

RESOLUTION

RESOLVED, that the Board of Education of the Hendrick Hudson Central School District hereby approves and ratifies the Memorandum of Agreement between the District and the Hendrick Hudson School District Association of Administrators, dated January 27, 2022, and hereby authorizes the Superintendent of Schools to execute same and take all actions consistent with the terms thereof.

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

WHEREAS, the Hendrick Hudson School District Association of Administrators (the "Association") and the Hendrick Hudson Central School District (the "District") are parties to a Collective Bargaining Agreement covering the period from 2019-2023; 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;

NOW, 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 2019-2023 Agreement, subject to the ratification process referenced above.

1. **Duration-** July 1, 2023 to June 30, 2026

2. **Article X- Salary**

- a. Effective July 1, 2023, bargaining unit members' salaries shall be increased by 2% over the prior school year.
- b. Effective July 1, 2024, bargaining unit members' salaries shall be increased by 2% over the prior school year.
- c. Effective July 1, 2025, bargaining unit members' salaries shall be increased by 2% over the prior school year.

3. Article IX- Fringe Benefits

a. Section 11- Other Fringe Benefits

i. Subsection a) Health Insurance-

1. Amend to add the following new language after the paragraph regarding retiree health insurance:

For those members retiring on or after July 1, 2022 who are eligible for health insurance in retirement and provide at least six (6) months' prior notice of retirement and retire directly from the District into the New York State Teachers' Retirement System, they shall contribute five (5) percentage points less towards the premium cost of their health insurance coverage in retirement than the percentage they contributed as active employees as of the effective date their retirement.

4. Article VIII- Working Year

a. Add the new section "e" as follows:

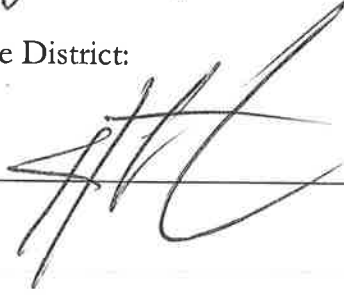
e) Effective July 1, 2022, the Director of Technology and/or the Director of Athletics may be required, or may volunteer with approval of the Superintendent of Schools, to work during the school breaks or in excess of the twenty-six (26) required workdays in the summer. Any required/approved days worked by the Director of Technology and/or Director of Athletics during school breaks or beyond the required summer days shall be offset by granting the Director of Technology and/or Director of Athletics an equal number of days off to be taken during the regular school year, hereinafter referred to as "offset days." The Director of Technology and/or Director of Athletics shall be required to maintain a record of the days worked during school breaks and/or beyond the required twenty-six (26) days during the summer. The Directors must obtain the approval of the Superintendent of Schools to utilize any offset days. Any offset days must be utilized by no later than December 30th of the school year following the school year in which the offset days were earned, or such days shall

be lost. Under no circumstances shall the Directors be compensated for any unused offset days.


- 5. All other terms and conditions of the 2019-2023 Collective Bargaining Agreement that are not modified herein will remain unchanged in the successor Agreement.

Dated: Jan 27, 2022

For the District:



For the Association:



**Contract between the Hendrick Hudson School District and the
Hendrick Hudson School District Association of Administrators**



Term: July 1, 2019-June 30, 2023

Table of Contents

I. Article I PARTIES	4
II. Article II UNIT	4
III. Article III ROLE OF CENTRAL ADMINISTRATION TO ADMINISTRATORS	4
IV. Article IV ROLE OF BUILDING PRINCIPALS	4
V. Article V RELATIONSHIP OF ADMINISTRATION TO STAFF	4
VI. Article VI NEGOTIATIONS BETWEEN THE DISTRICT AND THE ADMINISTRATIVE ASSOCIATION.....	5
VII. Article VII ADMINISTRATIVE VACANCIES.....	5
VIII. Article VIII WORKING YEAR.....	5
IX. Article IX FRINGE BENEFITS.....	6
1. Sick Leave.....	6
2. Family Illness	7
3. Personal or Cogent Leave.....	7
4. Bereavement Leave:	7
5. Public Obligation:	8
6. Professional Leave	8
7. Religious Holidays:.....	8
8. Military Leave:.....	8
9. Disability:.....	9
K. Non-Compensable Leave	9
1. Requests:.....	9
2. Return from Leave:.....	9
3. Termination of Leave:	9
4. Types of Extended Leaves and Conditions:.....	9
G. Other Fringe Benefits	9
Health Insurance.....	10
6. Personal Property Damage	11
7. Physical Examination	11
8. Life Insurance.....	12
G. Benefit Trust.....	Error! Bookmark not defined.
H. Professional Development.....	12

X. ARTICLE X SALARY13

XI. ARTICLE XI EVALUATION PROCESS.....14

XII. ARTICLE XII GRIEVANCE PROCEDURE15

XIII. ARTICLE XII LEGAL COUNSEL.....17

XIV. TUITION REIMBURSEMENT17

XV. PERSONNEL FILES18

XVI. SUMMER SCHOOL18

DURATION18

Contract**HENDRICK HUDSON SCHOOL DISTRICT****I. PARTIES**

This is a contract between Hendrick Hudson School District and the Hendrick Hudson School District Association of Administrators over the terms and conditions of employment of the members of the negotiating unit defined in paragraph 2.

II. UNIT

The Board of Education has recognized the Association of Administrators as the exclusive bargaining representative to negotiate terms and conditions of employment with the District for a negotiating unit defined as follows: Building Principals, Assistant Building Principals, Director of K-12 Physical Education, Health & Athletics, Director of Technology, Director of Pupil Personnel Services and Assistant Director of Pupil Personnel Services.

III. ROLE OF CENTRAL ADMINISTRATION TO ADMINISTRATORS

The established line and staff organizational structure shall be the guide, in so far as feasible and practical, in the implementation of policy and procedures.

IV. ROLE OF BUILDING PRINCIPALS

The building principal shall be responsible for all aspects of his school, subject to the authority, supervision, direction and control of his superiors. He shall be the educational leader of his school, subject as aforesaid.

V. RELATIONSHIP OF ADMINISTRATION TO STAFF

Each member of the professional staff shall be made clearly aware of the administrator to whom he is responsible.

Each member of the nonprofessional staff shall be made clearly aware of the administrator or administrators to whom he is responsible.

The Superintendent shall designate at least one administrator at the elementary, middle school and senior high school levels of administration to act as advisors to the District's negotiating team in its collective negotiations with the Faculty Association.

VI. Article VI NEGOTIATIONS BETWEEN THE DISTRICT AND THE ADMINISTRATIVE ASSOCIATION

Any action taken by the Board of Education in relation to members of the negotiating unit covered by this contract in regard to the working conditions and salary of those unit members shall be reported to the President of the Administrators' Association

VII. Article VII ADMINISTRATIVE VACANCIES

Prior to being posted externally, any openings for an administrator position shall be posted in each school, and distributed to Association members.

VIII. Article VIII WORKING YEAR

All DAA members are twelve-month employees. The contractual year starts on July 1st and ends June 30th.

The work year shall be as follows:

- a) Commencing July 1, 2005 members will be required to work twenty six (26) workdays during the summer. However, up to six (6) of these days may be scheduled during the school year recesses with Superintendent's prior approval.
- b) September 1st through June 30th members of the DAA will receive school breaks and school holidays.
- c) Unit members shall not be required to work on any workdays in June after the last day of school for students, unless directed to report to work by the District. However, bargaining unit members may elect to work on any workdays in June after the last day of school for students. Should a bargaining unit member elect, or be required, to work on any workdays in June after the last day of school for students, such days shall count towards the twenty-six (26) summer workday requirement set forth in Article VIII of the CBA. Such days shall count towards the summer workday requirement for that same school year
- d) The Superintendent shall notify bargaining unit members of the dates of the mandatory Administrative Summer Retreat, to take place in the upcoming summer, by November 1st of the then current school year. Should the Administrative Summer Retreat be scheduled for dates that a District summer school program is still in session, a bargaining unit member who is appointed as a principal for such summer school program and is required to attend the Retreat shall not experience a reduction/loss of their summer school principal pay by virtue of attending the Retreat.

IX. Article IX FRINGE BENEFITS

Members of the unit covered by this contract shall be entitled to the fringe benefits outlined below and as they appear in the Collective Bargaining Agreement.

- A. In any instance where an administrator is assaulted while acting within the scope of his or her duties, said assault shall be promptly reported to the Superintendent and shall be reported to the Board when deemed necessary. The Board shall render all reasonable assistance to the administrator in connection with the incident as required by law enforcement and judicial authority.
- B. Based on the stated principle of shared responsibility for matters of mutual concern, a Committee for Leaves, hereafter referred to as the Committee, shall be formed to establish criteria and to recommend applications for extended leave and other matters of leave policy.

The Committee shall consist of two members appointed by the Board and two members appointed by the Association. The Committee shall be chaired by the Superintendent who will vote only in the event of a deadlock. (An applicant may not be a member of the Committee.)

- I. A bargaining unit member's per-month rate shall be the equivalent of $1/12^{\text{th}}$ of the unit member's annual base salary; a bargaining unit member's per-diem rate shall be the equivalent of $1/240^{\text{th}}$ of the unit member's annual base salary; and a bargaining unit member's per-hour rate shall be the equivalent of $1/8^{\text{th}}$ of the unit member's per-diem rate.

If a resignation occurs at the end of the school year, the DAA member will consider his or her obligation to close out the school year and will receive per diem pay for every day worked during the summer as pre-approved by the Superintendent.

- J. Pay for leave time shall be provided in order to protect an administrator's income during periods of unavoidable absences. The Board's primary concern is for personal illness; however, family illness, bereavement, personal, professional, and official business, and emergencies shall constitute legitimate usage of compensable leave.

1. **Sick Leave** – All administrators shall have 15 days sick leave per year, with unlimited accumulation. Additional sick leave, without loss of pay, may be granted at the discretion of the Board of Education upon recommendation of the Committee. The Board may, at their discretion, give credit for a portion or all accumulated sick leave days acquired in other school districts provided the total is not more than 15 days per year of employment credited by the District. The District shall establish a sick day bank for use by the Association. Association

members may donate up to five (5) days to the pool each year. Days may be used by an Association member with approval of the Association President and the Superintendent.

2. **Family Illness**--When the absence of an administrator is necessary due to illness in the immediate family, absences up to a maximum of four days per year shall be allowed without any loss of pay or sick leave. Days not used in a given year will be added to accumulated sick leave. If more than four family days are necessary, additional days as approved by the Superintendent, or his/her designee, will come from accumulated sick days. The immediate family is defined as:

- a) children of administrator
- b) parent
- c) husband or wife
- d) brother or sister
- e) other relative residing in the administrator's household.

3. **Personal or Cogent Leave** – Upon reasonable advance notice, leave time not to exceed five days of leave per year shall be granted without loss of pay subject to the approval of the Superintendent. Such leaves are intended for:

- a. extraordinary weather conditions when intent and effort have been shown, as based on a policy defined by the Committee
- b. Court appearances or signing legal documents
- c. Personal or family business appointments
- d. Graduation or transporting children to college
- e. Marriage
- f. Appointment with doctor for employee or a member of his/her immediate family

4. **Bereavement Leave:**

- a. All administrators shall be allowed leave without loss of pay or leave time for absences up to and including the day of the funeral and after the funeral where religious obligations require the same, because of the death of a member of his immediate family as defined above. In addition, bereavement leave shall be provided for mother-in-law and father-in-law of immediate family and/or relatives for whom the administrator is financially responsible. Under extenuating circumstances, said leave shall be extended if approved by the Superintendent.

- b. Absence to attend the funeral of a relative other than a member of the immediate family such as an aunt, uncle, niece, nephew, in-law, grandparent, friend will be allowed without any loss of pay or leave time. In extenuating circumstances an additional day may be allowed, if approved by the Superintendent.

5. Public Obligation:

- a. Any administrator who is summoned to jury duty shall immediately notify the Superintendent. Leave shall be granted without loss of pay or leave time. The administrator shall pay over to the Board all remuneration received for such service excepting actual expense.
- b. Court appearances and other public duties related to school shall be granted without loss of pay or leave time.

6. Professional Leave

- a. Leaves shall be granted without loss of pay or leave time for attendance at approved professional meetings, conferences, and workshops for professional improvement. A written report of the meeting may be requested by the Superintendent within ten days of the administrator's return.
- b. An administrator may request early leave for approved graduate study without loss of pay or leave if assigned work is completed, provided written statements forwarded through the Superintendent are provided indicating that late entrance will not be approved. The Leave Committee will establish criteria and review requests as to whether they are acceptable or not acceptable.
- c. There shall be a uniform rate or reimbursement for all professional employees for travel (at the effective I.R.S. rate each July 1 + 2 cents), hotels, meals, registration and other necessary fees while attending authorized professional activities.

7. Religious Holidays:

- a. Observation of religious holidays which require the absence of an administrator shall be allowed without loss of pay or leave time up to three days. The Committee may extend or reduce this limit upon annual review of the calendar. If the religious obligations can be met at a time other than during the school day, the day will not be considered as an excused absence.

8. Military Leave:

Administrators who are called into temporary active duty in any unit of the United States Reserves or New York State National Guard for any period less than thirty days shall be allowed such leave as necessary to discharge such obligation. Such leave shall not be charged against the administrator and reemployment shall be governed by the provisions of applicable national and state laws.

9. Disability:

A group disability insurance policy of 60% of salary with a maximum of \$5,000 per month will be established for the members. The premium will be paid by the Board of Education.

K. Non-Compensable Leave

1. Requests:

Members of the administrative staff with more than three years of service in the District are eligible to take leaves without pay, not in excess of one year in length, for education, rest, restoration of health, or alleviation of hardship involving themselves or immediate family, upon approval of the committee.

2. Return from Leave:

The administrator is responsible to notify the Superintendent no later than February 1 prior to the September of return to duties; in the case of illness, not later than 30 days prior to the day on which the administrator desires to resume active service as an employee. The administrator shall be reinstated to the same position held prior to going on leave. All benefits which had accrued at the time leave commenced shall be restored to the administrator upon reinstatement.

3. Termination of Leave:

It shall be the responsibility of the administrator to:

- a. inform the Superintendent of any change in the circumstances which created the need for leave
- b. report for duty upon termination of leave.

4. Types of Extended Leaves and Conditions:

- a. Maternity, adoption, childcare, professional or public service leave should be provided for.
- b. Illness in the Family: Extended leave shall be granted to an administrator in an emergency situation requiring the personal care of a member of the immediate family, upon recommendation of the Committee.

G. Other Fringe Benefits

Health Insurance – The health insurance program for the employees offered by the Putnam/Northern Westchester Health Insurance Consortium will be paid by the Board after a contribution toward premiums by each DAA member. The employee's annual contributions towards the cost of health insurance shall be:

For those members hired prior to July 1, 2009:

13% effective July 1, 2012;

14% effective July 1, 2013;

15% effective July 1, 2014.

Unit members hired after July 1, 2009 shall contribute 16% towards the cost of health insurance.

Effective July 1, 2018, unit members shall contribute the following towards the cost of health insurance:

Unit members hired prior to July 1, 2009 shall contribute 16% towards the cost of health insurance.

Unit members hired on or after July 1, 2009 shall contribute 17% towards the cost of health insurance.

For those members who retire after June 30, 2002, the contribution toward health insurance will remain at the same level as on the date of retirement. For these retirees, the District will not contribute to Medicare Part B.

All contributions by the Administrators will be made through the District's 125 Flexible Benefit Plan.

Those who elect the HMO plan offered by the District will be expected to pay the additional amount over and above the Putnam/Northern Westchester Health Insurance Consortium.

2. The above provisions apply only to bargaining unit members who are on the current and active payroll. In addition, paid in full health insurance will be provided to bargaining unit members who retired from the Hendrick Hudson School District prior to March 1, 1996 and who are receiving retirement benefits through this retirement.

For those members who retired after March 1, 1996 and prior to June 30, 2002, contribution to health insurance will remain at the 2001-02 level. For these retirees, the District will not contribute to Medicare Part B.

For those members who retire after June 30, 2002, the contribution toward health insurance will remain at the same level as on the date of retirement. For these retirees, the District will not contribute to Medicare Part B.

3. A bargaining unit member who loses his/her health insurance will receive rights under COBRA.
4. Individuals who go on approved leave beginning September 1 of a given year will be covered by the District for the months of July and August following their full year's work and from the first day of their month of return. Individuals returning from leave other than September 1 who do not continue coverage on their own may have to meet a required waiting period.
5. During the open enrollment period occurring in November of each school year, individuals with proof of an equal or better plan from another source and who sign a waiver of coverage will be eligible for a lump sum payment at the end of the year equal to the total of the yearly individual premium payment based upon rates in effect as of November 30 in the year of application. These monies will be non-pensionable and are taxable. This option is for the entire year and will continue yearly unless the bargaining unit member notifies the District during the open enrollment period; said change to become effective January 1 of the following year.
6. Personal Property Damage - The Board shall properly compensate for loss or damage of an administrator's personal property if such damage is incurred in the performance of duty, resulting from malicious mischief, resulting from malicious mischief and/or assault and the administrator is clearly not negligent in his/her responsibility to take reasonable precautions regarding such property.
7. Physical Examination - A periodic physical examination will be on a voluntary basis at a limit of \$60 per examination, on or before September 1 of every third school year. Such examination shall include a TB x-ray and physical examination given by a school physician or a licensed physician of the administrator's choice to be reported to and reviewed by the full-time school physician and forwarded to him by the Superintendent with an appropriate interpretation as to the general condition of the employee. Epidemic inoculations will be provided at Board expense, for those who want them in the event of school doctor's recommendation. The superintendent may require a

physical examination of an administrator if appropriate cause for concern is indicated. The result of the physical examination shall be treated highly confidential at all times. The administrator may select an examination by the school doctor, at no expense, or doctor of his own choosing at the administrator's expense. An approved clinic physical examination will be approved with payment by the school district up to but not exceeding the amount paid the school physician. The school district will pay laboratory costs, up to \$15, for either the school physician or approved clinic physical examination. The school district will provide an appropriate standard physical examination form to be used by all administrators. Should termination under legal provision of the state law be contemplated directly relating to the results of the physical examination, the employee has the right to verification through an additional examination before such action is taken.

8. Life Insurance: All members of the unit with more than three years of district administrative service will receive term life insurance in the amount of salary x 2.5. Administrators with three years or less of district administrative service will receive term life insurance in the amount of salary x 1.75. The face value of the policy will remain constant at age 55 and thereafter. For all active employees and employees who retire as of July 1, 1991 and later, the face value of the policy will decrease by 35% at age 65 and 35% at age 70. For those employees who retired prior to July 1, 1991, the face value of the policy will decrease by 50% at age 65 and to \$2,000 at age 70. A fund will be established amounting to the difference between the total premium for all members and the total amount allocated under the Insurance Improvement Plan for life insurance up to age 65 for retired administrators.

G. Professional Development

A fund of \$5,000 is provided annually for professional development. Unit members may apply for these funds for conferences and workshop attendance in line with district standards and goals.

A Meal/Mileage stipend of either a \$15 meal allowance for administrators who attend evening meetings or events and eat out or mileage at the prevailing IRS rate for administrators who drive back and forth from their homes is provided.

Mileage reimbursement, at the prevailing I.R.S. rate, shall also be provided to bargaining unit members for other types of travel for the purpose of conducting required District business, including, but not limited to, required intra-district travel. Bargaining unit

members shall submit mileage requests by the end of the month following the month in which the travel occurred, indicating the date, time, location travelled from, location travelled to, and the mileage used for each occurrence of travel for which mileage reimbursement is sought.

X. ARTICLE X SALARY

A. The salaries for the administrators of the unit shall reflect the following modification:

- i. Effective July 1, 2019, bargaining unit members' salaries shall be increased by 2.0% over the prior school year.
- ii. Effective July 1, 2020, bargaining unit members' salaries shall be increased by 2.0% over the prior school year.
- iii. Effective July 1, 2021, bargaining unit members' salaries shall be increased by 2.0% over the prior school year.
- iv. Effective July 1, 2022, bargaining unit members' salaries shall be increased by 2.0% over the prior school year.

b. Longevity

- A. The following career increments will be granted cumulatively in the 15th year and succeeding years of credited or actual service in the Hendrick Hudson School District.

2009-10	\$2,800
2010-11	\$2,850
2011-12	\$2,900

In order to qualify for this career increment, an administrator must have served 10 years as an administrator in the Hendrick Hudson School District.

- B. The following career increments will be granted cumulatively in the 28th year and succeeding years of credited or actual service in the Hendrick Hudson School District.

2009-10	\$2,800
2010-11	\$2,850
2011-12	\$2,900

In order to qualify for this career increment, an administrator must have served 10 years as an administrator in the Hendrick Hudson School District.

- C. The following single career increments for three consecutive years mutually agreed upon by the employer and employee, but only between and including the 25th and 35th years of credited or actual service in the Hendrick Hudson School District.

2009-10	\$2,800
2010-11	\$2,850
2011-12	\$2,900

In order to qualify for this career increment, an administrator must have served 10 years as an administrator in the Hendrick Hudson School District.

XI. ARTICLE XI EVALUATION PROCESS

The following evaluation process shall apply only to administrators not subject to the New York State Mandated Annual Professional Performance Review process.

The Reeves Leadership Matrix, a copy of which will be annexed to the contract, shall be the Feedback Tool for input on professional growth and development of the unit member. The Superintendent shall review his/her perception of where each administrator rates on the various Leadership Dimensions set forth therein, once a year for tenured administrators and twice a year for non-tenured administrators, with the exception of the Assistant Director(s) of Pupil Personnel Services, who shall be so evaluated by the

Executive Director of Pupil Personnel Services.

Each unit member will be required to submit a self-evaluation check off of the categories contained in the Reeves Leadership Matrix by January 3 (non-tenured) and June 1 (All).

Notwithstanding the above, upon the approval of an Annual Professional Performance Review ("APPR") procedure under New York State Education Law Section 3012-d, any Association member covered under the definition of principal under New York State Education Law Section 3012-d shall be evaluated under such APPR only, which is attached as Appendix "B".

XII. ARTICLE XII GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to establish a consistent, organized process whereby a person(s) alleging a specific violation of this agreement may secure at the lowest administrative level an equitable solution in accord with the agreement.

B. Definition

1. A grievance is a written allegation by an employee covered under this agreement that the District has violated a specific provision of this agreement.
2. The term "day" shall mean school day.

C. Grievance Procedure

1. Within ten days after the occurrence of the act giving rise to the grievance, the grievant shall attempt to resolve the grievance informally by a conference with this/her immediate supervisor.
2. A formal written grievance may not be filed until an attempt to resolve the grievance has been made through informal discussions between the grievant and the immediate supervisor.
3. If an agreement is not reached, a formal written grievance may be filed, no later than ten days following the informal conference.
4. The written grievance shall include the name and position of the grievant; a description of the specific grounds of the grievance; the provisions of the agreement alleged to have been violated; and specific action requested to remedy the grievance.
5. Stage 1: The grievant shall meet with the immediate supervisor within ten days from submission the grievance to attempt to reach agreement. Assistant principals at the high school shall meet with the principal of the building. Building principals shall meet with the Superintendent or his designee. Within ten days of the meeting, the principal or the Superintendent shall send to the grievant a written decision. If the grievant is not satisfied with the decision or if written decision is not rendered in the required time, the grievance may be moved to the next step.

6. Stage 2: Within fifteen days from the decision at Stage 1 or the expiration of the Stage 1 time limit, the grievant may appeal to Stage 2. The appeal must include a copy of the original grievance, the decision rendered, and a clear statement of the reasons for the appeal. Assistant principals and the director of guidance at the high school may appeal to the Superintendent or his designee. Building principals may appeal to the Board. Within ten days of receiving this appeal, the Superintendent or the Board shall schedule a meeting with the grievant. Within fifteen days of the meeting, a decision will be forwarded in writing to the grievant.

If the grievant is not satisfied with the decision or if the written decision is not rendered in the required time, assistant principals and the director of guidance may appeal to the Board.

7. Stage 3: Within ten days of receiving an appeal, the Board shall schedule a meeting with the grievant. Within fifteen days of the meeting, a decision will be forwarded to the grievant.
8. Stage 4: Within ten days from the decision at Stage 3 or the expiration of the Stage 3 time limit, the grievant may properly serve upon the President of the Board a demand for arbitration under the rules of the American Arbitration Association. All proceedings under Stage 4 shall be conducted in accordance with the rules of the American Arbitration Association. The Board, the D.A.A. and the aggrieved party agree to be bound by the decision of the arbitrator. The costs of any arbitration under this section shall be shared equally the Board and the aggrieved party. If the D.A.A. represents the aggrieved party, it shall assume the aggrieved party's costs of arbitration.

D. Representation

The grievant may elect to be represented at the formal stages of this procedure. Written notification of the desire to be represented must be sent to the supervisor hearing the grievance at least 48 hours prior to the meeting. Nothing in this procedure limits the rights of a grievant to present grievances and have these grievances adjusted without the intervention of the D.A.A. as long as the adjustment is consistent with the terms of the agreement.

E. Miscellaneous

1. All documents, records and communications dealing with the processing of a grievance shall be filed separately from the personnel files of the District.
2. The District at any time, acting through the Board or the Superintendent, may, in its sole discretion, register a grievance against the D.A.A., or one of the members of the negotiating unit, for failure to comply with the terms and conditions of this contract, existing State laws, Board policies, or administrative procedures and regulations, by filing a written complaint with the Superintendent, who will transmit the complaint to the president of the D.A.A. Within ten days there shall be a conference concerning the complaint by the District between a representative of the D.A.A. and the Superintendent. If the complaint cannot be resolved at this level, the District may, in its sole

- discretion and at its sole option, bring the complaint to Stage 4 of the grievance procedure.
3. By mutual agreement of both parties, a grievance may be submitted directly to Stage 4 thereby eliminating any and all remaining stages.
 4. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, modifying or varying in any way, the terms and conditions of this agreement, or of applicable law, or rules or regulations having the force and effect of law, and shall limit his decision strictly to an interpretation of the provisions of this agreement. A grievance shall not include any matter which is otherwise reviewable pursuant to law, or Board policy or any rule or regulation having the force and effect of law.
 5. Failure by the grievant to request an informal conference within ten days of the purported violation of the contract, or failure of the grievant to file a formal written grievance within ten days following the formal conference, or to proceed in a timely manner in pursuing any of the additional steps of the grievance procedure, shall constitute a waiver of the grievance and the grievant shall be precluded from bringing the grievance to any further stage of the procedure.
 6. By mutual written agreement, any extension of the time limitations may be arranged.
 7. The D.A.A. agrees that any claimed violation of the contract shall be pursued only through this grievance procedure.

XIII. ARTICLE XII LEGAL COUNSEL

The District shall provide legal counsel to defend any member of the aforesaid unit in any action or proceeding, whether judicial, quasi-judicial, or administrative, arising out of any disciplinary action taken against a student, teacher, or any subordinate, or any such proceeding resulting from any administrator's discharge and/or performance of any and all of his/her duties within the course and scope of his or her employment; provided however, that the Board shall not be required to comply with the requirements hereof unless such administrator shall within ten days of the time he/she is served with any summons, complaint, process, notice, citation, demand, or pleading deliver the original and copy of same to the Board.

XIV. TUITION REIMBURSEMENT

The District will reimburse members up to \$3,000 each year for up to 5 consecutive years under the following conditions.

1. Must submit proposal prior to May 1 for Superintendent approval for summer or fall courses and prior to November 1 for spring course.
2. Must have receipts plus at least B grade to be eligible for reimbursement. Reimbursement will be made within 30 days of submission of supporting documentation.

3. Reimbursement to be taken out of final paycheck. The employee will be required to reimburse the District no more than \$3,000 if they leave the District within one year of completing the previous year's course work.

Effective July 1, 2017, the maximum amount of tuition reimbursement that a bargaining unit member may receive in a year, as well as the maximum amount a bargaining unit member must pay back if they leave the District within one year of completing the previous year's coursework, shall be increased to \$4,500. However, only tenured bargaining unit members shall be eligible for tuition reimbursement. Non tenured bargaining unit member shall not be eligible for any tuition reimbursement effective July 1, 2017. All other conditions for receiving tuition reimbursement, including, but not limited to, the limitation that a bargaining unit member may only receive reimbursement for up to 5 consecutive years and that unreimbursed amounts may not be carried over, shall continue in full force and effect.

XV. PERSONNEL FILES

Bargaining unit members shall have the right to review their personnel files upon request, with reasonable notice provided to the District. No counseling letters or complaints against a bargaining unit member shall be placed his/her personnel file without prior notice to the bargaining unit member, who shall have the right to submit a written response which shall be also be placed in the personnel file.

XVI. SUMMER SCHOOL

Bargaining unit members who are appointed to the positions of Summer School Principal and/or Special Education/ESY Principal shall be paid an hourly rate calculated as follows: the average annual base salary of all bargaining unit members, divided by 220, divided by 8.

DURATION

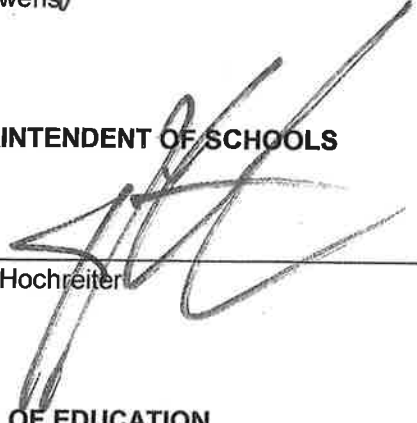
- A. This contract shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2023.
- B. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- C. The Hendrick Hudson School District Board of Education and the Hendrick Hudson School District Association of Administrators have ratified the above agreement and such ratification is verified by the signatures appearing as follows.

ADMINISTRATORS' ASSOCIATION



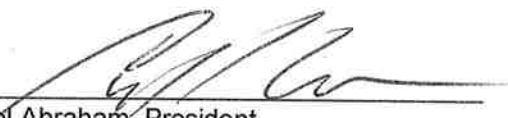
John Owens

SUPERINTENDENT OF SCHOOLS



Joseph Hochreiter

BOARD OF EDUCATION



Carol Abraham, President