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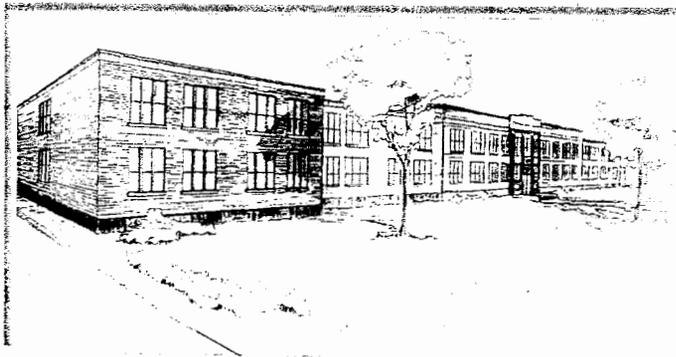
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HINSDALE CENTRAL SCHOOL DISTRICT

AND

HINSDALE UNITED TEACHERS

CONTRACT

July 1, 2005 - June 30, 2009

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DEC 05 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I GOVERNANCE

Section 1 NOTICE PURSUANT TO SECTION 204-A OF THE PUBLIC EMPLOYEE'S FAIR EMPLOYMENT ACT

- 1 It is agreed by and between the parties that any provision of this
- 2 agreement requiring legislative action to permit its implementation by
- 3 amendment of law or by providing the additional funds therefore shall not
- 4 become effective until the appropriate legislative body has given approval.

ARTICLE I GOVERNANCE

Section 2 RECOGNITION AGREEMENT

1 Whereas, pursuant to Article XIV of the New York State Civil Service Law,
2 the District hereby adopts the following agreement covering recognition of
3 a teacher organization and the methods by which negotiations shall take
4 place with said organization; and

5
6 Whereas, this recognition agreement is entered into this 1st day of July,
7 2005 by and between the Hinsdale Central School District (hereinafter
8 called the "District") and the Hinsdale United Teachers (hereinafter
9 called the "Association"); and

10
11 Whereas, the District by resolutions adopted by its Board of Education
12 has recognized the Association as the representative of the teaching
13 personnel of the District for the purposes of collective negotiations;

14
15 Now, therefore, the parties agree as follows:

16
17 The District recognizes the Association as the exclusive negotiating
18 representative for the negotiating unit composed of all full time teachers
19 and regular part time teachers who work an average of four (4) periods
20 per day or more, except the Chief Executive Officer (Superintendent),
21 Principal, and Curriculum/Special Education Director provided that the
22 above have no instructional/classroom duties.

23
24 This recognition shall continue in effect so long as the Association's
25 membership contains more than fifty percent (50%) of the total teachers in
26 the negotiating unit.

27
28 The District agrees not to negotiate with any teacher organization other
29 than the Association for the duration of this recognition.

30
31 It is further recognized that teachers have the right to join or not to join the
32 Association, but membership shall not be a prerequisite for employment or
33 continuation of employment.

34
35 The District and the Association agree that the "Procedures for
36 Conducting Negotiations" attached hereto and incorporated herein by
37 reference will be followed by the District as an employer and the
38 Association as an employee organization.

39
40 In witness thereof the duly authorized representatives of the parties have
41 subscribed their names as of this 21st day of June, 2005.

ARTICLE I GOVERNANCE

Section 3 PROCEDURES FOR CONDUCTING NEGOTIATIONS

1 The District and the Association shall enter into collective negotiations in a
2 good faith effort to reach agreement on all matters raised by either party
3 concerning hours, wages, terms and conditions of employment of all
4 persons in the negotiating unit not later than March 15 of the year that the
5 contract expires, unless another starting date is specifically agreed upon
6 by both parties.

7
8 The District and the Association shall each advise the other in writing, over
9 the signature of its senior officer, the identity of its designated
10 representatives for the purpose of negotiations.

11
12 These negotiating meetings shall be held for the purpose of effecting a
13 free exchange of facts, opinions, proposals and counter proposals in an
14 effort to reach mutual understanding and agreement, and the parties shall
15 deal openly and fairly with each other.

16
17 The District and the Association shall furnish each other, upon reasonable
18 request, all available information pertinent to the formulation of proposals
19 for negotiations and pertinent to the issues under consideration during
20 negotiations.

21
22 The parties may call upon consultants to assist in preparing for
23 negotiations and to advise them during conference sessions. The
24 expense of the consultants shall be borne by the party requesting them.

25
26 When consensus is reached covering the areas under discussion, the
27 entire proposed agreement shall be reduced to writing as a memorandum
28 of understanding and submitted to the Association and the Board for
29 approval. Following approval by a majority of the Association membership
30 and by a majority of the Board, the Board will take such actions upon the
31 recommendations submitted as are necessary to make them official.

32
33 During in-house negotiations, a starting time for and a time limit on meet-
34 ings shall be established by mutual agreement between the District and
35 the Association. There will be a maximum of two (2) meetings per week
36 or one (1) meeting all day Saturday.

37
38 For meetings held outside of school, meeting expenses will be shared.
39 However, during formal negotiations, expenses will be negotiated at the
40 first meeting.

41
42 The areas of negotiation shall be limited to the agenda of subjects
43 submitted by each party on or before March 15 of the calendar year in
44 which the agreement expires, except by mutual consent of both parties.

ARTICLE I

GOVERNANCE

Section 4 PREAMBLE

1 Whereas, this agreement is entered into this 1st day of July 2005 by and
2 between the Hinsdale Central School District (hereinafter called "District")
3 and the Hinsdale United Teachers (hereinafter called "Association"); and

4
5 Whereas, the District and the Association recognize and declare that
6 providing a quality education for the children at Hinsdale Central
7 School is their mutual aim and that the character of such education
8 depends predominantly upon the quality and morale of the teaching
9 service; and

10
11 Whereas, the members of the teaching profession are particularly qualified
12 to assist in formulating policies and programs designed to improve
13 educational standards; and

14
15 Whereas, the District has a statutory obligation, pursuant to Article 14 of
16 the Civil Service Law (Chapter 392 of the Laws of 1967, Public
17 Employees' Fair Employment Act), to negotiate with the Association as the
18 representative of its teaching personnel with respect to hours, wages,
19 terms and conditions of employment; and

20
21 Whereas, the parties have reached certain understandings which they
22 desire to confirm in this agreement; it is hereby agreed as follows:

ARTICLE I

GOVERNANCE

Section 5 CONCERNING THIS AGREEMENT

1 This agreement shall constitute the full and complete commitments
2 between both parties and may be added to, deleted from or modified only
3 through the voluntary, mutual consent of the parties in a written and
4 signed amendment to this agreement. Before the District adopts a change
5 in policy which affects wages, hours or any other condition of employment
6 which is not covered by the terms of this agreement and which has not
7 been proposed by the Association, the District will notify the Association in
8 writing that it is considering such a change. The Association will have the
9 right to negotiate such items with the District, provided it files such a
10 request with the District within five (5) calendar days after receipt of said
11 notice.

12
13 This agreement shall supersede any rules, regulations or practices of the
14 District which shall be contrary to or inconsistent with its terms.

15
16 If any provision of this agreement or any application of the agreement to
17 any teacher or group of teachers shall be found contrary to law, then such
18 provision or application shall not be deemed valid and subsisting except to
19 the extent permitted by law, but all other provisions or applications shall
20 continue in full force and effect.

21
22 Copies of this agreement shall be printed at the expense of the District
23 and distributed to all teachers now employed or hereafter employed by the
24 District within two (2) weeks after its execution or after their employment.

25
26 If this agreement does not contain in its written provisions benefits,
27 privileges or duties previously regarded as part of District Policy, those
28 unwritten provisions which are clearly within the scope of this contract
29 shall continue in effect unless otherwise stated.

30
31 In the event agreement is not reached in contract negotiations to formally
32 approve a working contract between the Association and the District
33 before June 30th, which is the expiration date for the contract, all aspects
34 of the contract shall continue to be in effect during the interim, except
35 Appendix Table B, the Salary Schedule.

ARTICLE I

GOVERNANCE

Section 6 DEFINITIONS

- 1 **ADMINISTRATION** shall refer to the Chief Executive Officer and his
2 professional staff.
3
- 4 **ARBITRATION** shall refer to a method of settling disputes by submitting
5 them for judgment to an impartial third party, an arbitrator.
6
- 7 **ASSOCIATION** shall refer to the Hinsdale United Teachers.
8
- 9 **BOARD** shall refer to the Board of Education of the Hinsdale Central
10 School District.
11
- 12 **CERTIFIED PERSONNEL** shall mean all teachers and counselors holding
13 positions of employment for which the law requires certification by the
14 Department of Education of the State of New York.
15
- 16 **DISTRICT** shall refer to the Hinsdale Central School District.
17
- 18 **EMPLOYER** shall refer to the Board of Education of the Hinsdale Central
19 School District.
20
- 21 **FIRST YEAR OF ELIGIBILITY** shall refer to the year a teacher becomes
22 eligible for retirement benefits under the rules and regulations of the New
23 York State Teachers Retirement System.
24
- 25 **GRIEVANCE** shall refer to a claim by any teacher or group of teachers in
26 the negotiating unit based on any event or condition affecting their terms
27 and conditions of employment, including but not limited to, any claimed
28 violation, misinterpretation, misapplication, or inequitable application of
29 this Agreement.
30
- 31 **TEACHER**, when used herein, shall refer to all certified teachers and
32 counselors in the Hinsdale Central School District.

ARTICLE I

GOVERNANCE

Section 7 DURATION OF THE AGREEMENT

- 1 By virtue of agreements reached on or before June 30, 2005,
- 2 modifying or continuing the provisions of the preceding agreement, this
- 3 contract, as modified, is effective from July 1, 2005 through and including
- 4 June 30, 2009 except as provided in Article I, Section 5.

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

Section 1 TEACHING SCHEDULE

1 The normal hours of service for all teachers will be 8:00 a.m. to 2:55 p.m.
2 daily.

3
4 Teachers' meetings called by the Administration will be limited to one per
5 month, emergencies excepted, and may extend the school day up to one
6 (1) hour. Except in emergency situations, twenty-four (24) hours notice
7 will be given for all meetings.

8
9 The calendar titled, "Principals Report as part of regular Board Meeting",
10 shall be the school calendar, when approved by the Board. This is one
11 hundred eighty-six (186) days for teachers. The Superintendent and the
12 Professional Development Committee or its equivalent will use at least two
13 of these days as in-service days where the purpose and time will be
14 mutually determined. If necessary, in order to schedule a complete school
15 year, up to two (2) in-service days can be scheduled prior to Labor Day. If
16 at a regular Board Meeting in April, there are still unused snow days, the
17 Board shall give days off according to the following schedule:

- 18
19 • one day left - one day off
20 • two days left - one day off
21 • three days left - one day off
22 • four days left - two days off

23
24 These days shall be added to the Memorial Day holiday.

25
26 • If the Administration declares that students need not be present at
27 school on a regularly scheduled school day, then the teachers also will not
28 be required to be present.

29
30 • For elementary school: Thursday of the last week shall be a workday
31 with students not present.

32
33 • Students will be dismissed early the last week of school.

34
35 • June Regents Rating Day will be a workday with students not present.
36 On the three days prior to Regents Rating Day, the elementary teachers
37 will have the second half of each of these days as a workday with students
38 not present. Providing that all instructional obligations have been met, i.e.:
39 report cards, TIPS, retention meetings, clinical observations, and other
40 appropriate and reasonable professional obligations, elementary teachers
41 will be free of all other responsibilities so that attention may be paid to
42 readying their rooms for the summer. The last day of the school year,
43 Regents Rating Day or a scheduled day after Regents Rating Day will be
44 a Superintendent's Day.

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

- 45 • The Administration retains the right to cancel school for hazardous or
46 emergency conditions.
- 47
- 48 • The workday and year for teachers will be substantially the same as
49 the 2001-02 school year with the express understanding that said work
50 year will not exceed one hundred eighty-six (186) days.
- 51
- 52 • Each teacher shall receive one-half hour duty free lunch period daily.
- 53
- 54 • Teachers will make every effort to be in their assigned areas during
55 scheduled times. Study halls are not an exception to this requirement.

Section 2 TEACHING LOADS AND ASSIGNMENTS – EIGHT PERIOD SCHEDULE

1 Subsection 2.1 GRADES 7-12

2

3 The daily assigned load in grades 7-12 shall not exceed six (6)
4 instructional classes per teacher. In any case, where the teaching
5 preparation load is six (6) classes per day, the teacher involved shall be
6 relieved of hall duty, study hall duty and other non-instructional duty
7 unless other arrangements are mutually agreed upon between the teacher
8 and the Administration. A teacher who agrees to a schedule of six (6)
9 classes with one study hall and one preparation period or seven (7)
10 classes and one preparation period will receive $1/7 \times 1/180 \times$ Base Salary
11 for assuming the extra class. Those teachers having only five (5)
12 instructional classes daily may not be assigned more than two (2) periods
13 of hall duty, study hall duty or other non-instructional duty per day. One
14 full period for preparation, free from all other responsibilities, shall be
15 provided daily and will be used for one or more of the following activities:

16

17 • Preparing lesson plans.

18

19 • Conferring with students, parents, pupils, personnel staff and
20 administrators.

21

22 • Conferring with fellow teachers on educational matters pertaining to
23 Hinsdale students and curriculum.

24

25 • Doing research work in a library or classroom in preparation for
26 classes.

27

28 • Performing clerical duties incidental to the recording of student
29 performance.

30

31 • Performing other duties necessary to prepare the teacher for his/her

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

32 classroom duties.

33

34 Subsection 2.2 GRADES K-6

35

36 The daily assigned teaching load in grades K-6 shall not exceed seven (7)
37 class periods. Each elementary grade teacher (K-6), not teaching in a
38 special area (Library, Computer, Art, Physical Education, etc.), will
39 receive seven (7) full preparation periods per week. At least one
40 preparation will be provided per day.

41

42 Subsection 2.3 CLASS LOAD

43

44 Whenever possible, students and classes will be scheduled so that no
45 classroom teacher shall have more than twenty-five (25) pupils in any one
46 class; total class load shall not exceed one hundred seventy-five (175)
47 pupils per day.

48

49 Subsection 2.4 SUBSTITUTES

50

51 In the event of the absence of a regularly assigned teacher, the best
52 certified substitute in this area shall be engaged. If no certified substitute
53 is available, the best qualified substitute will be engaged. Each teacher
54 will maintain on file with the Chief School Officer an "emergency plan" for
55 substitutes comprised of a seating plan and a full period lesson and
56 discussion plan, for each class for which the teacher is responsible.

57

58 When in lieu of hiring a substitute for an absent teacher, another teacher
59 is required by the Administration to relinquish a preparation period and/or
60 has an absent teacher's students assigned to his study hall more than two
61 (2) times within a school year, he/she will receive $1/7 \times 1/180 \times$ his/her
62 base salary per each preparation period relinquished or study hall
63 assignment beyond two (2).

64

65 When a substitute is employed by the District for more than ninety (90)
66 consecutive days in one (1) school year as a permanent substitute and is
67 retained as a probationary employee during the following school year, the
68 employee will be granted credit for the previous experience in the District.

Section 3 TEACHING CONDITIONS

1 • At least two (2) rooms will be furnished and ventilated, and be reserved
2 for use as faculty lounges. Proper toilet facilities, separate from student
3 use, will also be provided for men and women teachers.

4

5 • It is the responsibility of the District to provide in classrooms, adequate
6 heating, ventilation, furniture, lighting, acoustical conditions, and

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

7 sufficient janitorial service.

8

9 • The District will provide several teacher aides to do clerical work for
10 teachers and/or assist in non-instructional activities. Except in
11 emergencies, aides will not be normally left in sole supervision of a
12 class. Decisions concerning teacher aide numbers and assignments will
13 be made by the Administration only after the surveying of class needs
14 and consultation with the faculty. Teacher aides duties will be jointly
15 determined by the Administration and the teachers with whom the aides
16 will work. Non-instructional activities as used herein shall include, but not
17 be limited to: study hall, cafeteria, and other non-instructional duties of
18 teachers.

19

20 • The Administration and the faculty traditionally cooperate in the
21 planning and execution of a "student-teacher" program in conjunction with
22 local colleges and universities. As the purpose of this program is to
23 contribute to the training of prospective teachers by their observing and
24 being observed, the faculty member to whom the student teacher is
25 assigned will leave the student teacher alone with the class only when
26 necessary or beneficial, and not in excess of fifteen (15) minutes in one
27 class period during the first four (4) weeks of the student teaching
28 experience, without first so advising the Administration (Chief School
29 Officer or resident coordinator). During the peak period of the student
30 teaching experience, (weeks 5, 6, & 7), the supervising teacher may leave
31 the student teacher unsupervised for one (1) entire class period. Should
32 the supervisor feel that the student teacher needs an additional
33 unsupervised period for the purpose of remediation, he shall notify and
34 receive approval from the Administration of his decision. The supervising
35 teacher shall be permitted to follow this procedure with each class for
36 which the student teacher assumes instructional responsibility, but he
37 shall leave the student teacher unsupervised for no more than two (2)
38 periods in a given day.

39

40 • If an institution which has granted a tuition waiver to a teacher requires
41 that the Principal approve the transfer of the waiver, then the Principal
42 shall, at the request of the teacher to whom the waiver was granted,
43 approve transfer of the waiver to any full or part-time teacher, substitute
44 teacher or other employee of the District designated by the teacher to
45 whom the waiver was granted.

46

47 • Teachers shall be informed of telephone numbers they must call to
48 report their inability to appear for work. Teachers have an obligation to
49 report their inability to work in advance of the day affected, if possible.
50 If the students involved are to be provided with effective supervision
51 and instruction, (Art. II, Sect. I), the Chief School Officer must have at
52 least one and one-half (1 1/2) hours notice before the start of classes.

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

- 53 • Teachers will have the right, upon 48 hours notice to review their
54 personnel file, with or without representation. Teachers may add material
55 by way of explanation to any statement found therein within thirty (30)
56 school days of its placement in the file and notification to the teacher.
57
- 58 • No material shall be added to or removed from a teacher's personnel
59 file unless the teacher has been given an opportunity to examine such
60 material, to acknowledge its existence by his/her signature, and, been
61 given a copy for his/her own information. It is understood that only one
62 individual personnel file will be maintained for each teacher.
63
- 64 • Teacher Vacancies - When the Board of Education announces a
65 vacancy, any qualified teacher may apply for said position. The Board
66 will give all due consideration to present staff members, but reserves the
67 right to make the final determination as to who will be hired.
68
- 69 • Posting - All extra duties involving compensation will be posted and
70 offered to the entire faculty for consideration.

Section 4 TEACHER DUTIES AND RESPONSIBILITIES

- 1 • The Association will cooperate in the development of in-service
2 education programs.
3
- 4 • Teachers shall conduct all of their in-school activities in a non-partisan
5 manner, without prejudice or bias as to sex, social standing, income,
6 race, religion, creed or national heritage.
7
- 8 • Teachers shall adapt their instruction to fit the needs of the individuals
9 in the group.
10
- 11 • Teachers in preparing weekly plans that implement the goals of the
12 year will consider the ability and status of the individual student. These
13 plans could be reviewed from time to time by the Administration and
14 Board of Education. Plans would be requested a maximum of four (4)
15 times per school year, to be submitted at the end of the working day and
16 to be returned at the beginning of the next working day.
17
- 18 • Teachers will meet Administration due dates for the submission of
19 required reports, questionnaires, report cards, and similar administrative
20 materials.
21
- 22 • Teachers shall prepare and give formal and informal tests to insure
23 that they know the status and progress of their individual students.
24

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

- 25 • Teachers are encouraged to support and participate in community
26 activities.
- 27
- 28 • Teachers shall act in a professional manner in public and private
29 discussions and activities pertaining to the school and its program.
- 30
- 31 • Teachers shall personally observe appropriate standards of dress,
32 manners, and conduct in their employment.
- 33
- 34 • Teachers who are new to the District may be required to attend
35 programs during the fall of the school year for orientation to District
36 philosophy and objectives.
- 37
- 38 • The Administration may direct non-tenured teachers to devote a
39 reasonable amount of time to observing classes conducted by other
40 teachers and other teachers will cooperate.
- 41
- 42 • All teachers are expected to assist fellow staff members by sharing
43 information on educational techniques and curriculum.
- 44
- 45 • Teachers will not engage in Association activities which will interfere
46 with a teaching assignment or preparation time. The Association will have
47 the right to place notices, circulars, and similar materials on designated
48 bulletin boards and in teachers' mailboxes, providing such materials are
49 clearly identified as having been issued by the Association.
- 50
- 51 • To assist in the effective and economical operation of the school,
52 teachers will order, issue, and supervise the use of equipment and
53 supplies in a manner to assure their effective use with minimum waste and
54 abuse, and will impress on their students the value of the resources
55 placed at their disposal.
- 56
- 57 • Two one-hour after school detention periods will be held per week (3:00
58 – 4:00 p.m.). Members of the Association will have the option to volunteer
59 for any number of these assignments. Detention supervisors will be
60 selected from the list of volunteers, or assigned, if there are no available
61 volunteers, by administration. No teacher will be asked to supervise more
62 than two detention periods per year. The rate of pay for detention
63 supervisors will be equivalent to that of academic tutors.
- 64
- 65 • Hiring Committees – The majority of teachers on a hiring committee
66 shall be experienced, tenured teachers. Participation shall be voluntary
67 with names of volunteers to be submitted to the Superintendent by the
68 Association President. A representative from the same grade
69 level/subject area will be on the committee when one has volunteered and
70 is available.

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

71 If the HUT President is asked by the Superintendent to speak with a
72 specific teacher to serve on this committee, then the President will
73 honor this request and report back to the Superintendent. Teachers
74 who volunteer and are selected to serve on hiring committees will
75 participate without remuneration.

76
77 • Parent/Teacher Conferences – On a Thursday closely following the
78 issuance of the first quarter report cards, the teachers will work a full
79 day with students. After students are dismissed, teachers will be
80 present from 3:30 to 7:00 p.m. for the purpose of conducting
81 parent/teacher conferences.

82
83 The next day, Friday, dismissal for both teachers and students will be
84 at 11:00 a.m.

85
86 On the following Monday, students will be dismissed at 11:00 a.m.
87 From 11:00 a.m. to 3:00 p.m. teachers will be available for
88 parent/teacher conferences. It is understood that teachers will take a
89 lunch break at their discretion.

90
91 These dates will be determined by the Professional Development
92 Committee, in its role as a standing committee of the District Level
93 Team, when developing the calendar for next year.

Section 5 DISCIPLINE

1 Student discipline is the mutual responsibility of teachers and
2 administrators in all school areas. Student discipline in the classroom or
3 during student activities shall be the responsibility of the teacher in charge.
4 However, serious disciplinary infractions and disruptive students, whose
5 behavior does not respond to the teacher's corrective actions shall be
6 referred to the Principal.

Section 6 EVALUATION

1 Subsection 6.1 TRADITIONAL OBSERVATION

2
3 Observation of a teacher's work will be conducted openly, with his/her full
4 knowledge. For probationary teachers, at least one of three annual
5 classroom observation will be a full class period in duration. The Board
6 will use as the primary basis for judgment on decisions of continuing
7 employment for non-tenured teachers, the recommendation of the
8 Administration, which shall be based on classroom observation.

9
10 Tenured teachers will receive a maximum of one full period observation
11 per school year.
12

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

13 The teacher will be given a copy of each evaluation report affecting
14 him/her, prepared by the administrator, within five (5) school days of the
15 observation and before it is placed in the teacher's file. The teacher may
16 request a conference concerning the report within five (5) school days.
17 This conference will be held within ten (10) school days after the request
18 has been made. A copy of the report will be initialed and dated by both
19 parties before filing.

20
21 Probationary teachers will receive thirty (30) days notice of termination of
22 employment and will be advised no later than May 1 of the decision to
23 continue or to terminate their employment for the following school year.
24 Tenure candidate teachers (in the third year of probation) will be advised
25 by April 1 of the District's decision on their candidacy.

26 27 Subsection 6.2 CLINICAL SUPERVISION

28
29 Tenured teachers have the option of selecting a traditional observation, as
30 described above, or clinical supervision. Clinical supervision, conducted
31 by an administrator of a tenured teacher's work with students, is
32 observation and periodic analytical review of mutually agreed upon goals,
33 methods and assessments. If all goals and skills were developed to the
34 highest degree, a summary, worked out between the teacher and
35 administrator, will be included in the teacher's file. If all of the goals and
36 skills were not met, the teacher and administrator will work on a revision
37 and alter the plan to be looked at the next school year. This will
38 not be placed in the teacher's file until the goals and skills are obtained to
39 a satisfactory degree by consensus of the teacher and administrator.

40
41 For non-tenured teachers year one evaluations will be traditional. In years
42 two and three, the non-tenured teacher may have the option to move to
43 clinical supervision if the following conditions are met:

- 44
45
46
- 42 ▪ The teacher has achieved above satisfactory results on his/her three
43 previous traditional observations.
 - 45 ▪ The teacher feels comfortable with and agrees to the clinical
46 supervision.

Section 7 ATHLETIC DIRECTOR

1 The Athletic Director will receive a stipend as stated in the Extracurricular
2 Table (Appendix, Table A).

3
4 If the Athletic Director is a member of the Association, he/she will receive
5 five (5) extra preparation periods per week for the Director's duties.

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

Section 8 ALTERNATIVE SCHEDULE

1 Use of a shortened period schedule, as shown below, will provide a sixty
2 (60) minute block of time for common planning time and committee
3 meetings. When a one hundred twenty (120) minute block of time is
4 needed, this shortened period schedule may be used in conjunction with
5 the monthly faculty meeting, to a maximum of ten (10) times per school
6 year.

7
8 A notice of at least ten (10) school days will be provided to the community
9 and teachers when the use of this schedule requires the early dismissal of
10 students.

11	Period	Time
12		
13	1	08:00 – 08:38
14	2	08:41 – 09:19
15	3	09:22 – 10:00
16	4	10:03 – 10:41
17	5A	10:44 – 11:14
18	5B	11:16 – 11:46
19	5C	11:48 – 12:18
20	6	12:20 – 12:52
21	7	12:54 – 01:26
22	8	01:28 – 02:00
23	Work Session	02:00 – 03:00

Section 9 MENTORING

1 First year teachers in the District will participate in a mentoring program.
2 The purpose of the mentoring program is to improve teaching
3 performance, to increase retention of good teachers, to promote personal
4 and professional growth and well-being, and to help familiarize the Mentee
5 with the school and community cultures.

- 6
- 7 • Participation of the Mentor will be strictly voluntary.
- 8
- 9 • All interactions between the Mentor and the Mentee will be
10 confidential.
- 11
- 12 • None of the interactions between the Mentor and the Mentee will be
13 used as part of the evaluation process for either teacher.
- 14
- 15 • Release time of at least 10% will be provided to both the Mentor and
16 the Mentee. Part of this time may be taken from staff development days.
- 17
- 18 • The Mentor will be selected by the bargaining unit, with approval of the

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

19 Superintendent. If no suitable volunteer within HUT can be approved,
20 then the Association will work with the District to select a mutually agreed
21 upon Mentor from outside of the bargaining unit.

- 22
- 23 • The District will provide training for the Mentors.
- 24
- 25 • All mentoring activities shall occur during scheduled workdays.
- 26
- 27 • There shall be only one Mentee for each Mentor.
- 28
- 29 • The Mentor and the Mentee shall be from the same grade level or
30 same certification area. If no volunteer from this grade level or
31 certification area is available, the Association will submit the name of the
32 most appropriate volunteer.
- 33
- 34 • The mentoring schedule shall be mutually agreeable.

Section 10 DISTANCE LEARNING

1 With the understanding that technology should enhance the quality and
2 relevance of the educational program, while ensuring effective use of our
3 resources, the District and the Association will support the use of
4 educational technology and the delivery of instruction. This would include
5 Distance Learning.

- 6
- 7 • The parties acknowledge and confirm that participation in a Distance
8 Learning Program shall not be used by the District to argue that the
9 Association may have waived any rights that may exist to the exclusivity of
10 bargaining unit work. The parties agree that the Distance Learning
11 Program involves bargaining unit work in sending classes only.
- 12
- 13 • The use of the Distance Learning Program shall not directly or indirectly
14 cause any bargaining unit member to be laid off or reduced from full-time
15 to part-time employment. In any school year, there will be no more than
16 two (2) Distance Learning classes in the same certification area.
- 17
- 18 • Teacher participation in the Distance Learning Program shall be
19 voluntary.
- 20
- 21 • Distance Learning Program positions shall be posted in house to
22 provide District personnel the right of first refusal.
- 23
- 24 • Distance Learning equipment shall not be used to monitor the
25 performance of or to evaluate unit members. Unit members participating
26 in the Distance Learning Program shall be evaluated at the Hinsdale
27 Central School site, and in the same manner as all other unit members, in

ARTICLE II TEACHING SCHEDULE AND CLASS LOAD

28 accordance with the terms of this collective bargaining agreement.

29

30 • The District will provide technical personnel to set up and take down
31 equipment and to maintain and repair equipment utilized in the Distance
32 Learning classes including faxes or mailings.

33

34 • Any sending class will have no more than twenty (20) students (all sites
35 combined). Any course offered by the District in which five (5) or more
36 Hinsdale Central School students are enrolled will be taught at Hinsdale
37 Central as a traditional course and not as a Distance Learning class.

38

39 • A teacher with Distance Learning assignments during the school day will
40 be provided with one additional preparation period per week for at least
41 five (5) weeks of the course.

42

43 • Within six months of becoming a sending school, any Distance Learning
44 host teachers, secondary Guidance, the Association President and the
45 Administration will meet to review contract language regarding Distance
46 Learning.

47

48 • Teachers of a sending class will not be responsible for the discipline of
49 students in another site receiving the class other than to notify the
50 Administration at the receiving school if they were to observe misconduct
51 at the other site.

52

53 • A sending teacher who instructs a course outside of regular school
54 hours will be reimbursed at $1/7 \times 1/180 \times$ his/her salary plus one hour per
55 week for the first five (5) weeks of the course. Such instruction shall be
56 independent of workload issues of the regular school day.

ARTICLE III GRIEVANCE PROCEDURE

Section 1 PURPOSE

1 To secure, at the lowest possible administrative level, equitable disposition
2 of grievances presented by teachers through procedures by which the
3 District and its teachers are afforded adequate opportunity to dispose of
4 their differences.
5

Section 2 DEFINITIONS

1 **GRIEVANCE** - A grievance is a claim by any teacher or group of teachers
2 in the negotiating unit based upon any event or condition affecting their
3 terms and conditions of employment, including but not limited to, any
4 claimed violation, misinterpretation, misapplication or inequitable
5 application of this agreement.
6

7 **ASSOCIATION** - The Association is the Hinsdale United Teachers.
8

9 **CHIEF SCHOOL OFFICER** - The Chief School Officer is the
10 Superintendent of the District.
11

12 **AGGRIEVED PARTY** - Aggrieved Party is any person or group of persons
13 in the negotiating unit filing a grievance.
14

15 **PARTY IN INTEREST** - Party in Interest is the Grievance Committee of
16 the Association and/or party named in a grievance who is not the
17 aggrieved party.
18

19 **GRIEVANCE COMMITTEE** - Grievance Committee is the committee
20 created and constituted by the Association to monitor and as necessary,
21 to participate, in the disposition of grievances.
22

23 **HEARING OFFICER** - Hearing Officer is any individual or board charged
24 with the duty of rendering decisions, at any stage in the proceedings,
25 concerning grievances.

Section 3 PROCEDURAL REQUIREMENTS

1 • Each statement of grievance shall include the name and position of the
2 aggrieved party, the provision of the contract involved in the grievance, the
3 time and place of the events or conditions constituting the grievance, the
4 identity of the party responsible for causing those events or conditions, if
5 known, and a general statement of the nature of the grievance and the
6 redress sought by the aggrieved party.

ARTICLE III GRIEVANCE PROCEDURE

7

8 • Except for informal decisions at the first stage, all decisions shall be
9 rendered by the hearing officer in writing at each step of the grievance
10 procedure, setting forth findings of fact, conclusions, and supporting
11 reasons therefore, and be transmitted promptly to the aggrieved and
12 interested parties.

13

14 • If a grievance affects a group of teachers and appears to be associated
15 with system-wide policies, it may be submitted by the Association, with
16 the consent of the aggrieved parties, directly at the first formal stage of
17 proceedings.

18

19 • The District and the Association agree to cooperate fully in any
20 investigation which may be required for disposition of the grievance; and
21 to make available any and all relevant documents and records concerning
22 the grievance.

23

24 • Except as otherwise specifically provided herein, an aggrieved party and
25 any party in interest have the right at all stages of a grievance procedure
26 to confront and to cross examine all witnesses called against him/her, to
27 testify and to call witnesses in his/her own behalf, and to be furnished with
28 a copy of any minutes made of the proceedings.

29

30 • No aggrieved party or party in interest will be subjected by the District to
31 interference, coercion, restraint, discrimination or reprisal by reason of
32 such grievance or participation in proceedings.

33

34 • Forms necessary to the implementation of this procedure will be jointly
35 developed and provided by the District and the Association.

36

37 • All documents and records dealing with the processing of a grievance
38 shall be filed separately from the personnel files of the participants.

39

40 • This procedure does not limit the right of any teacher to discuss his
41 grievance informally with any appropriate member of the Administration
42 and to have the grievance informally adjusted, without intervention of the
43 Association. The informal adjustment of a grievance shall be final and
44 binding, but shall not constitute a binding precedent on the District or
45 Association in like future actions.

46

47 • The Chief School Officer shall accumulate and maintain a Grievance
48 Record containing the written grievance, all exhibits, transcripts, written
49 communications, minutes and/or notes of testimony, written agreements
50 and briefs considered at all formal proceedings. Minutes will be kept at
51 District expense and will be made available to the aggrieved party within
52 two (2) working days after formal hearings. Any claims of error in the

ARTICLE III GRIEVANCE PROCEDURE

53 minutes and related determinations shall become part of the Grievance
54 Records.

Section 4 STAGES OF GRIEVANCE PROCEDURE

1 No grievance will be entertained and will be deemed waived if not filed as
2 provided herein within sixty (60) school days after the aggrieved party
3 knew or should have known of the act or condition on which the grievance
4 is based.

5

6 **STAGE 1 - CHIEF SCHOOL OFFICER (INFORMAL)**

7

8 A member of the negotiating unit having a grievance will first discuss it
9 with the Chief School Officer either directly or through a representative
10 with the objective of resolving the matter informally. The Chief School
11 Officer will confer with all parties at interest and will render his decision
12 promptly to the aggrieved party and/or his/her representative.

13

14 If this informal procedure does not resolve the grievance, the teacher will
15 submit it in writing to the Chief School Officer for formal disposition, who
16 will, within five (5) school days after receipt of the written complaint, render
17 a written decision to the teacher and/or his/her representative.

18

19 **STAGE 2 - CHIEF SCHOOL OFFICER (FORMAL)**

20

21 If the grievance is not resolved in Stage 1, and the aggrieved party wishes
22 to proceed, he may, within five (5) school days of receiving the Chief
23 School Officer's reply, present the grievance to the Association's
24 Grievance Committee for its consideration.

25

25 If the Committee finds the grievance valid, it may then file a written appeal
26 of the Stage 1 decision with the Chief School Officer within fifteen (15)
27 school days after the written decision was rendered. If the committee
28 chooses not to act, the aggrieved party may pursue the remedies of this
29 procedure independently. Within five (5) school days after receipt of the
30 appeal, the Chief School Officer or his designee shall conduct a hearing
31 on the grievance with the aggrieved party, the Grievance Committee and
32 its representative and the parties in interest. The decision from the
33 hearing shall be rendered in writing by the Chief School Officer to the
34 aggrieved party and the Grievance Committee within ten (10) school days
35 after the conclusion of the hearing.

36

37 **STAGE 3 - BOARD OF EDUCATION**

38

39 If the grievance is not resolved at Stage 2, the aggrieved party may ask
40 the Grievance Committee to file an appeal with the Board of Education

ARTICLE III GRIEVANCE PROCEDURE

41 within ten (10) school days after receiving the decision from Stage 2.
42 Within ten (10) school days after receipt of an appeal, a majority of the
43 Board of Education shall hold a hearing on the grievance and within ten
44 (10) school days after the conclusion of the hearing will render a written
45 decision.

46 47 **STAGE 4 – ARBITRATION**

48
49 If the grievance is not resolved at Stage 3, the aggrieved party may ask
50 the Association to notify the Board of Education that the grievance is to be
51 submitted to arbitration. If arbitration is desired, submission by both
52 parties or demand by one party, as prescribed by PERB shall be made to
53 PERB within ten (10) days after the rendering of the Stage 3 decision,
54 following which the time limits set forth in PERB's procedures will prevail.
55 Costs for the services of the arbitrator will be borne equally by the Board
56 and the Association. The selected arbitrator will hear and consider the
57 matter promptly, basing his evaluation on the provisions of the instant
58 agreement between the Association and the District, and will issue his/her
59 decision in writing, setting forth findings of fact, reasoning and conclusion
60 within thirty (30) days. The decision of the arbitrator shall be accepted
61 and implemented by all parties to the grievance.

Section 5 CONDITIONS

1 The existence of this Grievance procedure or its use or failure to use by
2 any teacher shall not, in any manner, impair or limit his/her right to pursue
3 any other remedies available.

4
5 Failure by the Hearing Officer, at the conclusion of any stage in this
6 procedure, to communicate his decision as provided herein shall permit
7 the lodging of an appeal at the next stage within the time allotted had the
8 decision been communicated by the final day.

9
10 If a decision at one stage is not appealed to the next stage within the time
11 limit specified, the grievance will be deemed discontinued and further
12 action on that grievance, under this agreement, shall be barred.

13
14 The time limits specified in this procedure, applicable to either party, may
15 be altered by mutual agreement.

16
17 More than one grievance may be submitted in single arbitration if the
18 parties expressly agree in writing.

ARTICLE IV PAYROLL DEDUCTIONS

Section 1 DIRECT DEPOSITS

1 The District will provide for direct deposits to the Olean Teachers and
2 Postal Workers Federal Credit Union or any other financial institution that
3 accepts electronic fund transfers for those teachers who so request and
4 provide a two (2) week notice. The teacher shall notify the Business
5 Office regarding the payroll deductions he/she wishes to be made and
6 may request transfers to multiple institutions.

Section 2 TAX SHELTERED ANNUITIES

1 The District will grant the request of those teachers who wish annuities
2 purchased for them through payroll deductions.

Section 3 UNITED STATES SAVINGS BONDS

1 The District will grant the request of those teachers who wish U.S. Savings
2 Bonds purchased for them through payroll deductions.

Section 4 POLICY REGARDING DUES DEDUCTIONS

1 It is agreed that deductions from the salaries of its employees for the
2 Hinsdale United Teachers, NEA - New York and National Education
3 Association (NEA) or any one or any combination of such associations will
4 be made as said teachers individually and voluntarily authorize the District
5 to deduct, and to transmit the moneys promptly to the Hinsdale United
6 Teachers.

7
8 Deductions referred to in the paragraph above shall be made in the
9 following manner: The total annual membership dues for those
10 designated professional associations, certified as mentioned above, shall
11 be deducted in twenty (20) equal installments beginning with the second
12 pay period in September. No later than September 20th, the Association
13 shall provide the District with a list of those employees who have
14 voluntarily authorized the District to deduct dues for the Association(s)
15 named above and forward at the time to the respective association a list of
16 names and addresses of members who have elected payroll deduction for
17 such associations.

18
19 Additional authorizations submitted at least two (2) weeks prior to any
20 scheduled pay date shall be honored and deductions made for the
21 balance of the scheduled deduction period. Example: If deductions are to
22 be spread over twenty (20) pay periods, authorization submitted so as to
23 become effective with the second pay period would result in deducting
24 only four-fifths (4/5) of the annual dues during the first year of operation.

ARTICLE IV PAYROLL DEDUCTIONS

25

26 The District shall, following each pay period from which dues deductions
27 are made, transmit the amount so deducted to the Hinsdale United
28 Teachers.

Section 5 AGENCY SHOP FEE DEDUCTION

1 The Board and Association recognize that the negotiation and
2 administration of collective agreements and related activities entail
3 expenses which are appropriately shared by all employees covered by
4 such agreements. They further recognize that the Association, by reason
5 of its status as the exclusive representative of all employees in the
6 negotiating unit is obligated to fairly represent all such employees without
7 regard to their membership in the Association. In consideration thereof,
8 the Board agrees to deduct from the wages of all employees in the
9 negotiating unit who are not members of the Association an agency fee in
10 the amount equivalent to the dues of the Association, including dues of the
11 National Education Association and the NEA - New York, and to promptly
12 transmit the sums so deducted to the Association.

13

14 Deduction of the agency fee, as provided for above, shall be in twenty (20)
15 equal installments beginning with the second pay period in September and
16 ending in June of each school year, or in such other manner as the parties
17 may agree in writing. The Board agrees to furnish the Association with an
18 alphabetized list showing the names of all employees from whose salary
19 such fees have been deducted. Deductions for employees in the unit who
20 are hired after October 1 of any school year shall be appropriately
21 prorated so as to complete deduction of the annual agency fee by the end
22 of such school year.

23

24 All dues paying employees who are non-members of the Association shall
25 be entitled to all benefits received by members of the Association with
26 respect to enforcement of this contract and provisions contained therein
27 including representation of the employee in connection with all terms and
28 conditions of employment as embodied in the agreement together with
29 any and all other benefits accruing to said member employees as respects
30 their employment by the School District.

31

32 All dues paying non-members are entitled to a rebate of any portion of
33 funds paid to the association which are not utilized for collective
34 bargaining.

35

36 The Association shall furnish an account in writing, of expended funds to
37 each dues paying non-member, as well as a rebate of that portion of funds
38 not expended for collective bargaining. This account must be

ARTICLE IV PAYROLL DEDUCTIONS

39 substantiated by NEA - New York.

40

41 Unless requested by each non-member, the portion of dues which are
42 allocated as local dues, which are utilized for gifts, flowers, parties, etc.
43 will not be rebated unless specifically requested.

44

45 The Board and the Association agree to furnish each other any
46 information needed by either of them to fulfill the provisions of the Article.

47

48 In the event that the District incurs any liability for damages, any litigation
49 expenses whatsoever, in connection with the agency shop fee deduction
50 granted by this agreement, the Association agrees to indemnify the District
51 and hold it harmless for such expenses.

ARTICLE V LEAVES OF ABSENCE

Section 1 SICK LEAVE

1 Personal sick leave will be granted at the rate of twelve (12) days per year
2 of service in the District and will be accumulative up to two hundred (200)
3 days. Sick leave is allowable for illness of the teacher or for the illness
4 of spouse, children, parent, grandparent, brother, sister, in-law, or member
5 of the teacher's household.

6
7 In the event of the absence of a teacher for illness or accident in excess of
8 five (5) consecutive school days, the Administration may require an
9 examination of the teacher by a mutually acceptable physician before the
10 teacher returns to duty.

11
12 If a teacher uses more than thirty (30) days per year of sick leave, the
13 Board of Education reserves the right to hire, at a mutually acceptable
14 physician's recommendation, a full time replacement for the purpose of
15 teaching continuity, until a mutually acceptable physician recommends this
16 teacher be returned to duty.

Section 2 BEREAVEMENT LEAVE

1 Members of the Association will be granted up to three (3) days, not
2 subtracted from any other leave allocation, to be used for bereavement.
3 If a member has exhausted bereavement and all other leave, an additional
4 two (2) days will be granted for subsequent deaths in the same school
5 year. Use of sick or personal leave to extend bereavement leave will be
6 granted upon request and at the discretion of the Superintendent. This
7 leave will be granted in the event of the death of a spouse, child, parent,
8 grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law,
9 sister-in-law or member of the teacher's household.

Section 3 PERSONAL LEAVE

1 Certified personnel shall be entitled to three (3) personal leave days per
2 year. They may be taken with no reason advanced and accumulate to a
3 total of five (5) over a two (2) year period. At the end of each school year,
4 however, a teacher can convert up to three (3) personal days to sick days.
5 If a teacher has reached the accumulative maximum of two hundred (200)
6 sick days as indicated above, converted personal leave days will continue
7 to accrue up to a maximum of two hundred twenty (220) days. Whenever
8 possible, the Chief School Officer should be notified in advance of the
9 intention to use personal leave to facilitate the hiring of a substitute. Not
10 more than seven percent (7%) of the faculty will be absent on personal
11 leave on any single school day. Personal leave is on a first come-first
12 served basis, except in unusual circumstances. Personal leave will not be

ARTICLE V LEAVES OF ABSENCE

13 requested during the opening week or closing week of the school year; or
14 immediately preceding or following a holiday or vacation, without a valid
15 reason.

Section 4 PROFESSIONAL LEAVE

1 Each teacher will be allowed two (2) approved visitation days, with pay,
2 per year. Professional leave days may be granted by the Chief School
3 Officer, in advance, for participation in conferences, clinics, and
4 workshops related to the teacher's assigned duties. When specifically
5 approved in advance, reasonable expenses for transportation, lodging,
6 and meals incurred while on professional leave will be reimbursed to the
7 teacher by the District. Visitation and professional leave days will be
8 requested and scheduled in a fashion to minimize the impact on the
9 continuity and quality of instruction in the school.

Section 5 CHILD-REARING LEAVE

1 A teacher will be granted child-rearing leave, in the same fashion as sick
2 leave, (see above SICK LEAVE) upon notice to the supervising principal
3 accompanied by a physician's supporting statement. Up to thirty (30)
4 days advance notice should be given, if possible, with leave to begin at a
5 time determined by the teacher and her physician and to continue until the
6 attending physician states that she is medically fit to resume her duties.

Section 6 MILITARY LEAVE

1 Military leave will be granted in compliance with applicable statutes.

Section 7 SABBATICAL LEAVE

1 Fully certified teachers who have completed seven (7) years of service in
2 the District will be eligible to apply for Sabbatical Leave, which may be
3 granted for study, independent research, writing of a doctoral thesis,
4 travel, or other purposes deemed of value to the teacher and the District.
5 Sabbatical leave will be for a full year from September 1st, at half pay.
6 The twenty-six (26) compensation periods will coincide with those of the
7 school district. Teachers granted a sabbatical leave will pursue courses
8 equal to the semester hour residence requirements of the institution in
9 which enrolled. If the leave is spent in a teaching assignment, certification
10 of work completed, by a competent, cognizant authority, will be required.
11 Application for sabbatical leave will be made in writing to the Chief School
12 Officer for decision by the Board not later than May 1st, for a leave which
13 is to commence in September. Each applicant will be informed of the
14 Board's decision, with reasons for negative action no later than June 1st.

ARTICLE V LEAVES OF ABSENCE

15 Time spent on Sabbatical leave will be credited to the teacher's
16 accumulated service in the District and benefits will continue as for a full
17 time employee. Upon return from Sabbatical leave, the teacher will be
18 assigned to the position previously held, if possible, and will serve for an
19 additional two (2) years, if required. Only two (2) teachers may take
20 advantage of this privilege at a time, providing they are not from the same
21 grade level, if the applicant is an elementary teacher or the same
22 discipline, if the applicant is a secondary teacher.

23
24 Teachers granted such leave will be compensated provided they sign a
25 non-interest bearing promissory note to the extent of the salary, which
26 shall be paid during the leave. The note is payable to the school district if
27 the teacher does not return to school district employment after the
28 duration of the leave. The note shall become due and payable within five
29 (5) years, unless other terms are mutually agreed to.

Section 8 CHILD CARE AND ADOPTION LEAVE

1 The District will grant unpaid leave of up to two (2) years duration for the
2 care of a teacher's own or adopted infant.

Section 9 EXTENDED SICK LEAVE

1 Any teacher whose personal illness or maternity disability extends beyond
2 the period compensated will be granted a leave of absence for such time
3 as is necessary for complete recovery from such illness, up to a maximum
4 of one (1) year after compensable time has been exhausted. An
5 additional one (1) year may be granted at the discretion of the Board of
6 Education. The teacher's personal physician must submit a written report
7 to the Board for its approval before such extension is granted.

ARTICLE VI COMPENSATION AND FRINGE BENEFITS

Section 1 INSERVICE CREDIT

1 Teachers shall be granted one (1) credit hour, applicable to the salary
2 schedule, for each twenty (20) hours of class work.

Section 2 MASTER'S DEGREE

1 A unit member who earns a Master's Degree will be compensated at a
2 rate of \$625 per year, effective July 1, 2005, \$640 per year, effective July
3 1, 2006, \$655 per year, effective July 1, 2007, and \$665, effective July 1,
4 2008.

5
6 Unit members who hold a permanent certificate and teach classes in more
7 than one core (English, Sciences, Mathematics, Social Studies)
8 certification area will receive a stipend of \$600 for each additional core
9 certification area they teach in. Science certifications such as Biology,
10 Earth Science, Chemistry and Physics will be considered separate
11 certifications.

Section 3 COMPENSATION FOR ACCUMULATED UNUSED SICK DAYS (CAUSD)

1 CAUSD will be allowed at termination of employment after fifteen (15)
2 years of service in the District or at retirement from the District, whichever
3 shall occur first. CAUSD will be granted in the last year of service in an
4 amount equal to the teacher's accumulated sick leave, up to a maximum
5 of one hundred twenty(120) multiplied by (1/200) of the minimum BA
6 salary then in effect in the District. In order to receive such CAUSD, a
7 written notification of termination or retirement must be presented to the
8 Board, no later than 07APRIL preceding the final year of service in the
9 District. The District will grant CAUSD to an eligible individual who
10 provides written notification of his/her intention to resign or retire after the
11 07APRIL deadline, but payment may be deferred until the next fiscal year.
12 In case of death, any unused portion of the CAUSD will be paid to the
13 heir or beneficiary of the teacher's estate. Teachers who retire from the
14 Hinsdale Central School District become eligible for one of the following
15 retirement award programs.

16
17 • The amount of the compensation for unused sick leave will be added to
18 the teacher's annual salary and will be prorated throughout the final year
19 of teaching and treated as part of regular salary.

20
21 • A teacher may elect to receive any portion of the accumulated one
22 hundred twenty (120) days for payment upon retirement, with the balance
23 applied to health insurance coverage.

ARTICLE VI COMPENSATION AND FRINGE BENEFITS

24

25 • A teacher may elect to enroll in the US Savings Bond program based on
26 an amount equal to the accumulated one hundred twenty (120) days or
27 portion of the days.

28

29 The above noted programs must be selected before the month of January
30 of the final year of teaching.

31

32 A teacher retiring with one hundred fifty (150) days of accrued sick
33 leave, may utilize one hundred twenty (120) of those days as described in
34 the health insurance paragraph above, with up to Five Hundred Dollars
35 (\$500) worth of the remaining sick leave compensation put aside in a
36 special fund to pay said retiree's medical coverage.

Section 4 HOSPITAL AND MEDICAL INSURANCE

1 The District will provide each teacher with the Allegany/Cattaraugus
2 Schools Medical Plan with major medical and with a \$100 single/\$200
3 family deductible (deductible effective July 1, 2003) and without
4 prescription card, or equivalent (The "Base Plan"). The District will also
5 provide administration, through payroll deduction, of a drug insurance rider
6 for the teachers, if the carrier's requirements are met.

7

8 Year 1:

9

10 All teachers working in the District as of June 30 1998, who select the
11 Base Plan, shall have ninety percent (90%) of the cost of the plan paid for
12 by the District. All teachers employed prior to July 1, 1998, may elect to
13 participate in the Allegany/Cattaraugus Schools Choice Plan with \$10/\$4
14 prescription co-pay at no cost to the employee. Such employees who
15 elect to participate in the Choice Plan shall receive a stipend equivalent to
16 fifty percent (50%) of the difference between the Base Plan and the
17 Choice Plan up to \$1000 for that employee.

18

19 All teachers hired on or after July 1, 1998, may elect to participate in the
20 Choice Plan, and the District will contribute one hundred percent (100%)
21 toward the cost of the Choice Plan, or may participate in the Base Plan by
22 contributing ten percent (10%) of the Premium cost.

23

24 Year 2:

25

26 All teachers working in the District as of June 30 1998, who select the
27 Base Plan, shall have eighty-five percent (85%) of the cost of the plan
28 paid for by the District. All teachers employed prior to July 1, 1998, may
29 elect to participate in the Allegany/Cattaraugus Schools Choice Plan with
30 \$10/\$4 prescription co-pay at no cost to the employee. Such employees
31 who elect to participate in the Choice Plan shall receive a stipend

ARTICLE VI COMPENSATION AND FRINGE BENEFITS

32 equivalent to thirty percent (30%) of the difference between the Base Plan
33 and the Choice Plan.

34

35 All teachers hired on or after July 1, 1998, may elect to participate in the
36 Choice Plan, and the District will contribute one hundred percent (100%)
37 toward the cost of the Choice Plan, or may participate in the Base Plan by
38 contributing fifteen percent (15%) of the Premium cost.

39

40 Year 3:

41

42 All teachers working in the District as of June 30 1998, who select the
43 Base Plan, shall have eighty percent (80%) of the cost of the plan paid for
44 by the District. All teachers employed prior to July 1, 1998, may elect to
45 participate in the Allegany/Cattaraugus Schools Choice Plan with \$10/\$4
46 prescription co-pay at no cost to the employee. Such employees who
47 elect to participate in the Choice Plan shall receive a stipend equivalent to
48 ten percent (10%) of the difference between the Base Plan and the Choice
49 Plan.

50

51 All teachers hired on or after July 1, 1998, may elect to participate in the
52 Choice Plan, and the District will contribute one hundred percent (100%)
53 toward the cost of the Choice Plan, or may participate in the Base Plan by
54 contributing twenty percent (20%) of the Premium cost.

55

56 Year 4:

57 All teachers working in the District, who qualify for and select the Base
58 Plan, shall have an amount equivalent to the cost of the Choice Plan paid
59 toward the Base Plan by the District. All teachers may elect to participate
60 in the Allegany/Cattaraugus Schools Choice Plan with \$10/\$4 prescription
61 co-pay at no cost to the employee.

62

63 Teachers hired on or after July 1, 2003 shall be required, if they participate
64 in Health Insurance, to elect the Choice Plan. Further, they shall be
65 required to remain in the Choice Plan for the first four (4) years of their
66 employment in the Hinsdale Central School District. Upon completion of
67 four (4) years, the teacher will have the option of remaining with the
68 Choice Plan, or changing to any one of the other plans available to
69 teachers.

70

71 The Allegany/Cattaraugus Schools Choice Plan, as mentioned above, will
72 include vision coverage and "out of area" coverage.

73

74 All teachers who choose not to participate in the Hospital and
75 Medical Insurance plan described, will receive a stipend of Twelve
76 Hundred Fifty Dollars (\$1,250.00). Employees wishing to switch from one
77 insurance coverage to another and/or the buyout, must do so within a

ARTICLE VI COMPENSATION AND FRINGE BENEFITS

78 thirty (30) day window period each year. In the case where a member is
79 left without coverage at any time, that member may choose either the
80 Base Plan or the Choice Plan, as described above.

81
82 The HUT President and the Superintendent will meet to determine the
83 "window period" and the appropriate percentage of the difference
84 between the Base and Choice Plan to be paid to eligible members.

85
86 An IRS 125 Flex Plan will be established for all members. The District will
87 pay the Administrative fees. Any unused funds will revert to the District.

88
89 The Flex Plan will include the following accounts:

- 90
- 91 ▪ Dependent care to the maximum amount provided by law.
- 92
- 93 ▪ Unreimbursed medical to a maximum of five hundred dollars (\$500) per
94 non-tenured member and fifteen hundred dollars (\$1,500) per tenured unit
95 member.
- 96
- 97 ▪ Individual insurance plan purchase to the maximum amount provided by
98 law.

Section 5 INTERIM HOURS

1 Interim graduate level hours earned after July 1, 2000 must be submitted
2 for approval by means of a transcript from the college registrar, and must
3 be recommended for payment credit by the Chief School Officer and
4 approved by the Board of Education. Transcripts for consideration must
5 be submitted not later than one (1) week proceeding the first and twelfth
6 pay period of the school year. Select undergraduate courses, when prior
7 approval of the Superintendent is received, may be accepted as interim
8 hours.

9
10 Interim hours shall be compensated for, in salary, at a rate of fifty-two
11 dollars (\$52) per hour effective July 1, 2005, fifty-three dollars (\$53) per
12 hour effective July 1, 2006, fifty-four (\$54) per hour effective July 1, 2007,
13 and fifty-five dollars (\$55) per hour effective July 1, 2008 up to a maximum
14 of ninety (90) hours.

Section 6 ASSOCIATION DAYS

1 Teachers, designated by the Teachers Association, shall be granted
2 association leave with pay to attend scheduled conferences and meetings
3 approved by the Association. Such days shall not exceed a total (among
4 all designees) of ten (10) days in any one (1) school year. Days are not
5 accumulative from year to year. The District is not responsible for
6 expenses associated with association leave. The District will provide a

ARTICLE VI COMPENSATION AND FRINGE BENEFITS

7 substitute and provide substitute pay. The request for such leave must be
8 made at least three (3) days in advance of intended use.

Section 7 CONVERSION OF THE CURRENT YEAR'S UNUSED SICK AND/OR PERSONAL DAYS

1 If a teacher uses three (3) days or less of his/her annual sick leave in any
2 one (1) year, the teacher can request to be paid for the unused portion or
3 any part thereof, of that year's sick and/or personal days, at the rate of
4 Sixty-five Dollars (\$65.00) per day. Days thus compensated for will not
5 be added to the employee's accumulated leave. Days used from sick
6 days for the death of a family member will not count against the three (3)
7 days of absence for this award.

Section 8 EXTRA CURRICULAR ACTIVITIES

1 The Board and the Administration agree that the following areas of extra-
2 curricular duties are compensated by the Board each year:

- 3
- 4 • Coaching
 - 5 • Chaperoning
 - 6 • Cheerleading
 - 7 • Drama Club
 - 8 • Visual Aids & ETV Director
 - 9 • Advisors for fund raising activities

10
11 The Administration will appoint persons to be advisors, chaperones, and
12 extra-curricular activities leaders, and club leaders, if there are no
13 acceptable volunteers for said positions. Insofar as possible, when
14 teachers are involuntarily assigned to the above duties, the duties will be
15 rotated among all members of the teaching staff.

16
17 Determination of the extra-curricular scale is based upon time
18 involvement, student load, and consistency with Title 9 requirements.

Section 9 SUMMER VACATION ASSIGNMENTS

1 The District will reimburse Certified Personnel who are authorized by the
2 Superintendent to perform professional duties during the summer or when
3 school is not in session, other than curriculum camp, at the rate of 1/180th
4 of their annual base salary for each full day worked, as defined in the
5 contract which becomes valid on July 1st of the new contract year.

6
7 The District will reimburse Certified Personnel who attend curriculum
8 camp, as currently held by BOCES in Ellicottville, a stipend of One
9 Hundred Dollars (\$100.00) per day.

ARTICLE VI COMPENSATION AND FRINGE BENEFITS

Section 10 EARLY RETIREMENT INCENTIVE (ERI)

1 In order to qualify for Early Retirement Incentive (ERI), a teacher must
2 have served a minimum of fifteen (15) years in the District. A teacher
3 must also present to the District, written notification of the intent to apply
4 for ERI, no later than April 7 of the year preceding the last year of service.
5 ERI may only be applied for if the teacher retires during the first year of
6 eligibility. If ERI is applied for, CAUSD, as defined above, is waived. No
7 teacher may receive both ERI and CAUSD.

8

9 ERI will be paid to all eligible teachers in the following manner:

10

11 • If the teacher will accept payment in the calendar year following
12 retirement, the District will pay the teacher who retires in the first year of
13 eligibility an incentive payment of sixty percent (60%) of the final year's
14 total salary.

15

16 • If the teacher will accept payment in the fiscal year of retirement, the
17 District will pay the teacher who retires in the first year of eligibility an
18 incentive payment of fifty percent (50%) of the final year's total salary.

19

20 • If the teacher has applied for ERI, but dies before retirement, the ERI
21 will be paid to the teacher's estate.

22

23 • A teacher may elect to receive any portion of the ERI for payment as
24 described above, with the balance applied to health insurance coverage.

25

26 • The district will offer the payment of ERI or CAUSD monies through a
27 403B Discriminatory Plan with a vendor that is mutually agreed upon
28 between the District and the Association. If the parties cannot come to
29 agreement on the vendor, the vendor from the previous year will be
30 selected. Employees must be eligible for retirement under the
31 qualifications set by the New York State Teachers' Retirement System.
32 All employees retiring in a fiscal year must participate in the 403B
33 Discriminatory Plan. This will remain in effect as long as permitted by
34 Federal and State Taxation Laws.

35

36 • Any modification of the above must be negotiated with the Association.

APPENDICES

**A) SALARY SCHEDULE FOR EXTRA CURRICULAR
ACTIVITIES**

B) BASE SALARY SCHEDULES



SALARY SCHEDULE "A" FOR EXTRA-CURRICULAR ACTIVITIES

	05-06	06-07	07-08	08-09
Athletic Director***	\$ 3,735.00	\$ 3,884.40	\$ 4,039.78	\$ 4,201.37
Varsity Football Coach	\$ 3,713.00	\$ 3,861.52	\$ 4,015.98	\$ 4,176.62
Asst. Varsity Football Coach	\$ 3,025.00	\$ 3,146.00	\$ 3,271.84	\$ 3,402.71
Jr. Varsity Football Coach	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Asst. Jr. Varsity Football Coach	\$ 1,582.00	\$ 1,645.28	\$ 1,711.09	\$ 1,779.53
Varsity Basketball Coach	\$ 3,713.00	\$ 3,861.52	\$ 4,015.98	\$ 4,176.62
Jr. Varsity Basketball Coach	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Jr. High Basketball Coach	\$ 1,650.00	\$ 1,716.00	\$ 1,784.64	\$ 1,856.03
Varsity Baseball Coach	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Jr. Varsity Baseball Coach	\$ 1,850.00	\$ 1,924.00	\$ 2,000.96	\$ 2,081.00
Modified Baseball Coach	\$ 1,650.00	\$ 1,716.00	\$ 1,784.64	\$ 1,856.03
Varsity Volleyball Coach	\$ 1,925.00	\$ 2,002.00	\$ 2,082.08	\$ 2,165.36
Jr. Varsity Volleyball Coach	\$ 1,439.00	\$ 1,496.56	\$ 1,556.42	\$ 1,618.68
Modified Volleyball Coach	\$ 1,239.00	\$ 1,288.56	\$ 1,340.10	\$ 1,393.71
Varsity Softball Coach	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Jr. Varsity Softball Coach	\$ 1,850.00	\$ 1,924.00	\$ 2,000.96	\$ 2,081.00
Modified Softball Coach	\$ 1,650.00	\$ 1,716.00	\$ 1,784.64	\$ 1,856.03
Golf Coach	\$ 1,409.00	\$ 1,465.36	\$ 1,523.97	\$ 1,584.93
Yearbook Advisor	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Webmaster	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Newspaper Advisor	\$ 687.00	\$ 714.48	\$ 743.06	\$ 772.78
School Store Advisor	\$ 275.00	\$ 286.00	\$ 297.44	\$ 309.34
Ticket Chairperson	\$ 275.00	\$ 286.00	\$ 297.44	\$ 309.34
Student Council Advisor***	\$ 650.00	\$ 676.00	\$ 703.04	\$ 731.16

Sr. & Jr. Class Advisor***	\$ 565.00	\$ 587.60	\$ 611.10	\$ 635.55
Sophomore & Freshman Adv.***	\$ 400.00	\$ 416.00	\$ 432.64	\$ 449.95
8th.& 7th. Grade Advisor***	\$ 370.00	\$ 384.80	\$ 400.19	\$ 416.20
S.A.D.D. Advisor***	\$ 325.00	\$ 338.00	\$ 351.52	\$ 365.58
Chaperone Duty*	\$ 16.15	\$ 16.80	\$ 17.50	\$ 18.20
Cheerleading Advisor per sport	\$ 619.00	\$ 643.76	\$ 669.51	\$ 696.29
Drama Club Advisor	\$ 687.00	\$ 714.48	\$ 743.06	\$ 772.78
Vocal Director for Musicals**	\$ 331.00	\$ 344.24	\$ 358.01	\$ 372.33
Conductor for Musicals**	\$ 331.00	\$ 344.24	\$ 358.01	\$ 372.33
Marching Band Director	\$ 1,788.00	\$ 1,859.52	\$ 1,933.90	\$ 2,011.26
Bowling	\$ 687.00	\$ 714.48	\$ 743.06	\$ 772.78
Weightlifting Head Coach	\$ 1,032.00	\$ 1,073.28	\$ 1,116.21	\$ 1,160.86
Weightlifting Assistant Coach	\$ 687.00	\$ 714.48	\$ 743.06	\$ 772.78
Exercise Room	\$ 828.00	\$ 861.12	\$ 895.56	\$ 931.39
Varsity Soccer	\$ 1,925.00	\$ 2,002.00	\$ 2,082.08	\$ 2,165.36
Jr. Varsity Soccer	\$ 1,439.00	\$ 1,496.56	\$ 1,556.42	\$ 1,618.68
Modified Soccer	\$ 1,239.00	\$ 1,288.56	\$ 1,340.10	\$ 1,393.71
Colorguard Head Coach	\$ 2,338.00	\$ 2,431.52	\$ 2,528.78	\$ 2,629.93
Colorguard Assistant Coach	\$ 825.00	\$ 858.00	\$ 892.32	\$ 928.01
Scorekeeper	\$ 28.00	\$ 29.12	\$ 30.28	\$ 31.50
Clock-keeper	\$ 28.00	\$ 29.12	\$ 30.28	\$ 31.50
Tutor	\$ 21.00	\$ 21.84	\$ 22.71	\$ 23.62
Detention Monitor	\$ 21.00	\$ 21.84	\$ 22.71	\$ 23.62
National Honor Society Advisor***	\$ 275.00	\$ 286.00	\$ 297.00	\$ 309.00

* Daily payment not to exceed (1/180) X Base Salary

The District, not the classes, will provide compensation for chaperone fees.

** Vocal Director and Conductor - if production does not occur due to circumstances beyond the advisors control, the advisor will be paid a minimum of one-half of the stipend.

*** Class and Club Advisors will not receive additional pay for chaperoning.

SALARY SCHEDULE "B"

STEP	BA 05-06	BA 06-07	BA 07-08	BA 08-09
1	\$33,041	\$33,840	\$34,640	\$35,440
2	\$33,619	\$34,495	\$35,329	\$36,164
3	\$34,038	\$35,098	\$36,013	\$36,883
4	\$34,795	\$35,535	\$36,642	\$37,597
5	\$35,433	\$36,326	\$37,099	\$38,254
6	\$36,450	\$36,992	\$37,925	\$38,731
7	\$37,155	\$38,053	\$38,620	\$39,593
8	\$37,914	\$38,790	\$39,728	\$40,319
9	\$38,732	\$39,582	\$40,497	\$41,476
10	\$39,724	\$40,436	\$41,343	\$42,278
11	\$41,004	\$41,471	\$42,215	\$43,142
12	\$41,945	\$42,808	\$43,296	\$44,073
13	\$42,495	\$43,791	\$44,692	\$45,201
14	\$43,268	\$44,364	\$45,717	\$46,658
15	\$43,898	\$45,172	\$46,316	\$47,729
16	\$44,621	\$45,830	\$47,160	\$48,354
17	\$45,773	\$46,585	\$47,846	\$49,235
18	\$46,587	\$47,787	\$48,634	\$49,952

All teachers whose 2004-05 salary was on or exceeded the 18th step on the 2004-05 schedule receives an increase of \$2,324 on their base salary for the 2005-06 school year.

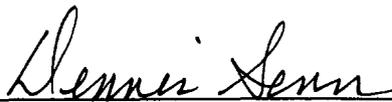
All teachers whose 2005-06 salary was on or exceeded the 18th step on the 2005-06 schedule receives an increase of 4.4% on their base salary for the 2006-07 school year.

All teachers whose 2006-07 salary was on or exceeded the 18th step on the 2006-07 schedule receives an increase of 4.4% on their base salary for the 2007-08 school year.

All teachers whose 2007-08 salary was on or exceeded the 18th step on the 2007-08 schedule receives an increase of 4.4% on their base salary for the 2008-09 school year.

EXECUTION OF CONTRACTUAL AGREEMENT

By virtue of agreements reached on or before June 30, 2005, modifying or continuing the provisions of the preceding agreement, this contract, as modified, is effective from July 1, 2005 through and including June 30, 2009 except as provided in Article I, Section 5.



DENNIS SENN, SUPERINTENDENT
HINSDALE CENTRAL SCHOOL DISTRICT



JULIANN FAIR, PRESIDENT
HINSDALE UNITED TEACHERS

6/21/05

DATE

6/21/05

DATE

