

AGREEMENT BETWEEN

HYDE PARK CENTRAL SCHOOL DISTRICT

AND

HYDE PARK TEACHERS' ASSOCIATION

July 1, 2019 - June 30, 2024

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PREAMBLE

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

ARTICLE I: RECOGNITION

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

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

ARTICLE II: RIGHTS OF THE DISTRICT AND THE ASSOCIATION

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

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

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

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

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

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

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

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

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

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

Up to twelve (12) days per year, in the aggregate, may be taken with pay for official union business by the HPTA President or his/her designee(s). The HPTA will give the Superintendent at least forty-eight (48) hours advanced notice when such day(s) will be taken, giving the name of the person and place of his/her attendance. In an emergency situation a reasonable effort will be made to give as much advanced notice as possible.

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ARTICLE III: SALARIES AND WELFARE BENEFITS

1. **SALARIES**

(a) The Teacher and OTs/PTs salary schedules are annexed hereto as Appendix A. Nurses salary schedules are annexed hereto as Appendix B.

Effective December 14, 2020, all salary schedules, with the exception of the nurse salary schedule, shall be increased by 1.25%.

Effective July 1, 2021, all salary schedules shall be increased by 1.25%

Effective July 1, 2020, there shall no longer be a Step 10 cap of the MA Teachers' salary schedule for OTs and PTs. OTs and PTs shall be entitled to advance on all steps of the salary schedule, and shall be entitled to be placed on the MA schedule if they earn it.

Note: No OT or PT shall be eligible for step movement to Step 11 if they separated from service prior to January 13, 2021.

Effective July 1, 2022, all salary schedules, with the exception of RNs and LPNs, shall be increased by 1.75%.

Effective July 1, 2023, all salary schedules, with the exception of RNs and LPNs, shall be increased by 1.75%.

(b) Effective December 14, 2020 increase Appendix C & D (no rounding for anything \$100 or below) by 1.25%. Effective July 1, 2021 increase Appendix C&D (no rounding for anything \$100 or below) by 1.25%. Effective July 1, 2022 increase Appendix C & D (no rounding for anything \$100 or below) by 1.75%. Effective July 1, 2023 increase Appendix C & D (no rounding for anything \$100 or below) by 1.75%.

(c) **Registered Nurses**

Effective July 1, 2020, Registered Nurses shall be placed on the nurse salary schedule at the closest step that provides for at least a minimum of a 2% raise. To be eligible for the wage increase, the Registered Nurse must be employed as of December 14, 2020.

Effective July 1, 2022, the nurse salary schedule shall be increased by 1.75%.

Effective July 1, 2023, the nurse salary schedule shall be increased by 1.75%.

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Nurse Coordinator- Annual Stipend of \$2,100 effective December 14, 2020, \$2,126 effective July 1, 2021, \$2,163 effective July 1, 2022, and \$2,201 effective July 1, 2023.

All Registered Nurses shall be provided with a bonus of \$500 per semester, provided that at least part of the semester takes place in-person for students. This clause shall sunset on June 30, 2023.

N-95 masks will be available for all nursing staff.

(d) LPN

For LPN hired during the 2020-2021 school year, the annual base salary shall be \$24,300.

For LPN's hired during the 2021-2022 school year, the annual base salary shall be \$24,000.

Effective July 1, 2022, the minimum starting salary for LPN's shall be \$24,000.

Effective July 1, 2022, the LPN salary schedule shall be increased by 1.75%.

Effective July 1, 2023, the LPN salary schedule shall be increased by 1.75%.

N-95 masks will be available for all nursing staff.

(e) Athletic Trainer—All terms and conditions that apply to teachers shall apply to the athletic trainer, unless noted in Appendix "F".

2. LONGEVITY

See Appendix A and Appendix B for longevity schedules.

Effective December 14, 2020, all longevities shall be increased by 1.25%.

Effective July 1, 2021, all longevities shall be increased by 1.25%.

Effective July 1, 2022, all longevities shall be increased by 1.75%.

Effective July 1, 2023, all longevities shall be increased by 1.75%.

Effective July 1, 2020, coaches with five (5) years cumulative service in the same sport shall receive a longevity payment of \$500.

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3. REMUNERATION FOR EXTRA ASSIGNMENTS

The stipends are set forth in Appendix C.

4. COURSE WORK

A. College Credit

a. Graduate credits earned between the BA and MA columns of the salary schedule as a requirement for New York State Permanent Certification will be paid at the rate of \$66.00 per credit hour in blocks of six credits to a maximum of 30 credits hours. Effective December 14, 2020, the rate shall increase to \$66.83. Effective July 1, 2021, the rate shall increase to \$67.67. Effective July 1, 2022 the rate shall be \$68.85. Effective July 1, 2023 the rate shall be \$70.05. As an alternative to salary credit, teachers with New York State Permanent Certification may request tuition reimbursement up to a maximum of \$56.00 per graduate semester hour. The BA schedule will end at Step 5.

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

Graduate credits earned between the MA and MA+30 columns will be paid in the amount of \$66.00 per credit hour. Effective December 14, 2020 the rate shall increase to \$66.83. Effective July 1, 2021 the rate shall increase to \$67.67. Effective July 1, 2022 the rate shall be \$68.85. Effective July 1, 2023 the rate shall be \$70.05.

b. For courses outside of the teaching field, which are not part of an approved graduate program in teaching major or minor, or methods of teaching major or minor, and courses for which only undergraduate credit is granted, either tuition reimbursement up to a maximum of \$56.00, per semester hour or additional salary compensation at the rate of \$29.00 per semester hour may be granted, at the discretion of the Superintendent, provided the course is beneficial to the school system and approved in advance by the Superintendent. Effective December 14, 2020, the rates shall increase to \$56.70 and \$29.36. Effective July 1, 2021, the rates shall increase to \$57.41 and \$29.73. Effective July 1, 2022, the rates shall increase to \$58.41 and \$30.25 respectively. Effective July 1, 2023, the rates shall increase to \$59.44 and \$30.78 respectively.

c. Graduate semester hours completed beyond the BA degree requirements will be counted toward advancement to the MA degree schedules. Graduate semester hours completed beyond the MA degree requirements will be counted toward advancement to the MA+ 30 schedule. Payments for credits beyond the MA degree which are not required for

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permanent certification will be paid if approved in advance by the Superintendent or his/her designee.

d. Graduate credits beyond MA+30, to a maximum of thirty (30) credits, will be \$82.00 per credit. Effective December 14, 2020, the rate shall increase to \$83.03. Effective July 1, 2021, the rate shall increase to \$84.07. Effective July 1, 2022, the rate shall increase to \$85.54 per credit hour. Effective July 1, 2023, the rate shall increase to \$87.04 per credit hour.

B. In-service Credit

a. For every fifteen (15) hours of District-sponsored in-service coursework for which the teacher presents a certificate of completion, the District shall pay \$68.00, to be paid for a period of five (5) years. Effective December 14, 2020, the rate shall increase to \$68.85. Effective July 1, 2021, the rate shall increase to \$69.71. Effective July 1, 2022 the rate shall increase to \$70.93. Effective July 1, 2023 the rate shall increase to \$72.17. The District will not sponsor video in-service coursework.

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

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

C. Ph.D. Stipend

Effective July 1, 2010, each unit member who earns a Ph.D. in the subject area of instruction shall receive an annual stipend of \$1,051.00. Effective July 1, 2022 the annual stipend shall increase to \$1,069.00. Effective July 1, 2023, the annual stipend shall increase to \$1,088.00.

D. National Board Certification

Effective July 1, 2021, teachers and guidance counselors who earn National Board Certification in their respective field shall receive an annual stipend of \$5,000.

E. Speech and Language Pathologists

Speech and Language Pathologists who: (a) maintain a New York State professional license in their respective field; (b) are required to provide services to Medicaid eligible students; and (c) complete Medicaid required paperwork, shall receive an annual stipend of \$225, which shall be paid to eligible unit members at the end of each school year, so long as the unit member has provided services to Medicaid eligible students, and has completed all required paperwork. This stipend is intended to compensate the employees for the additional work and cover part of

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the costs associated with maintaining a New York State license, paying ASHA dues, and tuition costs for any mandated continuing education credits.

F. Medicaid Records Monitor

1. Medicaid Records Monitor shall be a Speech and Language Pathologists and/or Social Worker who:
 - a. Maintains a New York State Professional License in their respective field;
 - b. Oversees services provided to Medicaid eligible students by nonclinical Speech and Language Pathologists or Social Workers; and
 - c. Completes Medicaid required Paperwork.
2. The stipend for the additional work shall be annual stipend of \$3,225:
 - a. paid to eligible unit members at the end of each school year;
 - b. provided the unit member has completed all required paperwork.
3. There shall be an additional stipend of \$100 per student during any period of time that the caseload exceeds 15 students.

5. PAY SCHEDULE

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

B. Absent extenuating circumstances approved by the School Business Official, direct deposit of paychecks to the financial institution of the unit member's choice shall be required, and paystubs shall either be e-mailed or available to view or print from a District designated website.

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

D. Existing policy on summer school salaries will be continued, but all teachers who are certified in the subjects that they teach in summer school will be paid at a per diem rate equal to 1/200th of their annual salary. A full summer school work day shall consist of not more than six (6) hours of instruction. The summer school salary policy shall not be applicable to employees in Federal programs. Federal programs for the purposes of this clause shall be defined as any summer school program where teacher and administrative summer school salaries, and student transportation, are fully funded through the use of federal funds.

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6. WELFARE BENEFITS

A. Health Insurance.

1. (a) (i) DEHIC Alternate PPO--All active unit members other than nurses shall continue to contribute 15% to the DEHIC Alternate PPO. Nurses shall continue to contribute 10% to the DEHIC Alternate PPO. However, in no event shall the District be required to pay more than 85% of the cost of the DEHIC Alternate PPO. Effective July 1, 2021, all active unit members, other than nurses, shall contribute 15.5% to the DEHIC Alternate PPO. Effective July 1, 2021, Nurses shall contribute 10.5% to the DEHIC Alternate PPO. However, in no event shall the District be required to pay more than 84.5% for any unit member other than nurses, and 89.5% for nurses, of the Cost of the DEHIC Alternate PPO.

(ii) DEHIC EPO 20—The premium contribution for unit members who participate in the DEHIC EPO 20 plan shall be 10%.

(iii) For employees hired on or after ratification, DEHIC EPO 20 shall be the employee's only health insurance plan option during his or her probationary period. After the completion of probation, the employee shall have the option of enrolling, during open enrollment, in either the DEHIC Alternate PPO or the EPO 20 plan.

(iv) Full-time unit members shall be eligible for health insurance coverage on their first day of employment.

(v) Any unit member who resigns effective at the end of a school year shall be eligible for health insurance in July and August at the employer rate of contribution, provided that the unit member pays the employee's share of the premium for July and August.

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

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

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

3. Dual Coverage Restriction for Spouses. Any unit member whose spouse is employed by the Hyde Park Central School District, whether or not within this bargaining unit, shall be restricted from dual enrollment in the District's health insurance plan and/or

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alternative HMO coverage to the extent that the spouses may not both enroll for family coverage or for one family coverage and one individual coverage. The spouses shall be entitled to a single family coverage or each to individual coverage. If both spouses are within this bargaining unit and a family coverage is decided upon, the spouses shall decide which one shall be enrolled for coverage. Unit members who are subject to the spousal dual health coverage restriction, shall receive the same buy-out payments, payable in monthly pro-rated installments, as those otherwise insured who voluntarily opt-out of the District's health insurance program as stated in Article III (6)(B) below.

Upon retirement, each spouse may enroll for individual coverage or family coverage may be maintained under the enrollment of only one of the spouses. Those unit members who retire subject to this restriction and who opted for family coverage (as referenced above) shall be assured the continuation of coverage for the surviving spouse and family members, if any, upon the demise of the spouse in whose name the coverage was placed at the time of retirement. Upon divorce, whether during the time of employment or in retirement, the non-insured spouse shall be assured entitlement to coverage on an immediate basis, whereupon the buy-out, as referenced below, will be pro-rated.

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

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

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

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

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

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



Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable year. New hires may opt out and receive this benefit on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

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

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

C. Welfare Benefit Trust

The welfare fund shall be administered by the Association for the purpose of providing dental insurance and other benefits for the members of the bargaining unit, except for defraying employee contributory costs towards health insurance coverage. The District will contribute \$1,374.37 per unit member. Effective December 14, 2020, the District shall increase its contribution to \$1,392.00. Effective July 1, 2021, the District shall increase its contribution to \$1,409.00. Effective July 1, 2022, the District shall contribute \$1,433 per unit member. Effective July 1, 2023, the District shall contribute \$1,459 per unit member. The District shall have the right to periodically audit the books and records of the welfare fund and shall be indemnified by the HPTA against damages and attorneys fees regarding suits brought against the District involving the welfare fund, except with respect to the District's requirement to make payments pursuant to the following schedule:

1. July 1 - 50% of annual contribution;
2. January 1 - 50% of annual contribution.

D. Credit For Accumulated Sick Leave

a. A teacher retiring with twenty (20) or more years of regular teaching service in the Hyde Park Central School District shall be granted one (1) day's pay (based on 1/200th of the base teaching salary earned by the retiree in the final teaching year) for every two (2) days of unused sick leave accumulated beyond the first one hundred (100) days at the time of retirement, to a maximum of one hundred (100) days (subject to provisions of Article V.1). In

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calculating the payout of unused sick leave provided for in this Section for unit members not receiving the retirement incentive provided for in Appendix E, the District shall use a teacher's base salary, including only credits and longevity.

For unit members receiving the retirement incentive provided for in Appendix E, any other payments received by the unit member (including, but not limited to, any co-curricular stipends, extra-curricular stipends, intra-mural stipends, inter-scholastic stipends, mentor stipends, training stipends, chaperone stipends, and health insurance buyout) in his/her employ with the District shall not be used in this calculation. In calculating the payout of unused sick leave between 40% and 50% of the unit member's final year salary provided for in Article III, Section 6(D), the District shall use only the teacher's base salary. This shall not include credits, longevity or any other stipend or payment received by the teacher in his/her employ with the District.

Employees retiring with less than 20 years in the District shall be paid \$100 per unused sick day for each sick leave day beyond 50 accumulated sick days, up to the maximum sick leave day accumulation permitted under the contract.

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

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

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

ARTICLE IV: WORKING CONDITIONS

1. INSTRUCTIONAL DAYS

A. Six-Day Cycle

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

All K-5 buildings will use a daily schedule consisting of nine 35-40 minute periods for the purposes of providing art, music, physical education and library science to all students on an equitable basis. There will be thirty (30) minutes of time at the beginning of the work day for

teacher collaboration concerning program material. These nine 35-40 minute periods will also provide classroom teachers with one duty free preparation period per day, and a 40 minute duty free lunch. K-5 teachers will have no supervisory lunch duties. Teachers of music, physical education and library science will teach a maximum of seven 35 minute classes per day, six if same day travel is involved. Art teachers will teach a maximum of six 40 minute periods, five if same day travel is involved. Teachers who have same day travel will not have any supervisory duties. Every effort will be made to reduce same day travel, with a maximum of two schools per day when necessary.

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

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

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

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

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

- a. Supervising individuals or small groups of students requiring special help or seeking extra work.
- b. Taking the initiative in scheduling conferences with parents.
- c. Participating in discussion and review of curriculum and other school improvement studies, professional staff meetings, and in-service activities.
- d. Attending a reasonable number of school activities such as open houses, PTA meetings, and student performances; provided, however, that with respect to attendance at student performances beyond one performance, the teacher shall be entitled to the chaperone rate of pay as set forth in Appendix D hereto, covering extra and co-curricular activities. For the purpose of this provision, events shall also be considered as performances.

G. Hyde Park Afterschool Extended Day Program

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

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

Coordinator's stipends are listed per Appendix D.

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

2. SECONDARY TEACHING ASSIGNMENTS

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

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

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

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

D. Sixth Instructional Period

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

1. (a) Part-time vacancies within a department, for which no certified candidate can be found following reasonable district efforts to do so.
- (b) Emergency situations, such as a long-term illness, for which no appropriate substitute can be found.
- (c) No teacher will teach any class outside of his/her teaching certification areas.

- (d) Probationary teachers will not be assigned a sixth assignment. In departments without tenured teachers, a probationary teacher may be assigned a sixth assignment upon mutual agreement of the parties. The association will not unreasonably withhold approval for such assignment.
- (e) If a teacher assumes or is assigned such sixth instructional period, there will be no scheduled assignment of any and all supervisory duties.
- (f) The assignment of a sixth (6th) instructional period shall be rotated within the affected departments by inverse order of seniority. However, volunteers will be selected based upon seniority. No teacher may be assigned two (2) consecutive sixth (6th) assignments except for short term assignments in two (2) consecutive years.
- (g) The District shall have the right to solicit an unlimited number of volunteers to teach a sixth (6th) period.
- (h) The District shall also have the right to assign up to five (5) teachers per year, exclusive of volunteers, to a sixth assignment.
- (i) Unit members teaching a sixth period for a full year shall be compensated at the yearly rate of \$7,084.00. Effective December 14, 2020 the yearly rate shall increase to \$7,173.00 per period. Effective July 1, 2021, the yearly rate shall increase to \$7,263.00. Effective July 1, 2022, the yearly rate shall increase to \$7,390.00. Effective July 1, 2023, the yearly rate shall increase to \$7,519.00.
- (j) The maximum student load for a teacher assigned or volunteering for a sixth assignment in English, Math, Science, Social Studies and Foreign Language will be no more than thirty (30) students beyond existing total loads. The Commissioner's Regulations will be complied with by the District.
- (k) Unit members teaching a sixth period assignment for a semester shall be compensated half of the yearly rate.
- (l) Unit members teaching two classes concurrently (2 classes/preps during the same period) for a full year shall be compensated for the additional assignment at the yearly per period rate. The District may not exceed one (1) such assignment per person per year.

- (m) Unit members teaching two classes concurrently (2 classes/preps during the same period) for a full semester or less shall be compensated half of the yearly rate. The District may not exceed one (1) such assignment per person, at the same time, per year.
- (n) Unit members teaching an extended sixth period assignment which is less than a full year but more than incidental daily substitute coverage, shall be compensated for the additional assignment at the “short-term 6th period assignment” daily rate. Should this assignment turn into a full semester or full year due to any extensions of leave, the unit member shall continue to be paid the daily rate for the remainder of the semester and/or year.
- (o) Unit members who provide daily substitute coverage shall be compensated at the daily per period rate.
- (p) Unit members shall continue to be compensated for the assignments listed above for any and all periods of leave. (Example: sick, funeral, cancer screen, etc.)
- (q) The sixth instructional assignment shall not be used to reduce or eliminate teaching staff.
- (r) For unit members who are assigned to work in both secondary and elementary buildings:
 - (i) Such unit members shall not be entitled to sixth period assignment compensation.
 - (ii) Each such unit member shall be guaranteed the following:
 - (A) 40 minute lunch; 35 – 40 minute planning period; no supervisory duty;
 - (B) Travel time – 30 minutes of travel/transition time per each travel between buildings each day; and
 - (C) Maximum of two (2) travel periods per day.
 - (iii) The workday cannot be extended beyond the seven (7) hour contractual day, and the day’s schedule cannot be broken-up in an attempt to circumvent the seven (7) hour day.

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- (s) An elementary teacher may voluntarily forego his/her preparation period to provide instruction in Music, Art, Library, or Physical Education when there is no daily substitute teacher available to provide such instruction. Volunteers shall be selected in order of seniority. A teacher who foregoes his/her preparation period shall be paid at the same rate set forth for short term 6th period assignments.

2. Short term 6th period assignments will provide instruction in cases where resignation, sick leave or other unforeseen unavailability of faculty requires the use of a 6th teaching period. Emergency situations are defined to include the unavailability of substitutes, leaving students without appropriate instruction in the content area. Teachers assigned in such circumstances will be compensated at the rate of \$47.00. Effective December 14, 2020, this rate shall increase to \$47.59. Effective July 1, 2021, this rate shall increase to \$48.18. Effective July 1, 2022, the rate shall increase to \$49.02. Effective July 1, 2023, this rate shall increase to \$49.88

E. Lab Period Assignments

A secondary science teacher who teaches at least one lab period every other day so that the total periods worked exceeds five periods, shall receive a stipend of \$2,500. Effective July 1, 2021, the stipend shall increase to \$2,564.00. Effective July 1, 2022, the stipend shall increase to \$2,609.00. Effective July 1, 2023, the stipend shall increase to 2,655.00.

3. WORK DAY FOR RNs/LPNs, PTs, AND OTs

RNs/LPNs shall work an 8 hour day with ½ hour duty free lunch.

OTs and PTs shall work a 7-hour day. They shall not be provided a Preparation Period or Supervisory Period. Within the 7-hour day shall be a forty (40) minute duty-free lunch. The District will provide 30 to 40 minutes for evaluation writing to the extent it was provided prior to the accretion of these titles to the unit.

4. WORK YEAR

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

B. The teaching year shall consist of 180 instructional days, as defined by the State for state aid purposes, plus an additional one (1) day for unit member conferencing or professional development and two (2) additional training days for professional development, and will be based on the building with the least number of aidable days for students in grades 1-12. The two (2) additional training days for professional development shall be scheduled between the period after Labor Day and the Friday after Regents exams. If a training or orientation topic is of such character that it must be scheduled before the start of the school year, one of the two (2) days could be used for this purpose, but not contiguous to the Labor Day weekend; the Association will be consulted before setting the date.

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

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

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

F. Effective December 14, 2020:

1) Guidance Counselors shall work 15 days during the summer on days mutually agreed upon between the principal and the counselor, and shall be paid 1/200th of their salary (base salary, credits plus longevity) for each day worked.

2) Nurses shall be assigned to work Summer Hours as follows: FDR 100 hours; Haviland 80 hours; elementary buildings: enrollment of 400+ will have 60 hours, enrollment of less than 400 students will have 50 hours.

3) The Nursing Coordinator shall be assigned to work an additional 10 hours over and above his/her assigned summer building hours.

4) Teachers assigned to perform their regular job responsibilities during the summer shall be paid 1/200th of their salary (base salary, credits plus longevity) for each day worked.

5) This clause is not intended to cover summer school or summer bridge program, which shall be paid at the rate of \$40 per hour.

6) All other additional responsibilities assigned outside a unit member's regular work day for which payment is approved in advance by the unit

member's building principal (such as grief counseling or serving as a committee member of the District Leadership Team*, School Comprehensive Education Plan, or Building Leadership Team* shall be paid at 1/200th of the unit member's salary (base salary, credits plus longevity).

*Committee membership on the District Leadership Team and the Building Leadership Team shall only be compensated for work performed during the summer.

5. PROMOTIONS AND TRANSFERS

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

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

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

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

The District shall also post prominently in each school building for the corresponding periods of time referenced above during the school year and during the summer months, all

curriculum writing and in-service projects, as well as all coaching assignments and extra-curricular activity assignments.

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

6. CLASS SIZE

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

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

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

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

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

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

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

d. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction, or for group or team-teaching instruction, or for placement of pupils in a subject class of which there is only one in a grade.

E. In the event that it is necessary to assign a teacher to a class which exceeds the maximum size listed above, the Principal shall state and explain the reason for the assignment

orally and in writing to the teacher and to the Superintendent of Schools. Such written statement of explanations shall be available in the office of the Superintendent of Schools for examination by representatives of the Association. Notices of assignments to oversized classes and explanations for such assignments shall be given to affected teachers by the end of the month of September of the school years covered by this Agreement.

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

7. SUBSTITUTE TEACHERS

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

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

C. Full-time substitute positions:

- i. The full-time permanent substitute shall be for a full school year or the balance of a school year.
- ii. Any unit member holding the position of full-time permanent substitute shall not be entitled to any due process rights prior to separation from employment.
- iii. Any unit member holding the position of full-time permanent substitute shall not be entitled to any re-employment rights.
- iv. Any unit member appointed to the position of full-time permanent substitute shall not be placed on the salary schedule. The annual salary for a full-time permanent substitute shall be \$50,000 in his/her first year in the position. For each school year thereafter, the annual salary shall be increased by the across-the-board wage increase, provided that the unit member was on the District's payroll as a full-time permanent substitute prior to January 1st. The annual compensation shall be pro-rated for less than a full year of service.

However, if the unit member is assigned to a leave replacement position for a period of a semester or more, then that unit member shall be placed

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on the applicable salary schedule for the period of time that he/she serves as a long-term leave replacement.

- v. Except as provided herein, a unit member appointed to the position of full-time permanent substitute shall be entitled to all of the fringe benefits of the collective bargaining agreement.
- vi. Any unit member appointed to the position of full-time permanent substitute shall not be subject to observations under the APPR, unless the unit member is assigned to a leave replacement position for a period of a semester or more.
- vii. Any unit member appointed to the position of full-time permanent substitute shall not be entitled to a preparation period unless the unit member is required by administration to prepare lesson plans. If no preparation period is required to be provided, the unit member may be assigned to an instructional or duty period during such time, and shall not be entitled to any sixth period compensation.
- viii. Any unit member appointed to the position of full-time permanent substitute shall be entitled to a duty-free meal period of not less than 40 minutes.

8. JURY DUTY

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

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

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

9. TRANSPORTATION

When the District requires its employees to use their personal automobiles for travel on authorized District business, the employees shall be reimbursed for the expense of operating their automobiles at the IRS mileage rate. In the event that Board policy establishes a higher rate

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

10. TELEPHONE FACILITIES

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

11. DAMAGE TO PERSONAL PROPERTY

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

12. STUDENT TRANSFERS

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

13. TEACHER PROTECTION

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

14. PERSONNEL FILES

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

15. DISRUPTIVE PUPILS

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

16. MENTORING PROGRAM

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

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

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

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

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

1. Assist with the transition into the profession and assimilation into the district.
2. Improve teacher effectiveness through classroom management training, skills in the use of best practices, knowledge and implementation of education research.
3. Promote the district's culture – its philosophy, mission, policies, procedures, goals, etc.
4. Succeed in increasing positive attitudes, a professional work ethic and a desire for new teachers to remain in the school district.

Teachers who attend mentor training by the District are given 1 graduate credit for the training.

A quality mentoring program requires a commitment of time, effort and must be developed and viewed as a work in progress. Therefore, all hours of required training for veteran teachers may be applied to the 100 hour professional development requirement over a five (5) year period.

All hours of required instruction received by teachers may be applied to the 100-hour PD requirement over a five (5) year period. Both parties recognize that a quality mentoring program must be appropriately funded. No monies shall be dispersed or distributed until agreement on program specifics is reached between both parties and approved by the Board of Education. \$40,000 annually shall be allocated to fund the program.

17. REDUCTION OF STAFF

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

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

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

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

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

ARTICLE V: LEAVES

1. SICK LEAVE

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

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

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

D. Sick leave days may be accumulated to a total of 200 working days. The full allowance for the year shall be credited on the first scheduled day the employee reports for duty.

If the unit member is unable to report on that day due to a covered illness, previous sick leave accumulation will then be available.

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

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

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

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

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

J. Unit members electing to participate in the sick bank shall contribute one day of accumulated sick leave within one month of hire. A unit member may change his/her election choice only during a time period when the sick bank is open for a renewal of days.

2. PERSONAL BUSINESS LEAVE

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

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

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

- a. Legal business including court subpoena.
- b. Death of a friend or relative not covered in critical illness leave.
- c. Moving.
- d. Attendance at a ceremony awarding a degree to the employee or a member of his immediate family.
- e. Serious medical situations in the immediate family not covered by critical illness or funeral leave.
- f. Matters of an emergency nature allowable at the discretion of the Superintendent.

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

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

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

3. MAJOR RELIGIOUS HOLIDAYS

Full-time regular professional employees shall be allowed three (3) days of paid leave per year for major religious holidays of their faith which require absence during school hours,

provided arrangements for such leave are made at least two (2) days in advance with the Principal.

4. CRITICAL ILLNESS OR FUNERAL LEAVE

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

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

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

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

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

5. EXTENDED LEAVE WITHOUT PAY

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

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

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

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

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

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

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

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

6. CHILD CARE LEAVE

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

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

C. To assist in reaching decisions regarding granting child care leave, the teaching period prior to beginning the leave, termination of leave, and the resumption of teaching duties following the scheduled termination of leave, the Superintendent may request certification of the employee's condition by the family or school physician.

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

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

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

G. Adoptive Child Care Leave

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

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

ARTICLE VI: GRIEVANCE PROCEDURE

1. OBJECTIVE

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

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

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

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

2. DEFINITION

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

3. ADJUSTMENT OF GRIEVANCES

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

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

The employee and the supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or appear with an association representative who may act in the employee's behalf, but where the employee is represented, such employee must be present. Whenever a grievance is

filed personally by an employee, the supervisor receiving the complaint shall report the same to the Association representative involved, and such representative shall be given an opportunity to attend the conference and to present the views of the Association with respect to the matter. After conference, the supervisor shall make a written decision as to the complaint. Copies of such decision shall be furnished to the aggrieved employee, the Association representative and the Superintendent of Schools within ten (10) calendar days after receiving the complaint.

The Association President or his/her designee must be present at Level I meetings for a grievance brought by an individual employee. No individual employee may advance a grievance beyond Level I without the signature of the Association President on the written grievance form and his/her attendance at meetings with the District related to the grievance. No individual may advance a grievance beyond Level II. At Level III and beyond, the Association shall control the grievance including meetings and all decisions related to the grievance. Decisions by the Association regarding any grievance shall be made in accordance with the Association's Duty of Fair Representation as defined under the New York State Taylor Law. All written submissions require the signature of Association President.

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

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

C. Board Level (Step 3). If the grievance is not resolved at Step 2, the HPTA may appeal within ten (10) calendar days to the Board of Education or it may file with the District a



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

D. Arbitration (Step 4).

- a. Only the HPTA may process grievances through arbitration.
- b. The parties shall select on a rotating basis from the following panel of arbitrators:

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

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

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

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

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- ii. Involving Board discretion or Board policy under the provisions of this Agreement, under Board by-laws, or under applicable law or rules or regulations having the force and effect of law;
- iii. Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under its by-laws, applicable law and rules and regulations having the force and effect of law.

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

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

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

ARTICLE VII: PAYROLL DEDUCTIONS

1. SERVICE FEE

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

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

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

2. GROUP LIFE INSURANCE

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



the District Fiscal Officer or designee. The employee shall bear the full cost of insurance coverage obtained in this manner.

3. TAX SHELTERED ANNUITIES

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

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

ARTICLE VIII: NO-STRIKE PLEDGE

The Association and Board of Education recognize that strikes and other forms of work stoppage by unit members are contrary to law and to public policy. The Association and the Board of Education subscribe to the principle that difficulties shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that there shall be no strikes, work stoppage, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE IX: CONFORMITY TO LAW-SAVING CLAUSE

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

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

3. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted

by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

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

ARTICLE X: ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN

The parties agreed to a separately negotiated Annual Professional Performance Review ("APPR") plan on November 16, 2012. Article X shall only apply to any teacher and supplemental school personnel not covered by the District's APPR plan.

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

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

- A tenured teacher will be evaluated at least annually, using the form and criteria mutually agreed upon by the Association and District. A tenured teacher in good standing may elect an individual growth plan for two years out of a three-year cycle with approval from the appropriate administrator. A teacher agreeing to an IGP may apply six hours of professional training time to the state's required 20 hours per year upon completion of the project. Tenured teachers viewed to be in need of improvement by the appropriate administrator may not avail themselves of this option.
- Non-tenured teachers will be observed at least twice yearly, once by January 15 and once by May 15. In addition to the traditional method of observations, the following methods of assessment may be used, providing there is agreement between the appropriate administrator and teacher, and providing alternative forms of assessment and evaluation have been properly built into the APPR plan and approved by the Hyde Park Board of Education.
- Written portfolio, including plans, resources, activities, assessment, sample student work
- Video-taped lesson including pre-lesson plan, and post analysis in collaboration with building principal

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- Approved forms of self-review
- Approved forms of peer review

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

The parties agree to separately negotiate any changes to the Annual Professional Performance Review (“APPR”). If either party is seeking to change the existing APPR plan, a demand to negotiate shall be submitted to the other party by no later than March 1, 2022, and negotiations shall commence by no later than April 1, 2022. If neither party seeks modifications to the existing APPR Plan, then the existing plan shall remain in effect. If a demand to negotiate is submitted, then the existing APPR shall remain in full force and effect during the pendency of those negotiations.

ARTICLE XI: SUSPENSION OF PAY

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

ARTICLE XII: NO SMOKING

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

ARTICLE XIII: MAINTENANCE OF STANDARDS

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

For the purpose of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. Where no such ruling has been made, reference to the United States Supreme Court and NLRB decision shall be made. The



arbitrator shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.

ARTICLE XIV: TRAINERS

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

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

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

Awareness Level - Unit members will be exposed to and learn about a new concept, process, regulation, etc.

Skill Development Level - Unit members will learn how to do something new; strategies to support the development of appropriate curriculum, instruction or assessment, for example.

Leadership Development Level - Unit members will be trained to provide training to others. It will be clearly indicated to unit members that this is training to prepare them to train current and/or prospective unit members during mutually agreed upon training days and/or sessions. Every effort will be made to seek volunteers for leadership level activities. In the event that volunteers do not come forward for required training such as turnkey trainers for scoring, District administration and the HPTA leadership will work together to identify an appropriate system for determining participants.

All programs will be led by a trainer, and in some cases, facilitators will assist. Pay rates are listed in Appendix D.

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

ARTICLE XV: PROFESSIONAL DEVELOPMENT PLAN

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

The plan will describe the methods and means of delivering twenty (20) hours of continuing teacher and leader education opportunities every year to every teacher; based on the instructional goals of the district.

The district will comply with the state regulations by providing 100 hours of continuing teacher and leader education opportunities to all teachers holding professional certificates; 100 hours must be completed every five years. The success of the PDP will be measured for its impact on student achievement and teachers' practice.

The approved plan will include various ways for teachers to reach their 20-hour annual requirement, including but not limited to:

- A minimum of two teacher training days per year.
- Participation in discussion and development of curriculum and other school improvement studies, professional staff meetings and in-service activities. A maximum of two hours per month will be allocated to building principals and directors for the above stated purposes. These two hours shall be above and beyond the regular monthly faculty meeting traditionally used for administrative purposes. Teachers participating shall be given one additional compensatory day based on full year pro rata.
- In-service courses approved in advance by the Superintendent or his /her designee providing these courses are in alignment with the goals of the Hyde Park PDP currently in effect.

The District's Professional Development Plan shall include the following Professional Development Categories:

Column A	Column B
<p align="center">20 Hours: (up to 6 hours per month)</p>	<p align="center">100 Hours/5 Years (an average of 20 per year)</p>
<p align="center">One department or grade level meeting per month called by district administrator. <i>Hours credit: 1 per meeting</i></p>	<p align="center">Two teacher training days <i>Hours credit: 6 per day (total 12)</i></p> <p align="center">Superintendent's Days <i>Hours credit: 3 days @ 6 hours/day</i></p> <p align="center">Mentor cohort training <i>Hours credit: 15 hours</i></p> <p align="center">Monthly mentor seminars <i>Hours credit: up to 2 per session</i></p>
<p align="center">Up to two building level meetings per month for purposes stated in the contract. <i>Hours credit: 1 per meeting initiated by an administrator.</i></p> <p align="center">NOTE: This is in addition to the required monthly faculty meeting, which is not eligible for Column A credit.</p>	<p align="center">District approved training and/or conferences <i>Hours credit: Hours will vary based on attendance.</i></p> <p align="center">Other district approved professional activities with prior approval from the ASIP. <i>Hours credits: Hours will vary based on attendance.</i></p>
<p align="center">Other flexible meetings/workshops/study groups/PD options initiated by the teacher with prior administrator approval.</p> <p align="center"><i>Hours credit: Hours will vary based on attendance.</i></p>	<p align="center">District approved in-service programs and college course work with prior approval from the ASIP. <i>1 credit=15 PD hours.</i></p> <p align="center">Building Level Team, Data Team, CST and SAVE committee meetings that occur outside of the regular school day. <i>Hours credit: Hours will vary based on attendance.</i></p>
<p align="center">NOTE: All twenty hours must be earned outside the regular school day and must be completed to earn the contractual compensatory day, which can be used the following year. Activities which occur during the summer are not eligible for Column A credit.</p>	<p align="center">Notes:</p> <ul style="list-style-type: none"> • Any or all of the hours from Column "A" may be applied to column "B" except meetings used for organizational and informational purposes. • After school workshops/study groups can count in "A" & "B"

	<p>with a maximum of six (6) hours per month in column "A".</p> <ul style="list-style-type: none"> • Superintendent's conference days are contractually required by all HPTA members for a total of up to 18 hours. • All hours accrued from columns A and B may be applied to the NYS requirements of 100 hours per 5 years. • See district platform for required forms.
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ARTICLE XVI: ACADEMIC INTERVENTION PLAN

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

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

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

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

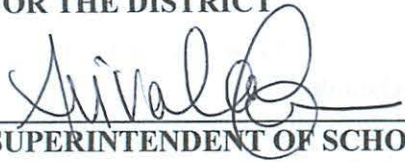
ARTICLE XVII: DURATION

1. This Agreement and each of its provisions shall be effective July 1, 2020 and shall continue in full force and effect until June 30, 2024. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this Agreement unless mutually agreed.

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2. The parties further agree that negotiations for a subsequent agreement covering the year subsequent to June 30, 2024 shall commence no later than May 1, 2024.

FOR THE DISTRICT

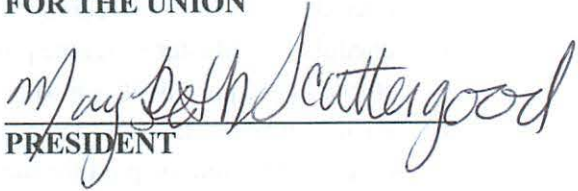


SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION PRESIDENT

DATE _____

FOR THE UNION



PRESIDENT



VICE PRESIDENT

DATE 12/1/22



APPENDIX "A"

EXPLANATION

1. Schedule A – Bachelor’s Degree. Teachers hired on or after June 1, 1996 shall not be eligible for step increments above step 5 on Schedule A.
2. Schedule C – Master’s Degree
3. Schedule D – Master’s Degree plus 30 graduate semester hours earned since completing requirements for Master’s Degree and Schedule C.
4. Teachers whose Master’s Degree requires more than 30 credit hours shall be placed on Schedule C and be paid for those credits beyond 30 required for such degree.

SALARY ADJUSTMENT FOR GRADUATE AND IN-SERVICE CREDITS

- Request for prior-approval of graduate and in-service credits will be submitted in My Learning Plan.
- Official transcripts for graduate credits and a certificate of completion for in-service credits shall serve as proof of completion of training.
- Transcripts and/or certificates of completion submitted for salary adjustments shall be accepted twice a year.
 - Training completed between April 1 – September 30 should be submitted no later than October 1. Salary adjustment will be retroactive to the preceding September, provided that the course started by no later than September 1.
 - Training completed between October 1 – March 31 should be submitted no later than April 1. Salary adjustment will be retroactive to the preceding January, provided that the course started by no later than January 1.
 - The start date for a course will be reflected in My Learning Plan.
 - If the submission deadline is missed, submission can be made on the next available submission date.
 - However, retroactive salary adjustment shall only go back to the month associated with the period of submission.
- Graduate credits: shall be paid in whole credits; units of study that convert to standard graduate credits shall be paid in whole credits only.
- In-service credits can be paid in partial credits.
- 2020 submissions for salary adjustment: All requests that were made for salary adjustment and submitted between September 2, 2020 – October 1, 2020 shall be deemed timely and processed for salary adjustment. For all such requests, official transcripts and certificates of completion shall be accepted as proof of completion.
- It is the teacher’s responsibility to see that all official transcripts are in the Superintendent’s Office before any salary adjustments will be made.

OCCUPATIONAL THERAPISTS (OTs)/PHYSICAL THERAPISTS (PTs)

Occupational Therapists and Physical Therapists shall be able to progress on the MA or MA +30 Teacher schedule without a cap.

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APPENDIX A.1
NOTE: SPREADSHEETS ARE INCLUDED IN
SALARY SCHEDULES

MEMORANDUM OF AGREEMENT Updated Salary Steps

It is hereby agreed by and between the Hyde Park Central School District and the Hyde Park Teachers' Association as follows:

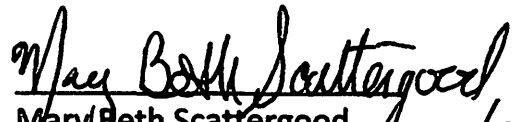
1. The attached spreadsheet provides the addition of steps 6 - 19 to the BA salary schedule for 2020/2021 (from 12/14 - 6/30), 2021/2022, 2022/2023, and 2023/2024.
2. Beginning in 2020-2021, BA steps 6-19 apply only to OT, PT, and Athletic Trainer.
3. The additional BA salary schedule will be added to Appendix A of the July 1, 2019 – June 30, 2024 MOA.

Signed,



Aviva Kafka
Superintendent

10/25/22



Mary Beth Scattergood
President, HPTA

10/25/22



**HYDE PARK CENTRAL SCHOOL DISTRICT
HPTA SALARY SCHEDULES
7/1/2020 - 12/13/2020**

Appendix A

		7/1/2019 - 12/13/2020			
		2020-2021	2020-2021	2020-2021	2020-2021
STEP		BA	BA+30	MA	MA+30
1		51,166	54,476	55,908	58,422
2		53,365	56,363	57,256	60,418
3		55,406	58,088	59,880	63,253
4		57,055	60,603	62,154	65,519
5		58,412	61,971	64,707	68,086
6		60,529	62,811	67,261	70,078
7		62,734	65,201	69,441	72,282
8		63,531	66,539	70,992	74,365
9		65,919	68,397	72,806	76,183
10		68,122	70,603	75,223	78,601
11		69,158	72,168	77,108	80,487
12		71,025	73,500	78,755	81,576
13		72,769	75,248	80,633	84,010
14		74,134	77,714	82,547	85,500
15		76,276	78,749	84,421	87,337
16		78,356	81,369	87,300	90,228
17		81,305	83,777	89,942	92,868
18		83,697	86,347	92,623	95,546
19		89,818	92,786	95,563	98,498
20		-	-	99,111	101,836
21		-	-	101,741	104,861
LONGEVITY					
23 YEAR		2,842			
25 YEAR		3,251			
27 YEAR		7,785			
TOTAL		13,878			

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**HYDE PARK CENTRAL SCHOOL DISTRICT
HPTA SALARY SCHEDULES
12/14/2020 - 6/30/2021**

Appendix A

12/14/2020 - 6/30/2021				
	2020-2021	2020-2021	2020-2021	
STEP	BA	MA	MA+30	
1	51,806	56,607	59,152	
2	54,032	57,972	61,173	
3	56,099	60,629	64,044	
4	57,768	62,931	66,338	
5	59,142	65,516	68,937	
6	61,286	68,102	70,954	
7	63,518	70,309	73,186	
8	64,325	71,879	75,295	
9	66,743	73,716	77,135	
10	68,974	76,163	79,584	
11	70,022	78,072	81,493	
12	71,913	79,739	82,596	
13	73,679	81,641	85,060	
14	75,061	83,579	86,569	
15	77,229	85,476	88,429	
16	79,335	88,391	91,356	
17	82,321	91,066	94,029	
18	84,743	93,781	96,740	
19	90,941	96,758	99,729	
20	-	100,350	103,109	
21	-	103,013	106,172	
 LONGEVITY				
23 YEAR	2,878			
25 YEAR	3,292			
27 YEAR	7,882			
TOTAL	14,052			
 LONGEVITY OT/PT				
5 YEAR	858			
10 YEAR	538			
15 YEAR	538			
20 YEAR	538			
TOTAL	2,472			

**HYDE PARK CENTRAL SCHOOL DISTRICT
HPTA SALARY SCHEDULES
7/1/2021 - 6/30/2022**

Appendix A

7/1/2021 - 6/30/2022				
	2021-2022	2021-2022	2021-2022	
STEP	BA	MA	MA+30	
1	52,454	57,315	59,891	
2	54,707	58,697	61,938	
3	56,800	61,387	64,845	
4	58,490	63,718	67,167	
5	59,881	66,335	69,799	
6	62,052	68,953	71,841	
7	64,312	71,188	74,101	
8	65,129	72,777	76,236	
9	67,577	74,637	78,099	
10	69,836	77,115	80,579	
11	70,897	79,048	82,512	
12	72,812	80,736	83,628	
13	74,600	82,662	86,123	
14	75,999	84,624	87,651	
15	78,194	86,544	89,534	
16	80,327	89,496	92,498	
17	83,350	92,204	95,204	
18	85,802	94,953	97,949	
19	92,078	97,967	100,976	
20	-	101,604	104,398	
21	-	104,301	107,499	
LONGEVITY				
23 YEAR	2,914			
25 YEAR	3,333			
27 YEAR	7,981			
TOTAL	14,228			
LONGEVITY OT/PT				
5 YEAR	869			
10 YEAR	545			
15 YEAR	545			
20 YEAR	545			
TOTAL	2,504			

**HYDE PARK CENTRAL SCHOOL DISTRICT
HPTA SALARY SCHEDULES
7/1/2022 - 6/30/2023**

Appendix A

7/1/2022 - 6/30/2023				
	2022-2023	2022-2023	2022-2023	
STEP	BA	MA	MA+30	
1	53,372	58,318	60,939	
2	55,664	59,724	63,022	
3	57,794	62,461	65,980	
4	59,514	64,833	68,342	
5	60,929	67,496	71,020	
6	63,138	70,160	73,098	
7	65,437	72,434	75,398	
8	66,269	74,051	77,570	
9	68,760	75,943	79,466	
10	71,058	78,465	81,989	
11	72,138	80,431	83,956	
12	74,086	82,149	85,091	
13	75,906	84,109	87,630	
14	77,329	86,105	89,185	
15	79,562	88,059	91,101	
16	81,733	91,062	94,117	
17	84,809	93,818	96,870	
18	87,304	96,615	99,663	
19	93,689	99,681	102,743	
20	-	103,382	106,225	
21	-	106,126	109,380	
LONGEVITY				
23 YEAR	2,965			
25 YEAR	3,391			
27 YEAR	8,121			
TOTAL	14,477			
LONGEVITY OT/PT				
5 YEAR	884			
10 YEAR	555			
15 YEAR	555			
20 YEAR	555			
TOTAL	2,549			

**HYDE PARK CENTRAL SCHOOL DISTRICT
HPTA SALARY SCHEDULES
7/1/2023 - 6/30/2024**

Appendix A

7/1/2023 - 6/30/2024				
	2023-2024	2023-2024	2023-2024	
STEP	BA	MA	MA+30	
1	54,306	59,339	62,005	
2	56,638	60,769	64,125	
3	58,805	63,554	67,135	
4	60,555	65,968	69,538	
5	61,995	68,677	72,263	
6	64,243	71,388	74,377	
7	66,582	73,702	76,717	
8	67,429	75,347	78,927	
9	69,963	77,272	80,857	
10	72,302	79,838	83,424	
11	73,400	81,839	85,425	
12	75,383	83,587	86,580	
13	77,234	85,581	89,164	
14	78,682	87,612	90,746	
15	80,954	89,600	92,695	
16	83,163	92,656	95,764	
17	86,293	95,460	98,565	
18	88,832	98,306	101,407	
19	95,329	101,425	104,541	
20	-	105,191	108,084	
21	-	107,983	111,294	
LONGEVITY				
23 YEAR	3,017			
25 YEAR	3,450			
27 YEAR	8,263			
TOTAL	14,730			
LONGEVITY OT/PT				
5 YEAR	899			
10 YEAR	565			
15 YEAR	565			
20 YEAR	565			
TOTAL	2,594			

**HYDE PARK CENTRAL SCHOOL DISTRICT
HPTA SALARY SCHEDULES
12/14/20-6/30/24**

APPENDIX B

STEP	RN			
	12/14/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024
1	40,000	40,500	41,209	41,930
2	42,222	42,750	43,498	44,259
3	44,444	45,000	45,788	46,589
4	46,666	47,249	48,076	48,917
5	48,888	49,499	50,365	51,246
6	51,110	51,749	52,655	53,576
7	53,332	53,999	54,944	55,906
8	55,554	56,248	57,232	58,234
9	57,776	58,498	59,522	60,564
10	60,000	60,750	61,813	62,895
11	--	--	--	--
12	--	--	--	--
13	--	--	--	--
14	--	--	--	--
15	--	--	--	--
16	--	--	--	--
17	--	--	--	--
18	--	--	--	--
19	--	--	--	--
20	--	--	--	--
21	--	--	--	--
Longevity				
5 YEAR	858	869	884	899
10 YEAR	538	545	555	565
15 YEAR	538	545	555	565
20 YEAR	538	545	555	565
TOTAL	2,472	2,504	2,549	2,594

Appendix C

**Hyde Park Central School District
HPTA
Intra-Murals**

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Boys Fall	FDR	1,514	1,533	1,552	1,579	1,607
Boys Winter	FDR	2,017	2,043	2,068	2,104	2,141
Boys Spring	FDR	2,017	2,043	2,068	2,104	2,141
Girls Fall	FDR	1,514	1,533	1,552	1,579	1,607
Girls Winter	FDR	2,017	2,043	2,068	2,104	2,141
Girls Spring	FDR	2,017	2,043	2,068	2,104	2,141
Boys Fall	HMS	1,514	1,533	1,552	1,579	1,607
Boys Winter	HMS	2,017	2,043	2,068	2,104	2,141
Boys Spring	HMS	1,514	1,533	1,552	1,579	1,607
Girls Fall	HMS	1,514	1,533	1,552	1,579	1,607
Girls Winter	HMS	2,017	2,043	2,068	2,104	2,141
Girls Spring	HMS	1,514	1,533	1,552	1,579	1,607

Appendix C (cont'd)

Hyde Park Central School District
HPTA
Inter-Scholastic

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Baseball Head Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Baseball JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Baseball Modified 7/8 Grade Coach	HMS	2,529	2,561	2,593	2,638	2,684
Baseball Boys' Assistant Varsity Coach	FDR			3,150	3,205	3,261
Basketball Boys 7/8 Grade Coach	HMS	3,039	3,077	3,116	3,171	3,226
Basketball Boys 9th Grade Coach	FDR	3,039	3,077	3,116	3,171	3,226
Basketball Boys Head Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Basketball Boys JV Coach	FDR	3,540	3,584	3,629	3,693	3,758
Basketball Girls 7/8 Grade Coach	HMS	3,039	3,077	3,116	3,171	3,226
Basketball Girls 9th Grade Coach	FDR	3,039	3,077	3,116	3,171	3,226
Basketball Girls Head Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Basketball Girls JV Coach	FDR	3,540	3,584	3,629	3,693	3,758
Basketball Boys' Assistant Varsity Coach	FDR			4,175	4,248	4,322
Basketball Girls' Assistant Varsity Coach	FDR			4,175	4,248	4,322
Bowling Girls/Boy Coach	FDR	2,683	2,716	2,750	2,798	2,847
Cheerleading Fall Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Cheerleading Winter Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Cheerleading Fall Varsity Assistant Coach	FDR			3,150	3,205	3,261
Cheerleading Winter Varsity Assistant Coach	FDR			3,150	4,248	4,322
Cheerleading Fall JV Coach	FDR	3,039	3,077	3,115	3,170	3,225
Cheerleading Winter JV Coach	FDR	3,540	3,584	3,629	3,693	3,758
Cheerleading Fall Modified 7/8 Gr Coach	HMS	2,529	2,560	2,592	2,637	2,683
Cheerleading Winter Modified 7/8 Gr Coach	HMS	3,039	3,077	3,115	3,170	3,225
Crew Boys Freshman/Novice Assistant Coach	HMS		3,000	3,038	3,091	3,145
Crew Boys Freshman/Novice Coach	FDR	3,540	3,584	3,629	3,693	3,758
Crew Boys Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Crew Girls Freshman/Novice Assistant Coach	HMS		3,000	3,038	3,091	3,145
Crew Girls Freshman/Novice Coach	FDR	3,540	3,584	3,629	3,693	3,758
Crew Girls Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Cross Country Head Coach	FDR	3,540	3,584	3,629	3,693	3,758
Cross Country Assistant Coach	FDR	3,043	3,082	3,120	3,175	3,231
Cross Country Modified 7/8 Grade Coach	HMS	2,529	2,561	2,593	2,638	2,684
Field Hockey JV Coach	FDR	3,043	3,082	3,120	3,175	3,231
Field Hockey Head Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287

Appendix C (cont'd)

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Football Modified 7/8 Grade Assistant Coach	HMS	2,529	2,561	2,593	2,638	2,684
Football Modified 7/8 Grade Head Coach	HMS	3,039	3,077	3,116	3,171	3,226
Football Assistant JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Football Assistant Varsity Coach 1	FDR	3,540	3,584	3,629	3,693	3,758
Football Assistant Varsity Coach 2	FDR	3,540	3,584	3,629	3,693	3,758
Football Head JV Coach	FDR	3,540	3,584	3,629	3,693	3,758
Football Head Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Golf Girls Varsity Head Coach	FDR	3,039	3,077	3,116	3,171	3,226
Golf Boys Varsity Head Coach	FDR	3,039	3,077	3,116	3,171	3,226
Gymnastics Assistant Coach*	FDR	3,540	3,584	3,629	3,693	3,758
Gymnastics Head Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Lacrosse Girls Modified 7/8 Coach	HMS	2,529	2,561	2,593	2,638	2,684
Lacrosse Boys Modified 7/8 Coach	HMS	2,529	2,561	2,593	2,638	2,684
Lacrosse Girls JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Lacrosse Boys JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Lacrosse Girls Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Lacrosse Boys Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Lacrosse Girls' Assistant Varsity Coach	FDR			3,150	3,205	3,261
Lacrosse Boys' Assistant Varsity Coach	FDR			3,150	3,205	3,261
Soccer Boys Modified 7/8 Grade Coach	HMS	2,529	2,561	2,593	2,638	2,684
Soccer Boys Head JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Soccer Boys Head Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Soccer Girls Head JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Soccer Girls Modified 7/8 Grade Coach	HMS	2,529	2,561	2,593	2,638	2,684
Soccer Girls Head Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Soccer Girls' Assistant Varsity Coach	FDR			3,150	3,205	3,261
Soccer Boys' Assistant Varsity Coach	FDR			3,150	3,205	3,261
Softball Modified 7/8 Grade Coach	HMS	2,529	2,561	2,593	2,638	2,684
Softball Head Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Softball JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Softball Girls' Varsity Assistant Coach	FDR			3,150	3,205	3,261
Swimming Boys Head Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Swimming Girls Head Varsity Coach	FDR	5,051	5,114	5,178	5,269	5,361
Swimming Girls' Assistant Varsity Coach	FDR			4,175	4,248	4,322
Tennis Boys Head Coach	FDR	3,039	3,077	3,116	3,171	3,226
Tennis Girls Head Coach	FDR	3,039	3,077	3,116	3,171	3,226

Appendix C (cont'd)

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Track Co-Ed Modified 7/8 Grade Asst Coach	HMS	2,379	2,409	2,439	2,482	2,525
Track Co-Ed Modified 7/8 Head Coach	HMS	2,529	2,561	2,593	2,638	2,684
Track Spring Boys Assistant Coach	FDR	3,039	3,077	3,116	3,171	3,226
Track Spring Boys Head Coach	FDR	4,039	4,090	4,141	4,213	4,287
Track Spring Girls Assistant Coach	FDR	3,039	3,077	3,116	3,171	3,226
Track Spring Girls Head Coach	FDR	4,039	4,090	4,141	4,213	4,287
Track Winter Boys Assistant Coach	FDR	3,039	3,077	3,116	3,171	3,226
Track Winter Boys Head Coach	FDR	4,039	4,090	4,141	4,213	4,287
Track Winter Girls Head Coach	FDR	4,039	4,090	4,141	4,213	4,287
Track Winter Girls Assistant Coach	FDR	3,039	3,077	3,116	3,171	3,226
Volleyball Modified 7/8 Grade Coach	HMS	2,529	2,561	2,593	2,638	2,684
Volleyball Head Varsity Coach	FDR	4,039	4,090	4,141	4,213	4,287
Volleyball JV Coach	FDR	3,039	3,077	3,116	3,171	3,226
Volleyball Girls' Assistant Varsity Coach	FDR			3,150	3,205	3,261
Weightlifting I Club Advisor	FDR	1,588	1,608	1,628	1,656	1,685
Weightlifting II Club Advisor	FDR	1,588	1,608	1,628	1,656	1,685
Wrestling Varsity	FDR		5,051	5,114	5,203	5,294
Wrestling Modified 7/8 Grade Coach	HMS	3,039	3,077	3,116	3,171	3,226
Wrestling JV Coach	FDR	3,540	3,584	3,629	3,693	3,758

*** A three-tier system will be used to determine if an assistant is required for the gymnastics program.**

- A. If there are eleven participants or more an assistant will be hired.
- B. If there are ten participants and under, a meeting with the coach will occur to determine the athletic ability of the participants, and collectively a decision will be made to hire an assistant or not.
- C. If there are eight participants and under, an assistant will not be hired.

JLS

Appendix C (cont'd)

Hyde Park Central School District
HPTA
Co-Curricular

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Academic World Quest Advisor	FDR	2,881	2,917	2,954	3,006	3,059
Ally Club	HMS	1,625	1,645	1,665	1,694	1,724
Anime Club Advisor		1,625	1,645	1,665	1,694	1,724
Art Club Advisor		1,257	1,273	1,289	1,312	1,335
Art Honor Society Advisor	FDR	1,627	1,647	1,667	1,696	1,726
Auditorium Advisor FDR	FDR	1,558	1,577	1,597	1,625	1,653
Auditorium Advisor HMS	HMS	813	823	834	849	864
Auto Mechanic Club Advisor		1,420	1,438	1,456	1,481	1,507
AVA Club Advisor	FDR	4,011	4,061	4,112	4,184	4,257
AVA Club Advisor		3,755	3,802	3,850	3,917	3,986
Bowling Club Advisor	HMS	1,625	1,645	1,665	1,694	1,724
Camera Person		647	655	663	675	687
Career Opportunities Club Advisor		1,608	1,628	1,649	1,678	1,707
Computer Club Advisor		1,752	1,774	1,796	1,827	1,859
Computer Club Advisor		543	550	557	567	577
Concession Stand Manager	FDR	4,649	4,707	4,766	4,849	4,934
Creative Writing Club		1,056	1,070	1,083	1,102	1,121
Dance Club Advisor	FDR	2,554	2,586	2,618	2,664	2,711
Debating Club Advisor		2,881	2,917	2,954	3,006	3,059
Digital Media Coordinator	Elem				2,608	2,654
Digital Media Coordinator	Secondary/ District				3,130	3,185
Dramatics Club advisor		1,762	1,784	1,807	1,839	1,871
Ecology Club Advisor		1,625	1,645	1,665	1,694	1,724
Environmental Club Advisor		802	812	822	836	851
Environmental Club Advisor I		802	812	822	836	851
Fall Play Advisor		2,554	2,586	2,619	2,665	2,712
Food Science/Cooking Club	HMS			1,665	1,694	1,724
Foreign Exchange Club Advisor		1,759	1,781	1,803	1,835	1,867
French Club Advisor		1,625	1,645	1,665	1,694	1,724
Freshmen Class Advisor	FDR	1,190	1,205	1,220	1,241	1,263
Freshmen Class Assistant Advisor	FDR	796	806	816	830	845
Friends of Rachael (FOR) Advisor		1,733	1,755	1,776	1,807	1,839
Gaming Club 6th Grade	HMS			1,289	1,312	1,335
Gaming Club 7th/8th Grade	HMS			1,289	1,312	1,335

Appendix C (cont'd)

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Haviland Yearbook Advisor	HMS	2,120	2,146	2,173	2,211	2,250
Interact Club Advisor	FDR	2,881	2,917	2,954	3,006	3,059
Internal Accountant	FDR	4,122	4,174	4,226	4,300	4,375
Internal Accountant	HMS	1,992	2,017	2,042	2,078	2,114
International Thespian Society Advisor		1,627	1,647	1,667	1,696	1,726
Junior Class Advisor	FDR	1,890	1,914	1,937	1,971	2,005
Junior Class Assistant Advisor	FDR	1,361	1,378	1,395	1,419	1,444
LGBTQ Alliance	FDR	1,625	1,645	1,665	1,694	1,724
Literary Journal "Fire & Ice" Advisor		1,354	1,371	1,388	1,412	1,437
Literary Journal "Fire & Ice" Asst Advisor		869	880	891	907	923
Maker STEAM Club	HMS	2,881	2,917	2,954	3,006	3,059
Math League Club Advisor		1,379	1,397	1,414	1,439	1,464
Mock Trial Advisor		1,379	1,397	1,414	1,439	1,464
National Honor Society Advisor	FDR	1,627	1,647	1,667	1,696	1,726
Newspaper "Epigram" Editorial Advisor		2,381	2,411	2,441	2,484	2,527
Newspaper "Epigram" Productions		2,219	2,247	2,275	2,315	2,356
Peer Leadership Club Advisor		813	823	834	849	864
Peer Mediation Club Advisor		813	823	834	849	864
Photography Club Advisor		1,608	1,628	1,649	1,678	1,707
Quiz Bowl Advisor		1,361	1,378	1,395	1,419	1,444
Radio Broadcasting Club Advisor		1,311	1,327	1,344	1,368	1,392
Robotics Club	FDR	2,881	2,917	2,954	3,006	3,059
SADD Club Advisor		1,625	1,645	1,665	1,694	1,724
SADD Club Advisor		813	823	834	849	864
SADD Club Advisor I		813	823	834	849	864
School Store Manager		1,992	2,017	2,042	2,078	2,114
Senior Class Advisor	FDR	2,333	2,363	2,392	2,434	2,477
Senior Class Assistant Advisor	FDR	1,819	1,842	1,865	1,898	1,931
Service Club Advisor		1,558	1,577	1,597	1,625	1,653
Skiing Club Advisor	FDR	1,588	1,608	1,628	1,656	1,685
Skiing Club Advisor	HMS	1,625	1,645	1,665	1,694	1,724
Sophomore Class Advisor	FDR	1,733	1,755	1,776	1,807	1,839
Sophomore Class Assistant Advisor	FDR	1,190	1,205	1,220	1,241	1,263
Sources of Strength Adult Advisor	FDR			2,532	2,576	2,621
Spring Musical Business Advisor	FDR	1,625	1,645	1,665	1,694	1,724
Spring Musical Director		3,135	3,174	3,213	3,269	3,326
Spring Musical Pit Orchestra Advisor		2,554	2,586	2,619	2,665	2,712
Spring Musical Set Construction Advisor		1,973	1,998	2,023	2,058	2,094
Spring Musical Vocal Advisor		2,554	2,586	2,619	2,665	2,712

Appendix C (cont'd)

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Spring Musical Rehearsal Pianist		1,161	1,175	1,190	1,211	1,232
Student Activities Club Coordinator		4,864	4,925	4,987	5,074	5,163
Student Council Advisor	FDR	4,656	4,714	4,773	4,857	4,942
Student Council Advisor	HMS	2,120	2,146	2,173	2,211	2,250
Student Publications Club		1,056	1,070	1,083	1,102	1,121
Student Publications Club I		1,056	1,070	1,083	1,102	1,121
Student Store Manager		1,844	1,867	1,891	1,924	1,958
Success Connection Club Advisor		2,723	2,757	2,792	2,841	2,891
Tri M Music Honor Society Advisor		1,627	1,647	1,667	1,696	1,726
Yearbook "Orbit" Advisor (13 months)		4,885	4,946	5,008	5,096	5,185
Youth Against Racism		1,726	1,747	1,769	1,800	1,832
Elementary Digital Media Coordinator (Webmaster)			2,531	2,563	2,608	2,654
Secondary Digital Media Coordinator (Webmaster)			3,038	3,076	3,130	3,185
District Digital Media Coordinator (Webmaster)			3,038	3,076	3,130	3,185

Appendix C (cont'd)

ASSIGNMENT TO COACHING AND EXTRA-CURRICULAR POSITIONS

1. In the event that unit members do not volunteer for coaching or extra-curricular positions, the following procedures shall be followed:
 - a. The District shall appropriately advertise unfilled positions and be free to employ non-unit members at a rate of pay not to exceed the unit rate of pay.
 - b. If there are no qualified non-unit members to fill such positions, then the District with the assistance of the HPTA shall make additional efforts to secure volunteers.
 - c. The District shall not be required to, but may, displace a non-bargaining unit member who is the incumbent in an interscholastic or extra-curricular position.
 - d. An incumbent bargaining unit member is entitled to "right of first refusal" for his/her current interscholastic and/or extra-curricular position. The HPTA will not grieve the continued appointment of an incumbent non-unit person to an interscholastic and/or extracurricular position.

ATHLETIC EVENT SUPERVISORS

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

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

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

Athletic Events Supervisors and alternates, when scheduled for service, shall receive compensation per the rate listed in Appendix D. Paid-for events shall be limited to Varsity Football, Varsity Basketball and Junior Varsity Basketball. Once the assignment is accepted, Athletic Events Supervisors and alternates will be expected to serve when scheduled to serve.

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

A handwritten signature in black ink, consisting of a stylized monogram followed by the letters 'AK'.

APPENDIX C.1—MUSIC DEPARTMENT

As part of a Music Teacher's responsibilities, he/she is expected to perform additional responsibilities outside of the contractual school day hours and shall be compensated as follows:

- Evening concerts (for which an advisor is not receiving a stipend. However, if the advisors class is also performing he or she shall be paid the chaperone rate for the time spent supervising his or her class.), attendance at New York State School Music Association (NYSSMA) Solo Festival to support students, and Music Department day trips that occur beyond the contractual day shall be compensated as per Appendix D—Chaperone & Supervision Pay Travel. In addition, such faculty member shall be reimbursed for mileage per the CBA and chaperone pay for travel time up to an hour each way in addition to time at event.
 - Choral assistance to the Pep/Marching Band shall be paid the chaperone rate.
- The District has 12 Ensembles (Elementary Orchestra with 3 advisors; Middle School with 4 advisors one each for—Jazz, Women's Choir, Men's Choir, Chamber; High School with 5 advisors – Chamber, 2 A Capella groups, Jazz, and Pep/Marching Band*)

*In the event the Pep/Marching Band is advised by two separate individuals, each advisor shall receive half of the stipend.

- Each Advisor shall receive an annual stipend of \$2,000. The stipend shall increase as follows: Effective July 1, 2021 \$2,025; Effective July 1, 2022 \$2,060; and Effective July 1, 2023 \$2,096.
- Each Advisor shall be required to perform the work associated with serving in such capacity, and recognizes that the practices and performances will take place outside the contractual work day; and
- Each Advisor shall be required to maintain a log of all hours worked beyond the contractual school day. Such log shall set forth the date, times worked, and the task performed.

A music teacher will not be compensated for any volunteer afterschool rehearsals and extra practices related to a class.



Appendix D

**Hyde Park Central School District
HPTA
Miscellaneous**

Position	Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Athletic Events Supervisors (chaperones)		49	49.22	49.84	50.71	51.60
Trainers		207	209.00	212.00	216.00	220.00
Trainers Presentation Time (per hour) *		38	38.97	39.45	40.14	40.84
Facilitator Rate (per hour)		22	22.56	22.84	23.24	23.65
Curriculum writing **		48	48.20	48.80	49.65	50.52
After School/Extended Day Program		1,962	1,986.00	2,011.00	2,046.00	2,082.00
After School/Extended Day Program (hour)		47	47.17	47.76	48.60	49.45
Mentors (one intern)		1,635	1,655.00	1,676.00	1,705.00	1,735.00
Mentors (two interns)		2,725	2,760.00	2,795.00	2,844.00	2,894.00
CHAPERONES						
Evening Events Chaperone		47	47.17	47.76	48.60	49.45
Field Trip Evening Return after 6pm		47	47.17	47.76	48.60	49.45
Overnight Supervision (Monday-Friday)		109	111.00	112.00	114.00	116.00
Weekend Day Supervision		109	111.00	112.00	114.00	116.00
Graduation Supervision		109	111.00	112.00	114.00	116.00
Saturday or Sunday Night Overnight		164	166.00	168.00	171.00	174.00
Friday Through Saturday Supervision		219	221.00	224.00	228.00	232.00
Friday Through Sunday Supervision		328	332.00	336.00	342.00	348.00

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

** Curriculum Development Writing and Requests for Proposals:

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

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

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

Handwritten initials, likely 'AM' and 'AK', in black ink.

APPENDIX "E"

RETIREMENT INCENTIVE

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

In addition to the benefit referenced above, unit members who retire pursuant to this early retirement incentive plan shall be entitled to District contributions toward the cost of health insurance premiums as set forth in Article III(6)(A)(1)(b).

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

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



APPENDIX F
ATHLETIC TRAINER

A. Effective July 1, 2020 through June 30, 2022, the following terms and conditions of employment shall apply to the Athletic Trainer:

- **Health Insurance:**
The Athletic Trainer shall be eligible to participate in the DEHIC EPO 20 health insurance plan, with the Athletic Trainer contributing fifteen (15%) percent of the cost of the premium, for either individual or family coverage.
- **Health Insurance Buy-out:**
\$2,200.00
- **Welfare Trust Benefit:**
The District shall contribute funds to provide for participation by the Athletic Trainer in the HPTA Welfare Trust Benefit.
- **Retirement Benefit:**
Upon retirement, the Athletic Trainer shall receive one (1) day's pay for every two (2) days sick leave accrued up to (150) days or maximum total of seventy-five (75) days.
- **Retirement Health Benefit:**
The Athletic Trainer shall be eligible for retiree health insurance upon his/her retirement, provided he/she has completed a minimum of 5 years of continuous service with the District and retires from the District in accordance with the requirements of NYSLRS.

Premium contribution based on active employee contribution at time of retirement.

- **Longevity:**
Longevity shall be paid after completion of years of service set forth below:

5 years of continuous service:	\$ 500
10 years of continuous service:	\$ 500
15 years of continuous service:	\$ 1,000
20 years of continuous service:	\$ 1,500
- **Salary:**
Merit increases may be granted to the Athletic Trainer no later than June 30th of each year, based upon successful completion of goals, as determined by the Superintendent and within the criteria for potential merit raise:

Category 4:	exemplary
Category 3:	proficient
Category 2:	competent
Category 1:	unsatisfactory



- **Work Day/Week/Year:**
The Athletic Trainer shall be a ten-month employee.

The work year for the Athletic Trainer shall begin one week prior to the start of the NYSPHSAA fall athletic season in August and conclude one week after the conclusion of the spring athletic season, inclusive of post season games. For the 2020-2021 school year, the work year shall be August 17, 2020 through June 11, 2021.

During the period of September through June, the Athletic Trainer shall work the teacher work year, however, the Athletic Trainer may be assigned work on weekends, during recess periods, and on District holidays as determined by the Director of Health, PE, and Athletics. The Athletic Trainer shall not be entitled to any additional compensation for work performed during weekends, recess periods, or holidays.

The Athletic Trainer's daily work schedule shall be determined by the Director of Health, PE, and Athletics.

- **Snow Days:**
The Athletic Trainer will not be required to work on days when school is closed because of inclement weather unless requested to do so by the Director of Health, PE, & Athletics.
- **Sick Leave:**
12.5 days per year
Upon depletion of accruals, the Superintendent may grant additional paid sick leave up to ninety (90) days depending on circumstance.
Accruals may accumulate to a maximum of two hundred-forty (240) days.
- **Family Illness:**
Up to five (5) days of personal sick time may be used for immediate family illness.
- **Discretionary Days:**
Two (2) discretionary days may be used for any personal purpose without explanation. Unused discretionary days will be folded into sick leave on July 1st of the following year.
- **Critical Illness/Funeral Leave:**
Five (5) days for critical illness/death in employee's immediate family.

B. Effective July 1, 2022, the terms of the collective bargaining agreement that apply to teachers shall apply to the title of Athletic Trainer unless otherwise noted/modified below:

1. The Athletic Trainer shall be an eleven-month employee. The work year shall be August 1st through June 30th. The Athletic Trainer shall be placed on the teachers' salary schedule matching his/her degree level. Additionally, the Athletic Trainer shall



receive 1/10 of his/her salary for work completed in August.

2. During the period of September 1st through June 30th, the Athletic Trainer shall work the teacher work year, however he/she may be assigned work on the weekends, during recess periods, and on District holidays as determined by the Athletic calendar. The Athletic Trainer shall not be entitled to any additional compensation for the work performed during recess periods, holidays, or weekends. However, in the event the Athletic Trainer works on a recess period day(s), he/she shall be given one (1) vacation day for each recess day worked, up to a maximum of four (4) vacation days per year. Recess period shall be defined as the December break and Spring break periods. Vacation days may only be used after the end of the athletic seasons each school year. Request for such days shall not be unreasonably denied. There shall be no carry over or payout for unused vacation days.
3. The Athletic Trainer shall not be entitled to the following:
 - a. a preparation period
 - b. 6th Class teaching assignment pay
 - c. Mentoring program
4. The Athletic Trainer shall not be subject to the Annual Professional Performance Review Plan. However, he/she shall be evaluated yearly by the Director of PE, Health and Athletics.
5. The Athletic Trainer's daily and weekly work schedule shall be determined by the Director of PE, Health and Athletics based on the athletic calendar and in consultation with the Athletic Trainer.

A handwritten signature in black ink, appearing to read 'M. J. Au', located in the bottom right corner of the page.

APPENDIX G

Memorandum of Agreement

It is hereby agreed by and between the Hyde Park Central School District and the Hyde Park Teachers' Association ("Union") that the collective bargaining agreement covering the period of July 1, 2015 through June 30, 2019 shall be extended through June 30, 2020, and shall remain unchanged except as provided below:

1. Page 3, Article III (Salaries and Welfare Benefits), Section 1 (a) – Add the following:
“The salary schedule (Steps 1-21) shall be increased by 1.28%, effective July 1, 2019. Nurses shall receive a salary increase of 1.28%, effective July 1, 2019.”
2. The following contractual stipends and/or benefits shall be increased by 1.28% effective July 1, 2019:
 - Longevities (Article III, Section 2)
 - College Credit & In-Service Credit (Article III, Section 4 (A) and (B))
 - Welfare Fund (Article III, Section 6 (C))
 - Sixth Instructional Period (Article IV, Section 2(D)(1)(j))
 - Short Term Sixth Period Assignment (Article IV, Section 2(D)(2))
 - Nurse Coordinator Stipend (Article III, Section 1)
 - Appendix C (Interscholastic & Co-Curricular)
 - Appendix D (Miscellaneous)
3. Page 34, Article XVII (Duration), Section 2 – Revise the sentence as follows: “The parties further agree that negotiations for a subsequent agreement covering the year subsequent to **June 30, 2020** ~~June 30, 2017~~ shall commence no later than **January 15, 2020** ~~May 1, 2017~~.”
4. This Agreement is subject to approval by the Board of Education and ratification by the Union.

DATED: June 6, 2019

HYDE PARK C.S.D

BY:


Dr. Greer Rychcik, Superintendent

HYDE PARK TEACHERS' ASSOCIATION

BY:


Mary Beth Scattergood, President

