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Contract Database Metadata Elements

Title: **Hyde Park Central School District and Hyde Park Teachers Association (HPTA) (2008)**

Employer Name: **Hyde Park Central School District**

Union: **Hyde Park Teachers Association (HPTA)**

Local:

Effective Date: **07/01/2008**

Expiration Date: **06/30/2011**

PERB ID Number: **5329**

Unit Size:

Number of Pages: **52**

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AGREEMENT BETWEEN

HYDE PARK CENTRAL SCHOOL DISTRICT

AND

HYDE PARK TEACHERS' ASSOCIATION

July 1, 2008 - June 30, 2011

TABLE OF CONTENTS

PAGE

PREAMBLE 1

ARTICLE I - RECOGNITION 1

ARTICLE II - RIGHTS OF THE DISTRICT AND ASSOCIATION 1

ARTICLE III - SALARIES AND WELFARE BENEFITS 3

Section 1. Salaries 3
Section 2. Longevity 3
Section 3. Remuneration for Extra Assignments 3
Section 4. Course Work 4
A. College Credit 4
B. In-Service Credit 5
C. Ph.D. Stipend 5
D. National Board Certification 5
Section 5. Pay Schedule 5
Section 6. Welfare Benefits 6
A. Health Insurance 6
B. Health Insurance Buy-Out Option 7
C. Welfare Benefit Trust 8
D. Credit For Accumulated Sick Leave 8

ARTICLE IV - WORKING CONDITIONS 9

Section 1. Instructional Days 9
Section 2. Secondary Teaching Assignments 11
Section 3. Work Year 12
Section 4. Promotions, Transfers 13
Section 5. Class Size 14
Section 6. Substitute Teachers 15
Section 7. Jury Duty 15
Section 8. Transportation 16
Section 9. Telephone Facilities 16
Section 10. Damage to Personal Property 16
Section 11. Student Transfers 16
Section 12. Teacher Protection 16
Section 13. Personnel Files 17
Section 14. Disruptive Pupils 17
Section 15. Mentoring Program 18
Section 16. Reduction of Staff 19

TABLE OF CONTENTS (continued)

PAGE

ARTICLE V - LEAVES 19

Section 1. Sick Leave 19
Section 2. Personal Business Leave 20
Section 3. Major Religious Holidays 21
Section 4. Critical Illness or Funeral Leave 21
Section 5. Extended Leave Without Pay 22
Section 6. Child Care Leave 22

ARTICLE VI - GRIEVANCE PROCEDURE 23

Section 1. Objective 23
Section 2. Definition 24
Section 3. Adjustment of Grievances 24
A. Immediate Supervisor Level (Step 1) 24
B. District Level (Step 2) 25
C. Board Level (Step 3) 25
D. Arbitration (Step 4) 25

ARTICLE VII - PAYROLL DEDUCTIONS 27

Section 1. Service Fee 27
Section 2. Group Life Insurance 27
Section 3. Tax Sheltered Annuities 27

ARTICLE VIII - NO-STRIKE PLEDGE 27

ARTICLE IX - CONFORMITY TO LAW-SAVING CLAUSE 28

ARTICLE X - ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN 28

ARTICLE XI - SUSPENSION OF PAY 29

ARTICLE XII - NO SMOKING 29

ARTICLE XIII - MAINTENANCE OF STANDARDS 30

ARTICLE XIV - TRAINERS 30

ARTICLE XV - PROFESSIONAL DEVELOPMENT PLAN 31

TABLE OF CONTENTS (continued)

PAGE

ARTICLE XVI - ACADEMIC INTERVENTION PLAN 32

ARTICLE XVII - DURATION 32

APPENDICES

APPENDIX "A" SALARY SCHEDULE EXPLANATION 34
SALARY ADJUSTMENTS 34

APPENDIX "B" SALARY SCHEDULES 35

APPENDIX "C" EXTRA PAY SCHEDULES - INTRA-MURALS 38
EXTRA PAY SCHEDULES - INTER-SCHOLASTIC 39
EXTRA PAY SCHEDULES - CO-CURRICULAR 42
ASSIGNMENT TO COACHING AND EXTRA CURRICULAR POSITIONS 45
ATHLETIC EVENTS SUPERVISORS 45

APPENDIX "D" MISCELLANEOUS 46

APPENDIX "E" RETIREMENT INCENTIVE 48

PREAMBLE

THIS IS AN AGREEMENT by and between the Hyde Park Central School District (hereinafter sometimes called the "District"), party of the first part, and Hyde Park Teachers Association (hereinafter sometimes called the "Association" or "HPTA"), party of the second part. Wherever the Agreement refers to an action to be taken by the District, it is understood that the same may be acted upon by the Superintendent of Schools. The parties, in keeping with the provisions of the Public Employees Fair Employment Act (Article 14 of the Civil Service Law), also known as the Taylor Law, agree as follows:

ARTICLE I: RECOGNITION

1. The District recognizes the Association as the collective bargaining agent for all of the employees in the bargaining unit described herein with respect to the determination of terms and conditions of employment and to the settlement of grievances, as hereinafter defined, according to procedures hereinafter prescribed.

2. The Teachers' Bargaining Unit shall be composed of all tenured and probationary full-time members of the teaching staff of the District including all classroom teachers, special area teachers, librarians, speech therapists, school psychologists and school social workers regular full-time substitute teachers employed for a fixed term of one or more semesters, full-time long-term substitutes who continuously serve for one semester or more or who by appointment will serve in excess of one semester and guidance counselors. Not included in the bargaining unit are the Superintendent of Schools, the professional members of his/her administrative staff, the Principals, Vice-Principals, Assistant Principals and Directors. Itinerant substitute teachers, home teachers, and per diem teachers shall not be included within the Teachers' Bargaining Unit. The entire bargaining unit shall hereafter be referred to as "Teachers".

ARTICLE II: RIGHTS OF THE DISTRICT AND THE ASSOCIATION

1. Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Education of the District, or in any trustee or officer of the District including the Superintendent of Schools, by virtue of any provision of the New York Constitution, any statute of the State of New York, or by any rule or regulation of the State Commissioner of Education having the force and effect of law.

2. Nothing contained herein shall be construed to prevent any individual employee in the bargaining unit from (1) informally discussing any complaint with his immediate superior, or (2) processing a grievance in his own behalf in accordance with the grievance procedure hereinafter set forth.

3. The Association shall have the right to use District schoolhouses at all reasonable times for the purpose of conducting meetings relating to the business for which it has been organized, when such facilities are not otherwise being used for purposes of District programs. Requests shall be made in advance to Building Principals for such usage. The Association shall be required to reimburse the District for the cost of using photocopy and telephone equipment. The Association agrees to abide by the District Policy regarding acceptable use of District-owned computers.

4. Upon receipt of reasonable notice in advance, the Board of Education of the District shall make available to the representatives of the Association such information from District records as may be relevant to and necessary for use in negotiations, the resolution of grievances and in carrying out the general administrative processes of the Association.

5. The President shall have a maximum of four student contact periods per day. (At the elementary level, the President in addition to being relieved during his/her classes special assignments shall also be relieved from student contact for an additional 40 minutes.)

The parties understand that should the President be assigned K-5 in a school where the schedule does not permit this additional 40 minute release that they will meet to determine the best way to provide release time to the President. If they are unable to resolve any such dispute, the matter will be resolved through the arbitration process set forth in Article VI §3.D.

It is specifically agreed that the current schedule of the President permits this additional 40 minutes of release time.

Up to two Vice-Presidents shall continue to be relieved from all supervisory duties. Effective with the 2009-2010 school year, the HPTA 1st Vice President shall have his/her supervisory duty-free period scheduled for the last period of the day. There shall be no reduction in instructional responsibilities.

The Chief HPTA Building Representative in each school (one per building), will not be assigned such supervisory duties as: Study Hall, Hall Duty, Cafeteria Duty, and In-school Detention. Unless mutually agreed to by the District and the Association, under no circumstances will the Chief Building Representative be assigned a sixth instructional period.

It will be the responsibility of the other members of the unit to pick up their supervisory responsibilities to the extent possible.

Up to twelve (12) days per year, in the aggregate, may be taken with pay for official union business by the HPTA President or his/her designee(s). The HPTA will give the Superintendent

at least forty-eight (48) hours advanced notice when such day(s) will be taken, giving the name of the person and place of his/her attendance. In an emergency situation a reasonable effort will be made to give as much advanced notice as possible.

ARTICLE III: SALARIES AND WELFARE BENEFITS

1. SALARIES

The salary schedules are annexed hereto as Appendix A and B.

Effective in the first payroll in June 2009, all unit members employed as of that date shall receive a lump sum payment equivalent to two (2%) percent of salary. This lump sum payment shall be reflected in the steps and longevity schedule.

Effective July 1, 2009, the salary schedule, including longevity, and intra-murals, interscholastic, coaching, co-curricular, extra-curricular pay schedules and 6th period assignment, extra assignment, college credit, in-service credit, Ph.D. stipend, curriculum writing, mentoring, trainers and facilitators, committee, health insurance buy-out and lead teachers shall be increased by two and one-half (2.5%) percent as reflected in the text of this collective bargaining agreement and in the attached schedules.

Effective July 1, 2010, the salary schedule, including longevity, and intra-murals, interscholastic, coaching, co-curricular, extra-curricular pay schedules and 6th period assignment, extra assignment, college credit, in-service credit, Ph.D. stipend, curriculum writing, mentoring, trainers and facilitators, committee, health insurance buy-out and lead teachers shall be increased by two and one-half (2.5%) percent as reflected in the text of this collective bargaining agreement and in the attached schedules.

2. LONGEVITY

See Appendix B for longevity schedules.

3. REMUNERATION FOR EXTRA ASSIGNMENTS

The stipends are set forth in Appendix C.

4. COURSE WORK

A. College Credit

a. Graduate credits earned between the BA and MA columns of the salary schedule as a requirement for New York State Permanent Certification will be paid at the rate of $58.00 per credit hour in blocks of six credits to a maximum of 30 credit hours. Effective July 1, 2009 the rate will be paid at the rate of $59.00 and effective July 1, 2010 the rate will be paid at the rate of $61.00. As an alternative to salary credit, teachers with New York State Permanent Certification may request tuition reimbursement up to a maximum of $50.00 per graduate semester hour. Effective July 1, 2009, the maximum tuition reimbursement will be increased to $51.00 per graduate semester hour. Effective July 1, 2010, the maximum tuition reimbursement will be increased to $53.00 per graduate semester hour.

Except as otherwise provided in subdivision "B" of this article, in order to qualify for prior approval and salary credit or tuition reimbursement the course hours must either be in the teaching major or minor or in methods of teaching major or minor, or apply toward an advanced degree program in the teaching major or minor, or methods of teaching major or minor. Elementary teachers may satisfy this requirement by taking courses in general classroom teaching or in one of the subject areas considered part of the elementary curriculum.

Graduate credits earned between the MA and MA+30 columns will be paid in the amount of $58.00 per credit. Effective July 1, 2009 the rate will be paid at the rate of $59.00 and effective July 1, 2010 the rate will be paid at the rate of $61.00.

b. For courses outside of the teaching field, which are not part of an approved graduate program in teaching major or minor, or methods of teaching major or minor, and courses for which only undergraduate credit is granted, either tuition reimbursement up to a maximum of $50.00 per semester hour or additional salary compensation at the rate of $24.00 per semester hour may be granted, at the discretion of the Superintendent, provided the course is beneficial to the school system and approved in advance by the Superintendent. Effective July 1, 2009, the maximum tuition reimbursement will be increased to $51.00 per graduate semester hour or additional salary compensation at the rate of $25.00 per semester hour. Effective July 1, 2010, the maximum tuition reimbursement will be increased to $53.00 per graduate semester hour or additional salary compensation at the rate of $26.00 per semester hour.

c. Graduate semester hours completed beyond the BA degree requirements will be counted toward advancement to the BA + 30 or MA degree schedules. Graduate semester hours completed beyond the MA degree requirements will be counted toward advancement to the MA+ 30 schedule. Payments for credits beyond the MA degree which are not required for permanent certification will be paid if approved in advance by the Superintendent or his/her designee.

d. Graduate credits beyond Column D, to a maximum of thirty (30) credits, will be increased as follows:

Effective July 1, 2008 - $73.00
Effective July 1, 2009 - $75.00
Effective July 1, 2010 - $77.00

B. In-service Credit

a. Sixty Dollars ($60.00) of pay shall be granted for every fifteen (15) hours of District-sponsored in-service coursework for which the teacher presents a certificate of completion, to be paid for a period of five (5) years. Effective July 1, 2009, the rate will be increased to $62.00 and effective July 1, 2010, the rate will be increased to $63.00. The District will not sponsor video in-service coursework.

b. The enrollment levels and class composition of District-sponsored in-service courses shall be determined by the District and the instructor.

c. The Association may recommend in-service courses to the Superintendent.

C. Ph.D. Stipend

Each unit member who earns a Ph.D. in the subject area of instruction shall receive an annual stipend of $1,000.00. Effective July 1, 2009, the stipend will be increased to $1,025.00 and effective July 1, 2010, the rate will be increased to $1,051.00.

D. National Board Certification

Effective July 1, 2009, each unit member who earns National Board Certification shall receive an annual stipend of $5,000.

5. PAY SCHEDULE

A. Pay dates shall be attached to this Agreement. The schedule of pay dates for ensuing years shall be available in June of the preceding year.

B. Pay checks will be distributed on the last scheduled school day before the vacation when a pay date falls on a day on which school is scheduled to be closed.

C. It is recognized by both parties that implementing this Agreement may create problems for the District's Business Office and that the payroll department may have to establish special holiday pay period procedures in order to meet the requirements imposed on it by this Agreement.

D. Existing policy on summer school salaries will be continued, but all teachers who are certified in the subjects that they teach in summer school will be paid at a per diem rate equal to 1/200th of their annual salary. A full summer school work day shall consist of not more than

six (6) hours of instruction. The summer school salary policy shall not be applicable to employees in Federal programs.

6. WELFARE BENEFITS

A. Health Insurance.

1. (a) Effective January 1, 2010, the employee health insurance premium shall be increased to eleven (11%) percent, for active members only.

(b) Effective January 1, 2011, the employee health insurance premium shall be increased to twelve (12%) percent, for active members only.

(c) Effective July 1, 2008, the District will contribute ninety (90%) percent of the cost of whatever District-offered plan is chosen by an active member for individual, two person or family coverage, and the District will contribute ninety (90%) percent of the cost of whatever District-offered plan is chosen by current and prospective retirees for individual, two person or family coverage regardless of the date of retirement except as provided in the following paragraph:

Retirees who left employment in the 1993-94 school year will retain one hundred (100%) of individual benefit coverage or ninety (90%) percent of family coverage, and retirees who left employment in the 1994-95 school year shall retain ninety-five (95%) of individual benefit coverage or ninety (90%) of family coverage.

2. The District shall maintain two (2) person health insurance coverage through the District's plan, if available, or an HMO.

3. Dual Coverage Restriction for Spouses. Any unit member whose spouse is employed by the Hyde Park Central School District, whether or not within this bargaining unit, shall be restricted from dual enrollment in the District's health insurance plan and/or alternative HMO coverage to the extent that the spouses may not both enroll for family coverage or for one family coverage and one individual coverage. The spouses shall be entitled to a single family coverage or each to individual coverage. If both spouses are within this bargaining unit and a family coverage is decided upon, the spouses shall decide which one shall be enrolled for coverage. Unit members who are subject to the spousal dual health coverage restriction, shall receive the same buy-out payments, payable in monthly pro-rated installments, as those otherwise insured who voluntarily opt-out of the District's health insurance program as stated in Article III (6)(B) below.

Upon retirement, each spouse may enroll for individual coverage or family coverage may be maintained under the enrollment of only one of the spouses. Those unit members who retire subject to this restriction and who opted for family coverage (as referenced above) shall be assured the continuation of coverage for the surviving spouse and family members, if any, upon the demise of the spouse in whose name the coverage was placed at the

time of retirement. Upon divorce, whether during the time of employment or in retirement, the non-insured spouse shall be assured entitlement to coverage on an immediate basis, whereupon the buy-out, as referenced below, will be pro-rated.

The dual coverage restriction for spouses referenced in this section shall be applicable to both retirees and active employees. This means that the dual coverage restriction for spouses shall apply to: (a) a retiree of the District whose spouse is an active employee of the District; (b) a retiree of the District whose spouse is also a retiree of the District; and (c) an active employee with the District whose spouse is also an active employee of the District.

4. Section 125 Flexible Benefit Plan. The District shall provide a §125 Internal Revenue Code Flexible Benefit Plan to include all health-related costs (e.g., deductibles, co-pays, prescriptions, etc.) at no cost to the School District, through a third party administrator, as selected by the District with prior input from the HPTA.

5. The District shall provide a deferred compensation plan in accordance with Section 457 of the Internal Revenue Code.

B. Health Insurance Buy-Out Option. Unit members who are otherwise health insured may voluntarily opt-out of the District's health insurance program and receive a payment for opting out as follows:

Effective 7/1/08:
$1,600 per year if up to 79 buy-outs
$1,800 per year if from 80-84 buyouts
$2,000 per year if 85 buyouts or more

Effective 7/1/09:
$1,640 per year if up to 79 buy-outs
$1,845 per year if from 80-84 buyouts
$2,050 per year if 85 buyouts or more

Effective 7/1/10:
$1,681 per year if up to 79 buy-outs
$1,891 per year if from 80-84 buyouts
$2,101 per year if 85 buyouts or more

The employee must give written notice of opting out on or before May 31st for the period commencing July 1st of the following school year and must also produce proof of other health insurance at the time of making application for the buy-out.

Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable year. New hirees may opt out and receive this benefit on a

pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

In the event that a unit member leaves the employ of the District after receiving a buy-out payment, but before the end of the applicable time period covered by such payment, said unit member shall be obligated to repay the District on a pro-rated basis the amount of buy-out payment for the remaining part of the period of the buy-out. The District is also expressly authorized to deduct that amount from the remaining paycheck(s) of said employee in the event that re-payment is not otherwise made.

Unit members who are subject to the spousal dual health coverage restriction, as described in paragraph "6A.3." above, shall receive a buy-out payment of $2,450. Effective July 1, 2009, the buy-out payment shall be increased to $2,511 and effective July 1, 2010, the buy-out payment shall be increased to $2,574. Payment shall be payable in monthly pro-rated installments.

C. Welfare Benefit Trust

The welfare fund shall be administered by the Association for the purpose of providing dental insurance and other benefits for the members of the bargaining unit, except for defraying employee contributory costs towards health insurance coverage. The District will contribute $1,185.00 per unit member effective July 1, 2008; $1,235 effective July 1, 2009 and $1,285 effective July 1, 2010. The District shall have the right to periodically audit the books and records of the welfare fund and shall be indemnified by the HPTA against damages and attorneys fees regarding suits brought against the District involving the welfare fund, except with respect to the District's requirement to make payments pursuant to the following schedule:

1. July 1 - 50% of annual contribution;

2. January 1 - 50% of annual contribution.

D. Credit For Accumulated Sick Leave

a. A teacher retiring with twenty (20) or more years of regular teaching service in the Hyde Park Central School District shall be granted one (1) day's pay (based on 1/200th of the base teaching salary earned by the retiree in the final teaching year) for every two (2) days of unused sick leave accumulated beyond the first one hundred (100) days at the time of retirement, to a maximum of one hundred (100) days (subject to provisions of Article V.1). In calculating the payout of unused sick leave provided for in this Section for unit members not receiving the retirement incentive provided for in Appendix E, the District shall use a teacher's base salary, including only credits and longevity.

For unit members receiving the retirement incentive provided for in Appendix E, any other payments received by the unit member (including, but not limited to, any co-curricular stipends, extra-curricular stipends, intra-mural stipends, inter-scholastic stipends, mentor

stipends, training stipends, chaperone stipends, and health insurance buyout) in his/her employ with the District shall not be used in this calculation. In calculating the payout of unused sick leave between 40% and 50% of the unit member's final year salary provided for in Article III, Section 6(D), the District shall use only the teacher's base salary. This shall not include credits, longevity or any other stipend or payment received by the teacher in his/her employ with the District.

No payout under either Appendix E and/or Article III, Section 6(D) shall exceed 50% of the unit member's final year's salary as calculated in accordance with the above paragraph.

b. In order to receive the benefit as set forth in ¶a above, the teacher must give written notice to the Board of Education and Superintendent of intent to retire by February 1st for the purpose of retirement effective the June 30th of the school year.

c. Should a federal health insurance program be enacted which relieves the retired teacher of the need to maintain health insurance coverage under the District's Health Insurance Plan, the retiree shall upon withdrawal from the Health Insurance Plan (as provided for under this Agreement) and application to the Board, be reimbursed for the unexpended and unencumbered portion of the sum which the retiree had requested be applied to the payment of the employee-share portion of the monthly premium.

ARTICLE IV: WORKING CONDITIONS

1. INSTRUCTIONAL DAYS

A. Six-Day Cycle

The district will operate on a six day cycle, A-F.

All K-5 buildings will use a daily schedule consisting of nine 35-40 minute periods for the purposes of providing art, music, physical education and library science to all students on an equitable basis. There will be thirty (30) minutes of time at the beginning of the work day for teacher collaboration concerning program material. These nine 35-40 minute periods will also provide classroom teachers with one duty free preparation period per day, and a 40 minute duty free lunch. K-5 teachers will have no supervisory lunch duties. Teachers of music, physical education and library science will teach a maximum of seven 35 minute classes per day, six if same day travel is involved. Art teachers will teach a maximum of six 40 minute periods, five if same day travel is involved. Teachers who have same day travel will not have any supervisory duties. Every effort will be made to reduce same day travel, with a maximum of two schools per day when necessary.

B. Under normal circumstances, the time period for classroom responsibilities for teachers in grades K through 12 will be seven (7) hours.

C. In other than normal circumstances (e.g., during first week of school while bus schedules are being worked out, on days when weather conditions delay the buses), teachers will supervise their students until the departure of the buses.

D. Teachers in grade levels Kindergarten through Fifth will have a daily forty (40) minute duty-free, uninterrupted lunch period, and a thirty five (35)-forty (40) minute duty-free preparation period.

E. The last three (3) consecutive days of student attendance at the elementary schools will be scheduled as half days. Deviation from this practice will be allowed when it is anticipated that the minimum one hundred eighty day (180) requirement mandated by the Regulations of the Commissioner of Education can not met.

F. The foregoing schedule notwithstanding, the parties recognize that teachers have a basic responsibility to fulfill their obligations to students and parents in such activities as:

a. Supervising individuals or small groups of students requiring special help or seeking extra work.

b. Taking the initiative in scheduling conferences with parents.

c. Participating in discussion and review of curriculum and other school improvement studies, professional staff meetings, and in-service activities.

d. Attending a reasonable number of school activities such as open houses, PTA meetings, and student performances; provided, however, that with respect to attendance at student performances beyond one performance, the teacher shall entitled to the chaperone rate of pay as set forth in Appendix "D" hereto, covering extra and co-curricular activities. For the purpose of this provision, events shall also be considered as performances.

G. Hyde Park Extended Day Program

The Hyde Park Extended Day Program, approved by the Board of Education in April 2001, is an optional extension of the learning day.

Teachers who elect to teach in this program will be compensated at the rates set forth in Appendix D. Such compensation will include any reasonable professional preparation required to teach in the program.

Coordinator's stipends are listed per Appendix "D".

H. Any teachers required to score examinations given by permanent substitutes will be granted an equivalent amount of compensatory time.

2. SECONDARY TEACHING ASSIGNMENTS

A. Secondary teachers shall be scheduled for no more than six (6) assignments, of which no more than five (5) may be teaching.

Science teachers may be given six (6) teaching assignments provided one such assignment is a laboratory.

B. Teachers shall be entitled to a preparation period and time for lunch daily.

C. During September of each school year, the high school and middle school building representatives shall meet with the high school and middle school Principals, respectively, and/or a designee, to review the supervisory plan at their school.

D. Sixth Instructional Period

A sixth teaching assignment may be given to any certified teacher when the following conditions exist:

1. (a) Part-time vacancies within a department, for which no certified candidate can be found following reasonable district efforts to do so.

(b) Emergency situations, such as a long-term illness, for which no appropriate substitute can be found.

(c) No teacher will teach any class outside of his/her teaching certification areas.

(d) Probationary teachers will not be assigned a sixth assignment. In departments without tenured teachers, a probationary teacher may be assigned a sixth assignment upon mutual agreement of the parties. The association will not unreasonably withhold approval for such assignment.

(e) If a teacher assumes or is assigned such sixth instructional period, there will be no scheduled assignment of any and all supervisory duties.

(f) The assignment of a sixth (6th) instructional period shall be rotated within the affected departments by inverse order of seniority. However, volunteers will be selected based upon seniority. No teacher may be assigned two (2) consecutive sixth (6th) assignments except for short term assignments in two (2) consecutive years.

(g) Two consecutive classes of science laboratory instruction shall be considered a single period of classroom instruction. Any split laboratory

classes, e.g., not back to back, shall each be considered a single period of classroom instruction.

(h) The District shall have the right to solicit an unlimited number of volunteers to teach a sixth (6th) period.

(i) The District shall also have the right to assign up to five (5) teachers per year, exclusive of volunteers, to a sixth assignment.

(j) Unit members teaching a sixth period for a full year shall be compensated at the yearly rate of sixty-five hundred dollars ($6,500) per period. Effective July 1, 2009, the rate of compensation shall be increased to $6,663.00 and effective July 1, 2010, the rate shall be increased to $6,829.00.

(k) The maximum student load for a teacher assigned or volunteering for a sixth assignment in English, Math, Science, Social Studies and Foreign Language will be no more than thirty (30) students beyond existing total loads. The Commissioner's Regulations will be complied with by the District.

2. Short term 6th period assignments will provide instruction in cases where resignation, sick leave or other unforseen unavailability of faculty requires the use of a 6th teaching period. Emergency situations are defined to include the unavailability of substitutes, leaving students without appropriate instruction in the content area. Teachers assigned in such circumstances will be compensated at the rate of $42.00 per period. Effective July 1, 2009, the rate of compensation shall be increased to $43.00 and effective July 1, 2010, the rate shall be increased to $44.00.

3. <u>WORK YEAR</u>

A. The Superintendent shall provide the President of the Association with the school calendar for the upcoming year before it is proposed to the Board for final approval. Two weeks shall be allowed for consideration and receipt of suggestions and requests that the Association may wish to make. Upon adoption by the Board, the calendar for the ensuing school year shall be made available to unit members. Such calendar shall include established make-up days and planned school closing days.

B. The teaching year shall consist of 180 instructional days, as defined by the State for state aid purposes, plus an additional one (1) day for teacher conferencing or professional development and two (2) additional training days for professional development, and will be based on the building with the least number of aidable days for students in grades 1-12. The two (2) additional training days for professional development shall be scheduled between the period after Labor Day and the Friday after Regents exams. If a training or orientation topic is of such character that it must be scheduled before the start of the school year, one of the two (2) days

could be used for this purpose, but not contiguous to the Labor Day weekend; the Association will be consulted before setting the date.

C. In preparing the calendar for the year, it is recognized that more than 180 instruction days must be scheduled to allow for emergency school closings due to weather conditions, boiler failure, etc.

D. Teachers new to the District may be required to participate in up to three (3) days of orientation and training conducted prior to the start of the school year.

E. Teachers in the middle school and high school will be required to participate in one evening parent/teacher conference each year. During the first quarter, teachers in the elementary schools will be required to participate in one two-hour evening conference, to be scheduled on an already established parent conference half-day.

4. PROMOTIONS AND TRANSFERS

It is recognized that an optimum educational environment includes a teacher who is working within an area of special competence and in the school setting best suited to the teacher's personal circumstances. Therefore, professional employees covered by this Agreement are encouraged to express their desires for change in assignment. Teachers who desire a change in grade or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent of Schools as soon as practical, and under normal circumstances no later than March 1st.

All applications shall be in writing, addressed to the Superintendent, and shall set forth the school, grade or position sought, and the applicant's academic qualifications. Where such statement or application contains a multiple choice, the requests shall be listed in order of preference. Requests for change in assignment will be considered, should such vacancy occur, either during the school year or during the summer. Such requests should be renewed annually to assure active consideration by the Superintendent.

A. In filling a vacancy within the bargaining unit, the Board of Education and administration agree to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

B. During the school year, notices of all vacancies in the bargaining unit shall be prominently posted in an appropriate place in each school building and posted on the District website for five (5) calendar days prior to the closing date for filing applications. Such positions may be filled on a temporary basis pending the application process. During the summer months, notice shall be posted in a prominent place in each school building for five (5) calendar days prior to the closing date for the filing of applications and the Association will be furnished copies of all such notices at the time of posting. The District may give a preference in filling vacancies

to those bargaining unit members who have filed a written statement with the Superintendent pursuant to the introductory paragraph of this section.

The District shall also post prominently in each school building for the corresponding periods of time referenced above during the school year and during the summer months, all curriculum writing and in-service projects, as well as all coaching assignments and extra-curricular activity assignments.

C. All changes, transfers and reassignments pertaining to major grades, major subject areas or school building designations shall not be effected without a prior conference between the Building Principal or a designee and the employee involved. The preference of the employee involved will be considered when such changes, transfers and reassignments are contemplated. However, the final decision as to assignment of employees shall rest with the Superintendent of Schools. The Superintendent of Schools or the Building Principal shall notify employees involved of all final decisions as to changes, transfers and reassignments.

5. CLASS SIZE

A. Subject classes in the elementary and secondary area shall range between 25 and 30 pupils and for the secondary area the maximum class load shall not exceed 135. The maximum class load shall not apply in the areas of music, physical education, school nurse/teacher and guidance.

B. The physical size and safety conditions of a classroom shall be a factor in determining the number of pupils to be placed therein.

C. It is recognized that, although efforts will be made insofar as is administratively possible to establish uniformity, equality and consistency in class size, situations may arise which preclude strict adherence to the standards established therein.

D. An acceptable reason for exceeding optimum or maximum class size limitations set forth above may be any of the following:

a. There is no space available to permit scheduling of any additional classes on short time schedule.

b. Conformity to the class size objective would result in placing additional classes on short time schedule.

c. Conformity to the class size objective would result in the organization of half-classes.

d. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction, or for group or team-teaching

instruction, or for placement of pupils in a subject class of which there is only one in a grade.

E. In the event that it is necessary to assign a teacher to a class which exceeds the maximum size listed above, the Principal shall state and explain the reason for the assignment orally and in writing to the teacher and to the Superintendent of Schools. Such written statement of explanations shall be available in the office of the Superintendent of Schools for examination by representatives of the Association. Notices of assignments to oversize classes and explanations for such assignments shall be given to affected teachers by the end of the month of September of the school years covered by this Agreement.

F. In the event class load at the secondary level exceeds 135 students per teacher by reason of late registrants (i.e., after August 15), the District shall be allowed until October 1 to correct such overloads, notwithstanding the provisions of paragraph "A" above. The Association shall be given notice of cases in which class load exceeds the limit set forth in this provision.

6. SUBSTITUTE TEACHERS

A. The District will make every reasonable effort to obtain qualified substitutes for absent unit members.

B. Absent unit members, to the extent possible, shall prepare a useful set of plans for instruction. Each teacher shall maintain at least one day's current emergency lesson plan.

7. JURY DUTY

A. All professional employees who are called to jury duty shall notify their Principal and the Superintendent no later than the next working day following receipt of the notice. Employees shall request to be excused from jury duty so as to avoid interruption of the instructional program. The Superintendent will confirm and support such requests.

B. Employees who cannot be excused shall be released for jury duty. Such employees shall receive the difference between their regular daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he or she otherwise would have been scheduled to work.

C. Those teachers required to appear for jury duty who are released by noon shall be required to report to work.

8. TRANSPORTATION

When the District requires its employees to use their personal automobiles for travel on authorized District business, the employees shall be reimbursed for the expense of operating their automobiles at the IRS mileage rate. In the event that Board policy establishes a higher rate per mile, that rate shall apply to bargaining unit members. If such employees, required to transport themselves in their own automobiles on authorized District business, shall become involved in an accident with said automobile while acting in the performance of their duties and within the scope of their employment, they shall be reimbursed in an amount not to exceed $300.00 per occurrence or the deductible limit of the employee's insurance, whichever is less, for loss or damage to their persons or property or property attributable to such accident provided that such loss is not covered by insurance maintained by either the District or the employee and that the accident is reported as soon as is practicable to the Assistant Superintendent for Business.

9. TELEPHONE FACILITIES

The District shall make telephone facilities available in each school building so that employees of the bargaining unit may have access to such facilities for use in placing private local calls.

10. DAMAGE TO PERSONAL PROPERTY

The Board of Education will reimburse employees covered by this Agreement up to $350.00 per occurrence for personal clothing, glasses and jewelry damaged or destroyed in the course of maintaining discipline or restoring order, or as the result of an assault by a pupil, while the teacher is on duty in the school building, on school premises, or at other school-sponsored activities.

11. STUDENT TRANSFERS

After three weeks, changes in student schedules shall not be finally approved without prior consultation between the teacher or teachers involved and the Building Principal or a designee. However, the final decision as to approval or disapproval of such changes shall be made by the Building Principal.

12. TEACHER PROTECTION

Employees of the bargaining unit shall be required to report, in writing, immediately all cases of assault suffered by them in connection with their employment to their Building Principal or supervisor. The Building Principals or supervisors shall forward such reports to the Superintendent immediately. The Superintendent and the administration shall furnish information relevant to incidents of assault and the individuals involved in such incidents upon reasonable request by the employee affected.

13. PERSONNEL FILES

All teachers shall have the right, upon request, to review the contents of their personnel files. A representative of the Association may at a teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files, or a designee. One copy of any material included in the file shall be reproduced for the teacher upon request. The teacher's personnel file shall be defined as the file maintained in the office of the Superintendent of Schools. Parents' complaints will not be added to teacher files without a district investigation of underlying facts and notification of findings to the teacher. Investigations conducted under mandates of law, shall be conducted under the provisions of such law. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher, remove them from the file prior to a review of the file by the teacher. All communications, including evaluation by administrators, commendations, and validated complaints directed toward the teacher which are added to a teacher's personnel file, shall be called to the teacher's attention at the time of inclusion. The teacher shall acknowledge that such material has been read by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. Failure to sign and/or read such material shall result in having said refusal noted on the material by the administrator involved. The teacher shall have the right to make written answer to any material filed, and this answer shall be attached to the file copy. All teachers desiring to have commendations or other material regarding their professional qualifications made a part of their personnel files shall submit same to the Building Principal for transmittal to the office of the Superintendent.

14. DISRUPTIVE PUPILS

Whenever it becomes necessary to remove a pupil from the class because of misbehavior, the teacher directing the pupil's removal shall have the duty to meet with the Building Principal or a designee as soon as possible, and preferably on the day that the pupil is removed, for the purpose of discussing the behavior problem and the question of the pupil's readmission to class. Any pupil so removed from a class shall be sent immediately to a specified disciplinary officer, who shall be given notice in advance of the pupil's arrival, if possible. In appropriate cases, disruptive pupils may be referred to a guidance counselor. The final decision as to the re-admission of a disruptive pupil to class shall be made by the Building Principal. Whenever a teacher observes an incident which he or she considers necessary to report to the building administrator or school disciplinarian, the teacher shall submit a written report of the incident. The teacher shall be obligated to consult with the building administrator or school disciplinarian and the person involved with respect to the nature and degree of punishment warranted.

15. MENTORING PROGRAM

Recognizing that a quality mentoring program is essential to attracting, retaining and continuously improving the knowledge and skills of our teacher force, both parties agree to the establishment and maintenance of a teacher mentor program as part of the district's ongoing professional development. This induction and training program will provide systematic training and support for new teachers as well as tenured teachers having difficulty.

For new teachers, the program shall begin in August, not to exceed three days training. New teachers hired in mid year would be required to attend the new teacher training the following August.

The induction program shall continue for a minimum of two consecutive semesters.

The Hyde Park Mentoring Program will be specifically developed and revised annually by the Superintendent or his/her designee in collaboration with the PDC in sub-committee and the HPTA.

A new teacher induction program will include trained veteran staff who:

1. Assist with the transition into the profession and assimilation into the district.

2. Improve teacher effectiveness through classroom management training, skills in the use of best practices, knowledge and implementation of education research.

3. Promote the district's culture – its philosophy, mission, policies, procedures, goals, etc.

4. Succeed in increasing positive attitudes, a professional work ethic and a desire for new teachers to remain in the school district.

A quality mentoring program requires a commitment of time, effort and must be developed and viewed as a work in progress. Therefore, all hours of required training for veteran teachers may be applied to the 35 hour professional development requirement.

All hours of required instruction received by teachers may be applied to the 35 hour PD requirement. Both parties recognize that a quality mentoring program must be appropriately funded. No monies shall be dispersed or distributed until agreement on program specifics is reached between both parties and approved by the Board of Education. $40,000 annually shall be allocated to fund the program.

16. REDUCTION OF STAFF

The process that the District will follow in the event it should be determined by the Board that lay-offs are necessary will be as follows:

A. Should the Board of Education decide to eliminate or curtail a service, before eliminating or abolishing a teaching position the Superintendent or a representative shall survey the members of the affected grade level and/or subject (department) area to determine whether the specified elimination or abolition may be made through anticipated attrition.

B. If the Board determines that a lay-off is necessary, the teacher in the tenure area who has the shortest period of service in the District shall be the first to be released. In the event it is necessary to choose from among several teachers with equal length of service in the District, the decision of the Board shall be final.

C. Faculty members whose services are terminated as a result of a decision by the Board to eliminate or curtail a service shall be offered reassignment to vacant positions within the bargaining unit for which they are certified and qualified in the opinion of the Board.

D. In the event of lay-off, faculty members whose services were terminated will be placed on a recall list for the maximum period provided for by the law and will be recalled in the inverse order of lay-off should the eliminated or curtailed service be restored.

ARTICLE V: LEAVES

1. SICK LEAVE

A. Sick leave shall provide paid time off to be granted for personal sickness, personal injury, or physical disability and shall not include personal leave.

B. All teachers regularly employed by the School District who are absent from duty because of personal sickness, personal injury, or physical disability, shall be allowed sick leave at the rate of fifteen (15) days per year. Up to three (3) such days may be used each year for illness in the teacher's immediate family.

C. "Physical disability" shall include all illnesses or complications arising from pregnancy. For any absences in excess of the period of physical disability, the provisions of this Agreement regarding "Pregnancy Disability and Child Care Leave" shall be applicable.

D. Sick leave days may be accumulated to a total of 200 working days. The full allowance for the year shall be credited on the first scheduled day the employee reports for duty. If the teacher is unable to report on that day due to a covered illness, previous sick leave accumulation will then be available.

E. The Superintendent or Principal may require verification of the employee's condition by the attending and/or school physician.

F. Upon exhaustion of all banked sick leave bank days, the sick leave bank shall be renewable no more than two times during the school year. For the purpose of renewing the sick leave bank, the total days contributed by HPTA shall be matched equally by the District in the first year of this agreement and thereafter by unit member contribution. Teachers who accumulate more than 200 days may defer those days to the sick leave bank. Teachers electing to participate in such a bank shall submit to the District a waiver of no more than one day of accumulated sick leave. All teachers who have contributed to the sick bank shall be eligible to receive time from the sick leave bank. The bank shall be administered by a committee of three (3) representatives appointed by the District and three (3) representatives appointed by HPTA who shall act upon withdrawals. Withdrawals from the sick leave bank shall be limited to teachers who are involved in *catastrophic or* extended disability resulting from illness or accidents and who have exhausted their sick leave time. No teacher may withdraw more than 120 days from the bank per year. However, an exception will be made for women requesting sick leave use within the pre- and post-six week period of presumptive disability. They may qualify if their accumulated sick days have been exhausted. Any request for an extension of the six-week disability period due to pregnancy would require clear medical documentation that meets the criteria of contract language.

G. Any absences on account of personal sickness, personal injury or physical disability, which extend beyond the provisions listed above, may be considered separately by the Board of Education upon the recommendation of the Superintendent of Schools.

H. Sick leave shall be considered in conjunction with permanent disability.

I. Whenever a unit member is absent as a result of an injury or disability for which there is entitlement to pay under Workers' Compensation Insurance, the unit member shall be paid his/her salary subject to the deduction therefrom of the amount of Workers' Compensation salary payments, which absence shall not affect the unit member's accumulated sick leave.

2. PERSONAL BUSINESS LEAVE

A. Each full-time regular professional employee shall be entitled to two (2) days of leave for personal business during the year, non-cumulative. Personal leave means an activity that requires the teacher's presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.

B. An application for a personal business leave must be submitted in writing to the Principal at least two (2) days in advance (except in the event of an emergency, a shorter notice shall be acceptable). The employee shall be notified immediately as to the disposition of the application.

C. As a basis for uniformity within the school system, the following examples shall serve as a guide to the Principals in granting personal leave:

a. Legal business including court subpoena.

b. Death of a friend or relative not covered in critical illness leave.

c. Moving.

d. Attendance at a ceremony awarding a degree to the employee or a member of his immediate family.

e. Serious medical situations in the immediate family not covered by critical illness or funeral leave.

f. Matters of an emergency nature allowable at the discretion of the Superintendent.

If the reason is confidential, the teacher need state only the general nature of the activity that must be attended to during the time school is in session (e.g., legal business). In the event the request is denied, the decision of the Principal may be appealed to the Superintendent.

D. Teachers shall be allowed to add unused personal days to accumulated sick leave at the end of each year.

Personal business leave is not intended for the extension of holiday or vacation time.

3. MAJOR RELIGIOUS HOLIDAYS

Full-time regular professional employees shall be allowed three (3) days of paid leave per year for major religious holidays of their faith which require absence during school hours, provided arrangements for such leave are made at least two (2) days in advance with the Principal.

4. CRITICAL ILLNESS OR FUNERAL LEAVE

Regular professional employees shall be allowed paid leave for death or critical illness (i.e., serious, uncertain as to outcome) as follows:

A. Leave for critical illness or death in the employee's immediate family shall not exceed five (5) days per year.

B. Leave for critical illness or death in the immediate family of the employee's spouse shall not exceed five (5) days per year.

C. Immediate family shall be defined as father, mother, parent surrogate, spouse, sister, brother, child, grandparent or a dependent of the immediate household.

D. Leave beyond the five (5) days per year for death or critical illness in the employee's immediate family, or in the immediate family of the employee's spouse, may be approved by the Superintendent if circumstances appear to warrant the additional absence (e.g., more than one death in the immediate family).

5. EXTENDED LEAVE WITHOUT PAY

A. Leaves of absence without pay for reasons deemed sufficient by the Board may be granted for periods up to one (1) year, subject to renewal at the will of the Board.

B. Approval of leave by the Board may be contingent upon securing a suitable substitute or replacement.

C. To be eligible for a leave of absence, the teacher must have been continuously employed by the Hyde Park School District for a minimum of two (2) years.

D. All requests for leave and extensions or renewals of leave shall be submitted in writing to the Superintendent.

E. For teachers who are on probationary appointment, time spent on a leave of absence will not be counted toward the period of probation.

F. Sick leave days shall not accrue during the period of leave, however, unused sick leave days held at the start of the leave shall be reinstated when the teacher returns.

G. Written notice of intention to either return upon expiration of the leave or resign shall be given the Superintendent at least ninety (90) days prior to the expiration of the leave.

H. Ordinarily, time spent on extended leave will not count in the determination of the teacher's placement on the salary schedule, however, exceptions may be made at the discretion of the Board for good cause shown.

6. CHILD CARE LEAVE

A. Employees may apply for child care leave without pay. Such leave may be granted for up to two (2) years.

B. In special cases, e.g., miscarriage or infant death, provisions may be made by the Board for early termination of child care leave.

C. To assist in reaching decisions regarding granting child care leave, the teaching period prior to beginning the leave, termination of leave, and the resumption of teaching duties

following the scheduled termination of leave, the Superintendent may request certification of the employee's condition by the family or school physician.

D. For all employees who are on probationary appointments who request, and are granted a child care leave, the time that any such teacher is on child care leave will not be counted toward the period of probation.

E. In those cases where the teacher expects to be absent for the period two weeks before and four weeks after the birth of the baby, the provisions of the substitute teacher policy relative to the responsibilities of the classroom teacher shall apply.

F. Upon request, employees on child care leave must notify the Superintendent of their intent to return upon expiration of their leave. The Superintendent may request notification not more than ninety (90) days prior to the expiration of the leave. Under normal circumstances, the Superintendent shall request notification within forty-five (45) days of the termination of leave of five (5) months or less, and within ninety (90) days of the termination of leaves of a longer duration.

G. Adoptive Child Care Leave

A teacher adopting a child may receive similar leave without pay if requested within thirty (30) days after the assignment of the child.

H. All child care leaves will be scheduled so that the employee will return to work at the beginning of a semester.

ARTICLE VI: GRIEVANCE PROCEDURE

1. OBJECTIVE

A. It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they may arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

B. Grievances shall be submitted at the lowest level in which relief may be granted.

C. A grievance shall be deemed waived unless it is submitted within 30 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. Any grievance initiated by the HPTA on behalf of an employee(s) shall include a listing of all employee(s) affected by such grievance.

2. DEFINITION

A "grievance" shall mean a complaint by an employee in the bargaining unit that (1) there has been as to the employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that the employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any complaint or matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any other procedure established by the Board of Education or by any by-law of the Board of Education or (2) the Board of Education is without authority to act. As used in this article, the term "employee" shall mean also a group of employees having the same grievance. As used in this article, the term "day" shall mean calendar day. Winter and spring recesses shall not count in the calculation of days.

3. ADJUSTMENT OF GRIEVANCES

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

A. Immediate Supervisor Level (Step 1). Employees within the bargaining unit may either submit their grievance in writing to their immediate supervisor or submit a written complaint to their Association representative for filing with the supervisor.

The employee and the supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or appear with an association representative who may act in the employee's behalf, but where the employee is represented such employee must be present. Whenever a grievance is filed personally by an employee, the supervisor receiving the complaint shall report the same to the Association representative involved, and such representative shall be given an opportunity to attend the conference and to present the views of the Association with respect to the matter. After conference, the supervisor shall make a written decision as to the complaint. Copies of such decision shall be furnished to the aggrieved employee, the Association representative and the Superintendent of Schools within ten (10) calendar days after receiving the complaint.

a. The Association shall have the right to initiate grievance complaints grounded upon claims of a breach, misinterpretation or misapplication of this Agreement in instances where no individual members of the bargaining unit are willing to personally file a complaint. Whenever the Association exercises this right, adjustment proceedings shall be commenced at the District level (Step 2).

B. District Level (Step 2). If the grievance is not resolved at Step 1, the aggrieved employee, or an Association representative acting on behalf of such employee, may appeal to the Superintendent of Schools within ten (10) calendar days after the decision of the immediate supervisor is received. The appeal shall be made in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The name of the employee's Association representative, if any, shall also be set forth in the appeal statement. The Superintendent, or a designee, shall confer with the aggrieved employee and the Association representative with a view to arriving at a satisfactory resolution of the complaint. Notice of the conference shall be given by the Superintendent five (5) calendar days in advance. At the conference, the employee may appear personally or with a representative, who may act in the employee's behalf, but where the employee is represented such employee must also be present. In the event that the employee acts on his or her own behalf without representation, the Association shall have the same right to send a representative and to present its views as in Step 1. The Superintendent shall schedule a meeting with the aggrieved party and the Association within ten (10) calendar days of the receipt of the Step 1 appeal. After conference, the Superintendent shall render a written decision as to the complaint within ten (10) calendar days. Copies of such decision shall be distributed as in Step 1 within ten (10) calendar days after the statement of appeal is received.

C. Board Level (Step 3). If the grievance is not resolved at Step 2, the HPTA may appeal within ten (10) calendar days to the Board of Education or it may file with the District a demand for arbitration. The Board of Education or a committee thereof, at its option, may hold a hearing. If a hearing is held, the demand for arbitration shall be stayed pending a determination of the Board of Education. If the Board exercises this option, a hearing shall be held within ten (10) calendar days. A written decision by the Board shall be rendered within ten calendar (10) days. If the Board does not hold a hearing and the HPTA does not request a hearing, then the grievance may proceed to arbitration. If the Board does hold a hearing and the HPTA is not satisfied with the written decision, it may submit the grievance to arbitration within ten (10) calendar days after receipt of said decision.

D. Arbitration (Step 4).

a. Only the HPTA may process grievances through arbitration.

b. The parties shall select on a rotating basis from the following panel of arbitrators:

1. Howard Edelman;
2. Carol Wittenberg;
3. Thomas Rinaldo;
4. Susan Mackenzie;
5. Richard Adelman;
6. Ira Lobel;
7. Jay Siegel.

In the event an arbitrator from the above list is unavailable to serve, the next arbitrator on the list who is available will be selected.

c. If the grievance is not resolved at Step 2 or Step 3, if the Board hears the grievance, the Association may demand arbitration. Written notice of such demand shall be served by registered mail upon both the Clerk of the District and the Superintendent of Schools within fifteen (15) calendar days after the Superintendent's decision or decision of Board is received. The notice shall include a brief statement of the issues involved and the grounds upon which the arbitration is based. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings conducted by the arbitrator insofar as they relate to hearings and fees. Fees and expenses shall be borne equally by the District and the Association. The arbitrator shall render his decision not later than thirty (30) calendar days from the date of the closing of the hearings. Such decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the matters in issue. The arbitrator shall limit his decision strictly to the application and interpretation of this Agreement and shall be without power to make any decision:

i. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

ii. Involving Board discretion or Board policy under the provisions of this Agreement, under Board by-laws, or under applicable law or rules or regulations having the force and effect of law;

iii. Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under its by-laws, applicable law and rules and regulations having the force and effect of law.

d. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement and under applicable law and rules and regulations having the force and effect of law, will be accepted as final by the parties to the dispute and both will abide by it.

e. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement.

f. A grievance may be initiated at the appropriate level of authority for adjustment.

ARTICLE VII: PAYROLL DEDUCTIONS

1. SERVICE FEE

A. The Hyde Park Teachers Association shall notify the District of its yearly fee on or before September 15.

B. The District shall deduct such fee in twenty (20) equal amounts from the paychecks of all members of the Hyde Park Teachers Association unit and forward such amount to the Treasurer of the Hyde Park Teachers Association monthly.

C. The Association assumes full responsibility for the disposition of such funds so deducted once they have been forwarded to it by the District.

2. GROUP LIFE INSURANCE

Deductions shall be made from the salary of any employee of the teachers' bargaining unit who is insured under any group or group plan of life insurance of such amounts for the payment of the premium or premiums or payments thereon as such employee may specify in a writing filed with the District Fiscal Officer. Such amounts so deducted shall be transmitted to the insurer on behalf of the employee. Any such written authorization for premium deductions may be withdrawn by such employee at any time upon filing written notice of withdrawal with the District Fiscal Officer or designee (the Assistant Superintendent for Business). The employee shall bear the full cost of insurance coverage obtained in this manner.

3. TAX SHELTERED ANNUITIES

Deductions shall be made from the salary of any employee of the teachers' bargaining unit who desires to participate in a plan for the purchase of an annuity.

Such employee shall enter into a written agreement with the Board of Education of the District for the reduction of the employee's annual salary, as otherwise payable by law, for the purpose of funding the annuity to be purchased. Moneys deducted pursuant to such agreement shall be transmitted to the insurer on behalf of the employee. Any such agreement may be terminated by the employee at any time by the filing of a written notice of termination with the Board or its designee (the Assistant Superintendent for Business). The employee shall bear the full cost of annuity purchased in this manner.

ARTICLE VIII: NO-STRIKE PLEDGE

The Association and Board of Education recognize that strikes and other forms of work stoppage by teachers are contrary to law and to public policy. The Association and the Board of Education subscribe to the principle that difficulties shall be resolved by peaceful and

appropriate means without interruption of the school program. The Association therefore agrees that there shall be no strikes, work stoppage, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE IX: CONFORMITY TO LAW-SAVING CLAUSE

1. 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 therefor, shall not become effective until the appropriate legislative body has given approval.

2. Nothing contained herein shall be construed to deny any employee in the bargaining unit any rights which may be available to such employee under the United States Constitution, the New York Constitution or under any applicable statutes, laws or regulations of the State of New York or its departments and agencies except as otherwise provided for in the terms of this Agreement.

3. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

4. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE X: ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN

The Hyde Park Annual Professional Performance Review Plan will be created and developed by a district-wide committee and approved by the Board of Education on an annual or multi-year basis according to the goals, procedures and guidelines pursuant to Sections 101, 207, 215 and 305 of Education Law; subdivision of Section 100.2 of the Regulations of the Commissioner of Education.

The following establishes new evaluation guidelines and procedures superseding all other agreements and letters prior to the ratification of this agreement:

- A tenured teacher will be evaluated at least annually, using the form and criteria mutually agreed upon by the Association and District. A tenured teacher in good standing may elect an individual growth plan for two years out of a three year cycle with approval from the appropriate administrator. A teacher agreeing to an IGP may apply six hours of professional training time to the state's required 35 hours per year upon completion of the project. Tenured teachers viewed to be in need of improvement by the appropriate administrator may not avail themselves of this option.

- Non-tenured teachers will be observed at least twice yearly, once by January 15 and once by May 15. In addition to the traditional method of observations, the following methods of assessment may be used, providing there is agreement between the appropriate administrator and teacher, and providing alternative forms of assessment and evaluation have been properly built into the APPR plan and approved by the Hyde Park Board of Education.

- Written portfolio, including plans, resources, activities, assessment, sample student work

- Video-taped lesson including pre-lesson plan, and post analysis in collaboration with building principal

- Approved forms of self review

- Approved forms of peer review

Teachers having difficulty meeting district criteria for effective performance will be given support and an improvement plan in areas of deficiency. Such individuals will be appropriately mentored and re-evaluated within forty (40) school days of the implementation of the Teacher Improvement Plan.

ARTICLE XI: SUSPENSION OF PAY

In the event the Board of Education finds probable cause to convene §3020-a procedures against a tenured teacher, said teacher's right to pay may be suspended following ten (10) months of pay after the finding of probable cause, provided said teacher has been suspended from his or her duties. Should said teacher subsequently be reinstated, back pay shall be made retroactive to the date of suspension without pay unless directed otherwise by the §3020-a panel or reviewing authority.

ARTICLE XII: NO SMOKING

Unit members shall be prohibited from smoking on School District premises, within School District vehicles and within the several buildings of the School District.

ARTICLE XIII: MAINTENANCE OF STANDARDS

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

For the purpose of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. Where no such ruling has been made, reference to the United States Supreme Court and NLRB decision shall be made. The arbitrator shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.

ARTICLE XIV: TRAINERS

Teachers who agree to serve and are designated as trainers for District professional conferences shall receive compensation provided it is of at least thirty (30) minutes duration, as indicated in Appendix "D" during each year of this Agreement.

Trainers shall also receive an annual stipend as per Appendix "D" for service in a resource capacity for other teachers who seek their assistance.

All activities scheduled for teacher training will fall into one of the three (3) following categories:

> Awareness Level - Teachers will be exposed to and learn about a new concept, process, regulation, etc.
>
> Skill Development Level - Teachers will learn how to do something new; strategies to support the development of appropriate curriculum, instruction or assessment, for example.
>
> Leadership Development Level - Teachers will be trained to provide training to others. It will be clearly indicated to teachers that this is training to prepare them to train current and/or prospective unit members during mutually agreed upon training days and/or sessions. Every effort will be made to seek volunteers for leadership level activities. In the event that volunteers do not come forward for required training such as turnkey trainers for scoring, District administration and the HPTA leadership will work together to identify an appropriate system for determining participants.

All programs will be led by a trainer, and in some cases, facilitators will assist. Effective July 1, 2009 trainers will be paid at the rate of $36.00 per hour. Effective July 1, 2010 trainers will be paid at the rate of $37.00 per hour. Effective July 1, 2009 facilitators will be paid at the rate of $21.00 per hour.

All programs will have clearly articulated outcomes as indicated in the three levels outlined above.

ARTICLE XV: PROFESSIONAL DEVELOPMENT PLAN

The Hyde Park Professional Development plan will be created and developed by a Districtwide committee and approved by the Board of Education on an annual or multi-year basis according to the goals, procedures and guidelines pursuant to subdivision (dd) of Section 100.2 of the Regulations of the Commissioner of Education.

The plan will describe the methods and means of delivering thirty-five hours of professional development every year to every teacher; based on the instructional goals of the district.

The district will comply with the state regulations by providing 175 hours of professional development opportunities to all teachers holding professional certificates; 175 hours must be completed every five years. The success of the PDP will be measured for its impact on student achievement and teachers' practice.

The approved plan will include various ways for teachers to reach their 35 hour annual requirement, including but not limited to:

- A minimum of two teacher training days per year.

- Participation in discussion and development of curriculum and other school improvement studies, professional staff meetings and in-service activities. A maximum of two hours per month will be allocated to building principals and directors for the above stated purposes. These two hours shall be above and beyond the regular monthly faculty meeting traditionally used for administrative purposes. Teachers participating shall be given one additional compensatory day based on full year pro rata.

- An optional six hour individual professional growth plan for tenured teachers in good standing, in lieu of a traditional annual evaluation. This alternative shall be available to such teachers for two years out of a three year cycle. This professional growth plan shall be developed by the appropriate administrator and teacher, with final project approval granted by the building principal. When properly completed and assessed, the individualized growth plan shall entitle the tenured teacher to a credit of six hours toward the required 35 hours per year. Tenured teachers using the IGP for two consecutive years shall receive a formal evaluation in year three. Non-tenured teachers and tenured teachers receiving an unsatisfactory evaluation under the APPR Plan shall not be extended this professional development option.

- In-service courses approved in advance by the Superintendent or his /her designee providing these courses are in alignment with the goals of the Hyde Park PDP currently in effect.

ARTICLE XVI: ACADEMIC INTERVENTION PLAN

The district Academic Intervention Plan will be developed and created by a district-wide joint teacher - administration committee under the supervision of the Superintendent or his/her designee and approved by the Board of Education on an annual or multi-year basis in accordance with the goals, procedures and guidelines pursuant to Regulations of the Commissioner of Education.

The plan will describe the methods and means of effectively delivering academic intervention services during the school day.

In addition to existing state and local plans as outlined above, both parties recognize that additional mandates may be forthcoming, and/or district programs that are mutually desirable to both parties. Any provisions of such plans that impact mandatory subjects of collective bargaining shall be incorporated by the parties in subsequent memoranda of agreement.

The District will devise a record keeping template to be used by individual teachers to account for the contact time with students involved in the AIS service plan.

ARTICLE XVII: DURATION

1. This Agreement and each of its provisions shall be effective July 1, 2008 and shall continue in full force and effect until June 30, 2011. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this Agreement unless mutually agreed.

2. The parties further agree that negotiations for a subsequent agreement covering the year subsequent to June 30, 2011 shall commence no later than May 1, 2011.

FOR THE DISTRICT

Cora Stempel
SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION PRESIDENT

DATE June 10, 2010

FOR THE UNION

Ronald Perry
PRESIDENT

Helene Bozlinski
CHIEF NEGOTIATOR

DATE June 7, 2010

APPENDIX "A"

EXPLANATION

1. Schedule A – Bachelor's Degree. Teachers hired on or after June 1, 1996 shall not be eligible for step increments above step 5 on Schedule A.

2. Schedule B – Bachelor's Degree plus 30 graduate semester hours earned since completing requirements for Bachelor's Degree and Schedule A. Teachers hired on or after July 1, 1996 shall not be eligible for placement on Schedule B.

3. Schedule C – Master's Degree

4. Schedule D – Master's Degree plus 30 graduate semester hours earned since completing requirements for Master's Degree and Schedule C.

5. Teachers whose Master's Degree requires more than 30 credit hours shall be placed on Schedule C and be paid for those credits beyond 30 required for such degree.

SALARY ADJUSTMENTS

Salary adjustments that result from additional training will be made twice a year, in October and April. The effective date of these adjustments will be the month after completion of the course work. However, there will be no adjustments made in any given school year for work completed after February 15th of that year. It is the teacher's responsibility to see that all official transcripts are in the Superintendent's Office before any salary adjustments will be made.

HYDE PARK SCHOOL
DISTRICT
HPTA SALARY
SCHEDULE
2008-09

STEP	BA	BA+30	MA	MA+30
1	44,408	47,281	48,524	50,706
2	46,318	48,918	49,695	52,438
3	48,088	50,417	51,971	54,899
4	49,519	52,599	53,945	56,866
5	50,697	53,785	56,159	59,095
6	52,369	54,514	58,378	60,822
7	54,449	56,591	60,270	62,736
8	55,140	57,750	61,616	64,542
9	57,213	59,355	63,191	66,122
10	59,125	61,278	65,288	68,221
11	60,023	62,636	66,923	69,858
12	61,643	63,791	68,272	70,802
13	63,157	65,309	69,983	72,914
14	64,341	67,451	71,646	74,207
15	66,203	68,349	73,270	75,802
16	68,007	70,622	75,771	78,311
17	70,567	72,712	78,062	80,604
18	72,643	74,943	80,390	82,927
19	77,955	80,531	82,941	85,489
20			86,020	88,387
21			88,303	91,012

LONGEVITY	
23 YEAR	1,224
25 YEAR	2,448
27 YEAR	6,528
TOTAL	10,200

HYDE PARK SCHOOL
DISTRICT
HPTA SALARY
SCHEDULE
2009-2010

STEP	BA	BA+30	MA	MA+30
1	45,518	48,463	49,737	51,974
2	47,476	50,141	50,937	53,749
3	49,290	51,677	53,270	55,271
4	50,757	53,914	55,294	58,288
5	51,964	55,130	57,563	60,572
6	53,678	55,877	59,837	62,343
7	55,810	58,006	61,777	64,304
8	56,519	59,194	63,156	66,156
9	58,643	60,849	64,771	67,775
10	60,603	62,810	66,920	69,927
11	61,524	64,202	68,596	71,604
12	63,184	65,386	69,979	72,572
13	64,736	66,942	71,733	74,737
14	65,950	69,137	73,437	76,062
15	67,858	70,058	75,102	77,697
16	69,707	72,388	77,665	80,269
17	72,331	74,530	80,014	82,619
18	74,459	76,817	82,400	85,000
19	79,904	82,544	85,015	87,626
20			88,171	90,597
21			90,511	93,287

LONGEVITY	
23 YEAR	1,255
25 YEAR	2,509
27 YEAR	6,691
TOTAL	10,455

HYDE PARK SCHOOL
DISTRICT
HPTA SALARY
SCHEDULE
2010-2011

	2010-2011	2010-2011	2010-2011	2010-2011
STEP	**BA**	**BA+30**	**MA**	**MA+30**
1	46,656	49,675	50,980	53,273
2	48,663	51,395	52,210	55,093
3	50,522	52,969	54,602	57,678
4	52,026	55,262	56,676	59,745
5	53,263	56,508	59,002	62,086
6	55,020	57,274	61,333	63,902
7	57,205	59,456	63,321	65,912
8	57,932	60,674	64,735	67,810
9	60,109	62,370	66,390	69,469
10	62,118	64,380	68,593	71,675
11	63,062	65,807	70,311	73,394
12	64,764	67,021	71,728	74,386
13	66,354	68,616	73,526	76,605
14	67,599	70,865	75,273	77,964
15	69,554	71,809	76,980	79,639
16	71,450	74,198	79,607	82,276
17	74,139	76,393	82,014	84,684
18	76,320	78,737	84,460	87,125
19	81,902	84,608	87,140	89,817
20			90,375	92,862
21			92,774	95,619

LONGEVITY	
23 YEAR	1,286
25 YEAR	2,572
27 YEAR	6,858
TOTAL	10,716

Appendix "C"
Intra-Murals

Postion	Location	2008-09	2009-10	2010-11
Boys - Fall	RHS	1,388	1,423	1,459
Boys - Winter	RHS	1,852	1,898	1,945
Boys - Spring	RHS	1,852	1,898	1,945
Girls - Fall	RHS	1,388	1,423	1,459
Girls - Winter	RHS	1,852	1,898	1,945
Girls - Spring	RHS	1,852	1,898	1,945
Boys - Fall	HAV	1,388	1,423	1,459
Boys - Winter	HAV	1,852	1,898	1,945
Boys - Spring	HAV	1,388	1,423	1,459
Girls - Fall	HAV	1,388	1,423	1,459
Girls - Winter	HAV	1,852	1,898	1,945
Girls - Spring	HAV	1,388	1,423	1,459

Hyde Park Central School District
Inter-Scholastic

Position	Loc	2008-09	2009-10	2010-11
Athletic Trainer (Fall)	RHS	4,163	4,267	4,374
Athletic Finance Manager	RHS	2,259	2,315	2,373
Athletic Trainer (Spring)	RHS	4,163	4,267	4,374
Athletic Trainer (Winter)	RHS	4,163	4,267	4,374
Baseball Head Varsity Coach	RHS	3,706	3,799	3,894
Baseball JV Coach	RHS	2,789	2,859	2,930
Baseball Boys Modified Coach	HAV	2,321	2,379	2,438
Basketball Boys 7/8 Grade Coach	HAV	2,789	2,859	2,930
Basketball Boys 9th Grade Coach	RHS	2,789	2,859	2,930
Basketball Boys Head Varsity Coach	RHS	4,635	4,751	4,870
Basketball Boys JV Coach	RHS	3,249	3,330	3,413
Basketball Girls 7/8 Grade Coach	HAV	2,789	2,859	2,930
Basketball Girls 9th Grade Coach	RHS	2,789	2,859	2,930
Basketball Girls Head Varsity Coach	RHS	4,635	4,751	4,870
Basketball Girls JV Coach	RHS	3,249	3,330	3,413
Bowling Girls/Boys Head Coach	RHS	1,491	1,528	1,566
Cheerleading Advisor (Fall)	RHS	1,605	1,645	1,686
Cheerleader Advisor (Winter)	RHS	1,605	1,645	1,686
Cheerleader Asst. Advisor (Fall)	RHS	1,130	1,158	1,187
Cheerleader Asst.Advisor (Winter)	RHS	1,130	1,158	1,187
Cheerleading 7/8 Grade Coach (Fall)	HAV	880	902	925
Cheerleading 7/8 Grade Coach (Winter)	HAV	880	902	925
Crew Boys Freshman/Novice Coach	RHS	3,249	3,330	3,413
Crew Boys Varsity Coach	RHS	4,635	4,751	4,870
Crew Girls Freshman/Novice Coach	RHS	3,249	3,330	3,413
Crew Girls Varsity Coach	RHS	4,635	4,751	4,870
Cross Country Head Coach	RHS	3,249	3,330	3,413
Cross Country 7/8	HMS	2,321	2,379	2,438
Field Hockey Head JV Coach	RHS	2,792	2,862	2,934
Field Hockey Head Varsity Coach	RHS	3,706	3,799	3,894
Football 7/8 Grade Asst. Coach	HAV	2,321	2,379	2,438

Football 7/8 Grade Head Coach	HAV	2,789	2,859	2,930
Football Asst. JV Coach	RHS	2,789	2,859	2,930
Football Asst. Varsity Coach 1	RHS	3,249	3,330	3,413
Football Asst. Varsity Coach 2	RHS	3,249	3,330	3,413
Football Head JV Coach	RHS	3,249	3,330	3,413
Football Head Varsity Coach	RHS	4,635	4,751	4,870
Golf Head Coach	RHS	2,789	2,859	2,930
Gymnastics Asst. Coach	RHS	3,249	3,330	3,413
Gymnastics Head Varsity Coach	RHS	4,635	4,751	4,870
Lacrosse Boys Varsity Coach	RHS	3,706	3,799	3,894
Soccer Boys 7/8 Grade Coach	HAV	2,321	2,379	2,438
Soccer Boys Head JV Coach	RHS	2,789	2,859	2,930
Soccer Boys Head Varsity Coach	RHS	3,706	3,799	3,894
Soccer Girls Head JV Coach	RHS	2,789	2,859	2,930
Soccer Girls Modified	HAV	2,321	2,379	2,438
Soccer Girls Head Varsity Coach	RHS	3,706	3,799	3,894
Softball 7/8 Grade Coach	HAV	2,321	2,379	2,438
Softball Head Varsity Coach	RHS	3,706	3,799	3,894
Softball JV Coach	RHS	2,789	2,859	2,930
Tennis Boys Head Coach	RHS	2,789	2,859	2,930
Tennis Girls Head Coach	RHS	2,789	2,859	2,930
Track Co-Ed 7/8 Grade Asst. Coach	HAV	2,182	2,237	2,293
Track Co-Ed 7/8 Head Coach	HAV	2,321	2,379	2,438
Track Spring Boys Asst. Coach	RHS	2,789	2,859	2,930
Track Spring Boys Head Coach	RHS	3,706	3,799	3,894
Track Spring Girls Asst. Coach	RHS	2,789	2,859	2,930
Track Spring Girls Head Coach	RHS	3,706	3,799	3,894
Track Winter Asst. Coach	RHS	2,789	2,859	2,930
Track Winter Head Varsity Coach	RHS	3,706	3,799	3,894
Track Winter Asst. Coach	RHS	2,789	2,859	2,930
Volleyball 7/8 Grade Coach	HAV	2,321	2,379	2,438
Volleyball Head Varsity Coach	RHS	3,706	3,799	3,894
Volleyball JV Coach	RHS	2,789	2,859	2,930
Weightlifting I Club Advisor	RHS	1,458	1,494	1,531
Weightlifting II Club Advisor	RHS	1,458	1,494	1,531

Wrestling 7/8 Grade Coach	HAV	2,789	2,859	2,930
Wrestling JV Coach	RHS	3,249	3,330	3,413

Hyde Park Central School District
Co-Curricular

Position	Loc	2008-09	2009-10	2010-11
Art Club Advisor		1,152	1,181	1,211
Auto Mechanic Club Advisor		1,303	1,336	1,369
AVA Club Advisor		3,681	3,773	3,867
AVA Club Advisor		3,447	3,533	3,621
Bowling Club Advisor		1,491	1,528	1,566
Camera Person		594	609	624
Career Opportunities Club Advisor		1,475	1,512	1,550
Computer Club Advisor		1,608	1,648	1,689
Computer Club Advisor		499	511	524
Debating Club Advisor		2,644	2,710	2,778
Dramatics Club advisor		1,618	1,658	1,699
Ecology Club Advisor		1,491	1,528	1,566
Environmental Club Advisor		737	755	774
Environmental Club Advisor I		737	755	774
Fall Play Director		2,343	2,402	2,462
Foreign Exchange Club Advisor		1,615	1,655	1,696
French Club Advisor		1,491	1,528	1,566
Freshmen Class Advisor		1,092	1,119	1,147
Freshmen Class Asst. Advisor		731	749	768
Haviland Yearbook Advisor		1,944	1,993	2,043
Internal Accountant		3,782	3,877	3,974
Internal Accountant		1,828	1,874	1,921
Junior Class Advisor		1,735	1,778	1,822
Junior Class Asst. Advisor		1,249	1,280	1,312
Literary Journal "Fire & Ice" Advisor		1,242	1,273	1,305
Literary Journal "Fire & Ice" Asst. Advisor		798	818	838
Math League Club Advisor		1,266	1,298	1,330
Mock trial Advisor		1,266	1,298	1,330
National Honor Society Advisor		1,493	1,530	1,568
Newspaper "Epigram" (Editorial Advisor)		2,184	2,239	2,295
Newspaper "Epigram" (Productions)		2,036	2,087	2,139

Peer Leadership Club Advisor		746	765	784
Peer Mediation Club Advisor		746	765	784
Photography Club Advisor		1,475	1,512	1,550
Quiz Bowl Advisor		1,249	1,280	1,312
Radio Broadcasting Club Advisor		1,203	1,233	1,264
SADD Club Advisor		1,491	1,528	1,566
SADD Club Advisor		746	765	784
SADD Club Advisor I		746	765	784
School Store Manager		1,828	1,874	1,921
Senior Class Advisor		2,141	2,195	2,250
Senior Class Asst. Advisor		1,669	1,711	1,754
Service Club Advisor		1,429	1,465	1,502
Skiing Club Advisor		1,458	1,494	1,531
Skiing Club Advisor		1,491	1,528	1,566
Sophomore Class Advisor		1,590	1,630	1,671
Sophomore Class Asst. Advisor		1,092	1,119	1,147
Spring Musical Business Advisor		1,491	1,528	1,566
Spring Musical Director		2,876	2,948	3,022
Spring Musical Pit Orchestra Advisor		2,343	2,402	2,462
Spring Musical Set Construction Advisor		1,811	1,856	1,902
Spring Musical Vocal Advisor		2,343	2,402	2,462
Spring Musical Rehersal Pianist		1,065	1,092	1,119
Student Activities Club Coordinator		4,464	4,576	4,690
Student Council Advisor		4,272	4,379	4,488
Student Council Advisor		1,944	1,993	2,043
Student Publications Club		970	994	1,019
Student Publications Club I		970	994	1,019
Student Store Manager		1,693	1,735	1,778
Success Connection Club Advisor		2,499	2,561	2,625
Yearbook "Orbit" Advisor (13 months)		4,482	4,594	4,709
Youth Against Racism		1,583	1,623	1,664

Appendix D

Hyde Park Central School District
HPTA
Miscellaneous

Position	Location	2008-2009	2009-2010	2010-2011
Athletic Events Supervisors (chaperones)		44	45	46
Trainers		190	195	200
Trainers Presentation Time (hour)		35	36	37
Curriculum writing		20	21	22
SOAR		1,800	1,845	1,891
IMAGE		1,800	1,845	1,891
SOAR and IMAGE Teacher (hour)		42	43	44
Mentors (one intern)		1,500	1,538	1,576
Mentors (two interns)		2,500	2,563	2,627
CHAPERONES				
Evening Events Chaperone		42	43	44
Field Trip Evening Return after 6pm		42	43	44
Overnight Supervision (Monday-Friday)		100	103	106
Weekend Day Supervision		100	103	106
Saturday or Sunday Night Overnight		150	154	158
Friday Through Saturday Supervision		200	205	210
Friday Through Sunday Supervision		300	308	316

ASSIGNMENT TO COACHING AND EXTRA-CURRICULAR POSITIONS

1. In the event that unit members do not volunteer for coaching or extra-curricular positions, the following procedure shall be followed:

    a. The District shall appropriately advertise unfilled positions and be free to employ non-unit members at a rate of pay not to exceed the unit rate of pay.

    b. If there are no qualified non-unit members to fill such positions, then, the District with the assistance of the HPTA shall make additional efforts to secure volunteers.

    c. An incumbent non-bargaining unit person is entitled to "right of first refusal" for his/her current interscholastic and/or extra-curricular position.

    d. An incumbent bargaining unit member is entitled to "right of first refusal" for his/her current interscholastic and/or extracurricular position. The HPTA will not grieve the continued appointment of an incumbent non-unit person to an interscholastic and/or extra-curricular position.

ATHLETIC EVENT SUPERVISORS

The parties agree that each year the District shall post and fill eight (8) positions classified as Athletic Events Supervisors and eight (8) alternate Athletic Events Supervisors.

The District shall have the right to select non-unit members when filling these positions if capable candidates, as determined by the Administration, do not come forth from the unit.

In the absence of non-unit Athletic Events Supervisors, the District shall select Athletic Event Supervisors from unit members on a district-wide basis by utilizing a lottery system.

Athletic Events Supervisors and alternates, when scheduled for service, shall receive compensation at the rate of $44.00 per event during each year of the agreement. Paid-for events shall be limited to Varsity Football, Varsity Basketball and Junior Varsity Basketball. Once the assignment is accepted, Athletic Events Supervisors and alternates will be expected to serve when scheduled to serve.

The eight (8) persons selected as Athletic Events Supervisors shall be assured assignment to at least five (5) events.

Appendix "D"

Miscellaneous

Position	Location	2008-2009	2009-2010	2010-2011
Athletic Events Supervisors (chaperones)		44	45	46
Trainers		190	195	200
Trainers Presentation Time (hour)		35	36	37
Curriculum writing		20	21	21
SOAR		1,800	1,845	1,891
IMAGE		1,800	1,845	1,891
SOAR and IMAGE Teacher (hour)		42	43	44
Mentors (one intern)		1,500	1,538	1,576
Mentors (two interns)		2,500	2,563	2,627
CHAPERONES				
Evening Events Chaperone		42	43	44
Field Trip Evening Return after 6pm		42	43	44
Overnight Supervision (Monday-Friday)		100	103	105
Weekend Day Supervision		100	103	105
Saturday or Sunday Night Overnight		150	154	158
Friday Through Saturday Supervision		200	205	210
Friday Through Sunday Supervision		300	308	315

* This hourly rate for presentation time shall apply to trainers and other teachers who are called upon by management to make formal presentations to staff of at least thirty (30) minutes duration.

** Curriculum Development Writing and Requests for Proposals:

The parties agree that the District may establish the maximum number of hours which will be paid for a curriculum development and /or writing project prior to the time of the commencement of the project. Halfway through the agreed upon time, the participating teacher and the supervisor will meet to assess the progress and the teacher may, in an appropriate case, request additional time to allow for the completion of the project. The supervisor shall not unreasonably withhold his/her consent to such justifiable request.

The parties also acknowledge that it is in the best interests of the District for teachers to take educational initiatives and propose curriculum development or school improvement projects which may be compensated for as referenced in the paragraph immediately above. All requests for proposals shall be in writing and submitted to the Superintendent of Schools at which time the project work shall be described in detail and the criteria for acceptance and payment shall be determined.

A review of all actual sports teams and programs that are no longer utilized and/or new sports teams/programs that are not reflected in current language will be written.

APPENDIX "E"

RETIREMENT INCENTIVE

Unit members who give written notice to the Board of Education Clerk by February 1, before resigning for the purpose of retirement effective June 30th of the school year in which the unit member is first eligible to receive retirement benefits from the New York State Teachers' Retirement System, without penalty, shall be entitled to be paid a retirement incentive benefit equal to 40% of their final year's salary (includes base salary, credits and longevity) plus the amount of money otherwise due pursuant to the provisions of Article III(6)(E)(a); provided, however, that the combined incentive resulting from the provisions referenced above shall not exceed 50% of the unit member's final year's salary.

In addition to the benefit referenced above, unit members who retire pursuant to this early retirement incentive plan shall be entitled to District contributions toward the cost of health insurance premiums as set forth in Article III (6) (c).

The retirement incentive payment shall be made between June 30th and November 30th of the calendar year in which the retirement becomes effective.

Within the parameters set forth by the Internal Revenue Service, unit members shall contribute all of their retirement incentives to a 403(b) retirement plan