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TA | 5186

AGREEMENT

between

THE HAMILTON TEACHERS' ASSOCIATION

and

THE SUPERINTENDENT

July 1, 2008 – June 30, 2013

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 17 2009

ADMINISTRATION

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RECOGNITION

The Board of Education of the Hamilton Central School District having determined that the Hamilton Teachers Association is supported by the majority of the teachers in the unit consisting of all probationary, tenured, part-time teachers, school nurse, and long-term substitute teachers (working continuously at least the equivalent of one full semester) except the Superintendent, full-time administrators, BOCES employees, per diem substitutes, and all other employees of the District, hereby recognizes the Hamilton Teachers Association as the exclusive negotiating representative for all employees in such unit.

Long-term substitutes shall be excluded from application of the following provisions of this agreement: Articles I, IID, IIF, and V. The application of Article XII shall be limited to a minimum of one evaluation per semester of employment.

Article I

Sabbatical Leave Policy

- A. The Board of Education may grant Sabbatical Leave of Absence to members of the professional staff of the Hamilton Central School upon recommendation for such leave by the Superintendent of the school. Such leave shall be predicated upon the fact that the professional qualifications and competence of the staff member and the general welfare of the public schools of Hamilton will be benefited by such a leave.

Any professional employee of the Hamilton Central School who meets the qualifications shall be eligible to apply for Sabbatical Leave.

- B. Conditions and Requirements for Qualification
1. Applicant must hold a Life or Permanent Teaching Certificate.
 2. Applicant must have been in the employ of the Hamilton Central School seven (7) consecutive years, during which period satisfactory service has been rendered as a full-time employee
 3. Subsequent Sabbatical Leaves may be granted after eligibility has been re-established by another period of five (5) consecutive years of satisfactory service as a full-time employee. Should more than one application for Sabbatical Leave be received in any one year, those individuals who have not previously received such leave will receive preference over those who have.

4. One (1) member of the professional staff may be granted a Sabbatical Leave in one year.
5. The Sabbatical Leave may be granted for a period of not more than two (2) full consecutive semesters at half pay, or one semester at full pay.
6. An employee on Sabbatical Leave shall be entitled to any automatic salary increment or any other automatic raise authorized by the Board of Education. Other benefits such as retirement, insurance, and sick leave shall be maintained during that time.
7. The applicant shall file with the Clerk of the Board of Education a written agreement stating that he/she will remain in the service of Hamilton Central School for a period of two (2) years after the expiration of the Sabbatical Leave granted. Default of this agreement shall be governed by conditions stated in the following sections.

C) Purpose of Sabbatical Leave

Sabbatical Leave is given to professional employees to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for other types of experiences will be considered on their merit and may be approved by the Board of Education upon recommendation of the Superintendent.

All applications for Sabbatical Leave must be filed with the Superintendent by February 1. The applicant shall be notified within forty-five (45) days after the due date for filing of the acceptance or rejection of his/her application.

In the event the Superintendent fails to recommend a leave request to the Board of Education, he shall provide the applicant a written explanation of his reason(s) for such action.

In the event the Board of Education fails to grant a Sabbatical Leave recommended by the Superintendent it shall provide the applicant a written explanation of its reason(s) for such action and provide the applicant an opportunity to address the Board, after which the Board's decision will become final.

D) Criteria for Selection

1. Professional Quality of the Application
 - a. Objectives
 - b. Potential benefit to the District
 - c. Potential personal growth
 - d. Comprehensiveness and specificity

2. Seniority in the School System
3. It is understood that denial of an application solely for budgetary reasons is improper.

E. Report to the Board of Education

A final report shall be filed at the completion of the leave and shall contain the following:

1. Official transcript
2. Experience gained
3. Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to benefit the Hamilton School System.

F. Failure to Complete Requirements

1. In the event that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid by the Board shall become due immediately and all future payments shall cease.
2. In the event the employee completes the program satisfactorily, but does not return to the Hamilton School System as agreed in writing, he/she shall repay the Board of Education within two years, the entire sum received by him/her from the Board of Education during his/her leave and an agreement stipulating the means of repayment will be signed by the employee.
3. In the event that an employee does not remain in the employ of the Hamilton Central School District for the two (2) full years immediately following his/her Sabbatical Leave, he/she shall, within two (2) years, repay the Board of Education an amount of money which shall be equal to the services not completed following the leave. This does not apply in cases where an individual becomes incapacitated and cannot work, or in cases wherein the Board of Education waives the rule in its sole discretion by reason of unusual circumstances.

G. Return to Service

1. Upon expiration of Sabbatical Leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status and pay, subject to the certification and tenure laws.

2. An employee shall not be considered as having fulfilled the Leave requirements until the Board has approved the final report, indicated earlier, which must be filed within thirty (30) days after the employee returns to active duty.

Article II

Leaves

A. Sick Leave

1. Each employee covered by this Agreement will be credited with fifteen (15) days of paid sick leave at the beginning of each school year.
2. In the event an employee does not commence employment in September, the fifteen (15) days shall be prorated and fully credited on the basis of 1.5 days for each month in which the employee is employed. If an employee goes on unpaid leave, after the school year begins, the 15 days shall be prorated and credited on the basis of 1.5 days for each month in which the employee is employed.
3. Paid sick leave may be taken for personal illness or disability.
4. Regular part-time employees will receive proportionate benefits under this Article.
5. Annual unused sick leave may accumulate to a maximum of two hundred fifty (250) days.
6. An employee who intends to be absent from work shall notify his/her supervisor or substitute registry no later than 6:30 AM by telephone of his/her inability to report to work due to sickness or disability.
7. The Superintendent may, at his/her discretion, require a physician's statement as proof of illness for any period of absence due to illness which extends beyond five (5) consecutive school days. Such statement shall be obtained by the employee from the medical practitioner of his/her choice. The employee shall submit any bill for such statement to the insurance carrier(s) for payment; and after such payment, the District shall bear any reasonable cost beyond that covered by insurance.

B. Family Emergency Leave

1. Up to eight (8) days of paid sick leave shall be available each year for sickness, death or disability of a member of the employee's family

including spouse, parent, grandparent, sister, brother, child, grandchild or any person who is a member of the employee's household.

2. Under extenuating circumstances of death or critical illness within the teacher's family, the teacher may apply to the Superintendent to use any number of paid sick leave days up to the total number of his/her accumulated sick leave days.
3. The Superintendent reserves the right to grant or deny such leave under Section B.2, which will not be withheld if the District's educational requirements permit the teacher's absence. Such leave is deducted from the employee's accumulated sick leave.

C. Personal Business Leave

1. Three (3) days of the fifteen (15) days of paid sick leave may be designated and used as paid personal business leave. A fourth day may be taken if needed for religious observance.
2. Paid personal business leave will be deducted from the accumulated paid sick leave.
3. The minimum amount of paid personal business leave which may be taken at any one time is one-half (1/2) day.
4. The employee must give notice in writing as far in advance as possible, and except for emergencies, at least three (3) days in advance unless approved otherwise by the appropriate administrator.
5. Paid personal business leave is typically used for a required attendance at a court or administrative proceeding, family/ceremonial events (e.g. wedding, college visit, graduations, etc.), emergency at home, and any other personal business which can be taken care of only during regular working hours. No paid personal leave may be taken for or to extend a vacation or a holiday.
6. Personal business leaves will only be approved for those reasons noted in #5 and for any other personal business that can only be scheduled on that specific date.

However, no paid personal business leave may be taken prior to or immediately following a long weekend, a holiday or vacation. In the event of extenuating circumstances requests with reason may be submitted, in writing, to the superintendent for consideration.

7. The parties agree that no paid personal business leave days should be taken during any state examination period, workshop days or conference days, except as determined by a conference between the employee and the appropriate administrator.
8. Three (3) consecutive personal days shall require a conference with the administrator at the time of request.
9. All unused paid personal business leave will be credited to each employee as paid sick leave for record keeping purposes.

D. Unpaid Leave

1. A tenured teacher or school nurse with three (3) or more years of service to the district may apply to the Board of Education for an unpaid leave of up to two years if:
 - a. He/she is unable to work because of sickness or disability and his/her paid sick leave allowance has been exhausted; or
 - b. He/she demonstrates some other extraordinary circumstances, and the leave will be of benefit to the district; or
 - c. The request is for child rearing purposes.
2. At the time the unpaid leave is requested, a clear statement of the duration of the leave sought must be given.
3. The starting and terminating dates of a requested leave should not occur during a semester, e.g. if the need for the unpaid leave is expected to begin in October, leave should be requested as of the beginning of the fall semester under usual circumstances. The teacher agrees to notify the Superintendent at least 90 days before the end of the semester for a full-year leave and 45 days before the end of the semester for a half-year leave whether or not he/she intends to return to full-time service at the completion of the unpaid leave.
4. No action taken by the Board of Education upon any application for an unpaid leave of absence shall constitute a binding precedent or past practice.

E. Association Leave

1. The District shall make available ten (10) days of paid Association Leave for employees designated by the Hamilton Teachers Association.

2. Applications for such leave shall be made to the Superintendent by the Association at least two (2) work days in advance of the day on which such leave is to commence.

F. Sick Leave Bank

1. A sick leave bank for extended leaves of absence due to illness or injury will be established and administered within the guidelines set forth herein:
 - a. The purpose of the Sick Leave Bank is to provide additional sick leave in cases of unforeseen, long term personal illness or injury or chronic illness which necessitates additional sick days beyond accumulated sick leave.
 - b. Unit members who wish to do so may participate in a sick leave bank program.
 - c. There shall be an established Sick Leave Bank Committee consisting of the Association President or his/her designee, the Superintendent or his/her designee, and the School Physician who shall act in an advisory capacity only.
 - d. The Sick Leave Bank Committee is empowered to promulgate reasonable rules and regulations concerning the operation, maintenance and assessment of days from members.
 - e. All rules and regulations of the Sick Leave Bank Committee shall be made available to participating unit members.

Article III

Salary

A. Schedules:

1. The salaries of all teachers in the Hamilton Central School District will be based upon the salary schedules attached as Appendix A. Each year every teacher will advance automatically one step above the step agreed upon in the previous working contract until the last automatic step is reached.
2. However, the parties agree that a provisionally certified teacher must actively pursue permanent certification in a planned, systematic fashion. After three (3) years have lapsed on a provisional certificate, a teacher must have accumulated a minimum of 12 hours toward permanent certification to advance to the next step on the salary schedule. After four

(4) years have lapsed, a teacher must have accumulated a minimum of 18 hours toward permanent certification to advance to the next step on the salary schedule.

3. Any provisionally certified teacher denied a step because of the foregoing clause will be restored to the appropriate step when conditions for permanent certification have been met.
4. Effective July 1, 2006, the District may award an optional “signing bonus” as noted below to newly employed teachers who are certified in an area in which recruitment is difficult. A position shall be deemed difficult to recruit if there are fewer than seven (7) certified applicants for a position or as otherwise mutually determined by the District and Association.

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$1,040	\$1,082	\$1,128	\$1,173	\$1,220

B. Nurse Compensation:

Effective July 1, 2006, the nurse salary schedule shall be based on 80% of the teachers’ salary schedule. In addition, nurses shall be eligible for longevity and retirement award payments prorated at the above percentages. The nurse shall be eligible for the following retirement award based upon the number of his/her unused sick days beyond 165 days times the below rate, provided the criteria (Article III C-1) are met in relation to the position of school nurse.

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$100	\$104	\$108	\$112	\$116

C. Retirement Award

Any teacher who meets the criteria below shall be eligible for a retirement award based upon the number of his/her unused sick days up to 250 days times the following:

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$120	\$125	\$130	\$135	\$140

1. Criteria:
 - a. Reached Step 15 or more on the salary schedule.
 - b. Worked as or equivalent to a full-time teacher with ten (10) or more years of service to Hamilton Central School (e.g. half-time teacher working for 20 years).

- c. Submits letter of resignation by February 15 of the school year stating that this will be the final year of service to Hamilton Central School.
- d. Must be eligible for a stipend from the New York State Teachers' Retirement System no later than December 31 of the year of resignation and with June 30 as the last date of employment.

2. Waiver:

In case of illness or disability, the February 15 notice shall be waived and resignation may occur at times other than the end of the school year.

3. Method of Payment:

One lump sum payment is to be issued in the first pay cycle of August of the subsequent school year.

D. Severance Pay:

Any teacher who meets the following criteria shall be eligible for reimbursement of unused sick days at a rate noted below per diem to a maximum of 200 days.

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$57	\$59	\$62	\$64	\$67

- 1. Employed as a full-time teacher 20 or more years at Hamilton Central School.
- 2. Reason for leaving Hamilton Central School does not result from a disciplinary proceeding.
- 3. Submits resignation in writing to District at least seventy (70) calendar days in advance of effective date.

A teacher eligible for both the retirement award and the severance pay option may take advantage of only one (1) option.

E. Method of Salary Payment:

Due to changes in IRS Regulations, if a school employee wishes to defer compensation due in one calendar year to the next calendar year by spreading their salary out beyond the regular ten month work year (over a twelve (12) month period) versus the school year (September to June), the following requirements must be agreed to:

1. The teacher (or other employee) give a written (or electronic) election to the school district that notified the school district that the employee wants to spread out their compensation.
2. The election must be made before the beginning of the school year (before the first day of school in September).
3. The election must be irrevocable, so that it cannot be changed after work begins.
4. The election must state that the employee will receive his/her pay over twelve (12) months, by means of (fill in applicable numbers: i.e. 21, 22, etc.) paychecks starting with the beginning of the school year.

All personnel will receive payment for services rendered every other Friday beginning with the second Friday school is in session. If a Friday payday falls on a non-school day, payment shall be made on the last school day prior to that Friday, unless the revised pay date would occur in a different calendar year. If such date occurs in another calendar year, the employee shall have his/her check mailed or direct-deposited on the actual Friday payday.

F. The District shall provide the following payroll adjustments after receiving appropriate written authorization from a teacher:

1. Direct deposit
2. Union dues deduction
3. Credit union
4. Vote COPE

Salary agreements will be presented to the members of the Hamilton Teachers Association prior to May 1 or within ten (10) working days of the signing of the negotiated contract, whichever is later.

G. Longevity:

The District agrees to pay eligible teachers for each five (5) years of service to Hamilton Central School.

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$981	\$1,020	\$1,063	\$1,106	\$1,150

Professional Growth – Teachers will be eligible for a longevity increment upon completion of an approved professional development program, consisting of a minimum of twenty (20) hours, during each longevity period (5 years). A Professional Growth Committee, consisting of the Superintendent, Secondary Principal, Elementary Principal, and three (3) teachers selected by the Association will develop the criteria for approved programs and monitor the process. The District will continue to participate in the staff development programs through the Madison-Oneida BOCES, which would be one source of professional

development opportunity for teachers. As per Article IX, the District will continue to provide monies for conference which, upon approval, are another source of professional development. Approved graduate college courses are another source.

For teaching service rendered outside of Hamilton Central School, the following formula will be used toward longevity increment:

<u>Years Service Outside The District</u>	<u>Years Credit Toward Longevity Increment</u>
10	5
9	4
8	4
7	3
6	3
5	2
4	2
3	1
2	1
1	0

H. Graduate Degrees:

The District agrees to pay for a Master’s Degree, CAS, or Doctorate earned (limit of two (2)) as follows:

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$1,146	\$1,192	\$1,243	\$1,293	\$1,345

I. Graduate Hours:

The term graduate hour shall be defined as one hour post-baccalaureate credit earned at, and registered with, an institution granting the Masters and/or Doctoral Degrees. To be eligible for the new remuneration rate credit hours received after July 1, 1975 must conform to the preceding definition.

In-service credit supplied toward salary must be in clock hours of instruction, approved by the Board of Education and may be applied with a maximum of six (6) hours. Each in-service credit shall have a credit life of five (5) years, then it will be removed. All present in-service credits (July 1, 1982) to be permanently retained.

Teachers will be paid for graduate hours at a rate noted below of graduate study hour in blocks of six (6) to a maximum of sixty (60). Upon completion of a six

(6) hour block, a teacher must apply and submit proof of credit (original transcript) for the appropriate salary adjustment.

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$110	\$114	\$119	\$124	\$129

Article IV

Insurance

A. Health Insurance:

1. The District will provide all eligible unit employees and retirees with health insurance coverage under the Blue Preferred PPO provided by Blue Cross/Blue Shield of Utica-Watertown through the Madison-Oneida-Herkimer HealthCare Consortium. The following riders shall be attached to the basic plan.
 - a. In patient detoxification and treatment of alcohol and substance abuse
 - b. Waiver of in-network deductible
 - c. Durable medical equipment and prosthetics
 - d. \$35 co-payment for emergency room, waived if admitted
 - e. Family planning and artificial insemination services with a coinsurance amount of 50% for In-Network Artificial Insemination services
 - f. 325 additional Home Health Care Visits all calendar year
 - g. Up to 120 days per calendar year for skilled nursing facility services
 - h. Additional Blue Preferred PPO Benefits with zero deductible in-network benefit, \$100 individual deductible out-of-network with family maximum of \$300 per calendar year deductible, out-of-pocket maximums for in-network emergency room benefits and disposable medical equipment is \$500 for individual and \$1,500 for family aggregate per calendar year. Out-of-network individual is \$1,000 and family aggregate \$2,500 per calendar year; urgent care center coverage, routine eye examination; inpatient mental health facility and services, out patient mental health services, and out patient alcohol and substance abuse treatment
 - i. Short Term Therapy and Cardiac Rehabilitation which specifically covers the services of a physician or skilled medical personnel
 - j. Coverage to age 25 for qualifying dependents who are full-time students
 - k. Student medical leave
 - l. Inpatient Mental Health is a "Paid-in-Full" benefit
 - m. Waiver of co-insurance for covered services in network with the exception of Artificial Insemination services
 - n. Waiver of any pre-existing condition waiting periods
 - o. Removal of continuity of care provisions from Section IV (C) (1)

- p. Prescription drug coverage with co-payment of \$10 for generic, \$20 for preferred brand name, and \$35 for non-preferred brand name, with double co-pays for a 90 day supply of maintenance medication through the mail order pharmacy. The prescription drug coverage shall continue to have an open formulary with no drugs denied because of costs.
- q. Government program eligible members
- r. Deletion of Paragraph C from Section 10 of plan.

If the Consortium offers a Rider for 60 day in patient physical rehabilitation services then it will become an included benefit.

The plan documents detailing the benefits and related information shall be signed and dated by the parties to this collective bargaining agreement and shall be incorporated herein by reference. Unless agreed to in a signed written memorandum of agreement between the HTA and the District, there shall be no change in any aspects of the plan, written and unwritten, including but not limited to such matters as benefit levels, enrollment eligibility and administrative features that directly impact upon covered individuals.

The District shall make available any information and provide copies of any documents concerning the operation of the MOH Health Care Consortium, its health plan, its financial conditions and any matter pertinent to the subject as may be requested by the Hamilton Teachers Association. The Superintendent shall arrange to provide a copy of the meeting agenda and the meeting minutes to the HTA President.

For active members hired before July 1, 2008 and retired unit members enrolled in individual coverage will be reimbursed a maximum of \$150 per year towards out-of-pocket prescription costs. Receipts can be submitted (cost only, not the medication purchased) between November 8th and the 15th, and/or the last week of June, but not later than June 30th to the District. Payment will be made within 30 days of November 15th or June 30th.

For active members hired before July 1, 2008 and retired unit members enrolled in family coverage will be reimbursed a maximum of \$250 per year towards out-of-pocket prescription costs. Receipts can be submitted (cost only, not the medication purchased) between November 8th and the 15th, and/or the last week of June, but not later than June 30th to the District. Payment will be made within 30 days of November 15th or June 30th.

The District agrees to set aside a maximum of \$5,000 per year to offset out-of-pocket Tier III prescription drug costs for active retired unit members. Receipts indicating cost, not medication purchased, shall be submitted to the District by July 15th after eligible individual or family out-of-pocket prescription reimbursement has been expended. All expenditures will be reimbursed if receipts submitted total less than \$5,000. Should submitted receipts total more than \$5,000, the President of the HTA and the Superintendent will meet to mutually agree on an equal percentage of each receipt to

be reimbursed that will exhaust the fund. Reimbursement payments will be made within thirty (30) days of the deadline to submit receipts.

2. The health insurance plan shall operate in accordance with the rules and regulations agreed to by the parties. (Found in Appendix B of this agreement.)
3. The employer shall pay 100% of the cost for individual coverage under the plan and 85% of the additional cost for family coverage for teachers employed 75% (.75 FTE) or greater. Teachers employed 20% or less do not receive health benefits.
The district's contribution for regular part-time teachers less than .75 FTE shall be prorated based upon the FTE of the individual (e.g. 60% FTE will receive 60% of the District's contribution made for a full-time teacher.)
4. Effective December 1, 2005, all individuals eligible for health insurance coverage, including retirees, shall also be eligible for vision care coverage under the Designer Gold Plan from Davis Vision. The District shall pay the full cost for such plan for individual and for family coverage.
5. Effective November 1, 2001, a health insurance buy-out option will be available through the flexible spending plan. Any unit employee who is eligible for health insurance coverage under this agreement who elects, in writing, to forgo the opportunity for such coverage will receive an annual stipend of \$1,000 if the employee is forgoing individual coverage and \$2,800 for family coverage. Such buy-out amounts shall only be available to those employees who provide proof of alternative coverage from another source. Employees must elect by May 15th preceding the school year in which the buy-out is effective or at the time of initial employment. The request for such buy-out must be made annually, in writing, by the bargaining unit employee on a form provided by the District. Buy-out payments to the employee shall be made in equal installments, consistent with the payroll schedule, throughout the school year of election.

In the event the employee loses his/her alternative health insurance coverage, the employee shall have the right to return to the District provided health insurance coverage at the first of the month following the loss of the alternative coverage. Such return of coverage shall be with no waiting periods or pre-existing condition penalties.

The employee shall receive only 1/12 of the annual stipend for each month health insurance is not provided by the District. An employee cannot receive a buy-out stipend while enrolled in the District-provided health insurance plan.

6. Those employees eligible for continued coverage in retirement shall also have the plan costs paid at 100% for individual coverage and 85% of the additional cost for family coverage. Individuals who retired prior to 5/5/88 shall have plan costs paid at 60% for individual coverage and 45% for dependent coverage.
7. Effective July 1, 2006, a joint committee shall be established, to review and make recommendations concerning health, dental and vision insurance benefits and costs on an annual basis.

B. Dental Insurance

1. The District will provide dental insurance coverage for all unit employees under the Blue Cross/Blue Shield of Central New York Prime Blue Dental Plan: Classes I and II at 100%, Classes III and IV at 80% with a \$25 deductible.

There is a student to age 25 rider and a \$2,000 calendar year maximum of Classes I, II, and III.

2. The employer shall pay 100% of the costs for individual coverage under the dental plan and 85% of the additional cost for family coverage for active employees employed 75% (.75 FTE) or greater. Retirees may participate, at no cost to the District, and will pay 100% of premium cost for individual and family.

C. Disability Insurance (Active Employees Only)

The district shall provide, at no cost to the employee, disability insurance coverage mutually agreed to by both parties.

D. Flexible Spending Plan

The District shall make available a flexible spending plan in accordance with the Memorandum of Agreement between the Association and the Superintendent, which is attached as Appendix C.

- E. The District will provide the Employee Assistance Program available through Madison-Oneida BOCES. In the event this program is not available, the District will seek a mutually agreed upon alternative.

Article V

Tuition for Children of Unit Employees

There will be no tuition charge assessed for the children of non-resident unit employees.

Article VI

Teacher Aides

A teacher aide will be available 18.5 hours each week to the faculty for the purpose of typing, duplicating and copying material for teachers. This assignment is dependent upon the teachers not utilizing other secretaries or employees for such purposes. It will be the responsibility of the Teachers' Association to see that some rules are established to allow each teacher equal opportunity for service.

Article VII

Elementary Supervision

All elementary students, grades K-6, shall be supervised during their thirty (30) minute lunch period by non-teaching personnel. Elementary homeroom teachers will have a thirty (30) minute duty-free period during this time.

At the conclusion of the elementary students' thirty (30) minute lunch period, elementary teachers will pick their students up and return to their room.

Article VIII

Teacher Workday and Preparation Time

A. Teacher Workday

1. The teacher workday shall be defined as one of 7.5 hours. The first ten minutes and last thirty minutes of each day shall be non-contact time with students except for extra help as scheduled by the teacher. Secondary teachers may be assigned supervisory responsibilities for the first ten minutes of the day. This assignment would include a maximum of two (2) teachers daily and would be made on a rotating schedule. On Friday's and days before vacation, teachers may leave after student dismissal.
2. Teachers shall make themselves available as in the past to attend after-school meetings.
3. By September 1 of each school year, the Superintendent shall issue a school calendar to the Association, and shall make sufficient copies available for each unit member, listing the tentative school events for the upcoming year with the anticipated dates. Along with the calendar

information, faculty members will be given a list of standing committees and tentative anticipated dates for same.

B. Teacher Preparation Time

The district and the Association agree that quality instruction and student achievement can be enhanced by individual and collaborative planning. To promote this concept, the district agrees to provide:

Elementary Teachers:

1. One duty free planning period per day equivalent to a typical secondary period.
2. In addition to the daily planning time identified above, the district shall provide for the following:
 - a. Elementary teachers shall have up to 10.5 hours of in-school planning time on non-instructional days available to them between July 1st and June 30th. Such additional paid hours are to be individually determined and scheduled by the teacher, in half day increments if desired. Teachers shall report to the school office on the days they are working. Hours of planning time are to be recorded on a voucher form.
 - b. Three half days of planning for K-12 teachers shall be scheduled in October, February, and March. During this time, the elementary teachers may use the planning time as they have in the past to meet as grade level teams or to work individually in their classrooms. Secondary teachers shall work on curriculum, assessment, etc., as identified by the building principal and faculty.
 - c. Three half days for elementary teachers, at which time substitute teachers will cover their classes, will be scheduled in November, January and April. Teachers will use such time for individual or team planning.
 - d. Elementary classes will be scheduled for a half-day on the Thursday or Friday of the next to last week of school (start of Regents exams in June. After students are dismissed on that day teachers may attend to end of the year concerns.
 - e. Elementary teachers include all teachers who are .5 elementary or greater. Only those elementary teachers who have less than 550 minutes per week of planning time shall receive the provision of both sections 2(a) and 2(c). Teachers who have at least 550

minutes per week of planning time shall not be eligible for additional planning time under sections 2(a) and 2(c).

- f. Dates set forth in paragraphs (b) and (c) may be changed by mutual agreement of the parties.

Secondary Teachers:

1. One duty free planning period per day equivalent to a typical secondary period.
2. One 30 minute duty free lunch period.
3. A reasonable course load such that secondary teachers will be assigned no more than the equivalent of six (6) academic classes or five (5) academic classes and one (1) non-academic supervision without the consent of the affected teacher.

The district and the Association also agree that modification in school organization and schedule will be reviewed and evaluated by the Superintendent's Advisory Committee, department and/or grade level teams, and administrators prior to ensuring years.

C. Parent Conferences:

Elementary parent conference time may include at least one evening session. Teachers will receive compensatory time, scheduled by the administration within 48 hours of the evening conference unless otherwise mutually agreed to by HTA and the District.

Article IX

Professional Conferences

The parties agree that teachers qualifying may obtain financial support for attending such professional conferences.

It is agreed that the policy for attendance at these conferences shall be as follows:

- A. If a conference is related to the employee's subject matter, teaching area, or professional duties an employee may apply for financial support for attending regardless of whether or not the conference is sponsored by the State Education Department.
- B. Employees who wish financial support for a conference shall submit a request, including a brochure or syllabus of the conference, to the Superintendent at least

ten (10) working days in advance. This time limit may be waived at the sole discretion of the Superintendent.

- C. Attendance by an employee at any conference, if it occurs at any time during school hours, must be approved at least five (5) days in advance by the Superintendent or the Board.
- D. Conference money will be available at the rate of \$150 per full-time equivalent unit position. One hundred fifty (\$150) dollars per professional position will not, however, be a limit as to the reimbursement for an individual employee. This money will be incorporated in the proper category of the budget. The conference money shall be used to cover such expenses as the cost of travel, room and board, registration fees and such other expenses as in the discretion of the Board are properly allocated as an expense for attendance at any professional conferences related to the employees fields of academic interest. In the event the school district has a fiscal emergency during the school year, such as an unanticipated reduction of State Aid or other income on which it had relied in establishing the annual budget, the Association agrees that conference money may be frozen by the District, if necessary to deal with the financial crisis.
- E. The parties agree that conference support shall be allocated so that each full-time employee has an equal opportunity to attend conferences with District support. In the event that there is not enough conference money to fulfill all requests, the District and the Association will jointly determine a mechanism for the fair distribution of all available funds.
- F. In the event these funds are exhausted, then it is understood and agreed that no more conferences will be supported for the remainder of the school year.

Article X

School Board Minutes

The parties agree that extra copies of School Board minutes shall be made at the time minutes are prepared for distribution to Board members, and two of these will be placed in the Association President's mailbox as soon as they are prepared.

Article XI

Employment

- A. Termination

1. Tenured teachers employed by the Hamilton Central School and any permanently employed nurse, after three years of service with the District, are protected from being disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantage or given an adverse evaluation of their professional services without reasonable and just cause.
2. Should the Board of Education be considering the termination of a probationary teacher's employment, applicable State Education Law shall be followed. For probationary teachers in their final year of their probationary term, the Superintendent, acting for the School Board, will notify the teacher, by March 1st, of the fact that termination is being considered. For probationary teachers not in their final year of the probationary term prevailing State Education Law shall be followed in instances of termination.

Upon receipt of notification of termination, any probationary teacher must be given the option of scheduling at least one (1) meeting with the school administration, the purpose of which shall be to have clearly stated the reasons for considering termination. At the request of the probationary teacher his/her immediate supervisor and/or an Association representative may be asked to participate in such meeting(s).

A teacher must be notified, in writing, of the meeting of the Board at which a decision will be rendered on terminating the teacher's employment. Such notification must be received at least thirty (30) days in advance of the meeting.

3. Should the Board of Education be considering the termination of a part-time teacher prior to the expiration of the teacher's appointment, such teacher upon receipt of notification of termination, will be given the option of scheduling at least one (1) meeting with the school administration, the purpose of which shall be to have clearly stated the reasons for considering termination. At the request of the teacher, his/her immediate supervisor and/or Association representative may be asked to participate in such meeting.

A teacher must be notified, in writing, of the meeting of the board at which a decision will be rendered on terminating the teacher's employment. Such notification must be received at least thirty (30) days in advance of the meeting.

4. Should the Board of Education be considering the termination of a long-term substitute prior to the expiration of the teacher's appointment, such teacher will be given the option of scheduling at least one (1) meeting with the school administration, the purpose of which shall be to have clearly

stated the reasons for considering termination. At the request of the teacher his/her immediate supervisor and/or Association representative may be asked to participate in such meeting.

B. Reduction in Force (Layoffs)

In the event the Superintendent intends to recommend to the Board that a position or positions be reduced in whole or in part due to projected budgetary constraints and/or declining enrollments, he/she shall notify in writing the Association President and the affected teacher or teachers at least seventy (70) days prior to the effective date of the proposed reduction(s).

Article XII

Teacher Evaluation

- A. Each non-tenured teacher will be formally evaluated at least twice per year. At least one of the evaluations shall be conducted prior to December 1.
- B. Each tenured teacher will be formally evaluated at least once every three (3) years. In the interim years each tenured teacher will participate in an agreed-upon evaluation option form the Professional Growth and Evaluation Program. Any revisions in the current evaluation instrument or procedure shall be mutually agreed upon.
- C. All evaluations shall be in writing and a copy must be given to the teacher within one week following the date of observation. Each observation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for the purpose of discussing the evaluation and clarifying the written evaluation report.
- D. The Superintendent will make an observation of any teacher in the school system at his/her discretion or at the discretion of the Board of Education.
- E. The Board of Education reserves the right to request outside observations by specialists from outside the District.
- F. If the Board of Education requests, formal student input may be solicited in evaluating probationary teachers. In such cases, the teacher shall have an opportunity to read all comments made by the student(s). The administration shall take such steps as are necessary to preserve the anonymity of student evaluators.
- G. All teachers in grades 6-12 shall participate in an end-of-the-year evaluation process that seeks input from students taking classes. The results of that

evaluation will be read and used by the teacher only. The evaluation form will be developed by the district APPR committee. Elementary teachers will be encouraged to seek similar feedback from students and/or parents.

- H. Teachers shall have the right to review the contents of their personal files and, if they so desire, to have an individual of choice accompany them in such review.
- I. A teacher may submit written notation regarding any evaluation report and/or other material placed in his/her file. This notation shall be attached to the file copy of the material in question.
- J. Any evaluation or personal file material shall not be made available for public inspection/release unless required by law.

Article XIII

Grievance Procedure

A. Definitions

- Grievance:** A grievance is any complaint arising between the employer and the employee or the teachers association with reference to a dispute concerning alleged violations of the interpretation or application of this contract.
- Aggrieved Party:** The Association, any person or group of persons employed by the Hamilton Central School and covered by this agreement, who makes a complaint under this procedure.
- Advisory Team:** Three (3) members of the aggrieved party's negotiating unit appointed by the executive committee or governing body of their association.
- Supervisor:** Any person who is assigned to exercise any level of supervisory responsibility of the employees.
- Board:** The Hamilton Central School Board of Education.
- Superintendent:** The Superintendent of the Hamilton Central School.
- Association:** The Hamilton Teachers Association.

B. Basic Stand Principles

1. Every grievant shall have the right to present his/her grievances in accordance with the provisions of this policy, free from interference, coercion, restraint, discrimination or reprisal.
2. Under these established grievance procedures, a grievant has the right to be represented by counsel, a representative of the Association, or the Advisory team at any and/or all stages.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level should be considered a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
4. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. In light of this, there shall be no interference with instructional program.
5. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first two levels in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
6. No grievance shall go to arbitration without consent of the Teachers Association.

C. Procedure

Level 1:

The teacher with a grievance shall first discuss the matter with the Superintendent, with the objective of resolving the matter informally. The above mentioned initial discussion shall take place within twenty (20) working days of the first occurrence of the complained of act.

Level 2:

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, he/she may file a grievance, in writing, with the Superintendent within ten (10) working days after the decision at Level 1. The Superintendent shall thoroughly investigate the grievance and within ten (10) working days render a decision concerning the disposition of the grievance. He shall notify the grievant of any action to be taken with a written report submitted to the grievant.

Level 3:

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may appeal to the Board by submitting the grievance in writing to the Board together with the relevant data within twenty (20) working days of receipt of the decision at Level 2. The Board will investigate the dispute and may call those people it deems necessary to thoroughly investigate the problem. The Board shall render a decision in writing within twenty (20) working days following its receipt of the matter and transmit same to the grievant and the Association.

Level 4:

If the grievant is not satisfied with the disposition of his/her grievance at Level 3, the Association may submit a demand to the Board for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within twenty (20) working days of the receipt of the decision at Level 3.

The Arbitrator shall limit his/her decision strictly to the interpretation or application of the express provision(s) of the agreement submitted to him/her, and he/she shall be without power or authority to make any decision or award adding to, subtracting from, contrary to, inconsistent with, or modifying or varying in any way, the terms of this agreement; or limiting or interfering in any way with the non-delegable responsibilities of the Board or the Superintendent of Schools under the Board's rules and regulations or applicable law.

The arbitrator selected under the A.A.A. Rules will hear the matter promptly and will issue his/her decision not later than one month from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall be final and binding upon all parties.

The costs for the American Arbitration Association and the services of the arbitrator, including any of his/her expenses, shall be borne equally by the Board and the Association.

The Board of Education and the Association shall follow the Voluntary Labor Arbitration Rules and procedures of the American Arbitration Association in all arbitration hearings.

The parties may mutually select the State Mediation Service as an alternative to the American Arbitration Association. Arbitration will be provided by the State Mediation Service according to their rules and procedures.

Article XIV

Negotiation Procedures

- A. **NEGOTIATION TEAMS:** The designated representative(s) of the Superintendent will meet with representative designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- B. **DATES:** No later than February 1 of the final year of the present agreement, the parties will enter into good faith negotiations over a successor agreement covering an agreed length of time. Proposals to be negotiated by the Association and the Superintendent's representative(s) shall be submitted in writing at the first meeting. Once this initial exchange of proposals has been completed, no new demands may be submitted by either party. Such additional meetings shall be held as may be required to reach understandings on the issues or until an impasse is reached.
- C. **REPRESENTATIVES:** Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties may mutually pledge that their representatives may be clothed with all necessary power and authority to make proposals, counter proposals, and reach compromises in the course of negotiations.
- D. **EXCHANGE OF INFORMATION:** Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all readily available non-confidential information pertinent to the issue(s) under consideration.
- E. **REPORTING:** The parties agree that the proceedings of all negotiation meetings shall not be publicly released, the parties are free to release information and the reasons for the impasse.

Article XV

Changes in Terms and Conditions of Employment

Before the District adopts a change which affects the terms and conditions of employment of mandatory subjects of bargaining which are not specified in this contract, the Superintendent shall notify the Association in writing of the proposed change. The Association's policy Committee will have the right to discuss with the Board, in executive session, at the Board's next regularly scheduled meeting such items provided it proposes in writing to do so within fifteen (15) calendar days of receipt of the District notice.

The Association, by agreeing to the proposal does not waive its Taylor Law rights.

Article XVI

Superintendent's Educational Advisory Committee (SEAC)

The purpose of this committee is to serve in an advisory capacity to the Superintendent of Schools concerning matters pertaining to educational programs and professional concerns of the faculty.

The committee shall be equally composed of the Superintendent of Schools and/or his/her designee(s) and the Association President and/or his/her designee(s).

The committee is empowered to promulgate reasonable rules and regulations concerning the function of the committee. All rules, regulations and minutes of the committee shall be made available to the District through the Superintendent and to the Association through its President.

The committee shall meet on a regular basis throughout the school year.

The committee is not to take the place of the contractual grievance procedure.

Article XVII

Summer Curriculum Development Grants

During the term of this agreement, the Board, upon recommendation of the Superintendent, may in its sole discretion grant stipends of up to \$1,200.00 to teachers for the purpose of additional work performed during the summer on approved curriculum development/revision projects. Applications for grants under this Article shall be submitted in a form approved by the Superintendent no later than June 1 of each calendar year.

It is understood that the Board will budget a sum not less than \$9,000.00 for curriculum development and/or revision in each academic year. The parties agree that decisions relative to the grants, if any, under this Article shall be within the sole, final and exclusive authority of the Board and disputes that may arise hereunder shall not be subject to the grievance procedure of this contract.

Article XVIII

Extra Duty Compensation

1. Any professional work that is an extension of the regular work year and has prior approval of the Superintendent shall be compensated at 1/200 annual salary per day. (e.g. Guidance, technology, etc.)
2. a. Extra compensation salaries are computed using the current professional salary schedule and by multiplying appropriate step by the percentage assigned to each activity.

All new advisors start on Step 6 and advance to the next step for each year of service. For “new” activities only (*), the District will credit years of service for step purposes for a maximum of two years (2006-07, 2007-08) if the activity was in place throughout those years.

- b. The following positions shall be remunerated according to the percentage indicated.

Advocates*	1%
Almeda	1.5%
Athletic Director (after-school/summer)	20%
AV Coordinator	3.5%
Chess Club	1%
Dance Team	1%
Elementary Choral Production (2)*	1.5% each
Elementary Drama (2)	1.5% each
Elementary Literary Magazine	2%
Elementary Math Club	.5%
Elementary Select Chorus	1%
Elementary Student Council	.5%
FFA (school year)	2.5%
FFA (summer – 125 hrs. of work approved by secondary principal)	7%
French Club – High School	1%
French Club – Middle School	.5%
Forensics	2.5%
Greensleeves	.5%
HS Student Council	1.5%
Jazz Band	5%
Junior Class Advisor (1 or 2)	3%
Latin Club*	1%
Marching Band (per event)	.5%
Masquers Advisor/Play Director	2.5%/2%
Mathletics Advisor	2%

Middle School Drama	1%
Middle School Student Council	1.5%
Model UN	2.5%
National Honor Society	2%
Play Assistants (musical-7; drama-4)	2% each
SADD (2% if includes Post Prom Party)	1%
Senior Class Advisor (1 or 2)	7.5%
Ski Club	1.5%
Spanish – High School	1%
Spanish – Middle School	.5%
Storytelling (2)	.5% each
String Ensemble* (Secondary)	5%
TATF	1%
Technical Theatre Advisor	1%
Technology Club	1%
Teen Institute (2)	1% each
Yearbook Advisor	10%

Class advisors will be assigned on a rotational basis. In the event an assigned teacher prefers not to serve as an advisor for that school year, he/she may secure another teacher for this assignment. Any change in advisors must be approved by the building principal in advance.

3. A. Instructional: (Hourly Rate)

	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
Tutoring	\$35.10	\$36.50	\$38.05	\$39.57	\$41.15
Summer School	\$39.78	\$41.37	\$43.13	\$44.86	\$46.65
After School/AIS	\$39.78	\$41.37	\$43.13	\$44.86	\$46.65

Teachers will receive the hourly rates for instruction and also will be paid, at the same rate, for ten (10) minute planning for each hour of instruction.

B. Planning: (Hourly Rate)

	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
Summer Committee Mtgs.	\$32.76	\$34.07	\$35.52	\$36.94	\$38.42
Elem. Summer Plan.	\$32.76	\$34.07	\$35.52	\$36.94	\$38.42
Mentor/Mentee*	\$32.76	\$34.07	\$35.52	\$36.94	\$38.42
Summer Curriculum	\$32.76	\$34.07	\$35.52	\$36.94	\$38.42

* outside the regular school day and with prior approval by the administration.

C.	<u>After School Student Supervision</u>				
	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
	\$32.76	\$34.07	\$35.52	\$36.94	\$38.42
D.	<u>In-Service Classes: (Hourly Rate)</u>				
	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
	\$26.90	\$27.98	\$29.17	\$30.34	\$31.55

Such compensation shall be subject to the following conditions:

1. Only in-service instructional time will be compensated.
2. Attendance must be approved in advance by the Superintendent.
3. Teacher must elect the option of either the hourly rate of compensation for instructional hours in attendance at an in-service or the graduate hour pay as set forth in Article III (I).

4. Mentoring

- A. The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law, provided that nothing herein shall be construed to impose a collective bargaining obligation that is not required by Article 14 of the Civil Service Law. The mentoring program, as developed by the Professional Development Planning team and approved by the Board of Education, will include the following provisions:
- B. The mentor shall neither evaluate the new teacher nor provide any commentary or evaluative information to the administration regarding the new teacher.

Mentors shall be released from regular assignment the equivalent of at least one (1) hour/week for mentoring responsibilities.

- C. In the event that release time cannot be provided for a mentor during the normal teacher day, a stipend which is noted below will be paid to the mentor during that school year. Any additional mentoring work that is required outside of the normal teacher day shall be compensated at the contracted planning rate.

<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
\$780	\$811	\$845	\$879	\$914

- D. Time allotted for mentoring may include scheduling common planning time, releasing the mentor and the new teacher from a portion of their instructional and/or non-instructional duties and providing time for mentoring during superintendent conference days, before and after the school day and during summer sessions. Any time, assigned by the

principal, for mentoring responsibilities outside the school day or regular work year shall be compensated at the contractual hourly rate.

- E. All mentors shall be provided with training paid for by the District.
- F. The teacher mentor program shall be reviewed annually by the District Professional Development team.

5. Teachers Providing Professional Development

Hamilton teachers attend workshops throughout the year to gain new knowledge in areas of curriculum and instruction. Effective September 1, 2007:

- A. If the District asks a teacher to provide in-service/professional development training during the regular school day, the District will provide the teacher with appropriate release time to deliver the presentation.
- B. If the District asks a teacher to provide in-service/professional development training outside of the regular school day, the District will pay the teacher \$50 per hour to deliver the presentation.
- C. If the District asks a teacher to develop new in-service/professional development training that the teacher has not presented before, the District will pay the teacher one hour of planning time for each one hour of new instruction. The planning time rate shall be \$50 per hour.

6. Coordinators

- A. The District has exercised its discretion to create new positions, upon Board of Education approval, titled "Coordinator."
- B. The District has exercised its discretion to set the initial rate of pay for this position to be a stipend of \$1,500 for 2008-09 with an increase as follows:

<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
4%	4.25%	4%	4%

- C. The District and the Association agree that the Coordinator position shall be a position within the Hamilton Teachers' Association bargaining unit.

7. Hamilton Central School coaching salaries are computed using the current teacher salary schedule and multiplying appropriate step by the percentage assigned to each sport or activity. The parts of the formula are listed below.

<u>Years of Experience</u>	<u>Step</u>
1-3	6 – 7 – 8
4-6	10 – 11 – 12
7-9	13 – 14 – 15

For each additional year of experience (beyond 9) the coach will advance one (1) step.

10, 15, or 20 Additional step for experience beyond regular incremental step.

Coaches who transfer from one sport to another will be given credit for up to three years of longevity (i.e. placed at four (4) years experience for new position with three years or more in the previous position.)

<u>Sport/Coaching Position</u>	<u>Percentage</u>
Football – Head Varsity	8.65
Football – Assistant Varsity	5.75
Football – Modified (2)	4.5
Soccer – Head Varsity	8.65
Soccer – JV	5.5
Soccer – Modified	4.5
Field Hockey – Head Varsity	8.65
Field Hockey – Modified	4.5
Cross Country – Head Varsity	6
Cross Country – Modified	4.5
Basketball – Head Varsity	8.65
Basketball – JV	5.5
Basketball – Modified	4.5
Ice Hockey – Head Varsity	8.65
Ice Hockey – Assistant Varsity	5.75
Volleyball – Head Varsity	8.65
Volleyball – JV	5.5
Volleyball – Modified	4.5
Baseball – Head Varsity	7
Baseball – JV	5
Baseball – Modified	4.5

Softball – Head Varsity	7
Softball – JV	5
Softball – Modified	4.5
Track & Field – Varsity Boys	6.75
Track & Field – Varsity Girls	6.75
Track & Field – Modified	4.5
Tennis – Head Varsity	5.75
Tennis – JV/Modified	5
Golf – Head Varsity	5.25
Lacrosse – Varsity	7
Lacrosse – JV	5
Lacrosse – Modified	4.5
Cheerleading – Football – Varsity	4.5
Basketball – Varsity	3.65
Basketball – JV	1.5

Article XIX

Savings Clause

If any provision of this agreement is, or shall at any time, be found contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this agreement is, or shall be at any time, contrary to law, all other provisions of this agreement shall continue in effect.

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

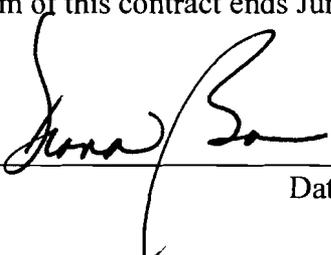
Article XX

Duration

The Hamilton Superintendent and the Hamilton Teachers Association agree to accept the agreement stated above, and to abide by said agreement during the period from July 1,

2008 through June 30, 2013. Both parties agree that all negotiable terms have been discussed during the negotiations leading to this agreement, and therefore agree that further negotiations regarding the July 1, 2008 through June 30, 2013 terms and conditions of employment will not be reopened as to any item, whether contained herein or not, during the life of this agreement unless by mutual consent.

The term of this contract ends June 30, 2013.

Signed  11/18/08 Signed  11/18/08
Date Date

Diana Bowers
Superintendent of Schools
Hamilton Central Schools

Richard Hanson
President
Hamilton Teacher Association

APPENDIX A – 1

TEACHER SALARY SCHEDULE

Step	2008-09	2009-10	2010-11	2011-12	2012-13
1	\$35,737	\$37,714	\$39,616	\$41,482	\$43,417
2	\$35,944	\$37,916	\$39,817	\$41,701	\$43,641
3	\$36,098	\$38,132	\$40,027	\$41,910	\$43,869
4	\$36,320	\$38,292	\$40,253	\$42,128	\$44,086
5	\$36,564	\$38,523	\$40,419	\$42,363	\$44,313
6	\$36,914	\$38,777	\$40,660	\$42,536	\$44,558
7	\$37,500	\$39,141	\$40,925	\$42,786	\$44,737
8	\$38,076	\$39,750	\$41,304	\$43,062	\$44,997
9	\$38,653	\$40,349	\$41,939	\$43,456	\$45,284
10	\$39,230	\$40,949	\$42,564	\$44,117	\$45,694
11	\$39,845	\$41,549	\$43,189	\$44,767	\$46,382
12	\$40,390	\$42,189	\$43,815	\$45,417	\$47,058
13	\$40,938	\$42,756	\$44,482	\$46,068	\$47,734
14	\$41,620	\$43,326	\$45,073	\$46,761	\$48,411
15	\$42,165	\$44,035	\$45,667	\$47,376	\$49,131
16	\$42,645	\$44,602	\$46,406	\$47,994	\$49,771
17	\$43,225	\$45,101	\$46,998	\$48,762	\$50,414
18	\$44,863	\$45,704	\$47,518	\$49,378	\$51,212
19	\$46,740	\$47,408	\$48,146	\$49,919	\$51,853
20	\$47,696	\$49,360	\$49,923	\$50,572	\$52,416
21	\$49,108	\$50,104	\$51,958	\$52,420	\$53,095
22	\$50,473	\$51,572	\$52,733	\$54,536	\$55,017
23	\$51,921	\$52,992	\$54,264	\$55,342	\$57,217
24	\$53,545	\$54,498	\$55,744	\$56,935	\$58,056
25	\$54,911	\$56,187	\$57,314	\$58,474	\$59,712
26	\$57,061	\$57,357	\$58,825	\$59,857	\$61,063

2008-09

4%

2009-10

4%

2010-11

4.25%

2011-12

4%

2012-13

4%

Off step employees will receive an increase (per above percentages) over their base salary to compute their salaries (rounded). Salary adjustment will be made as per the salary adjustment agreement for Step 26+.

APPENDIX A – 2

NURSE SALARY SCHEDULE

Step	2008-09	2009-10	2010-11	2011-12	2012-13
1	\$28,590	\$30,172	\$31,694	\$33,186	\$34,734
2	\$28,755	\$30,334	\$31,854	\$33,362	\$34,913
3	\$28,878	\$30,505	\$32,023	\$33,528	\$35,096
4	\$29,057	\$30,633	\$32,201	\$33,704	\$35,269
5	\$29,251	\$30,819	\$32,335	\$33,889	\$35,452
6	\$29,532	\$31,021	\$32,529	\$34,028	\$35,645
7	\$30,000	\$31,313	\$32,739	\$34,230	\$35,789
8	\$30,461	\$31,800	\$33,044	\$34,449	\$35,999
9	\$30,923	\$32,279	\$33,552	\$34,766	\$36,227
10	\$31,384	\$32,760	\$34,051	\$35,294	\$36,557
11	\$31,876	\$33,239	\$34,552	\$35,813	\$37,106
12	\$32,312	\$33,751	\$35,052	\$36,334	\$37,646
13	\$32,750	\$34,204	\$35,585	\$36,854	\$38,187
14	\$33,296	\$34,660	\$36,058	\$37,408	\$38,728
15	\$33,733	\$35,228	\$36,533	\$37,900	\$39,304
16	\$34,115	\$35,682	\$37,125	\$38,394	\$39,816
17	\$34,580	\$36,080	\$37,598	\$39,010	\$40,330
18	\$35,891	\$36,563	\$38,013	\$39,502	\$40,970
19	\$37,392	\$37,927	\$38,517	\$39,934	\$41,482
20	\$38,157	\$39,488	\$39,939	\$40,458	\$41,931
21	\$39,287	\$40,083	\$41,566	\$41,937	\$42,476
22	\$40,379	\$41,258	\$42,187	\$43,629	\$44,014
23	\$41,536	\$42,394	\$43,411	\$44,274	\$45,774
24	\$42,836	\$43,597	\$44,596	\$45,547	\$46,445
25	\$43,929	\$44,949	\$45,850	\$46,780	\$47,769
26	\$45,648	\$46,086	\$47,059	\$47,884	\$48,851

2008-09
4%

2009-10
4%

2010-11
4.25%

2011-12
4%

2012-13
4%

Off step employees will receive an increase (per above percentages) over their base salary to compute their salaries (rounded).

APPENDIX B

AGREEMENT

between the

Hamilton Teachers Association

and the

Hamilton Central School District

REGULATIONS GOVERNING THE EMPLOYEES'
HEALTH INSURANCE PLANTYPES OF ENROLLMENT

There are two types of enrollment for which you may apply, Individual Coverage, which provides protection for yourself only. Family Coverage, which provides protection for yourself, your spouse and any eligible children.

EMPLOYEE ELIGIBILITY

You must have been hired for an anticipated period of employment of at least three months and employed more than 20% FTE. (Revised 7/1/98)

Anyone employed by two or more employers who participate in the same insurance plan may elect coverage with only one such employer. If your spouse also works for an employer who participates in the insurance plan, you may each elect either individual or family coverage, independent of your spouse's choice. If you and your spouse both work for Hamilton Central School, you both may choose individual coverage or one family coverage.

All categories of employees formerly eligible under the State Health Plan shall continue to be eligible for participation under this insurance plan.

DEPENDENT ELIGIBILITY

The following types of dependents are eligible for coverage under your enrollment:

Your spouse (a legally separated spouse is eligible for coverage under the plan, but a former spouse is not);

Your unmarried children under 19 years of age.

Your unmarried children 19 years of age or older but under 25 who receive more than half of their support from you and who are full-time students at a secondary or preparatory school or college or other accredited education institution. Time spent in military service, not to exceed four years, may be deducted from the dependent's age for the purpose of establishing eligibility for coverage. If Blue Cross/Blue Shield will not accept such an age extension for the dependent, the district agrees to pay for the dependent's individual policy for the extended period of time.

A dependent child whose 19th birthday occurs during school vacation period will continue to be covered under the plan, provided the child is enrolled in a school and it is anticipated the child will resume full-time student status at the end of the vacation period. In the event a dependent student is disabled and is granted a medical leave by the school he or she is attending, coverage will be continued for a maximum of 12 calendar months following the month in which the child withdraws from school plus the time between the end of that period and the beginning of the next regular semester.

Your unmarried child 19 years of age or older who is incapable of self-support by reason of mental or physical disability and who becomes so incapable before reaching age 19. The eligibility of such a dependent should be established as early as possible. This should be done at the time of your initial enrollment if the child is age 19 or older at the time. If the child is younger than age 19 when you first enroll in the plan, eligibility for continued coverage should be established at the time of the child's 19th birthday.

In this plan, the term "child" or "children" includes:

An employee's own child or legally adopted child, regardless of the child's place of residence or the degree of support provided.

Any step-child of the employee who permanently resides in the employee's home.

Any other child supported by the employee or the spouse of the employee permanently residing in the employee's home, provided the support and residence began before the child reached age 19. Residence of a temporary nature, as in the case of an exchange student, does not qualify for a dependent for coverage.

If no blood relationship (e.g., grandchild) or legal relationship (e.g., legal guardian) exists, the dependent is not eligible unless the employee or the spouse of the employee provides at least 50% of the dependent's support. Where there is a blood relationship or legal relationship, permanent residence and some degree of support (although not necessarily 50%) are sufficient to establish eligibility.

An employee's parents are not eligible for coverage even though they may qualify for income tax purposes.

In addition to special benefits identified elsewhere in this document, dependents who lose eligibility status (age, schooling, divorced spouses, widows and widowers) shall be offered a continuation of the group plan at their cost for up to 36 months following the loss of eligibility status.

EFFECTIVE DATES OF COVERAGE

Employees new to the district at the beginning of the school year in September shall be given enrollment forms to complete at the time of their hiring so that their coverage may be effective in September. Those who are hired at other times will begin coverage on the first of the month following application. If you do not apply for coverage upon initial employment, you may do so later but will not receive coverage until the first of the month following application.

ENROLLMENT CHANGES

Changes in your family status may make it necessary or desirable for you to change the coverage for which you are enrolled. You must go to the business office and apply for any change. It does not happen automatically.

You may request a change from Individual coverage to Family coverage for one of the following reasons:

To provide coverage for a newly acquired spouse or dependent child; to provide coverage for a previously eligible but unenrolled spouse and/or dependent children.

If you wish to change to Family coverage, you should do so as soon as possible. Any delay in applying for a change could mean a delay in obtaining coverage for your dependents.

If you apply for Family coverage within one month of the effective date of your Individual coverage or the date you first acquire an eligible dependent, Family coverage will become effective on the first day of the month following your request for Family coverage. If you apply after this one month period, coverage for your dependents will not begin until the first day of the month following your request. If you apply in advance, arrangements can be made to begin coverage on your date of marriage or the date you acquire an eligible dependent child.

You may request a change from Family coverage to Individual coverage at any time if you:

No longer have dependents eligible for coverage; no longer wish to provide coverage for your dependents even though they are still eligible (in this case, if you re-enroll for Family coverage at a later date, coverage for your dependents may be deferred until the first day of the month following the month of reapplication.) Blue Cross/Blue

Shield may require those employees and/or their dependents who do not enroll for coverage when first eligible to submit to a medical examination prior to qualifying for the major medical part of the health insurance.

LEAVE WITHOUT PAY

If you are granted an unpaid leave from your job for any reason, you may still continue your group health insurance coverage. To do so, you will be required to pay the entire cost of the premium while you are on leave status. If you plan to take a leave, consult the business office in advance for exact details on how to continue your coverage. Such coverage may be affected by the Family and Medical Leave Act.

PAYMENTS TO DISTRICT

Enrollees no longer on the payroll who are eligible for continued group coverage must make their monthly or quarterly premium payments to the business office in order to insure their continued coverage under the district's health insurance plan. Payments will be due by the first of the month for which coverage is desired. Failure to make payments within thirty (30) days of the due date shall be grounds for termination of coverage. If an employee on unpaid leave, whose coverage has been canceled for failure to remit payments, wishes to have coverage reinstated while still on leave, coverage may be reinstated as of the first day of the third month following the date of request.

DISABILITY WAIVER OF PREMIUM

Employees who become disabled and are off the payroll will have a total premium waiver for up to one (1) year from date of removal from payroll. To be eligible for a waiver, you must meet the following conditions:

You must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three months.

If you are receiving income through salary, sick leave accruals or a New York State retirement allowance, you are not eligible.

You must have kept coverage in effect by direct payments while off the payroll.

A waiver of premium is not automatic; you must apply for it through the business office. The waiver will be effective retroactively after approval.

DEATH OF ENROLLEE-SURVIVOR COVERAGE

An enrollee who has family coverage and dies shall have such coverage continued for one (1) year following the month of death. During this period, dependent survivors are required only to pay the active employee share of the premium.

If the deceased enrollee had completed ten (10) years of active service as New York State public school teacher or State employee, survivors will be eligible to continue coverage in the plan, by monthly payment of the full premium. The ten (10) year service requirement is waived if the death was a work related accident.

A surviving spouse may continue such coverage until he or she remarries. Surviving children may be covered as long as they otherwise meet the definition of dependent child.

TERMINATION OF EMPLOYMENT

Normally, when you cease to be employed by the District your coverage will end on the last day of the month in which employment ends. If your coverage ceases because of termination of employment, you will be offered a continuation of the group coverage at your own cost for up to eighteen (18) months following termination. Thereafter, the carrier that provides the group coverage will offer converted contracts to you at your cost.

ABOLITION OF POSITION – PREFERRED ELIGIBILITY LIST

An employee whose services have been terminated due to the abolition of his or her job or who has been placed on a Preferred List for reinstatement may continue coverage for a period of one (1) year during which the enrollee is required to pay only the employee share of the premium. After one (1) year, the employee may continue in the plan at his own cost for an additional six months pursuant to State and Federal laws.

RETIREMENT

An employee who meets the requirements for coverage during retirement, but who is covered under the plan as a dependent of another employee at the time of retirement, may at any time thereafter enroll as a retiree, regardless of coverage as a dependent.

SERVICE RETIREMENT

An enrolled employee is eligible to continue coverage after retirement if he/she has completed ten (10) years of service with the District, and the employee is eligible to receive a retirement allowance from a retirement system administered by the State of New York or one of its civil divisions; or if not eligible to receive such retirement allowance is at least 55 years of age.

DISABILITY RETIREMENT

An enrolled employee is also eligible to continue coverage during retirement regardless of age or length of service with the District if granted a service-connected disability retirement by a retirement or pension plan or system administered and operated

by the State of New York or a civil division thereof, including the New York State Teachers' Retirement System.

VESTED STATUS

Enrollees who terminate their employment before retirement age may continue their health coverage if they have satisfied the minimum requirements established by their retirement system for vesting their retirement allowance (this need not be done officially); and met the ten (10) year District service requirement.

Eligible employees who wish to continue coverage during vested status must pay the full premium from the date their employment terminates until they become eligible to receive a retirement allowance. After that date, they are only responsible for the employee share payments. Vestees who wish to continue coverage into their retirement must continue coverage as an enrollee or a dependent of an enrollee while in vested status. A vestee whose coverage lapses will not be permitted to reinstate coverage, either during vested status or after retirement.

REIMBURSEMENT OF MEDICARE PREMIUM & MEDICARE BENEFITS

Enrollees in the health insurance plan shall be reimbursed an amount equal to the current charge for insuring themselves and/or their covered dependents for medical benefits under Part B of the Medicare Program. This reimbursement will be provided to you by the employer even if you or the dependent fail to enroll when you become eligible.

Benefits under the health insurance plan for retirees are reduced by those available from Medicare regardless of whether or not you or your dependent enroll in Medicare.

Active employees and/or their dependents – if you are age 65 through 69 and eligible for Medicare, you have the option of choosing coverage under this plan and/or under Medicare. If you choose both, this plan will automatically be the primary payor; Medicare, the secondary payor. As the primary payor, Blue Cross/Blue Shield will pay benefits for covered medical expenses under this plan; as secondary payor, Medicare's benefits will be available to the extent they are not paid under this plan or under the plan of any other primary payor.

The only way you can choose Medicare as the primary payor is by canceling this plan; if you do so, there will not be further coverage for you under this plan.

Disabled Employees and/or Disabled Dependents – If you are disabled, you may be eligible for Medicare in accordance with the provisions of the Social Security Act. During any period in which Medicare is the primary payor, your covered medical expenses will be limited to that part of such expenses for which benefits are not available

in any form under the Act as evidenced by a statement to that effect from the Social Security Administration.

MEDICARE

When you or a covered dependent become eligible for Medicare, either by reaching age 65 or because of disability, you should enroll in Medicare for both:

- Part A - Hospitalization insurance (covers hospitalization and services In an extended care facility) and
- Part B - Medical insurance (covers doctors' services, medical services, Supplies and rental of medical equipment and certain other services.)

THE PLAN WILL NOT PROVIDE ANY BENEFITS THAT AN ENROLLEE OR DEPENDENT IS ELIGIBLE TO RECEIVE FROM THE FEDERAL MEDICARE PROGRAM – WHETHER OR NOT THAT PERSON HAS ENROLLED IN MEDICARE. CONSEQUENTLY, TO AVOID A DRASTIC REDUCTION IN HEALTH INSURANCE COVERAGE, IT IS ESSENTIAL THAT EACH ELIGIBLE ENROLLEE AND DEPENDENT BE ENROLLED IN BOTH PART A AND PART B OF MEDICARE.

Application should be made through your local Social Security Office prior to your date of eligibility for Medicare. An enrollee or dependent becomes eligible for Medicare benefits on the first day of the month in which he or she:

Reaches age 65 or,

First meets the Medicare requirements for coverage as a disabled person under age 65 (i.e., 24 months after qualifying for Social Security disability benefits.)

Bills for services covered by Medicare must be submitted to Medicare before being submitted to any part of the plan.

Medicare does not cover all hospital and medical expenses. Your plan will supplement Medicare so that you and/or your covered dependent will have the same benefits you now have plus some additional Medicare coverage.

COORDINATION OF BENEFITS

The plan will not duplicate benefits which are primarily available to you or a covered dependent through enrollment under another group plan.

If you and your spouse are both enrolled in group health insurance plans which coordinate benefits, including the plan, your coverage will be primary for you and your

spouse's coverage will be primary for him or her. The primary coverage for any children will be in accordance with the birthday rule adopted by New York State. The birthday rule provides that the primary plan is that of the parent whose birthday falls earlier in the calendar year.

In the event insurance department regulations prohibit the compliance with any provision of these rules, the rules will be complied with to the extent permitted; and the parties will meet for the purpose of negotiating the impact of such change(s) and holding the parties harmless to the extent possible.

Edmund P. Beckus

Superintendent
Hamilton Central School

Julia Will

President
Hamilton Teachers Association

10/11/01
Date

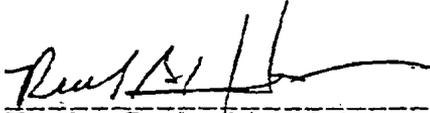
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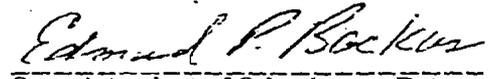
APPENDIX C

Memorandum of Agreement
Concerning the Implementation of the
Flexible Spending Plan
Pursuant to Article IV D of the 1992-1994,
Agreement Between the
Hamilton Teachers' Association
and
the Superintendent of Hamilton Central School

1. The District shall provide all unit employees with the opportunity to participate in a flexible spending plan as defined by the current IRS Section 125 Plan. The Flexible Spending Plan will provide for dependent care reimbursement, health care reimbursement and payment of the employee's portion of group health insurance premiums so long as such plan is legal and also provided for in the collective bargaining agreement between the parties.
2. Employees may elect to participate in any or all of the plan options. Each unit member must elect or decline to participate in writing prior to the commencement of each plan year. All amounts dedicated to plan options will be individually authorized in writing by the participating employees and shall be carried out through salary reduction.
3. The maximum which may be allotted annually for health care reimbursement shall be three thousand five hundred dollars (\$3,500.00). The maximum amount for dependent care reimbursement is determined by the IRS and is currently at five thousand dollars (\$5,000.00). Amounts allocated for group insurance will vary according to the insurance premiums and shall be adjusted accordingly.
4. The flexible spending plan will be administered by Upstate Administrative Services, Inc., which shall provide claims reimbursement twice monthly. Plan participants will be provided with quarterly statements of their account(s). The plan year shall be October 1 – September 30. The District will provide each plan participant with a summary plan document.
5. The District will forward to the plan Administrator the amounts dedicated to the health and dependent care accounts in a timely manner to insure sufficient funds for reimbursement of claims.
6. The Superintendent will provide to the Association President copies of all plan utilization reports and account summaries relating to total activities within the plan by bargaining unit members as they are received from the administrator. At no time shall such data include any personally identifiable information regarding individual unit members/participants.

- 7. Operation of the plan and the administrator shall be reviewed at least annually by a bilateral committee established by the parties. Changes in plan administration or administrator shall be mutually determined by the parties.


Hamilton Teachers' Association 12/22/98
Date


Superintendent of Schools Date

APPENDIX D

MEMORANDUM OF AGREEMENT
Non-Elective Employer 403(b) Contribution

THIS AGREEMENT is entered into this 1st day of November, 2005, by and between the Hamilton Central School District (“the District”) and the Hamilton Teachers’ Association (“the Association”).

WHEREAS, the District and the Association have a mutual desire to implement a non-elective employer 403(b) contribution, the following points are agreed to:

1. The District agrees to make a non-elective employer contribution for those members of the Association, who avail themselves to the District’s negotiated retirement award, state or local incentive or local severance payment for accumulated leave days. Article III C (#3) is hereby amended to provide this payment as a non-elective employer contribution to a 403(b) Program eligible to accept employer contributions.
2. The contribution will be made to a 403(b) Program of the employee’s choice that can accept employer contribution and subject to any restrictions that the provider may place on said non-elective employer contributions. The Program provider will assure the District and the Association it is capable of transferring within twenty (20) days of receipt of such funds, the employer contribution to any 403(b) program selected by an individual employee, without any further charge to the employee. The contribution amounts for the retirement incentive and accumulated leave days are enumerated in the Collective Bargaining Agreement.
3. For purposes of this Memorandum of Agreement, unit members will be provided with the opportunity to make changes to their current 403(b) Plans and/or designate a new 403(b) Plan carrier for the employer contribution. In the event that a unit member does not choose any 403(b) Plan carrier, the District and association will mutually designate an approved carrier who can accept employer contributions. The employee will cooperate with the District in executing any Plan agreements as required by the District.
4. The District will remit the non-elective contribution by August 15 following the retirement/resignation under Article III C.
5. The district will remit the non-elective contribution within 60 days of the date of resignation for any resignation due to severance (Article III D) or for retirement under the waiver provision (Article III C 2).

- 6. The contribution shall be subject to the contribution limits as defined in the Internal Revenue Code.
- 7. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teacher's Retirement System ("NYSTRS").
- 8. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - a. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
 - b. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder in January of the year following retirement, to the 403(b) Program in accordance with the maximum amount permissible under the Internal Revenue Code.
- 9. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of this signing of this Memorandum of Agreement and, notwithstanding Section 209(a)(i)(e) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2008 unless extended or modified by mutual written agreement between the parties.
- 10. In agreeing to contribute to an approved employee selected program (or mutually agreed upon selection as in #3), the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.
- 11. The foregoing shall be subject to approval by the Board of Education, which shall consider and determine, by resolution, the adoption of the non-elective employer contribution to eligible 403(b) programs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each and by and through their respective authorized personnel as of the date and year specified herein.

Date: 12/20/05

Date: 12/20/05

Edmund P. Bady
 District
[Signature]
 Association

**HAMILTON CENTRAL SCHOOL
DISTANCE LEARNING AGREEMENT
9/1/98**

It is agreed between the Hamilton Teachers' Association and the Hamilton Central School District that the district shall participate in a Distance Learning Program under the following conditions:

I. General

- A. The parties acknowledge and confirm that this agreement and the participation in a Distance Learning Program shall not be used by the district to argue that the Association has waived any rights as to the exclusivity of bargaining unit work or the inherent nature of its work.
- B. No bargaining unit employee shall be subject to a reduction in force, in whole or in part, as a result of the district sending or receiving courses through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the Collective Bargaining Agreement between the parties.
- E. Any audio-visual tapes of the classes made shall be owned by the District. The district may make such tapes available for the teacher's personal, professional, non-commercial use. All tapes shall be erased at the end of the school year at the discretion of the teacher.

II. Transmitting from Hamilton Central School

- A. Any program delivered from this school district, for the purpose of educating children, shall be taught by a volunteer in the bargaining unit for the district. Current bargaining unit members who are qualified will be given first preference for these positions. If no volunteer is available, then the district may hire a part-time teacher which will not result in the reduction or elimination of current HCS faculty. BOCES itinerant staff will not be employed to transmit distance learning courses from HCS. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings or live transmissions will be solely for the purposes of student review and/or make-up.
- B. The time of the transmission will be determined by the district, within the normal confines (starting and ending time) of the daily schedule of classes.

Non-credit bearing classes may be offered after-school or evenings. Because of variations in schedules between districts, transmission may include time immediately prior to or after the normal schedule in order to resolve the resultant conflict. Any additional time expended by the teacher shall be compensated at the rate of 1/1000 of annual salary per hour with a minimum payment of 15 minutes for each class that exceeds the normal schedule.

- C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
- D. The number of students in a class, including those at receiving sites shall not exceed twenty-four (24).
- E. All grading of school work and tests shall be done in the Hamilton Central School District by the transmitting teacher who will cooperate with a designated person in the receiving school(s) for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the Hamilton Central School District teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in Hamilton.
- F. The teacher shall not be expected or required to attend any functions in the receiving school districts but will be available to receiving students and their parents in the same manner that he/she is available to Hamilton School students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The Hamilton teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- G. In the event of the transmitting teacher's absence, the district shall be expected to provide a trained substitute when it elects to transmit.
- H. Evaluation of the Hamilton teacher will be done in accordance with the provisions of the Hamilton Teachers' Association collective bargaining agreement. Any complaint with respect to the transmitting teacher's performance originating in a receiving district will be made known to the Hamilton teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

- I. The district that receives such instructional broadcast may tape the broadcast but must agree not to use tapes of the broadcast except for viewing by enrolled students who may have been absent for the original lesson or who wish to review the lesson. The receiving district must erase or return such tapes of the course.
- J. The calendar of the Hamilton Central School District shall be used for each course being taught.
- K. Textbooks for Distance Learning courses are determined by the Hamilton Central School District in accordance with normal procedures.
- L. The Hamilton Central School District will request that the receiving district(s) will abide by the terms and conditions expressed herein that apply to the receiving district as a condition of receiving the Hamilton teacher's broadcast.
- M. Teacher volunteers who agree to broadcast classes shall be provided with a planning period immediately prior to the broadcast each day of broadcast.
- N. Each distance learning program course for which there is a vacancy shall be formally posted. The posting shall include all pertinent details and the date of posting. A copy of such posting shall be sent to the Hamilton Teacher's Association President. Teacher volunteers who are interested in teaching the course shall apply to do so in writing.

III. Receiving

- A. The introduction and continuation of Distance Learning in the Hamilton Central School District shall not replace a course being currently taught or a course taught in the past five (5) years by a unit employee. A course may not be offered if a qualified employee on a recall list is available to teach such course unless said individual declines the offer of part-time employment.

Transmission shall originate within New York State.

- B. The Hamilton Central School District shall not require unit employees to be responsible for grading, extra help, or lesson planning of any received classes. However a district employee may be assigned to supervisory duties at the time of the broadcast in lieu of a study hall assignment.
- C. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

- D. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete all district offered courses.
- IV. For the first three (3) years HTA/District will review the agreement at the end of each year to make mutually agreed upon revisions where appropriate.

HAMILTON CENTRAL

PROFESSIONAL
GROWTH
AND
EVALUATION
PROGRAM

SEPTEMBER 1998

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INTRODUCTION

The search for a new method of evaluating teacher performance and professional growth began in November 1992 with the appointment of a Teacher Evaluation Committee consisting of faculty and administrators. Faculty and administration had been dissatisfied with the "checklist" evaluation system which did not evaluate or promote professional growth.

The committee explored the literature of teacher evaluation and carefully studied the Supportive Supervision Model that had been implemented in the Homer Central School system. This model became the basis for the pilot program that has been used for teacher evaluation at Hamilton Central for the past four years.

During the spring of 1997, a second Evaluation Committee rewrote the Homer Central Supervision Model to meet the needs of Hamilton Central. The primary goal of the program is professional growth and teaching skill through teacher participation in phase cycles that vary in degrees of supervision and evaluation. A teacher may be under the direct supervision of an administrator, work together with colleagues, or work individually on a project with administrative support.

The following pages explain the principles and procedures of the Professional Growth and Evaluation Program.

Progression through the Phases of the Professional Growth and Evaluation Program

The Hamilton Central Professional Growth and Evaluation Program provides three distinct phases of teacher development and evaluation. Ideally, one third of the faculty would be involved in each of the three evaluation phases in a given year.

Tenured Teachers

Tenured faculty members are encouraged to progress through Phases A, B, and C in a three-year cycle. This plan allows participants to experience the benefits of working collaboratively with administrators and colleagues as well as have an opportunity to achieve some professional goals in a self-directed manner.

A tenured teacher's progression through Phases A, B, and C does not necessarily have to follow a particular order. The decision regarding the phase that is selected for a given year should be made in consultation with the principal. In a three-year cycle, each tenured teacher will have:

- At least one year of Formal Administrative Supervision (Phase A)
- At least one year of Collegial Leadership and Evaluation (Phase C)

Since there could be an overabundance of teachers wishing to participate in the same phase in a given year, the administration reserves the right to limit the number of teachers in that evaluation phase.

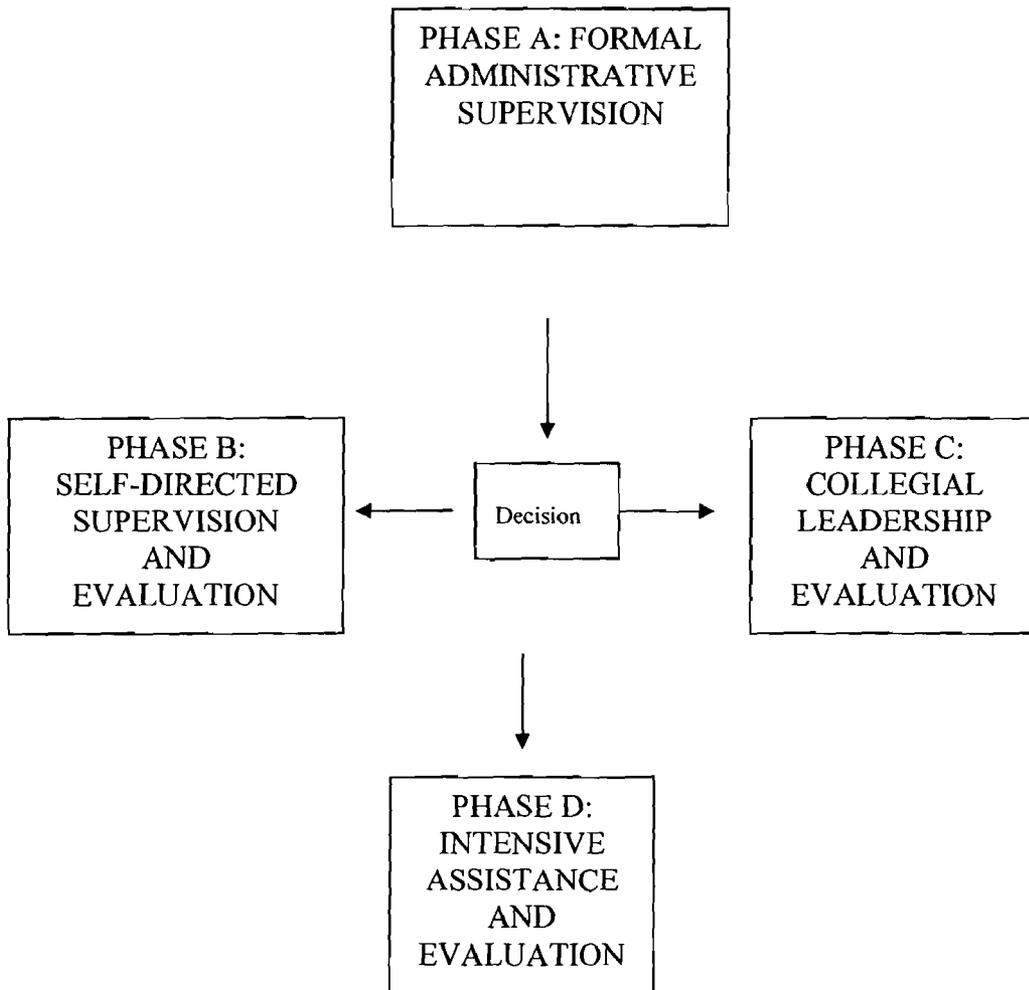
Non-tenured Teachers:

A non-tenured teacher is required to remain in the Formal Administrative Supervision Phase (Phase A) until he/she completes their probationary period or is moved to the Intensive Assistance and Evaluation Phase (Phase D).

If a non-tenured teacher is moved to Phase D and successfully completes the requirements in one or two years, he/she will be moved back to Phase A until tenure is secured.

Upon receiving tenure, a teacher may move to Phase B or Phase C.

PROFESSIONAL GROWTH
AND
EVALUATION PROGRAM



PHASE A
FORMAL ADMINISTRATIVE SUPERVISION

DEFINITION:

The evaluation process begins with the individual teacher and supervisor meeting at the beginning of the school year. During the meeting a limited set of goals which are intended to improve instruction, are collaboratively developed and agreed upon by the teacher and supervisor. These goals should be attainable, specific, measurable, and where possible, growth promoting.

A non-tenured teacher will have a minimum of two (2) formal observations per year. Tenured teachers will be observed formally at least once during the year.

STEP 1. GOAL SETTING

- A. By October 15, the teacher and supervisor will meet to collaborate and set annual goals.
- B. A small number of *measurable* goals (about 3-5) should be selected from different areas of *instructional responsibilities* (i.e., management, instruction, and curriculum). *Other goals may be established as agreed upon by the principal and teacher.*

STEP 2. PLANNING

- A. The teacher and supervisor collaboratively develop a plan and strategies to meet goals.

A possible goal might be: To create and maintain a Learning Environment by selecting and applying more appropriate discipline strategies in the classroom. The plan may include such things as:

- a. Exploring various models and strategies of discipline by attending in-service workshops and seminars.
- b. Learning and practicing selected models of discipline.
- c. Assessing the change in pupil learning using different styles of discipline.

- d. Analyzing observation information about the class and the teacher behaviors while using selected discipline strategies.
- B. The teacher and supervisor should also determine at this time what the criteria for success will be. For example, at what point and by what standard will the teacher and the supervisor determine the goal to be met. In the example above the criteria might be: The goal will be accepted as being achieved when 80% of the pupils in the classroom are aware of and abiding by the rules and disciplinary guidelines of the classroom.
- C. The role of the supervisor is to assist the teacher, where appropriate, in accomplishing his/her goals.

STEP 3. FEEDBACK

- A. The supervisor and the teacher conduct several contacts such as observations, discussions, walk through, and evaluation sessions with feedback. Each formal observation will include a pre-observation and post-observation conference. For non-tenured teachers, at least one of the formal observations shall be conducted prior to December 1. All formal observations will be concluded no later than June 1. The formal observation will be in writing and a copy will be given to the teacher generally within one week of the observation, but no later than two weeks from the date of the observation. The written evaluation will be given to the teacher at least two days prior to the post conference. The post conference should generally take place within two weeks of the observation but no later than three weeks.

Minimally there are five focal points for the collection of data. These are: environment, preparation, attitude/relationships with students, classroom methods/activities, and student learning, all designed and intended to improve and influence student learning and the achievement of student learning outcomes. See Appendix A for data collection details.

- B. Data gathering and observation contacts may vary from a full period observation to a few minutes. Short meetings to present feedback are held between the supervisor and the teacher. The purpose of the feedback is to reinforce teacher behaviors, to expand teacher repertoires, or to cause self-analysis on the part of the teacher.

If the supervisor deems it necessary, the teacher and supervisor will hold a formal conference to review performance around mid-year. After this formal conference, if warranted, a decision could be made to move the teacher into the Intensive Supervision Phase D.

- C. The feedback meeting may vary from formal conferences to quickly written notes, reports, or short conversations.
- D. It is recommended that artifacts be collected and studied throughout the feedback step. Artifacts may include teacher assignments, research data, student work, curriculum documents, test data, videotapes, audiotapes, and teacher plans. The purpose is to reinforce, expand or promote self-analysis.

STEP 4. SUMMATIVE EVALUATION REPORT

- A. By June 15, the supervisor will write a summative evaluation based on the information gathered throughout the year. The evaluation will indicate the degree of achievement of the previously agreed upon annual goals.
- B. The evaluation should be written in the second person (to the teacher, not to the district office).
- C. The evaluation should be reviewed in a conference with the teacher. The evaluation report should not be a surprise to the teacher, since the supervisor and the teacher have discussed the performance throughout the year.
- D. A copy of this summative evaluation will be given to teacher and one will be submitted to the district office.
- E. The non-tenured teacher would remain in Phase A until receiving tenure or he/she is moved to Phase D. After successfully completing Phase D in one or two years, the non-tenured teacher would be moved to Phase A until tenure is secured. At that point the teacher could move to Phase B or

PHASE B

SELF-DIRECTED SUPERVISION AND EVALUATION PHASE

DEFINITION:

The Self-Directed Evaluation and Supervision Phase is used by those members of the faculty who are not part of Phase A or Phase C. Only tenured teachers may participate in Phase B.

STEP 1. GOAL SETTING

- A. By October 15, the teacher selects a few, specific, annual goals to concentrate on during the year. These may be extensions of the goals worked on during Phase A. *Unless otherwise agreed upon by the principal those goals will be measurable and related to the areas of instruction and/or curriculum.*
- B. Strategies for attaining the goal and specific criteria for success are delineated by the teacher and developed into a plan.
- C. This plan is shared with the supervisor for approval and a copy is filed with the supervisor.

STEP 2. FEEDBACK

- A. Throughout the year, observations, feedback, etc. can be provided by the supervisor and by other appropriate staff.
- B. The teacher may request peer observation, video taping, script taping, or other types of feedback.
- C. The teacher gathers artifacts and products for use in self-analysis and professional planning and as evidence of the attainment of the goals and objectives.
- D. *The principal may request* a mid-year status report by January 30 for the supervisor's review.

STEP 3. SUMMATIVE EVALUATION REPORT

- A. By May 15, the teacher provides a written summary, to the supervisor, of successful completion or progress toward attainment of the goals.
- B. The supervisor writes a brief, summative report based on the progress toward the goals and other observation information gathered throughout the year.
- C. Any written assessments made by the supervisor throughout the year will be shared with the teacher.
- D. A copy of this document is submitted to the district office.

PHASE C

COLLEGIAL LEADERSHIP AND EVALUATION PHASE

DEFINITION:

This phase is designed for tenured teachers. The goals that they select may be directed toward classroom instruction or toward other roles and responsibilities in education.

For example, the teacher(s) in this phase might elect to test various concepts and principles of instruction in the classroom, thus doing some unique research. They may attempt to develop some new, innovative process or program and write an article for an educational journal. They may serve as the chairperson of a district-wide or building level committee. Participation in this phase could also include learning clubs, cognitive coaching, mentoring or other approved models. The extent of these goals is limited only by the creativity and desire of the teacher(s), district resources, and the needs of the pupils.

STEP 1. GOAL SETTING AND PLANNING

- A. The teacher(s) and supervisor collaborate and develop a list of potential areas for professional growth and exploration.
- B. By October 15, the teacher(s) develops a small number of annual goals, established strategies for attaining goals, and designs a method for evaluation. A copy is submitted to the supervisor.
- C. Those involved in learning clubs will follow the procedures found in Appendix B.

STEP 2. FEEDBACK

- A. The teacher(s) may request support from the supervisor by way of observations, substitute time, conference time, or any other supportive resources that will help the teacher reach the objectives. These will be mutually agreed upon between the teacher and supervisor.
- B. *The principal may request* a mid-year status report to the supervisor by January 30. This report may be used for any adjustment or revision.

STEP 3. SUMMATIVE EVALUATION REPORT

- A. By June 1, the teachers will submit an end of the year report or documentation on their progress. This report will be submitted to the supervisor for comments and additions. ***These reports will be shared with the faculty.*** The supervisor writes a brief summative report based on the progress toward the goals and other observation information gathered throughout the year. A copy of this report will be given to the teacher before the end of the year.

- B. A copy of the end of the year report will be submitted to the district office.

Appendix B: Learning Club

Appendix C: Cognitive Coaching

PHASE D

INTENSIVE ASSISTANCE AND EVALUATION PHASE

DEFINITION:

For some teachers a more structured and intensive mode of supervision is necessary. This may include probationary teachers who require greater specificity to meet tenure status, teachers in a new assignment, or a teacher whose competence is in question. This phase of supervision is characterized by being more formal. The supervisor may specify timelines and objectives, and may request that assistance be provided by more than just the immediate administrator.

Intensive supervision is characterized by the teacher and/or the supervisor recognizing that the teacher needs assistance to be successful in the classroom. Observations and supervision should be frequent. Feedback should be immediate and specific. All available resources, including human and programmatic, should be utilized where appropriate action for the marginal teacher.

This phase is the most controversial and rigorous of the Supportive Supervision Model, therefore, a rationale for inclusion of this phase is provided below:

RATIONALE

1. A failed teacher may be indicative of a system that is not prepared to deal with the process of guiding, teaching, and supporting a novice or at risk teacher.
2. The process of intensive supervision can lead to success more often than chance, apathy, ignorance or “giving up.”
3. The assistance needed by the teacher may lie in a resource beyond the supervisor. For example, the learning style of the teacher may be more compatible with another faculty member, or another supervisor. Intensive supervision allows for this to happen.

CAVEATS

1. Intensive supervision should be done with, not to, a teacher.
2. The decision about implementation should be collaborative, but may be directive.

3. While intensive supervision may be a summative directed process, that is, one that may lead to recommendation for dismissal or non-tenure, it should maintain the supportive climate inherent in the supportive supervision model for as long as is feasible to provide the best possible likelihood for growth.
4. The motivation and desire to improve and direct energies toward learning should be determined at the onset of Phase D.

PLACEMENT

1. The results of Phase A participation determines whether more help and resources are needed to achieve goals.
2. After a meeting and discussion between the supervisor and the teacher, a letter is sent to the teacher to formally notify him/her of placement into the Intensive Supervision and Evaluation Phase. A copy will be submitted to the district office.

STEPS IN THE PROCESS

STEP 1. GOAL SETTING

- A. A conference is held between the teacher and the supervisor to develop the teacher's annual goals. Specific performance-based objectives are outlined in this conference.
- B. A plan is determined for attaining the goals and objectives, including: specific steps and activities required to reach the objectives, indicators of success or attainment, and projected timelines.
- C. Agreement is reached between the teacher and the supervisor on the necessary resources to accomplish the goals and objectives. The resources may be informal peer observation, in-service courses, conferences, an instructional specialist to work with the teacher and supervisor, and/or any other reasonable means of providing for improved instruction.
- D. A specific and detailed timeline is worked out for the teacher and supervisor to review progress. These should be intervals of no longer than two weeks.

STEP 2. REVIEW

- A. Several formal and informal observations and evaluations will be conducted by the supervisor.

- B. The supervisor provides feedback and specific suggestions after each set of observations and assessments.
- C. Adjustments and refocusing can occur at anytime during the year as determined by the supervisor.
- D. At mid-year, the supervisor will conduct a formal conference with the teacher to review performance and the degree of achievement of previously stated goals. In the tenure year, this conference will take place in December.
- E. A written evaluation will come out of this review. The evaluation will be reviewed in the conference with the teacher.
- F. A copy of this document will be submitted to the district office.

STEP 3. SUMMATIVE EVALUATION REPORT

- A. The supervisor will write a narrative evaluation based on the information gathered throughout the year.
- B. The evaluation will also indicate the degree of achievement of the previously agreed upon goals.
- C. The evaluation should be written in the second person (to the teacher, not to the district office).
- D. The evaluation will be reviewed in a conference with the teacher.
- E. A copy of the document will be submitted to the district office.
- F. Times for the above reports and conference will be determined by the supervisor.

APPENDIX A-2
FOCAL POINTS FOR THE COLLECTION OF DATA

Environment:

- Classroom atmosphere
- Method of handling disruptions
- Accommodation of students with disabilities

Preparation:

- Teaches the curriculum
- Development and organization of lesson
- Material that complements the curriculum
- Appropriate lesson plan
- Use of appropriate classroom technology
- Homework where applicable
- Evaluation methodology

Attitude/Relationships with Students:

- Enthusiastic/positive
- Sense of humor
- Positive reinforcement/feedback
- Teaches to students' experience levels
- Student-teacher rapport

Classroom Methods/Activities:

- Reviews previous material
- Checks for understanding
- Level(s) of questioning
- Provides variety of activities
- Clarity of instruction
- Involves all students in activity
- Facilitates group/student-led work
- Use of student/adult aides
- Summarizes lesson

Student Learning

Data:

- Local evaluations
- State evaluations
- Standardized tests
- Projects, portfolios, demonstrations, performances
- Anecdotal information

APPENDIX B-1

Collegial Supervision:

This phase of the model will allow teachers to work, learn and share with other teachers. The structure is flexible to allow personal and meaningful input. Teachers have input as to when and how collegial time is used.

Approved models for collegial supervision include cognitive coaching, mentoring, and learning clubs.

During a collegial supervision year, each teacher will develop a plan by October 15. Learning Clubs generally would meet once per month. A log or journal of activities will be kept. The log/journal will include the date and location of the meetings. For learning clubs, a liaison will be designated to make the log/journal available to the principal.

Administrators may observe classes, read and/or respond to logs/journals.

At the end of the year, the teachers will summarize their activities and the principal will comment to constitute a summative evaluation.

APPENDIX B-2

Learning Clubs:

Learning Club is one of the options in Phase C. Its purpose is to overcome teacher isolation and to utilize teachers as a resource for other teachers.

To form a Learning Club, three to five teachers agree to cooperate and meet a minimum of eight times, commencing with an organizational meeting by October 15. It is recommended that the teachers come from different departments or grade levels, or even schools, to avoid issues of competition and threat.

The Learning Club is required to keep a log of each meeting. The log should either be submitted to the principal, or be available to the principal. The mid-year and end-of-the-year reports will be a summary of the material found in the logs.

During each meeting a teacher may choose to lead a discussion in any of the following:

1. PROFESSIONAL INFORMATION SHARING – Teachers may share information from a conference, an educational journal, or workshop.
2. LESSON DESIGN – Teachers can use the Learning Club to help design or plan curriculum. Teachers choosing this option should be clear as to what student learning outcomes are.
3. PROBLEM SOLVING – Teachers may organize a brainstorming session to help solve problems related to their instruction. Examples might be having difficulty in integrating technology in the classroom, or having trouble with a particular student.
4. UNLOADING – In this option, teachers can use the club to “unload” on a particular frustration. Again, only items related to instruction are permitted. For example, teachers may express frustration about classroom interruptions, but may not bring up dissatisfaction with the teacher’s contract.

In this option, the emphasis is on club members listening.

APPENDIX C

Cognitive Coaching:

Cognitive Coaching is another option under Phase C. It is a set of strategies, a way of thinking, and a way of working that invites self and others to shape and reshape their thinking and problem solving capacities. (Lipton) Cognitive Coaching focuses on developing the internal thinking and decision making capabilities of the staff member. A focus on these skills helps teachers to generate new possibilities, increase flexibility and focus on outcomes, not problems. (Costa and Garmston)

Cognitive Coaching includes skill development in questioning and response behaviors appropriate to adult interaction and workplace problem solving. Coaching question and response behaviors and language patterns cue teacher thinking, mediate teacher responses, focus attention on details and essential processes and convey caring and expectations. (Costa and Marzano; Costa and Garmston)

During a planning conference coaches mediate by having the teacher:

- Clarify goals and objectives
- Anticipate teaching strategies and decisions
- Determine evidence of student achievement
- Identify the data gathering focus and procedures (Lipton)

During a reflective conference coaches mediate by having the teacher:

- Summarize their impressions and assessment of the lesson
- Recall data supporting their impressions and assessment
- Compare planned with performed teaching decisions and student learning
- Infer relationships between student achievement and teacher decisions/behaviors
- Synthesize new learning and prescribe applications
- Reflect on the coaching process and recommend refinements (Lipton)