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AGREEMENT
Between the
HUDSON CITY SCHOOL DISTRICT

and the
HUDSON TEACHERS' ASSOCIATION

July 1, 2006 through June 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

The Hudson City School District, Hudson, New York (hereinafter referred to as the District) and the Hudson Teachers' Association (hereinafter referred to as the Association) enter into this agreement to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act).

ARTICLE 1 - RECOGNITION

The Board hereby recognizes the Association, for the purposes of negotiating collectively in the determination of, and the administration of grievances arising under, the terms and conditions of employment as defined in the Public Employees Fair Employment Act, as the exclusive representative of all full time professional employees of the Board, including classroom teachers, school psychologists, social workers, guidance personnel, nurse-teachers, librarians, special teachers, Registered Nurses, coordinator, such as but not limited to health and computer and heads of departments but excluding personnel having supervisory duty, such as the Superintendent and Assistant Superintendents, Curriculum Coordinator, Principals, Assistant Principals and Teaching Assistant Principal. For purposes of this agreement, the term "full time employee" shall refer to such professional employee who works in excess of half time and contributes to the New York State Retirement System. Unless otherwise indicated, the term "teacher" when used in this agreement shall refer to a member or members of the unit herein defined.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. The District and the Association agree to negotiate in good faith in an effort to reach an agreement in the determination of, and administration of grievances arising under, the terms and conditions of employment (as defined in the Public Employment Act) of the teachers in the unit. Negotiations over such matters shall take place commencing on or about January 15 of the same year that the agreement expires on June 30th for adoption in the following school year. All proposals for negotiations shall be submitted in writing by the District or the Association to the other part by January 15 of each year.

B. During negotiations, the District and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The District, shall within reason, make available records, data and information in its possession (including line budget items where developed) which are directly pertinent to a topic under negotiation. The Association shall also, within reason, make available records, data and information in its possession or which may be available through its state or national affiliates and which are directly pertinent to a topic under negotiation. Negotiated agreements shall be reduced to writing and be signed by the Association or their duly authorized representative and the Superintendent.

C. 1. Should a negotiating meeting between the District or its designated representative, and the Association be held during part of a school day, Association members, not

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exceeding three (3) in number, directly engaged in the negotiations discussions shall be released without loss of pay from their normal duties not earlier than fifteen (15) minutes prior to the beginning of the meeting. The President of the Association shall provide the Superintendent of Schools in writing, ordinarily three (3) days in advance with the name of such teacher and the date and hour of requested release; and on grounds of educational hardship for the students of such teacher, the Superintendent may direct that another date be used.

2. Except as provided in Paragraph C, no within-the school-day activity of the members of the Association negotiating team shall in any manner alter or interfere with the normal instructional processes of any teacher.

ARTICLE 3 - TEACHERS' SALARY SCHEDULE

The salary schedule includes all advanced degrees of study and the first 30 credit hours earned. (See Appendix B.)

The salary schedules which are annexed hereto as Appendix B reflect a 3.0% increase, effective July 1st in each of the first and second years of the contract.

Effective July 1, 2008, a new salary schedule providing for annual increments shall be created by converting the existing schedule into a 24-step schedule. Such schedule shall be increased by 3.25% with the top (24th Step) receiving an additional \$650. The initial step on the converted schedule shall correspond to years of District service and step placement at the time of hire.

The converted schedule shall be increased by 3%, effective July 1st in each of the fourth and fifth years of the contract.

Upon completion of 25 years of service with the District, unit members shall be paid an annual longevity of \$500. Such longevity shall be increased to \$1,500 after the unit member completes 30 years of service with the District, and shall remain in salary thereafter.

A. Educational Credit

All credits, in excess of 30 credit hours, earned will be paid at the rate of \$67 per credit hour in 2008-09; \$70 per credit hour in 2009-10; and \$73 per credit hour in 2010-11. November 1st shall be the deadline for the submission to the Superintendent of the transcript or certificate of completion of course of study and salary credit shall be retroactive to the 1st paycheck of that school year; March 1st shall be the deadline for the submission to the Superintendent of the transcript or certificate of completion of course of study and salary credit shall be retroactive to the 2nd paycheck in January. Salary credit will be granted with prior approval from the Superintendent or his/her designee:

1. Courses in teaching methodology.



2. Courses taught by a graduate degree granting accredited institution related to the applicant's assignment or area of certification.

3. Courses prescribed for a degree program reasonably related to the teacher's assignment area and approved in advance by the Superintendent.

4. Courses requested or approved by the administration for the improvement of the teacher (not to include in-service courses).

5. Computer courses - both graduate and undergraduate courses which are able to contribute to the educational application by the staff, if they otherwise meet the procedure outlined. The ninety credit hour cap shall be waived for these courses only.

Salary credit will not be granted for:

1. Courses other than those given graduate credit by the offering college or university.
2. Courses in adult or continuing education.
3. Courses leading to a new profession outside the field of education.
4. Courses for which a grade of "B", "Satisfactory" or better is not received as a final grade. (New courses.)
5. Courses that duplicate previously taken courses.
6. Courses that are not properly documented by official transcript.
7. Undergraduate courses.

For the purposes of this section, the areas of assignment shall be construed as the area of certification for which the teacher is employed. Teachers may take courses within the areas in which they are assigned.

Course approval must be requested at least ten (10) days prior to the opening session of a course.

B. Credit on the salary schedule shall be awarded by the District for successful completion of in-service programs approved by the Superintendent or his designee.

C. Prior Service

Teachers with prior teaching experience shall be given credit up to seven (7) years, with the District retaining the option of granting additional years of service up to the actual number of years of service the newly appointed employee has as a certified or provisionally certified teacher. Credit will be given for actual experience only. In the event that the teacher making application has been out of the teaching profession for more than five (5) years, the Superintendent shall use his or her discretion as to the amount of creditable service, occupational credit or allied work experience that will be allowed, in relation to the estimated instructional time and/or work competency performed. A ratio of one (1) year for every three (3) years will be used as a suggested guide. Teachers entering the system shall be given credit for military service up to three (3) years. The District shall have the right to hire new employees at a step higher than Step 7.

D. Insurance:

1. Health Insurance

A. Effective March 1, 1999, there shall be a substitution of the District's current health plan with the Blue Shield preferred organization health insurance at the \$2.00/\$5.00 drug level. There shall be a \$0 dollar co-pay for maintenance drugs through mail order. Effective July 1, 2009, drug co-payments shall be as follows: \$5.00 generic; \$10.00 non-preferred brands; \$25.00 preferred brands; 2 co-payments for mail order.

B. For active employees, effective July 1, 2002, the District shall pay either: (a) 100% of the cost of the individual coverage; or (b) 95% of the cost of family or two-person coverage. Effective July 1, 2004, the District's contribution for family or two person coverage will be 94% of the cost. Effective July 1, 2008, the District shall pay 90% of the cost of coverage.

For retirees, retiring before July 1, 2008, the District will continue to pay either: (a) 100% of the cost of the individual coverage; or (b) 97% of the cost of family or two-person coverage. For unit members retiring on or after July 1, 2008, such retirees shall pay 6% of the cost of health insurance coverage into retirement.

C. Health Insurance Buyout

(I) Effective July 1, 2002, unit members who are otherwise insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1,500.00 each year of the contract. One-half of the payment shall be made by January 15 of each year and at that time the employee must resubmit proof of alternate coverage and the balance paid by the end of the school year. Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the employee by June 1st of the year preceding the buy-out. Employees must be out for a full year to get full payment.

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(ii) Written notice and proof of alternative health insurance coverage must be submitted to the Business Office not later than June 1st for the buy-outs effective July 1st.

(iii) Dual Health Insurance Restriction: No employee hired on or after July 1, 2002 shall be eligible for two-person or family coverage with the District if his/her spouse is an employee of the District and receiving two-person or family coverage. The employee may either be covered under his/her spouse's family or two-person coverage, or may select individual coverage if the employee's spouse has also selected individual coverage. No buyout shall be paid. This clause is not intended to leave an employee without health insurance coverage and if events, such as divorce or separation, occur and as a result the employee is left without health insurance coverage, the employee shall be eligible to enroll in the District's plan subject to the provisions of the plan.

(iv) Re-entry into the District's health insurance program shall be limited to persons who have lost alternative coverage and shall be allowed at any time, subject only to the waiting period, if any, or the health insurance program's rules and regulations. Upon re-entry, the unit member will receive a pro-rated payment of the buy-out paid for the months out of the applicable year. At the time of hire, new hires may opt-out of coverage within 30 days and receive this benefit only on a pro-rated basis where applicable, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

2. Dental Insurance

The District shall contribute \$200.00 per unit member for dental coverage to either offset premium expenses or personal dental expenses upon proof of dental expenses. Such benefit shall terminate effective June 30, 2008.

3. Welfare Benefit Trust

Effective July 1, 2008, the District shall contribute \$300 per unit member to a welfare benefit trust, which shall be administered by the Union. Such contribution shall be increased to \$350 per unit member, effective July 1, 2009, and \$400, effective July 1, 2010.

4. Flexible Spending Plan

In accordance with § 125 of the Internal Revenue Code, the District shall implement a flexible spending plan for all employees covered under this agreement to the maximum amount allowed. Employees shall participate in the above referenced flexible spending plan on a voluntary basis.

E. Professional Dues

The District agrees to reimburse any member of the bargaining unit for a maximum of Fifty (\$50.00) Dollars for dues in professional organizations of an educational nature. Such reimbursement must be requested in accordance with applicable District policies regarding reimbursement.

ARTICLE 4 - SALARY FOR FULL-TIME
CERTIFIED SCHOOL PSYCHOLOGISTS

Salaries shall reflect index increases of 1.08 for School Psychologists plus 1/20 of their ten (10) month salary for ten (10) additional work days during the months of July and August if requested in a timely manner by the District.

ARTICLE 5 - GRADE LEVEL CHAIRS,
DEPARTMENT CHAIRS AND TEAM LEADERS

A committee comprising two (2) members of the bargaining unit, appointed by the HTA, and two (2) members designated by the Superintendent shall review the status of grade level chairs, department chairs and team leaders. Such committee shall establish appropriate job titles and job descriptions of duties. Stipends for such titles shall be increased at the same rate as the across-the-board percentage increase for the salary schedule. Until such time, the following shall be in force.

For grades K-6, there shall be one (1) teacher who will serve as chair at each grade level. There shall also be one (1) teacher who will serve as the chair of special education grades K-6. As remuneration, the teacher shall receive an annual stipend in the amount of:

2006-07	-	\$3,188
2007-08	-	\$3,284
2008-09	-	\$3,391
2009-10	-	\$3,492
2010-11	-	\$3,597

For grades 7-12, there shall be one (1) teacher who will serve as department chair in each of the following subject matters: language arts, math, science, social studies, technology, family and consumer science, business, guidance and special education. As remuneration, the teacher shall receive an annual stipend in the amount of:

2006-07	-	\$2,319
2007-08	-	\$2,388
2008-09	-	\$2,466
2009-10	-	\$2,540
2010-11	-	\$2,616

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For grades K-12, there shall be one (1) teacher who will serve as department chair in each of the following subject matters: ESL, foreign language, art, music, library services, physical education, and health services. As remuneration, the teacher shall receive an annual stipend in the amount of:

2006-07	-	\$3,188
2007-08	-	\$3,284
2008-09	-	\$3,390
2009-10	-	\$3,492
2010-11	-	\$3,597

Teachers interested in serving as department chair, grade level chair or team leader may apply for said position. The Superintendent of Schools shall select and appoint the department chair, grade level chair or team leader from among the applicants.

Teachers who serve as grade level chairs, department chairs or team leaders shall work a full time teaching schedule, in addition to their responsibilities. All 7-12 Chairpersons other than Grades 7-12 Chairpersons of Core Courses (Math, Science, English and Social Studies), shall be on a full-time schedule. All 7-12 Department Chairs shall be granted an average of 42 minutes per day relief from student supervision.

Application for all grade level chairs, department chairs and team shall be submitted to the office of the Building Principal, Superintendent or his/her designee by May 1. Appointments to all positions will be made no later than June 15.

All grade level chairs, department chairs and team leaders will be given a candid evaluation by a District Administrator selected by the Superintendent. Such evaluation shall be based on job performance. Such evaluation shall be a significant factor in the application for reappointment. Evaluations must be completed by May 1 of each year.

ARTICLE 6 - APPLICATION AND APPOINTMENT PROCEDURES

Fall and Winter applications for extracurricular positions are due in the office of the Superintendent or designee by April 15. The Board of Education's decisions regarding these specific assignments for the following school year will be made not later than the last week in May. All spring sports applications will be submitted to the Superintendent or designee by November 1st. Applicants will be notified by December 15th.

Applications for all other extracurricular positions are due in the office of the Superintendent or designee by April 15. The Board of Education's decisions for the following school year will be made no later than the last week in May.



All extracurricular staff shall be given a candid evaluation by a designated supervisor. Such evaluation shall be based solely on job performance in the specific activity. Such evaluation shall be a significant factor in application for reappointment. Evaluation must be completed within one (1) month of the completion of the activity. No non-District employee shall be considered for an appointment unless qualified District employees have failed to apply within the time limits.

For coaching assignments only, the term qualified shall be defined to include the following: prior experience in the position, teaching or coaching certification (if necessary), satisfactory evaluations in an extracurricular position, and knowledge of the subject matter. Non-district employees must meet state commissioner's regulations.

EXTRA CURRICULAR PAY SCHEDULE

See Appendix A.

ARTICLE 7 - SUMMER PROGRAM

A. All openings for District-run summer school positions and evening school positions shall be adequately publicized in each school building as early as possible. Under normal circumstances, summer school openings will be publicized no later than the immediately preceding May 1st and teachers will be notified of the action taken no later than June 1st. Compensation for District-run summer school programs shall be as follows: Summer 2008: \$40/hour.; Summer 2009: \$42/hour.; Summer 2010: \$44/hour.; Summer 2011: \$46/hour.

B. Such positions in the Hudson Summer School will, to the extent possible, be filled first by regularly appointed teachers in the Hudson School System. Previous successful experience in the Hudson Summer School will be an important factor in making selections theretofore.

C. The sum of Six Thousand (\$6,000) Dollars shall be spent by the District for summer curriculum development work according to the District policy presently in effect.

ARTICLE 8 - SUPERVISION OF SCHOOL- INITIATED EVENTS

A. When school initiated events take place outside of regular school hours, chaperones for these events shall be taken from a pool of volunteer staff members that has been mutually established by the teachers and administrators in that building and/or in the District.

B. A pool of volunteer staff shall be determined as follows:

1. During the first week of the school year, the building administration shall circulate a memo to all staff members requesting volunteers to be used for extra duty assignments.

2. From the list of names, administration of the building in which the event is sponsored, in consultation with the initiators of the event, will select the staff members to be

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assigned. A tentative schedule for such assignments shall be distributed to all staff members no later than October 1st for all Fall activities; December 1st for Winter activities and March 1st for Spring activities.

3. School-initiated events include interscholastic athletics, dramatics, music festivals and concerts, and such other events as deemed appropriate by the Board of Education, with its prior approval.

Other events deemed appropriate by the Board of Education, such as weekend assignments, shall be paid on a prorated basis of 1/180th the teacher's annual salary at a per hour rate or at a daily rate, whichever is appropriate.

ARTICLE 9 - SALARY PAYMENTS

A. In June of each year, teachers will be given the option of selecting a twenty-one or twenty-six pay period for the subsequent school year. Those teachers selecting a twenty-six pay period shall receive a lump sum payment equivalent to five pay periods on the last pay period in June.

B. Teachers desiring to change their method of payment will so notify the District prior to August 1st. Said change will then become effective in the subsequent school year.

ARTICLE 10 - EXTRA PAYMENT

Effective July 1, 2008, the following set hourly rates shall apply:

- \$33 per hour for supervision;
- \$36 per hour for curriculum development;
- \$39 per hour for tutorial;
- \$41 per hour for after-school instructional programs.

Such rates shall be increased by \$3 per hour effective July 1 of each of the following years of the contract.

The terms shall be defined as follows:

Supervision - presence.

Curriculum development - formulate or revise curriculum, may include staff development, no teaching and no lesson plan required.

Tutorial - assistance of student(s) with curriculum, no lesson plan required.

Instruction - lesson plan required, teaching students required.



The Assistant Superintendent for Curriculum and Instruction shall establish guidelines for determining which curriculum development activities are compensable. No unit member shall be paid for curriculum development or student tutorial assistance without prior approval by the Assistant Superintendent for Curriculum and Instruction.

ARTICLE 11 - TEACHER LEAVE

Teachers may only take leave in accordance with the following provisions:

A. Personal Leave

1. Teachers employed in the Hudson City School District will be granted personal leave each year. Unused personal leave will be cumulative in the individual employee's sick leave bank.

2. Requests for personal leave shall be filed with the Principal at least two (2) days in advance. Exceptions to this procedure will be for occasions of death or emergency in which case the notice will be waived.

3. Personal leave shall be granted in accordance with the following provisions:

A. Staff members beginning their first year of employment in the Hudson City School District shall be granted one (1) day of personal leave.

B. Staff members beginning their second year of employment in the Hudson City School District shall be granted two (2) days of personal leave.

C. Staff members beginning their third and subsequent years of employment in the Hudson City School District shall be granted three (3) days of personal leave.

4. Personal leave shall not be granted on days immediately preceding or following a holiday or vacation except for the following reasons:

A. Legal Matters: House closing, income tax hearing, court appearance, probate proceedings.

B. Ceremonies: Graduation of spouse or children, day of wedding, participation in religious ceremonies, honors and award ceremonies involving the employee or immediate family.

C. Education: Required educational examinations, attending educational meetings, required parental visits by parents to college.



D. Medical Appointments: When such appointments cannot be made outside the school day.

E. Any other reason of a serious nature must be approved directly by the Superintendent or designee.

B. Bereavement Leave

1. Each teacher shall be granted five (5) days per year, per occurrence, non-cumulative leave, without loss of pay, for absence due to death of a spouse, domestic partner, child, parent, or spouse's parent. Each teacher shall also be granted three (3) days per year, per occurrence, non-cumulative leave without loss of pay, for absences due to death of brother, sister or corresponding member of spouse's family including any person who stood in "parentis loci" for the teacher during the deceased person's lifetime. Each teacher shall be granted two (2) days per year, per occurrence, non-cumulative leave without loss of pay for absence due to death of grandmother or grandfather. Each teacher will be granted one (1) day leave to attend the funeral of an aunt or uncle.

2. In the event of the death of a retired member of the bargaining unit, the Association will select three (3) members of the bargaining unit to represent the Association at the funeral services at no charge to the Association or the individual member.

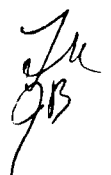
C. Sick Leave

Leave under this section is for personal illness or injury, and for severe illness or death in the immediate family, as defined in Section B, above.

1. Employees, during their probationary period, shall have full salary for ten (10) days per year granted on the first day of school. Tenure teachers will receive eleven (11) days per year granted on the first day of school. Each teacher will also have ten (10) additional days, non-cumulative, during which the employee shall receive the difference between his contract salary and the pay of the substitute hired. This deduction shall be made whether or not a substitute takes over the work of the teacher.

2. Any of the sick leave days per year plus the personal leave not used in that year will be carried over until the employee has accumulated two hundred fifty (250) school days.

3. During any year, leave available to any employee shall be the sum of the unclaimed carry-over from preceding years, plus ten (10) or eleven (11) days for the current year, or one hundred eighty three (183) school days, whichever is smaller.

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4. A physician's certificate of illness or injury may be required at the discretion of the Superintendent of Schools from an employee to support a claim of sick leave. A second opinion may be requested by the Superintendent at District expense.

5. A Sick Leave Bank shall be created upon the contribution of an equal number of days from the faculty association and the Hudson City School District. Teachers electing to participate in such a bank shall submit to the Hudson City School District a waiver of no more than one day of accumulated sick leave. The faculty association shall contribute no more days than the number of teachers employed by the Hudson City School District. The number contributed shall be matched by the Hudson City School District. All teachers shall be eligible to participate but teachers not electing to waive time shall not be eligible to receive time from the sick leave bank. The bank shall be administered by a committee of two administrators appointed by the Superintendent and two teachers appointed by the faculty association who shall act upon withdrawals from the bank. Withdrawals from the bank shall be limited to teachers who are involved in catastrophic illness or accident and who have exhausted their sick leave. The bank shall be renewable once all days contributed have been used. The renewal shall be subject to terms set forth above. In no event will any teacher be eligible to receive days from the sick bank in an aggregate of more than 183 days.

6. Effective the date of ratification, reimbursement for unused sick leave shall be granted according to the following schedule and stipulations:

0 - 60 days	No Pay
61 - 120 days	\$50.00 per day
121 - 180 days	\$100.00 per day
181 - 210 days	\$125.00 per day

The maximum sick leave accrual shall be 250 days, effective July 1, 2008. Those persons currently having accruals beyond the contractual maximum shall retain the accrual reported by the District as of the signing of the Memorandum of Agreement. No more than 210 days may be reimbursed.

a. No teacher shall be eligible to receive payment for unused sick leave until he or she has had ten (10) years of continuous service, excluding any type of leave, after the date of employment by the District.

b. Notice of retirement must be submitted to the Superintendent by no later than March 1st of the year of retirement to be eligible for the above benefit, resignations must be effective by June 30th, and accepted by the Board of Education to be eligible for the above benefit.

c. Payment for unused sick leave will be added to the last salary check of the year of retirement or resignation after unused sick leave benefits are computed according to the above schedule and stipulations.



d. The District reserves the right to review the efficiency of the payment for unused sick leave in order to determine whether or not it will be continued beyond the term of this agreement.

e. The reimbursement for unused sick days shall be paid to the estate of the teacher in the event that the teacher dies, when other criteria for reimbursement are the same.

7. For the protection of pupil and teacher interests, compensation for leave shall not be granted to any employee who uses school time for remedial treatments or operation, which, in the opinion of the attending physician may be safely postponed until a vacation period.

ARTICLE 12 - RETIREMENT INCENTIVE

A retirement incentive of \$13,070 shall be available to those employees who retire in their first year of eligibility to retire without penalty, under the regulations of the TRS. The incentive shall not be available thereafter. In order to be eligible for the retirement incentive, an employee must submit his/her letter of resignation for retirement purposes by no later than March 1st of the year of eligibility and the employee's retirement must be effective no later than June 30th of the first year of eligibility.

The retirement incentive shall be paid in addition to the payout for unused sick leave.

ARTICLE 13 - CONFERENCES

Teachers will be entitled to the following absences with pay each year in addition to the leaves specified as Personal Leave and Sick Leave.

A. Absence with pay is allowed at the discretion of the Superintendent for attendance at conferences or visits to other schools; however, when educational consultant fees in excess of \$100 daily are to be received by the individual, the day or days shall be charged to personal leave.

B. In order to be eligible for reimbursement for conferences and travel costs, prior approval must be obtained from the Superintendent. A brief written report of an approved educational conference or visit by a teacher shall be submitted to the Building Principal within ten (10) days after the conference.

C. A committee shall be established for the purpose of planning district-wide conferences. The committee shall be composed of three (3) members designated by the Association. The members of this committee shall have parity in the preparation of the agenda and the recommendations of the joint committee shall be the agenda for the meeting. Committee meetings shall take place during the normal work day without loss of benefits to the committee members.

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D. Three (3) days of absence with full pay, and payment of substitute, shall be granted to the delegates for attendance at the New York State United Teachers Representative Assembly or an equivalent amount of time for Association business.

E. One (1) day of absence with full pay, and payment of substitute shall be granted to delegates for attendance at the New York State Teachers' Retirement Board Annual Meeting. Teachers will be encouraged to attend conferences.

F. Two (2) days per school year for conferences and one (1) day per school year for professional visitation will be granted upon the approval of the Superintendent or his designee.

ARTICLE 14 - PARENTAL LEAVE OF ABSENCE

A. An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing as follows:

1. A teacher shall be entitled upon request to a leave to begin within one (1) year upon delivery or adoption of a child. Said teacher shall notify the Chief School Officer in writing of intent to take such leave and, except in case of emergency, shall give such notice at least 30 days prior to the date on which said leave is to begin.

B. A teacher who is granted such leave of absence pursuant to Section A above shall have the following re-employment rights:

1. A teacher shall be returned to the same position or position similar and within his own tenure area upon sixty days notice to the District of intent to return. Said return shall be at the beginning of a semester unless by mutual agreement. The maximum period of such leave shall be two years except such leave may be extended by mutual agreement.

2. Upon return to service a teacher shall have restored the same benefits accrued at the time the leave commenced.

ARTICLE 15 - SCHOOL YEAR AND DAILY TEACHING LOAD

A. The school year shall be one hundred and eighty-three (183) student contact days for all unit members, and the number of Superintendent's Conference days to be scheduled shall be three (3). The school calendar to be adopted by the Board shall include three (3) half-days during the last month of school for teachers of grades K through 8.

B. The District shall have the discretion to require new staff to report to work during the week prior to Labor Day for one (1) day for a period of up to four (4) hours for the purpose of orientation. Participants shall receive \$50.



C. Secondary Daily Teaching Load

A committee composed of two (2) administrators, appointed by the Superintendent, and two (2) teachers, appointed by the HTA, shall be formed to make scheduling recommendations to the Superintendent. However, final scheduling determinations rest with the Superintendent. [Note: This provision is intended to address global scheduling issues and not replace scheduling committees currently in place at the Montgomery C. Smith Middle School and Hudson High School.]

1. The number of daily periods of classroom instruction for a secondary teacher shall not exceed five (5), unless with the mutual consent of the tenured teacher. There shall be at least one (1) period assigned for preparation, one period of supervision of students in study hall or study labs, a homeroom period as scheduled during the 1979-80 school year, and one period for lunch. This lunch period shall be free from student supervision duties. An attempt will be made to limit the number of study halls assigned to Social Studies and English teachers, whenever practical. The teacher shall use his professional judgment in assisting students until the end of the regular school day.

2. Staff may be assigned to 9th and 10th grade study halls or study labs. Study halls shall not exceed a maximum ratio of 35 students per teacher. Students shall be assigned on a regular basis and the teacher assigned to each study hall shall be provided an assignment list of said students. Teachers shall be assigned to 9th and 10th grade study halls and study labs on a rotating basis. Assignments shall be made on an equitable basis. Teachers may be assigned to 11th and 12th grade study labs. Assignments shall be made on an equitable basis.

D. All elementary special area teachers, music, art, physical education, library, etc., who have class assignments shall have teacher periods equal to that of regularly scheduled teachers.

E. Each elementary teacher shall have no less than one preparation period per day. The District shall provide teacher aides during classroom instruction time for three (3) hours per day for each Kindergarten and 1st grade teacher and no less than one and one-half (1 ½) hours per day for 2nd grade teacher.

F. An elementary teacher at the discretion of his administrator, may leave his classroom when a teacher of a special class is giving instruction in his room.

G. All elementary teachers shall have no less than 35 minutes each day for lunch. This period shall be free from all student supervision duties.

H. Elementary classes shall have library periods conducted by a librarian, where practical.

I. Where practical the study halls with a large number of students will have an aide to assist the teacher.

J. Teachers at the secondary level should not be required to develop more than two (2) teaching plans, however, exceptions may be made when necessitated by the courses involved or by scheduling difficulties.

K. Teachers may normally expect to leave the school building one hour after the start of a regularly scheduled department or staff meeting. The number of after school meetings shall not exceed two per month except in cases of emergency.

L. It is understood that at least one unused snow day will be added to the Memorial Day Holiday.

ARTICLE 16 - RELIEF FROM NON-TEACHING DUTIES

A. For the relief of non-instructional duties to teachers, clerical assistants will be provided in each school building to assist teachers in routine clerical work. The Principal of each building will be responsible for the scheduling of this clerical assistance at a level to provide an ongoing program.

ARTICLE 17 - DISCIPLINE

Discipline of students shall be subject to the District Code of Conduct and State law. Any changes by legislative act shall be made part of the Code of Conduct.

ARTICLE 18 - TEACHING ASSIGNMENTS

A. In arranging schedules for itinerant teachers who are assigned to more than one school, the superintendent shall make an effort to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practical and ordinarily at least a week in advance. Those teachers will not be expected to travel during lunch time without adequate allowance for travel time.

B. Initial assignment shall be in accordance with the written notification of appointment. Teachers, other than newly appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming year, prior to the end of the preceding school year, including the schools to which they will be assigned and the grades and/or subjects that they will teach. Teachers whose school, grade, or subject assignments are changed during the summer shall be notified as soon as practical after the final determination to make such changes. If the teacher desires an appointment for consultation regarding the proposed schedule changes, the teacher must contact the Principal within ten (10) days of the notice. These same rights are extended to teachers returning from a leave of absence.

A handwritten signature in black ink, appearing to be 'JL' or 'JB' with a stylized flourish.

C. Notification of his or her salary for the coming year shall be given in writing to each teacher as soon as reasonably possible after salary agreement has been finalized.

D. Any major schedule changes which affect daily teaching load as defined in Article 15 shall be mutually agreed upon by the District and the HTA.

ARTICLE 19 - CLASS SIZE

The recommended number of pupils shall be as follows:

Kindergarten and Primary Grades	20-25
Intermediate Grades	25-30
Secondary Grades	27-32
School Classes	25-30
Physical Education, Secondary Grades	35-40
Technology	14-18
Family & Consumer Science	18-22
Study Halls	30-35

The primary grades are grades K-3. Intermediate grades are grades 4-6. Physical education for secondary schools shall mean grades 7-12. When practical, and subject to student needs, new students shall first be added to classes with the fewest number of students.

ARTICLE 20 - TEACHER ANNUAL PROFESSIONAL PERFORMANCE REVIEW AND PROFESSIONAL DEVELOPMENT PLAN

[See Appendix "C"]

A. Teacher's Files

Only material containing salary and fringe benefit information and materials relating to professional evaluation will be placed in a unit member's personnel file. No material shall be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher will be given an opportunity to acknowledge review by affixing his/her signature to any document marked to be placed in the teacher's file. Teachers will be given copies of all material placed in their files and an opportunity to respond to that material within ten (10) days of receipt of the material. No outside material from any source will be placed in a teacher's file unless it has been investigated by an appropriate administrator and separate findings are made.

B. Just Cause

1. No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. In no case shall this be done publicly, except as may be required in the State Tenure Law.

2. Teachers who are in their final year of probation shall be notified in writing as to the Board's intent to grant them tenure. Such notice shall be given no later than sixty (60) days prior to the expiration of their probationary period. Probationary teachers who are released shall not be denied an opportunity to present to the Board their position relative to their discharge in accordance with Education Law §3031.

3. All other probationary teachers shall be given notice in writing of the Board's intent to re-employ them no later than April 15th of each school year, if possible, unless waived by the teacher.

4. Upon the criminal conviction of: (1) any felony; (2) any class A misdemeanor, (3) any sexual offense that is in the New York State penal code and allows for the convicted individual to be confined to county jail or state prison for a term of three months or greater; or (4) any behavior or act that clearly evidences a reasonable question as to the moral character of said employee, including a tenured, certified teacher; the Board of Education may suspend said individual without pay pending the final determination of the 3020-a hearing. During the period of suspension the salary of the suspended individual shall be deposited to an interest bearing escrow account, so as to comply with 3020-a(4) and said monies shall be paid to the suspended individual upon exoneration by the 3020-a panel. In the event the suspended individual is not exonerated, the monies shall revert to the District to be used as directed by the Board of Education.

ARTICLE 21 - TEACHER PROTECTION AND RIGHTS

A. A teacher may file a claim and the District will compensate said teacher for loss of personal property associated with on the job activities. Proof of ownership must be established and use of personal property made known at the time the teacher is expecting to use said personal property.

B. Teachers will immediately report in writing all cases of physical assault sustained by them in connection with their employment to their Principal or immediate supervisor. The Principal or immediate supervisor will cooperate to assist the teacher so that the teacher's legal rights are protected.

C. A teacher may file a claim and the District may compensate, at its discretion, teachers for loss of personal property.

D. In the event of a job related injury, the teacher will not lose any personal or sick leave benefits as a result of said injuries, provided it is determined by Worker's Compensation to be a work-related injury.

ARTICLE 22 - VACANCIES AND PROMOTIONS

A. 1. All vacancies shall be posted in every school, clearly setting forth a description of the qualifications for the position.

2. When school is in session, such notice shall be posted as far in advance as practicable.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his or her designated administrator within the time limit specified in the notice. No notice of appointment shall be designated until after the posted deadline date.

4. Teachers who desire to apply for a vacancy that may be filled during the summer vacation period shall submit their names to the Superintendent, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer vacation. The administration will send such notice as far in advance as the best interest of the educational program will allow. In addition, the Superintendent shall post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the Superintendent's office. A copy of such lists shall be mailed to the President of the Association.

B. All appointments to the aforesaid vacancies and openings shall be made upon the recommendation of the Superintendent based on qualifications, experience and leadership qualities.



ARTICLE 23 - TRANSFERS TO OTHER BUILDINGS

A. A teacher desiring a transfer for the next school year may submit in writing such request to the Superintendent of Schools. Whenever the Superintendent knows of a vacancy, the Superintendent will notify the teacher who has filed a request and Principals involved as soon as possible.

B. Transfer shall be made upon the recommendation of the Superintendent or designee for Education after consultation with the teachers and Principals involved and with the approval of the Superintendent.

C. The parties agree that involuntary transfers will be made only when necessary and in the best interest of the school system. Notice of an involuntary transfer shall be given to teachers and Principals involved as soon as possible. A minimum of thirty (30) days notice is desirable. Notifications of transfers made during non-school periods will be made in writing and transferred teachers will be allowed a ten (10) day period of time of the notice to make an appointment for consultation.

D. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or designee at which time the teacher shall be notified of the reason therefor, which shall be based on the general good of the Hudson City School District. In the event that a teacher objects to the transfer or reassignment at this meeting upon request of the teacher, he may consult with the Superintendent of Schools.

ARTICLE 24 - TAX SHELTERED ANNUITIES AND DUES DEDUCTIONS

A. Tax sheltered annuities will be provided through a single forwarding agent designated by the Hudson Teachers' Association for the purpose of servicing all tax sheltered annuities elected by teachers of the District. The District shall only be obligated to provide one (1) total check identifying for any such forwarding agent the amount deducted for each individual teacher who authorizes the TSA reductions in salary.

B. 1. The Hudson City School District agrees to deduct dues from teachers' salaries for the Hudson Teachers' Association. Said teachers, individually and voluntarily, will authorize the District, in writing, to deduct any or all of such Association's dues and to transmit the monies promptly to the Associations so designated.

2. Each of the Associations named in Paragraph B.1. above will certify to the Superintendent or designee, in writing, the current rate of its membership dues. Any Association that changes the rate of its membership dues will give the District thirty (30) days written notice prior to the effective date of such change.



3. Deductions referred to in Paragraph B.1. above will be made in as nearly equal monthly installments as is practicable during the school year (i.e., September - June). The District will not be required to honor authorizations for any cancellations or new deductions that are delivered to it later than fifteen (15) days prior to the distribution of the payroll affected by such change.

4. No later than October 19th of each year, the District will provide the Association with a list of those employees from whom dues are being deducted for any of the associations named in Paragraph B.1, above. The District will notify the Association monthly of any changes in said list.

C. In accordance with the teachers' directives in Paragraphs A and B.1. above, the District will make continuous deductions as long as the teacher is employed in this District. Any changes involving a new school year must be submitted, in writing, no later than fifteen (15) days prior to the first payroll in September.

D. In no event will the District be liable for the payment of any dues for any teacher under this Article.

E. 1. The District shall deduct from the salaries of those members of the bargaining unit, who are not members of the Association, a service fee (agency fee) equivalent to the total amount of annual per capita dues paid by the members of the Association.

2. The agency fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association, unless the non-member has paid the total agency fee directly to the Association by the last work day in September, as stipulated by the Association to the District.

3. Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year, shall pay a service fee equivalent to the pro rata portion of the total annual per capita dues paid by members of the Association.

4. The Association hereby agrees that it will at all times hereafter indemnify and hold harmless the District against any liability, loss, damage, cost or expense that it may incur or sustain by reason of any action, suit or proceeding that may be brought against the District by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision of this Contract. It is further agreed that in the event any action, suit or proceeding is brought against the District or any officer or employee for any liability arising out of the aforesaid agency fee provision, said District or District officer or employee shall at once give notice in writing to the Association by mail, addressed to the President of the Association. Upon the giving of such notice, the Association, at its own expense, shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officer or employee and in



the event that any such judgment is obtained by the District prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

ARTICLE 25 - GRIEVANCE PROCEDURE

A. Declaration of Policy

1. In order to establish a more harmonious and cooperative relationship between teachers, administrators and members of the Board of Education which will enhance the educational program of the Hudson City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise in reference to the interpretation and/or application of this agreement and to assure equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions

1. Unit member shall mean any employee whose position requires certification by the State Education Department or any group of such employees.

2. Chief Administrator shall mean the Superintendent of the District.

3. Representative shall mean the person or persons designated by the aggrieved teacher as his counsel or to act in his behalf.

4. Grievance shall mean any alleged violation of the collective bargaining agreement, claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve unit members in the exercise of the duties assigned to him/her. Only alleged violations of the collective bargaining agreement are arbitrable. All other grievances may proceed only to the Board stage.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. A unit member shall have the right to present grievances in accordance with the procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. (a) A unit member shall have the right to be represented at Step 1 by a person or persons of his/her choice, upon sufficient notice to the District regarding the names of



participants. At this level, the District will provide copies of all materials and decisions to the Chairman of the Hudson Teachers' Association Professional Standards Committee.

(b) The Association reserves the right to determine the propriety of any grievance that may be advanced to the Board Stage and/or Arbitration. At these Stages the Association shall determine who the representatives will be.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All conferences shall be confidential.

6. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures.

7. These procedures may be amended only after the unit members have had the opportunity to react to and express their views regarding such proposed amendments.

8. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the teacher in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

D. Procedures

1. Step One: The aggrieved unit member or HTA representative shall file his/her grievance, in writing, with the Superintendent within thirty (30) days of the alleged violation. Any grievance not filed within thirty (30) days of the alleged violation shall be deemed untimely.

A. If it is necessary for the Chief Administrator to designate a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.

B. The Chief Administrator or his designee shall immediately notify the aggrieved unit member and HTA to submit written statements to him or her.

C. The Chief Administrator or his or her designee shall notify all parties concerned in the case of the time and place when a conference will be held. In no event shall the conference be scheduled more than ten (10) school days from the filing of the grievance.

D. The Chief Administrator or his or her designee shall render his or her determination within ten (10) school days after the conference.

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2. Step Two:

A. If the HTA does not accept the decision of the Superintendent, the HTA may, within ten (10) school days of the final determination by the Chief Administrator make a written request to the Superintendent for an appeal to the Board of Education.

B. All written statements and records shall be submitted to the President of the Board of Education. The HTA shall be afforded the opportunity to present the grievance to the Board within thirty (30) school days during the school year and sixty (60) calendar days during the summer. The Board shall render a determination within fifteen (15) calendar days following the review.

4. Arbitration:

In the event that the HTA does not accept the decision of the Board of Education, the unit member may within ten (10) days file a written demand for arbitration. The arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In no event shall any grievance be subject to appeal at this step except where it involves an alleged violation of the collective bargaining agreement.

The parties shall select from the following panel of three (3) arbitrators: Joel Douglas, Jeffrey Selchick, Susan Mackenzie. In the event that none of the aforementioned arbitrators are available in a timely fashion, the parties may jointly request the selection of an arbitrator from the American Arbitration Association. The arbitration shall be held pursuant to the Voluntary Labor Arbitration Rules. Any costs of the services of the arbitrator shall be borne equally by the Board and the Association.

The decision of the arbitrator shall be final and binding.

ARTICLE 26 - HUDSON TEACHERS'
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. No teacher shall suffer any professional disadvantage by reason of his membership in the Association or participation in its lawful activities.

B. The Association will be provided with one (1) copy in each building of the District personnel policies and rules and regulations and with one (1) copy for each building of any change in or amendments thereto.

C. Copies of this agreement shall be printed at the expense of the District and given to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution.



D. Each year the Association shall be consulted by the administration regarding the proposed school calendar.

E. The Association recognizes that the Board under law, has the final responsibility for establishing policies for the District.

F. Association Meetings may convene after obligations to students are completed as long as such meetings do not conflict with other regularly scheduled administrative meetings. Tuesdays shall be set aside for HTA meetings in all schools. In emergency circumstances, only meetings called for by the administration shall take precedence. The HTA meetings shall be scheduled to begin at 3:00 p.m.

G. A reasonable attempt will be made to schedule the Hudson Teachers' Association elected President with a reduced schedule.

H. The elected officials of the Hudson Teachers' Association, upon the request of the Association, will meet twice a year with the Board of Education.

ARTICLE 27 - PROFESSIONAL RESPONSIBILITIES

A. Parent conference shall be made with the mutual consent of the parent, teachers and administrator, if involved. All teachers shall be required to attend three (3) evening parent teacher conferences, including open house.

B. Unit members shall be expected to serve and actively participate in conferences, and on curriculum, textbook, report cards, promotion, evaluation and other committees as deemed necessary by their immediate administrator. Building administrators will be expected to establish said committees.

C. Unit members shall be expected to attend and participate in faculty meetings and have the opportunity to recommend items for discussion.

D. Unit members new in the District shall be required to attend a reasonable number of orientation sessions, scheduled by the Superintendent. These sessions, designed to familiarize the new staff with the school and the community, shall be completed by November 1.

E. Money must be set aside for the purchase of professional books. A shelf shall be maintained in the Hudson High School Media Center where these materials will be stored and catalogued.

F. Lesson plans shall be submitted at the request of the building administrator.



G. Unit members shall submit five (5) week reports on student evaluation for students whose progress is not satisfactory, as requested by the building administrator.

H. Unit members shall assist other teachers by taking on part of their responsibilities in emergencies resulting from the fact there was not time to obtain a substitute. Qualified substitutes shall be provided where and whenever possible. The following shall be the principles of non-emergency substitutions:

1. The district will continue its efforts to advertise, recruit and hire substitute teachers.

2. Teachers may be asked to cover a class when no substitute is available. A voluntary pool of teachers willing to serve as a substitute will be developed, and substitutes will be assigned as needed, by the building principal. All teachers are entitled to serve; however, tenured teachers will be used first on a rotating basis. Coverage will only occur during regular teacher's preparation periods.

3. Teachers will be paid \$33.00 per hour, effective July 1, 2008. Such compensation shall be increased \$3.00 effective July 1 of each of the following years of the contract. Any such compensation shall be pro-rated based on actual class time covered. Time sheets may be filed after each two (2)-week period for pay purposes.

4. There shall be a cap which will be determined by the Board.

I. All past practices shall be maintained. A past practice is any practice which is a method of operation which is sanctioned by (1) longevity, (2) repetition, (3) consistency of applications, and (4) mutually developed, that forms a condition of employment.

J. The normal work day for teachers, psychologists, social workers and guidance counselors, Monday through Thursday, shall end at 3:15 p.m.

K. Unit members may normally expect to leave the school building one hour after the start of a regularly scheduled department or staff meeting.

ARTICLE 28 - EXTRACURRICULAR ADVISORSHIPS

A. The approval for an extracurricular advisor stipend rests with the sole discretion of the District. Factors to be considered when approving such stipends include, but are not limited to, whether the organization's past activities have met students needs, as well as the extracurricular organization's utility in the context of the total extracurricular offerings for the District or its schools.

B. The District reserves the right to limit the number of extracurricular advisor stipends. Only one stipend will be paid per title per organization.



C. Extracurricular advisor stipends shall be paid in accordance with Appendix "A." In the event the District creates additional extracurricular advisor stipends, it will negotiate with the Association regarding the applicable pay scale.

ARTICLE 29 - GENERAL

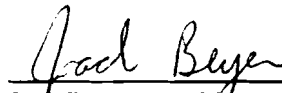
A. The parties recognize that this agreement has been entered into pursuant to the Public Employees Fair Employment Act. If any provision of this agreement shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. Except as modified by this agreement all terms and conditions of employment shall be in full force and effect. Before the Board adopts a change relative to salaries, conditions of employment which are not covered by the terms of this agreement, and which have not been proposed by the Association, the Board will notify the Association.

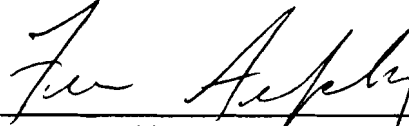
C. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, during its duration, this agreement shall be controlling.

"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."

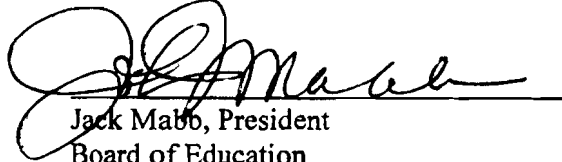
This Agreement is effective from July 1, 2006 through June 30, 2011, and in witness whereof, the parties have executed this Agreement by their duly authorized representatives on the 26 day of June, 2008.



Jack Beyer, President
Hudson Teachers' Association



Dr. Fern Aefsky, Superintendent
Hudson City School District



Jack Mabb, President
Board of Education

ADDENDUM

1. The following Articles of the collective bargaining agreement shall be applicable to registered nurses:

Article 2 - Negotiation Procedure
Article 3, §D(1) - Health Insurance, §D(2) - Dental Insurance,
§D(3) - Welfare Benefit Trust
Article 3, §D(3) - Flexible Spending Plan
Article 5, (Grade Level Chairs and Coordinators) ¶¶3-7 only
Article 6, Application and Appointment Procedures
Article 8, Supervision of School Initiated Events
Article 9, Salary Payments, §A and B only
Article 11, Teacher Leave, §§A(2), (3)(B), (4), §B and §C
Article 14, Parental Leave of Absence
Article 15, School Year and Daily Teaching Load, §A, G (add 30 minute
lunch for secondary), K, L and M only
Article 17, Discipline
Article 18, Teaching Assignments, §D only
Article 20, Teacher Annual Professional Performance Review and
Professional Development Plan, §C only
Article 21, Teacher Protection and Rights, §A, B and C only
Article 24, Tax Sheltered Annuities and Dues Deductions
Article 25, Grievance Procedure (Add Nurse to Definition Section)
Article 26, Hudson Teachers' Association Rights and Responsibilities
Article 27, Professional Responsibilities, §A, C, D, E, H, and K only
Article 29

2. As indicated below, the following language shall be applicable to RNs only and shall replace existing language in the collective bargaining agreement:
 - a. In place of Article 11, Teacher Leave, §A - "RNs shall be granted two (2) days of personal leave each school year."
 - b. In place of Article 11, Teacher Leave, §§C and D - the following language shall be applicable to RNs: "In addition to the personal leave days, three (3) days with pay shall be granted for each absence due to death in the immediate family (immediate family to include grandparents, parents, spouse, brother, sister, child or corresponding member of spouses family, step-parent, step-child and grandchild)."
 - c. In place of Article 11, Teacher Leave, §A(1), the following language shall be applicable to RNs: "Ten month employees shall have 10 days per year of pro-rated

sick leave granted on the first day of school. After three (3) years of employment, ten month employees shall be granted 11 days per year. Twelve month employees shall have 12 days per year of pro-rated sick leave granted on the first day of school."

- d. In place of Article 11, Teacher Leave, §A(6), the following language shall be applicable to RNs: "6. Reimbursement for unused sick leave shall be granted according to the following schedule and stipulations:

First 60 days	\$17 per day
Second 60 days	\$19 per day
Third 60 days or more	\$27 per day

Reimbursement for the maximum number of days shall be 210 days.

- (i) No RN shall be eligible to receive payment for unused sick leave until they have had ten (10) years of continuous service, excluding any type of leave, after the date of employment by the District.
 - (ii) Notice of retirement must be submitted to the Superintendent by no later than March 1st of the year of retirement to be eligible for the above benefit, resignations must be effective by June 30th, and accepted by the Board of Education to be eligible for the above benefit.
 - (iii) Payment for unused sick leave will be added to the last salary check of the year of retirement or resignation after unused sick leave benefits are computed according to the above schedule and stipulations.
 - (iv) The District reserves the right to review the efficiency of the payment for unused sick leave in order to determine whether or not it will be continued beyond the term of this agreement.
 - (v) The reimbursement for unused sick days shall be paid to the estate of the RN in the event the RN dies, when other criteria for reimbursement are the same."
- e. In place of Article 18, Teaching Assignments, §B - the following language shall be applicable to RNs: "RNs shall be notified in writing of their tentative building assignment for the coming year, prior to the end of the present school year. However, the District shall be permitted to change a building assignment upon reasonable notice."
- f. In place of Article 20, Teacher Annual Professional Performance Review and Professional Development Plan, §§A and B - the following language shall be applicable to RNs: "There shall be annual written evaluation of each RN which is to



be conducted by the Superintendent or his/her designee. This evaluation shall be reviewed with the RN prior to it being placed in his/her personnel file and the RN shall be given an opportunity to acknowledge review by affixing his/her signature to the evaluation. Additionally, the RN shall be permitted to submit a response to the evaluation, which shall also be placed in the personnel file, provided it is submitted within ten (10) calendar days of receipt of the evaluation."

- g. In place of Article 27, Professional Responsibilities, §J - the following language shall be applicable to RNs: "The normal workday for RNs shall be Monday through Friday, 7:45 am to 3:30 pm."
- 3. Article 18, Teaching Assignments, the following shall be added: "RNs shall be provided with a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. Break time cannot be used to extend lunch or shorten the RNs' work day."
- 4. Effective July 1, 2006, RN salaries for current employees shall be increased by the aggregate increase given to teachers in each year of the agreement.
- 5. The minimum starting annual salary for a full-time RN shall be \$26,000.
- 6. The District may request registered nurses to work up to two (2) days prior to the start of the school year for the purposes of organizing and updating medical records. They shall be paid per diem for each day worked.



APPENDIX A **EXTRA CURRICULAR PAY SCHEDULE**

<u>ACTIVITY</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
<u>Audio Visual</u>					
High School	2176	2242	2315	2384	2455
Middle School	2016	2076	2144	2208	2274
John L. Edwards	522	538	555	572	589
Greenport	522	538	555	572	589
<u>Class Advisor</u>					
Senior	1204	1240	1401	1443	1486
Junior	771	795	917	945	973
Sophomores	652	672	693	714	736
Freshmen	563	580	599	617	636
<u>Clubs</u>					
Art	720	742	766	789	813
Art MS & Elem	TBD		766	789	813
Chess	720	742	766	789	813
Photo	720	742	766	789	813
Varsity	720	742	766	789	813
SADD	720	742	766	789	813
Environmental	New 07-08	742	766	789	813
Mock Trial	New 07-08	742	766	789	813
Jr. States of America	New 07-08	742	766	789	813
<u>Drama</u>					
High School	1753	1806	1864	1920	1978
Assistant	876	902	932	960	988
Middle School	876	902	932	960	988
Assistant	New 07-08	451	465	478	492
<u>Chemical Hygiene</u>					
		896	1800	1854	1910
<u>Extra Class</u>					
Treasurer - H.S.	3586	3694	3814	3929	4046
Treasurer - M.S.	1160	1195	1233	1270	1309
Auditor - H.S.	327	336	347	358	368
Auditor - M.S.	327	336	347	358	368
<u>Music</u>					
Band	984	1013	1046	1077	1110
Choir	551	568	586	604	622
<u>National Honor Society</u>					
National Honor Society	876	902	932	960	988
Jr. National Honor Soc.	850	876	904	931	959
<u>Newspaper</u>					
High School	2627	2705	2793	2877	2963
High School Assistant	1094	1127	1163	1198	1234
Middle School	1308	1347	1391	1433	1476

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APPENDIX A **EXTRA CURRICULAR PAY SCHEDULE**

<u>ACTIVITY</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
<u>Student Council</u>					
High School	1204	1240	1280	1319	1358
Middle School	722	744	768	791	815
<u>Yearbook</u>					
High School	2540	2616	2873	2959	3048
High School Assistant	2304	2373	2646	2725	2807
Middle School	1636	1685	1739	1792	1845
<u>Robotics</u>					
Advisor	TBD	1680	1735	1787	1840
Assistant	TBD	1150	1187	1223	1260
<u>ATHLETICS:</u>					
<u>Interscholastic Sports Coordinator</u>	4981	5131	5297	5456	5620
<u>Intramurals - Fall, Winter, Spring</u>					
High School Boys & Girls	771	795	820	845	870
Middle School Boys & Girls	771	795	820	845	870
Elementary Boys & Girls	771	795	820	845	870
<u>Baseball</u>					
Varsity	3321	3420	3532	3637	3747
JV	2655	2735	2824	2909	2996
Modified	2325	2394	2472	2546	2623
<u>Basketball</u>					
Boys' Varsity	3982	4101	4235	4362	4493
Assistant	3189	3285	3391	3493	3598
JV	3189	3285	3391	3493	3598
Freshmen	2789	2873	2966	3055	3147
Modified (7&8)	2789	2873	2966	3055	3147
Girls' Varsity	3982	4101	4235	4362	4493
Assistant	3189	3285	3391	3493	3598
JV	3189	3285	3391	3493	3598
Modified (7&8)	2789	2873	2966	3055	3147
<u>Bowling</u>					
Boys' Varsity	2986	3076	3176	3271	3369
Girls' Varsity	2986	3076	3176	3271	3369
<u>Cheerleading</u>					
Football (V & JV)	1660	1710	1766	1819	1873
Basketball (V & JV)	1993	2053	2120	2183	2249
<u>Cross Country</u>					
Varsity Boys & Girls	1993	2053	2120	2183	2249
Middle Boys & Girls	1393	1434	1481	1525	1571

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APPENDIX A **EXTRA CURRICULAR PAY SCHEDULE**

<u>ACTIVITY</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
<u>Football</u>					
Varsity	3982	4101	4235	4362	4493
Assistant	3189	3285	3391	3493	3598
Assistant	3189	3285	3391	3493	3598
JV	3189	3285	3391	3493	3598
Assistant	2789	2873	2966	3055	3147
<u>Golf</u>	1993	2053	2120	2183	2249
<u>Soccer</u>					
Boys' Varsity	3289	3387	3498	3602	3711
Assistant	2655	2735	2824	2909	2996
JV	2655	2735	2824	2909	2996
Middle (7 & 8)	2325	2394	2472	2546	2623
Girls' Varsity	3289	3387	3498	3602	3711
Assistant	2655	2735	2824	2909	2996
JV	2655	2735	2824	2909	2996
Middle (7 & 8)	2325	2394	2472	2546	2623
<u>Softball</u>					
Varsity	3321	3420	3532	3637	3747
JV	2655	2735	2824	2909	2996
Modified	2325	2394	2472	2546	2623
<u>Swimming</u>					
Boys' Varsity	3289	3387	3498	3602	3711
Girls' Varsity	3289	3387	3498	3602	3711
<u>Tennis</u>					
Boys' Varsity	2986	3076	3176	3271	3369
Girls' Varsity	2986	3076	3176	3271	3369
<u>Track</u>					
Boys' Varsity	3321	3420	3532	3637	3747
Assistant	2655	2735	2824	2909	2996
Girls' Varsity	3321	3420	3532	3637	3747
Assistant	2655	2735	2824	2909	2996
Middle	2325	2394	2472	2546	2623
<u>Volleyball</u>					
Boys' Varsity	3289	3387	3498	3602	3711
Girls' Varsity	3289	3387	3498	3602	3711
Girls' JV	2655	2735	2824	2909	2996

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**APPENDIX B
Salary Schedules**

MA SCHEDULE

Step	2006-07	2007-08	2008-09	2009-10	2010-11
1	36,958	38,067	39,304	40,484	41,698
2	36,958	38,067	40,924	42,152	43,417
3	40,656	41,876	42,544	43,821	45,135
4	40,656	41,876	44,164	45,489	46,854
5	44,352	45,682	45,784	47,158	48,573
6	44,352	45,682	47,404	48,827	50,291
7	44,352	45,682	49,024	50,495	52,010
8	48,048	49,490	50,644	52,164	53,729
9	48,048	49,490	52,264	53,832	55,447
10	51,742	53,294	53,884	55,501	57,166
11	51,742	53,294	55,504	57,170	58,885
12	55,440	57,103	57,124	58,838	60,603
13	55,440	57,103	58,744	60,507	62,322
14	55,440	57,103	60,364	62,175	64,041
15	59,134	60,908	61,984	63,844	65,759
16	59,134	60,908	63,604	65,513	67,478
17	62,831	64,716	65,224	67,181	69,197
18	62,831	64,716	66,844	68,850	70,915
19	62,831	64,716	68,464	70,518	72,634
20	66,527	68,522	70,084	72,187	74,353
21	66,527	68,522	71,704	73,856	76,071
22	70,223	72,330	73,324	75,524	77,790
23	70,223	72,330	74,944	77,193	79,509
24	73,918	76,135	79,260	81,638	84,087
L-25	500	500	500	500	500
	74,418	76,635	79,760	82,138	84,587
L-30	1,000	1,000	1,000	1,000	1,000
MAX	75,418	77,635	80,760	83,138	85,587

BA SCHEDULE

Step	2006-07	2007-08	2008-09	2009-10	2010-11
1			37,804	38,984	40,198
2			39,424	40,652	41,917
3			41,044	42,321	43,635
4			42,664	43,989	45,354
5			44,284	45,658	47,073