amend Section 15b to read as follows:

The half days before Thanksgiving and Christmas with the understanding that with regard to the day before Thanksgiving, if necessary for such day to count as a day of school for attendance purposes, a mutually agreed upon staff development project will be done by members of the unit to be completed outside of work hours.

c. Add new Subsection 1A(9) as follows:

Effective July 1, 2012, the District shall schedule two (2) full days per school year that special education teachers shall be excused from their regular teaching duties for the purpose of preparing Individual Education Programs and other forms unique to special education.

d. Add new Subsection 1A(10) as follows:

Effective July 1, 2012, the District shall schedule two (2) full days per school year for bargaining unit members who are responsible for alternative assessments so that they may be excused from their regular teaching duties for the purpose of conducting such assessments.

16. Article XIII

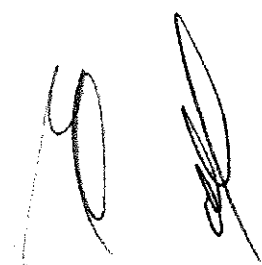
Delete from p. 56 lines 1-48, p. 57 lines 1-48, p.58 lines 1-42. On p.55 starting on line 47,

4) The remaining thirteen (13) mandatory HHSD professional hours and the six (6) HHEA professional hours shall be fulfilled according to the "Professional Activities" set forth in Appendix I.

17. **Appendix I-** Replace with the attached new "Appendix I".

18. **Article II and Appendix D, Educational Leaders:**

a. Amend Article II Section 1S and replace with the following:

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The Educational Leadership model will be subject to review as follows: A committee of Hendrick Hudson Education Association (HHEA) representatives, appointed by the President(s) of the HHEA, and Hendrick Hudson School District (HHSD) administrators selected by the Superintendent will be established during the 2012-13 school year to review and revise, as necessary, the Educational Leadership model (Appendix D). The committee will be composed of an equal number of HHSD administrators, and HHEA representatives representing the high school middle school and elementary schools. It is recognized that any revisions will have to be negotiated. Also Administrative interns may not take an educational leadership position.

19. **Article VIII, pages 45-47 & Appendix G- APPR:** Effective with the 2012-2013 School Year, delete existing language and provide for a new APPR consistent with all state and federal mandates consistent the Appendix G attached hereto.

20. **Restoration of Positions:** The District agrees to restore one position for the second, third and fourth year of this Agreement with a total compensation of approximately \$102,000. This provision will cease and no longer be effective as of June 30, 2015 notwithstanding Section 209-a(1)(e) of the Civil Service Law.

21. **Athletic and Co-Curricular Assignment MOAs and other MOAs.** The attached MOAs will be incorporated in the new Agreement.

22. All other terms and conditions of the 2008-11 Agreement not modified herein will remain unchanged in the new Agreement.

Dated: June 13, 2012

For the District:

227638423082v1 6/13/12

6/13/12

For the Union:

Sergio Delucio
6/13/12

MD